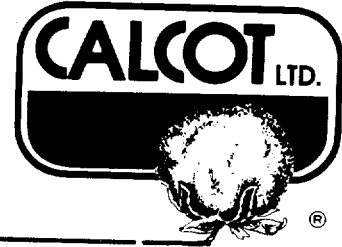


2520005097520

MAILING ADDRESS:  
Post Office Box 259  
Bakersfield, California 93302-0259

STREET ADDRESS:  
1601 East Brundage Lane  
Bakersfield, California 93307



(805) 327-5961  
TELEX: 6839421 CLCTUW  
FAX: (805) 861-9870

December 17, 1992

Pension and Welfare Benefits Administration  
P.O. Box 75212  
Washington DC 20013-5212

RE: Calcot, Ltd Supplemental Retirement Plan

Dear Sir or Madam:

Attached please find a statement submitted by Calcot Ltd. which is designed to meet the requirements of Labor Regulations Section 2520.104-23 regarding the alternative method of compliance for unfunded or insured pension plans maintained by an employer for a select group of management or highly compensated employees.

Also enclosed is a check payable to the Department of Labor in the amount of \$1,000, representing payment of the civil penalty in the amount of the lessor of \$50.00 per day following the date on which an annual return/report was due or \$1,000 per statement, pursuant to the Department's recently announced "grace period" policy.

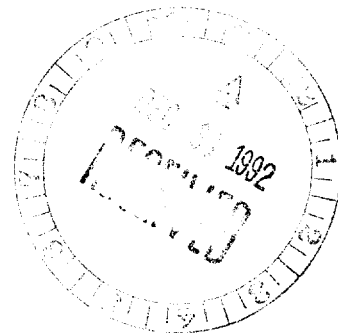
If there is any question you may have regarding this statement, please feel free to contact me at (805) 395-6848.

Sincerely yours,

Mary Jo Pasek  
Assistant Vice President  
Administration/Personnel

enc

17,708



TO: Pension and Welfare Benefits Administration  
P.O. Box 75212  
Washington DC 20013-5212

In compliance with the reporting requirements of the alternative method of reporting and disclosure under Part 1 Title I 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, specified in Department of Labor Regulations, 29CFR Section 2520.104-23, the following information is provided by the undersigned employer.

NAME AND ADDRESS OF EMPLOYER:

Calcot Ltd  
P.O. Box 259  
Bakersfield CA 93302-0259

EMPLOYER IDENTIFICATION NUMBER (EIN):

95-0594301


The Employer maintains the following plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

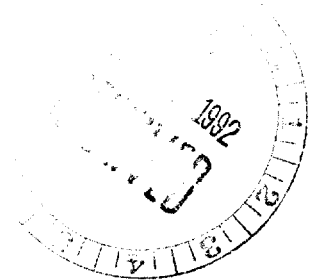
NAME OF PLAN

Calcot ltd Supplemental Retirement Plan

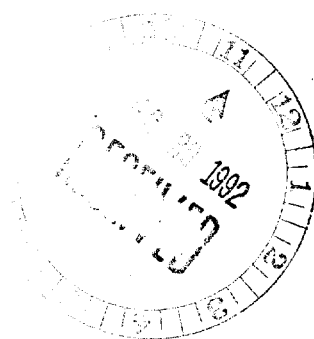
NUMBER OF PARTICIPANTS: 1

12/17/92

  
Mary Jo Rasek  
Assistant Vice President  
Administration/Personnel



**CALCOT, LTD.**  
**SUPPLEMENTAL RETIREMENT PLAN**



**CALCOT, LTD.**  
**SUPPLEMENTAL RETIREMENT PLAN**

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**CALCOT, LTD.****SUPPLEMENTAL RETIREMENT PLAN**

WHEREAS, CALCOT, LTD. maintains the Calcot, Ltd. Retirement Plan Corporation Employees' Retirement Plan for the purpose of providing retirement benefits for eligible employees; and

WHEREAS, CALCOT, LTD. wishes to provide, for Participants in the Calcot, Ltd. Employees' Retirement Plan, additional benefits for those Participants who may receive reduced retirement benefits due to Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA).

**ARTICLE I****CALCOT, LTD. TITLE AND DEFINITIONS****1.1 Title**

This plan shall be known as the Calcot, Ltd. Supplemental Retirement Plan.

**1.2 Incorporation by Reference and Definitions**

The definitions and all the provisions of the Calcot, Ltd. Retirement Plan are incorporated herein by reference to the extent applicable.

"Participant" shall mean any Employee designated by the Retirement Plan Committee and approved by the Board of Directors to participate in this Plan.

"Plan" shall mean the Calcot, Ltd. Supplemental Retirement Plan set forth herein.

"Retirement Plan" shall mean the Calcot, Ltd. Retirement Plan as now in effect or hereafter amended.

**ARTICLE II****PARTICIPATION****2.1**      Eligibility Requirements

Any Participant in this Plan shall commence participation in this Plan at such time as such Participant receives payment of any benefit under the Retirement Plan.

**ARTICLE III****BENEFITS****3.1**      Supplemental Benefit

- a) The Supplemental Benefit will be a monthly benefit payable beginning at retirement date. The amount of the monthly Supplemental Benefit will be Actuarially Equivalent to the lump sum value which is equal to the difference between the present value of retirement benefits accrued to the Participant's retirement date under Section 5.1 of the Calcot, Ltd. Retirement Plan and the present value of the maximum retirement benefits permitted under Section 415 of the Internal Revenue Code per TEFRA.

"Actuarially Equivalent" shall mean, for purpose of determining equivalent benefits, a benefit with equal value based on the retirement plan life annuity rates in effect at the retirement date.

b) Death or Disability Before Retirement:

If the participant dies prior to retirement, Calcot will receive a refund of the premiums paid to the date of death, with the balance payable to the designated beneficiary of the deceased participant. No benefits are payable from this Supplemental Retirement Plan if a participant becomes totally and permanently disabled.

3.2 Payment of Benefit

Each Supplemental Benefit payment shall be paid by Calcot, Ltd. from its general assets on a monthly basis.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.1 Right to Participate in Other Plans

This Plan shall not affect the right of any Participant to participate in and receive benefits under and in accordance with the provisions of any other Company plans which are now or are hereafter in existence.

4.2 Limitation on Rights of Participants

Nothing contained in the Plan shall confer upon any Participant any right to continue in the employ of the Company or interfere in any way with the right of the Company to reduce any Participant's compensation from the rate in existence as of the effective date of this Plan.

4.3 Right to Receive Payment

Nothing contained in the Plan shall be deemed to create a trust of any kind or create any fiduciary relationship. A Participant's right to receive payments under Article III shall be no greater than the right of any unsecured general creditor of the company.

4.4 Amendment, Suspension, Discontinuance or Termination of Plan

Upon amendment, suspension, discontinuation or termination of the Plan, a Supplemental Benefit will be determined based on the provisions of Section 3.1 of this Plan assuming the date of amendment, suspension, discontinuation or termination of the Plan were the retirement date of the Participant. Any monthly income so determined will be payable beginning at the Participant's retirement date.

4.5 Costs of Plan

The expenses incurred in administering this Plan, including any costs incurred by the Committee, charges by the Company's independent auditors, legal fees, or other costs shall be borne by the Company and shall not be charged against Supplemental Benefit payments.

4.6 Nonassignability

This Plan shall be binding upon and shall insure to the benefit of the Company and its successors and assigns, and to the Participant and his Beneficiaries, heirs and

personal representatives; provided, however, that Supplemental Benefit payments under this Plan shall not be assignable by Participant.

4.7 Governing Law

This Plan shall be construed under and shall be governed by the laws of the State of California. If any provision of this Plan shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall be fully effective.

This Supplemental Retirement Plan and Agreement Plan entered into as of this 31<sup>st</sup> day of August, 1984, between the undersigned.

EMPLOYEE-PARTICIPANT;

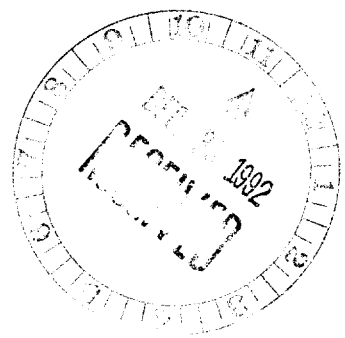
CALCOT, LTD.-EMPLOYER;

By T. W. Smith  
T. W. Smith

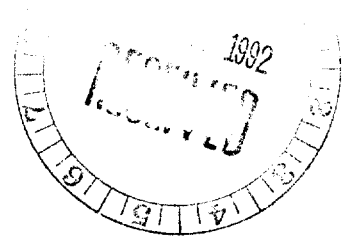
By Donald C. Weath  
Chairman of the Board

By Larry La Touf  
Larry La Touf

By Gene A. Lundquist  
Secretary

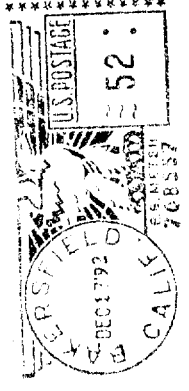


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