

SHETLER & SPALDING

ATTORNEYS AT LAW
950 South Sawburg Avenue
Post Office Box 2146
Alliance, Ohio 44601
(330)823-2226
Canton Line: (330)453-7770
Fax: (330)823-5649

2520053320045

Canton Office

United Bank Plaza
Suite 600
220 Market Ave. South
Canton, Ohio 44702

William B. Shetler
David B. Spalding

September 22, 1999

U.S. Department of Labor
200 Constitution Avenue N.W., Room N5638
Washington, D.C. 20210

*Sent via facsimile (202)501-4098
& ordinary mail*

Attn: Tunna Burns
Pension and Welfare Benefits Administration

In re: Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.
Federal I.D. #34-15112351/Deferred Compensation Plan for: Walton A. Armour

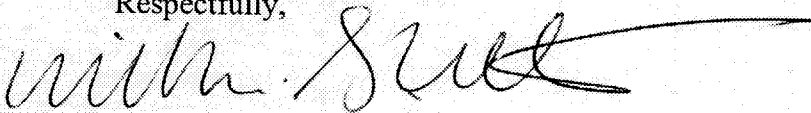
Dear Ms. Burns:

This correspondence is intended to follow-up your inquiry to me and fax under date of September 20, 1999 concerning the "Top Hat Filing" for Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc. for their previous employee Walton A. Armour.

To verify the information I set forth on your answering machine on September 21, 1999, I wish to formally advise you that this is the only Top Hat Plan currently in existence for the corporation and Walton A. Armour is the only participant. This information was set forth in my correspondence to the U. S. Department of Labor on March 9, 1999 (See paragraph 5 of page 1 of said correspondence). However, I am hopeful that this clarification will continue to assist the Department of Labor in the processing of this Top Hat Filing.

I do thank you for your attention to this matter. Kindly acknowledge receipt of the foregoing and indicate to me whether or not any further clarification is needed.

Respectfully,



William B. Shetler

cc: Walton A. Armour
Walton H. Armour

SEP 28 11:35
1999

SHETLER & SPALDING

ATTORNEYS AT LAW

950 South Sawburg Avenue

Post Office Box 2146

Alliance, Ohio 44601

(330)823-2226

Canton Line: (330)453-7770

Fax: (330)823-5649

Canton Office

United Bank Plaza

Suite 600

220 Market Ave. South

Canton, Ohio 44702

William B. Shetler

David B. Spalding

September 22, 1999

U.S. Department of Labor
200 Constitution Avenue N.W., Room N5638
Washington, D.C. 20210

*Sent via facsimile (202)501-4098
& ordinary mail*

Attn: Tunna Burns
Pension and Welfare Benefits Administration

In re: Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.
Federal I.D. #34-15112351/Deferred Compensation Plan for: Walton A. Armour

Dear Ms. Burns:

This correspondence is intended to follow-up your inquiry to me and fax under date of September 20, 1999 concerning the "Top Hat Filing" for Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc. for their previous employee Walton A. Armour.

To verify the information I set forth on your answering machine on September 21, 1999, I wish to formally advise you that this is the only Top Hat Plan currently in existence for the corporation and Walton A. Armour is the only participant. This information was set forth in my correspondence to the U. S. Department of Labor on March 9, 1999 (See paragraph 5 of page 1 of said correspondence). However, I am hopeful that this clarification will continue to assist the Department of Labor in the processing of this Top Hat Filing.

I do thank you for your attention to this matter. Kindly acknowledge receipt of the foregoing and indicate to me whether or not any further clarification is needed.

Respectfully,



William B. Shetler

cc: Walton A. Armour
Walton H. Armour

99 SEP 23 AM 9:59

SHETLER & SPALDING

ATTORNEYS AT LAW
950 South Sawburg Avenue
Post Office Box 2146
Alliance, Ohio 44601
(330)823-2226
Canton Line: (330)453-7770
Fax: (330)823-5649

Canton Office
United Bank Plaza
Suite 600
220 Market Ave. South
Canton, Ohio 44702

99 APR 29 PM 12:12
William B. Shetler
David B. Spalding

March 9, 1999

U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20216

Sent via overnight delivery

Attn: Deferred Compensation Plans

IN RE: **Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.**
Federal I.D. #34-1512351 1 plan - 1 part.
Deferred Compensation Plan for: Walton A. Armour

Dear Madam or Sir,

I wish to advise that the undersigned is corporate counsel for Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc. whose principal offices are located at 2010 West State Street, Alliance, Ohio 44601.

I am forwarding you a copy of a Deferred Compensation Plan between Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc., and retired employee, Walton A. Armour. This "Top Hat Pension Plan" is tendered to you to obtain and confirm the exemption of this entirely unfunded plan from all **ERISA'S REPORTING AND DISCLOSURE REQUIREMENTS.**

As corporate counsel for the aforementioned corporation, I am therefore representing to you that the Corporation by Resolution set forth the enclosed Deferred Compensation Plan on Walton A. Armour under date of agreement of December 31, 1998.

It is set forth in the Corporate Resolution that if Walton A. Armour retired and resigned from the Corporation, which he did on December 31, 1998, and since he was the founder of the aforesaid Corporation and through his efforts its continued existence entitled it to prosper, as well as same being in the best interest of the aforementioned Corporation, a Deferred Compensation Plan as enclosed is appropriate.

Walton A. Armour tendered his resignation as a Corporate Officer and Chairman of its Board of Directors effective on December 31, 1998. As the third and last criteria as set forth in your regulations, this is the only such plan currently in existence by the Corporation.

4

Deferred Compensation Plans
U.S. Department of Labor
March 9, 1999
Page 2

It is our sincere hope and desire that the foregoing has met all requirements to have the aforementioned "Top Hat Deferred Compensation Plan" exempt from most all of **ERISA'S REPORTING AND DISCLOSURE REQUIREMENTS**. As noted on this correspondence, a copy of the Deferred Compensation Plan has been forwarded to you by guaranteed overnight mail delivery. When I tried to contact the Department of Labor directly on March 9, 1999, it was indicated to me that the Department had gone home due to inclement weather conditions. Pursuant to your rules, we must forward you this information within 120 days of adoption of same. While we are well within that period of time, due to the lack of specific direction of which department I should direct this correspondence and enclosure to, I would most appreciate your acknowledgment of the receipt of the foregoing at your very earliest opportunity, together with whatever additional documentation, if any, you need to grant this exemption. We are most grateful for your assistance and help in this matter.

Respectfully,



William B. Shetler

WBS/tdk

Enclosure: deferred compensation

cc: Walton A. Armour
Walton H. Armour

SHETLER & SPALDING

ATTORNEYS AT LAW

950 South Sawburg Avenue

Post Office Box 2146

Alliance, Ohio 44601

(330)823-2226

Canton Line: (330)453-7770

Fax: (330)823-5649

Canton Office

United Bank Plaza

Suite 600

220 Market Ave. South

Canton, Ohio 44702

William B. Shetler

David B. Spalding

April 27, 1999

U.S. Department of Labor
200 Constitution Avenue N.W., Room N5638
Washington, D.C. 20210

*Sent via facsimile (202)219-8141
& ordinary mail*

Attn: Marleen Harmon (Top-Hat Filing)

IN RE: **Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.**
Federal I.D. #34-15112351/Deferred Compensation Plan for: Walton A. Armour

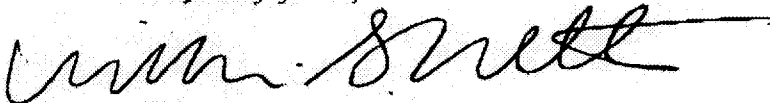
Dear Ms. Harmon:

I was quite pleased and thank you for your telephone call of April 27, 1999 concerning your receipt of the "Top-Hat Pension Plan" reflecting Walton A. Armour's Deferred Compensation Plan that you have acknowledged receipt of by your office.

I understand that due to the interior problem and mis-routing of the previous documents sent to the U.S. Department of Labor and received on March 10, 1999, that my client will not encounter any penalties whatsoever, and will be given all exemptions available for most all of ERISA's reporting and disclosure requirements.

I am also forwarding a copy of this correspondence to Daryl Revoldt of Congressman Ralph Regula's office that helped to assure your receipt of the aforementioned deferred compensation plan. The Congressman's intervention and help of this staff was truly beneficial to me and my client, and we wish to express our appreciation to you and all involved to see that the deferred compensation plan for Mr. Armour was properly exempted. I understand you will also make this correspondence part of your permanent file on this matter. Again, thank you for your help.

Very truly yours,



William B. Shetler

cc: Walton A. Armour
Walton H. Armour
Phil Modie

SHETLER & SPALDING

ATTORNEYS AT LAW

950 South Sawburg Avenue

Alliance, Ohio 44601

(330) 823-2226

Canton Line: (330) 453-7770

Fax: (330) 823-5649

Fed. I.D. #34-1706426

William B. Shetler

David B. Spalding

Canton Office

United Bank Plaza

Suite 600

220 Market South

Canton, OH 44702

FACSIMILE TRANSMITTAL

PRIVILEGED & CONFIDENTIAL

INFORMATION INTENDED ONLY FOR THE USE OF THE ADDRESSEE NAMED BELOW. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE TRANSMISSION, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED.

IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE.

Date: April 27, 1999

To: U.S. Department of Labor
Attn: Marleen Harmon (Top-Hat Filing)

From: William B. Shetler, Esq.

Fax #: (202)219-8141

Re: **Deferred Compensation Plan for: Walton A. Armour**

of Pages: 2
including cover sheet

If you have problems receiving this facsimile, please call Tracey @ (330) 823-2226.

MESSAGE:

DEFERRED COMPENSATION PLAN

This Agreement is made and entered into on this 31st day of December, 1998, by and between **Walton A. Armour**, (hereinafter referred to as "Wally" or "Participant"), and existing under the laws of the State of Ohio, and **Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.**, (hereinafter referred to "Company").

WHEREAS, the Company and the Participant desires to enter into an Executive Deferred Compensation Plan.

NOW, THEREFORE, in consideration of the Participant's services performed in the past and based upon the mutual promises and covenants herein contained, the Company and the Participant's agree as follows:

SECTION I

DEFINITIONS

When used herein, the following words shall have the meanings below unless the context clearly indicates otherwise:

- 1.1 "Administrative Committee" shall mean those persons appointed to administer this Plan by the Board of Directors pursuant to paragraph 5.1 hereof.
- 1.2 "Commencement Date" means specifically January 15, 1999, excepting only Participant's Bonus Date as defined herein;
- 1.3 "Company" means any successors or assigns thereto;
- 1.4 "Medical Insurance Benefit" means the benefit payable pursuant to paragraph 2.4 hereof;
- 1.5 "Monthly Benefit" means the benefit payable pursuant to paragraph 2.2 hereof;
- 1.6 "Participant" means Walton A. Armour;
- 1.7 "Plan" means Deferred Compensation Plan for Walton A. Armour;
- 1.8 "Spouse" shall primarily mean the spouse of Participant. If the spouse is not living during periods of pay-outs as set forth in this Deferred Compensation Plan, then such monies would be paid to Participant's spouse, heirs, executors, administrators and/or assigns as the case may be;

Note: The phrases "Participant, spouse, heirs, executors, administrators and/or assigns" are specifically intended to be synonymous with one another in conferring all rights to receive the full amount of the Deferred Compensation Plan as described herein.

- 1.9 "Vested" or "Vested Interest" means the percentage of his Periodic Benefit in which the Participant has acquired an interest according to Section V.
- 2.0 "Bonus Date" shall mean a date during 1998 when the Company feels it is financially feasible to pay a bonus to Participant Walton A. Armour in the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00).

SECTION II

BENEFITS

2.1 Eligibility. Participant shall be entitled to receive a Monthly Benefit as set forth in paragraph 2.2 hereof, beginning on the Commencement Date and continuing for ten (10) years. Beginning on the Commencement Date and continuing for the life of Participant and his Spouse, the Automobile Benefit and Medical Insurance Benefit set forth in paragraphs 2.3 and 2.4 shall be paid.

2.2 Monthly Benefit. The Monthly Benefit of Participant shall be his Vested Interest in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) payable per annum at a rate of Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$8,333.33) per month, until the full amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) is paid in full.

It is provided, however, that the Company, at its discretion may at any time when any such payment is due under this agreement to Participant, his spouse, or his heirs, executors, administrators and/or assigns (as the case may be) shall deem it to be in the best interest of the Company not to make such monthly payment that the Company at its sole discretion may defer said monthly payments to Participant, or his spouse, or his heirs, executors, administrators and/or assigns, as set forth in this agreement to the end of any quarter in which the monthly payments would be due to "Participant", his spouse, or his heirs, executors, administrators and/or assigns, as the case may be.

(EXAMPLE: IN THE EVENT THAT THE COMPANY WOULD DETERMINE THAT IT DOES NOT WISH TO PAY A MONTHLY PAYMENT IN THE AMOUNT OF EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$8,333.33) TO PARTICIPANT, OR HIS SPOUSE, OR HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, AS DUE UNDER THE PARTIES' PRIMARY AGREEMENT TO PAY SAME ON THE FIFTEENTH (15TH) DAY OF EACH AND EVERY MONTH UNTIL THE TOTAL AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00) IS

1

PAID IN FULL, EACH AND EVERY MONTHLY PAYMENT OF EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$8,333.33) SHALL BE COMBINED WITH THE OTHER TWO MONTHLY PAYMENTS FOR THAT QUARTER OF EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$8,333.33) AND BE PAYABLE TO THE PARTICIPANT AND BE RECEIVED BY HIM/HIS SPOUSE OR HIS ESTATE BY THE END OF THAT QUARTER IN THE TOTAL AMOUNT OF TWENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 DOLLARS (\$24,999.99).

NOTICE OF INTENTION TO DEFER MONTHLY PAYMENTS.

It is provided, however, that during any period that the Company at its sole discretion shall determine it is in its best interest to defer any monthly payment due, it shall give notice of said intention to defer said payments directly to Participant, his spouse, their heirs, executors, administrators and/or assigns, or any other individual designated for the receipt of such notice by certified mail, addressee only, return receipt requested, within ten (10) days of any monthly payment contemplated herein. It is further agreed and understood that at the sole discretion of the Company, the Company may defer any part of monthly benefits due to Participant, his spouse, their heirs, executors, administrators and/or assigns so long as by the end of each and every quarter during the entire term of this agreement in which payments are to be made, the total of Twenty-Four Thousand Nine Hundred Ninety-Nine and 99/100 (\$24,999.99) shall be paid to Participant, his spouse, their heirs, executors, administrators and/or assigns.

If Participant dies before receiving ten (10) years of Monthly Benefits, that is not less than One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), one hundred percent (100%) of his Monthly Benefit will continue to be paid to his estate unless his spouse is living, in which case spouse will receive the monthly benefit for the unexpired portion of such ten (10) year period, or until the aforementioned total pay-out is paid in full.

Payment of the Monthly Benefit for the Spouse shall be made monthly commencing on the 15th day of the month following the month in which Participant received his last Monthly Benefit and continue until the earlier of the death of the Spouse or the expiration of the period noted above. Upon the death of the Spouse, any Monthly Benefits that have not been paid shall be paid to the estate of the Participant.

As stated in section 6.2 below, this Plan shall at all times be entirely unfunded. No assets of the Company shall be segregated for the payment of any benefits hereunder, and Participant shall at no time have any interest in any particular assets of the Company.

2.3 Medical Insurance Benefit. The Company shall pay all premium cost in connection with the provision of family medical insurance for Participant and his dependents, including Spouse. Such medical insurance coverage shall at all times be at least equal to the highest/best level of coverage provided by Company to any of its employees. In the event that Company should for any

8

reason cease providing or decreases the level of medical insurance to its employees, or should for any reason cease to have employees, the medical insurance to be provided hereunder shall be comparable in terms of coverage to that being initially provided hereunder.

SECTION III

VESTING

3.1 The Participant and Spouse shall at all times be one hundred percent (100%) vested in all of their benefits under this Plan, including, without limitation the Monthly Benefit, the Medical Insurance Benefit, and the Automobile Benefit.

SECTION IV

AMENDMENT AND TERMINATION

4.1 This Plan may be amended or terminated only in writing, and only if such writing is signed by both parties hereto.

SECTION V

CLAIMS AND ADMINISTRATION

5.1 Fiduciary and Administrator. The Company will be the Fiduciary and Administrator under this Agreement. The Board of Directors of the Company may authorize a person or group of persons to act as the Administrative Committee of the Plan to fulfill the responsibilities of the Company as Administrator.

5.2 Claims Procedure. When a Participant or Spouse believes that he or she has benefits which are not being properly credited, a written claim may be filed with the Board of Directors of the Company on appropriate forms furnished by the Company upon the written request of the claimant, stating those benefits believed not yet to have been credited. Such forms shall indicate to the claimant the various time limits applicable to the claims procedure set forth in this Section. Within seven (7) days after submission of a claim, the Company shall furnish the claimant with either an approval or a detailed written denial of his or claim. If a claim is denied, such written denial shall contain:

- (a) The specific reason or reasons for the denial;
- (b) Specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is

9

necessary; and

- (d) Appropriate information as to the steps to be taken if the Participant or Spouse wishes to submit his or her claim for review.

If a claim is denied, either wholly or in part, then the claimant may request a full and fair review of the claim denial by the Company. To effect such a review, the claimant or his authorized agent must make a written application to the Company on appropriate forms which shall be provided with the denial notice. If the Company fails to provide the appropriate forms needed to make a review of a claim which is denied, then Participant or Spouse may file a request for review on such forms as they shall deem reasonable. Such application must be filed within sixty (60) days after notice of the denial is received. In addition to requesting a review upon written application, the claimant or his authorized agent is entitled to review the Plan under which he is claiming benefits and any documents pertinent thereto.

After review of the claim, the Company shall forward its decision to the claimant within seven (7) days after it receives the application for review. The decision on review shall be in writing and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

SECTION VI

MISCELLANEOUS

6.1 No Effect on Employment Rights. Nothing contained herein will confer upon Participant the right to be retained in the service of the Company nor limit the right of the Company to discharge or otherwise deal with Participant without regard to the existence of the Plan.

6.2 Funding. The Plan at all times shall be entirely unfunded and no provision shall at any time be made with respect to segregating any assets of the Company for payment of any benefits hereunder. Neither Participant, Spouse nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan, and Participant, Spouse or any other person shall have the rights of a general unsecured creditor of the Company with respect to any rights under the Plan. Nothing contained in the Plan shall constitute a guarantee by the Company or any other entity or person that the assets of the Company will be sufficient to pay any benefit hereunder.

6.3 Spendthrift Provision. No benefit payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge prior to actual receipt thereof by the payee; and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge prior to such receipt shall be void; and the Company shall not be liable in any manner for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to any benefit under the Plan.

6.4 State Law. The Plan is established under and will be construed according to the laws of the State of Ohio.

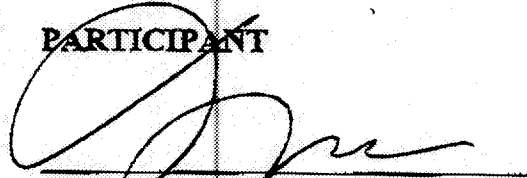
6.5 Incapacity of Recipient. In the event Participant or Spouse is declared incompetent and a guardian or other person legally charged with the care of his person or of his estate is appointed any benefits under the Plan to which Participant or spouse is entitled shall be paid to such guardian or other person legally charged with the care of his person or his estate.

6.6 Successors and Assigns. This Plan shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs and personal representative of the parties hereto.

6.7 Survival of Covenants. Any and all covenants and representations made in this Plan shall survive the term of this Plan in order to give effect thereto.

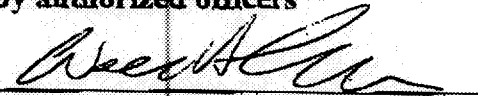
IN WITNESS WHEREOF, Participant has hereunto set his hand the Company has caused this Agreement to be executed by its proper officer as of the date first written above.

PARTICIPANT

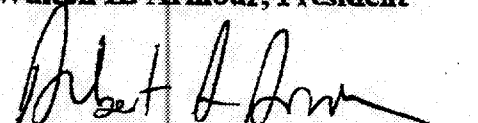


Walter A. Armour

**WALLY ARMOUR CHRYSLER-
PLYMOUTH-DODGE-JEEP, INC.,
by authorized officers**



Walton H. Armour, President



Albert A. Armour, Vice President



UPS Next Day Air[®]
UPS Worldwide Express[®]
Shipping Document

See instructions on back. Call 1-800-PICK-UPS (800-742-5877) for additional information.

TRACKING NUMBER **N431 7550 63 5**

SHIPMENT FROM

SHIPPER'S UPS ACCOUNT NO. **6 8 1 5 3 6 2 3 0 4** UPS SHIPPER NO. **480 - X76** UPS BILLING NO. **480 - X76** FOR UPS USE

REFERENCE NUMBER
wally armour

NAME **Bill Shetler** TELEPHONE **330-823-2726**

COMPANY
SHELTER & SPALDING

STREET ADDRESS
950 SOUTH SAWBURG AVE.

CITY AND STATE **ALLIANCE OH** ZIP CODE **44601**

EXTRINSIC/URGENT DELIVERY TO:
 NAME TELEPHONE

COMPANY
U.S. DEPARTMENT OF LABOR

STREET ADDRESS DEPT./FLOOR
200 Constitution Avenue N.W.

CITY AND STATE (INCLUDE COUNTRY IF INTERNATIONAL) ZIP CODE
Washington, D.C. 20216



WEIGHT ENTER LBS IF LETTER L	DIMENSIONAL WEIGHT IF APPLICABLE	SHIPPER'S COPY
TYPE OF SERVICE <input checked="" type="checkbox"/> NEXT DAY AIR <input type="checkbox"/> WORLDWIDE EXPRESS (INTERNATIONAL) FOR WORLDWIDE EXPRESS SHIPMENTS: Mark an "X" in this box if shipment only contains documents of no commercial value. <input type="checkbox"/> DOCUMENTS ONLY		CHARGES
OPTIONAL SERVICES <input type="checkbox"/> SATURDAY PICKUP <input type="checkbox"/> SATURDAY DELIVERY <input type="checkbox"/> DECLARED VALUE Covers up to \$500. For declared value over \$500, see instructions. <input type="checkbox"/> C.O.D. C.O.D. items require a bill of lading and attach corrected UPS C.O.D. tag to cartage.		\$ \$ \$ \$ \$ \$
ADDITIONAL HANDLING CHARGE <input type="checkbox"/> An Additional Handling Charge applies for certain items. See instructions.		\$
TOTAL CHARGES		\$
METHOD OF PAYMENT <input checked="" type="checkbox"/> BILL SHIPPER <input type="checkbox"/> BILL RECEIVER <input type="checkbox"/> BILL THIRD PARTY <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> American Express <input type="checkbox"/> Dining Club <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Check		

RECEIVERS / THIRD PARTY'S UPS ACCT. NO. OR MAJOR CREDIT CARD NO. EXPIRATION DATE

THIRD PARTY'S COMPANY NAME

STREET ADDRESS

CITY AND STATE ZIP CODE

SHIPPER'S SIGNATURE **X t. kenard** DATE OF SHIPMENT **03 / 09 / 99**

010191120 9/98 M

Kenard
Kenard
Kenard
 Kenard
 O.D.C.P.
 NATIONAL OPERATIONS
 300 M. Capitol Street
 Washington, DC 20540

Received on
 3/12/99 @ 9:07am
 -signed for by
 "Johnson"



United Parcel Service

Period Ending
March 13, 1999
Shipper 6815362304
Invoice 6815362304-119
Page 4 of 4

Waybills
(Continued)

Air Shipping Document Detail
Bill Shipper

Shipped	Tracking No. Service	Zone	Count/ Billed Weight	Charge
03-10	N431 7550 644 Next Day Air	102	1 Letter	

Reference No.
FRAZIER V HERSHEY

Sender
WILLIAM B SHETLER
SHELTER AND SPALDING
ALLIANCE OH 44601

Receiver
ATTN CLERK OF COURTS
PORTAGE COUNTY COURT
RAVENNA OH 44266

Transportation 11.75

Total 11.75

Address Corrections

Service	Tracking No./Reference No./ Address Shown	Corrected Address	Charge
Next Day Air	N4317550635 WALLY ARMOUR 200 CONSTITUTION AVE NW WASHINGTON DC 20216	US DEPT OF LABOR SUITE 800 800 N CAPITAL ST NW WASHINGTON DC 20211	7.50

► **Charges** \$ 7.50



13

Employment Standards Administration
Office of Workers' Compensation Programs
Division of Federal Employees' Compensation
Room 800
800 North Capitol Street, N.W.
Washington, D.C. 20211



RECEIVED
4-5-99

WDS

File Number:

The enclosed correspondence is being returned as we are unable to determine the appropriate case file for placement of your letter. A computer search with the information provided revealed either that we cannot identify a claim or we have multiple claim files under this name. So that we may ensure that your correspondence receives proper consideration, please note the following:

If you are writing from a medical provider's office, please try to verify the correct claim number from the injured employee. Please also indicate the date of the injury on your correspondence, as one person may have more than one claim file number.

If this is in reference to a recent injury, we may not yet have received the proper claim forms. Please contact the employing agency to verify submission of the claim. If you are the injured employee, you will receive a written confirmation when the claim forms are received and you have been assigned a claim file number. Please hold this correspondence until you have a claim file number to identify your correspondence.

If you are aware of the claim file number, please place this number prominently on your document and resubmit. We will make every effort to promptly place information in the appropriate case file.

If additional information is needed, you can reach our contact office at (202) 565-9770 between 8:15 am and 4:45 pm Monday thru Friday. Due to the volume of calls received, you may experience delays, please be patient.

Sincerely,

Supervisor, mail and file

Working for America's Workforce

14

SHETLER & SPALDING

ATTORNEYS AT LAW
950 South Sawburg Avenue
Post Office Box 2146
Alliance, Ohio 44601
(330)823-2226
Canton Line: (330)453-7770
Fax: (330)823-5649

Canton Office
United Bank Plaza
Suite 600
220 Market Ave. South
Canton, Ohio 44702

William B. Shetler
David B. Spalding

April 6, 1999

Congressman Ralph Regula
4150 Belden Village Street N.W.
Canton, Ohio 44718

Sent via facsimile (330)489-4448
& ordinary mail

Attn: Daryl

**IN RE: Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.
Federal I.D. #34-15112351
Deferred Compensation Plan for: Walton A. Armour**

Dear Daryl:

I contacted your office for much needed help concerning the above-captioned matter, and spoke to Ellen from Congressman Regula's office, who suggested I write to you regarding this.

I represent Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc. The "Top-Hat Pension Plan" reflecting Mr. Armour's Deferred Compensation Plan pursuant to regulation was to be tendered to the U.S. Department of Labor within 120 days of its adoption by the Corporation to obtain the exemption of this entirely unfunded plan from most all of ERISA's reporting and disclosure requirements.

This was done so to the best of our ability by UPS Next Day Air Service well within the time frame allotted in our mailing of March 9, 1999. I am enclosing a copy of that mailing, together with a copy of the Deferred Compensation Plan for Mr. Armour.

On March 10, 1999, my staff received a call from UPS stating they could not deliver the overnight package to the U.S. Department of Labor as it was not directed to any one individual and would not be accepted by the Department. My staff contacted the Department and was given instructions to forward all documents to the attention of a "Ken Moxley" located at the address of "O.W.C.P., National Operations Office, 800 N. Capital Street N.W., Room 800, Washington, DC 20211." My staff re-contacted UPS and gave them the new address to have the documents re-routed to Mr. Moxley as aforementioned. (Copies of UPS Air bills and notes are attached for your convenience).

2

Attn: Daryl
Congressman Ralph Regula
April 6, 1999
Page 2

Much to our dismay, we received correspondence from the U.S. Department of Labor on April 5, 1999 essentially indicating that the correspondence tendered was somehow mis-routed and received by the office of Workers' Compensation Programs. I am also enclosing a copy of that correspondence for your review. The Department of Labor "punch-holed" the numbers and letters O.W.C.P. 25 3.24.99, which is probably some internal receipt acknowledgment. However, even though this somehow was mis-routed by the Department of Labor, our staff did exactly as it was told in forwarding the Deferred Compensation Plan and the UPS Next Day Air Service Shipping Document reflects that the Department of Labor received same on 03/12/99, @ 9:07 a.m. signed for by "Johnson". This is within the 120 period which we need to qualify the Compensation Plan to be exempt from most all of ERISA's reporting and disclosure requirements. Prior to that, we had difficulty with the Department of Labor in trying to locate the specific department as was told on March 9, 1999 that the entire Department had gone home due inclement weather conditions.

It is now my understanding that we are to forward all documents to the U.S. Department of Labor/P.W.B.A., 200 Constitution Avenue N.W., Room #N5625, Washington, DC 20210, to the attention of Richard Small. In an effort to again rectify this error and afford my client the benefits of exemption from most all of ERISA's reporting and disclosure requirements, we are again sending out this information by guaranteed overnight mail delivery today. However, I and my client would be most grateful for your help in assisting us to get this information to the correct section of the U.S. Department of Labor so that we can be assured of the exempt status.

For these reasons, we would most appreciate contact from you and further assistance at your earliest opportunity.

Very truly yours,



William B. Shetler

WBS/tdk

Enclosure(s): documents.copies

cc: Walton A. Armour
Walton H. Armour

RALPH REGULA
16TH DISTRICT, OHIO

RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-3518
(202) 225-3876

DISTRICT OFFICE
4150 BELDEN VILLAGE STREET NW
SUITE 408
CANTON, OH 44718
(330) 469-4414

TOLL-FREE DISTRICT NUMBER
1-800-826-9015



APPROPRIATIONS
SUBCOMMITTEES:
CHAIRMAN, INTERIOR
TRANSPORTATION
COMMERCE, STATE, JUSTICE

Congress of the United States
House of Representatives
Washington, DC 20515-3516

Date: 4.26

To: JOHN MILLER

Organization: DOL

Fax: _____

No. of Pages (including cover page): 15

From:

____ Rep. Regula

____ Pat Oliver

____ David Dobo

Daryl Revoldt

____ Ellen Flamm

____ Chad Scheatzle

____ Robert Mullen

Comments:

Thanks!



*He Return
My call on 9/21/99
pm.*

FAX SHEET

To: William B. Shetler

Phone: 330. 823. 2226

Fax: 330. 823. 5649

From: TUNNA Burns

Phone: (202) 219-8771 202 219-7222 ext. 3076

Fax: (202) 501-4098

Comments: Please provide me with the following
if this is a Top Hat Filing.

Number of Plans : 1

Number of Participants : 1

SHETLER & SPALDING

ATTORNEYS AT LAW
950 South Sawburg Avenue
Post Office Box 2146
Alliance, Ohio 44601
(330)823-2226
Canton Line: (330)453-7770
Fax: (330)823-5649

Canton Office
United Bank Plaza
Suite 600
220 Market Ave. South
Canton, Ohio 44702

William B. Shetler
David B. Spalding

March 9, 1999

U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20216

Sent via overnight delivery

Attn: Deferred Compensation Plans

IN RE: Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.
Federal I.D. #34-1512351
Deferred Compensation Plan for: Walton A. Armour

Dear Madam or Sir,

I wish to advise that the undersigned is corporate counsel for Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc. whose principal offices are located at 2010 West State Street, Alliance, Ohio 44601.

I am forwarding you a copy of a Deferred Compensation Plan between Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc., and retired employee, Walton A. Armour. This "Top Hat Pension Plan" is tendered to you to obtain and confirm the exemption of this entirely unfunded plan from all **ERISA'S REPORTING AND DISCLOSURE REQUIREMENTS.**

As corporate counsel for the aforementioned corporation, I am therefore representing to you that the Corporation by Resolution set forth the enclosed Deferred Compensation Plan on Walton A. Armour under date of agreement of December 31, 1998.

It is set forth in the Corporate Resolution that if Walton A. Armour retired and resigned from the Corporation, which he did on December 31, 1998, and since he was the founder of the aforesaid Corporation and through his efforts its continued existence entitled it to prosper, as well as same being in the best interest of the aforementioned Corporation, a Deferred Compensation Plan as enclosed is appropriate.

Walton A. Armour tendered his resignation as a Corporate Officer and Chairman of its Board of Directors effective on December 31, 1998. As the third and last criteria as set forth in your regulations, this is the only such plan currently in existence by the Corporation.

4

Deferred Compensation Plans
U.S. Department of Labor
March 9, 1999
Page 2

It is our sincere hope and desire that the foregoing has met all requirements to have the aforementioned "Top Hat Deferred Compensation Plan" exempt from most all of ERISA'S **REPORTING AND DISCLOSURE REQUIREMENTS**. As noted on this correspondence, a copy of the Deferred Compensation Plan has been forwarded to you by guaranteed overnight mail delivery. When I tried to contact the Department of Labor directly on March 9, 1999, it was indicated to me that the Department had gone home due to inclement weather conditions. Pursuant to your rules, we must forward you this information within 120 days of adoption of same. While we are well within that period of time, due to the lack of specific direction of which department I should direct this correspondence and enclosure to, I would most appreciate your acknowledgment of the receipt of the foregoing at your very earliest opportunity, together with whatever additional documentation, if any, you need to grant this exemption. We are most grateful for your assistance and help in this matter.

Respectfully,



William B. Shetler

WBS/tdk

Enclosure: [deferred.compensation](#)

cc: Walton A. Armour
Walton H. Armour

SHETLER & SPALDING

ATTORNEYS AT LAW
950 South Sawburg Avenue
Post Office Box 2146
Alliance, Ohio 44601
(330)823-2226
Canton Line: (330)453-7770
Fax: (330)823-5649

Canton Office

United Bank Plaza
Suite 600
220 Market Ave. South
Canton, Ohio 44702

William B. Shetler
David B. Spalding

April 27, 1999

U.S. Department of Labor
200 Constitution Avenue N.W., Room N5638
Washington, D.C. 20210

*Sent via facsimile (202) 219-8141
& ordinary mail*

Attn: Marleen Harmon (Top-Hat Filing)

**IN RE: Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.
Federal I.D. #34-15112351/Deferred Compensation Plan for: Walton A. Armour**

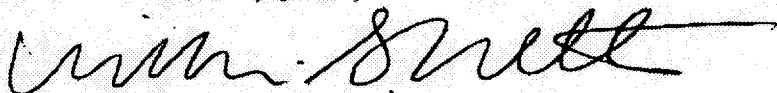
Dear Ms. Harmon:

I was quite pleased and thank you for your telephone call of April 27, 1999 concerning your receipt of the "Top-Hat Pension Plan" reflecting Walton A. Armour's Deferred Compensation Plan that you have acknowledged receipt of by your office.

I understand that due to the interior problem and mis-routing of the previous documents sent to the U.S. Department of Labor and received on March 10, 1999, that my client will not encounter any penalties whatsoever, and will be given all exemptions available for most all of ERISA's reporting and disclosure requirements.

I am also forwarding a copy of this correspondence to Daryl Revoldt of Congressman Ralph Regula's office that helped to assure your receipt of the aforementioned deferred compensation plan. The Congressman's intervention and help of this staff was truly beneficial to me and my client, and we wish to express our appreciation to you and all involved to see that the deferred compensation plan for Mr. Armour was properly exempted. I understand you will also make this correspondence part of your permanent file on this matter. Again, thank you for your help.

Very truly yours,



William B. Shetler

cc: Walton A. Armour
Walton H. Armour
Phil Modie

SHETLER & SPALDING

ATTORNEYS AT LAW
950 South Sawburg Avenue
Alliance, Ohio 44601
(330) 823-2226
Canton Line: (330) 453-7770
Fax: (330) 823-5649
Fed. I.D. #34-1706426

William B. Shetler
David B. Spalding

Canton Office

United Bank Plaza
Suite 600
220 Market South
Canton, OH 44702

FACSIMILE TRANSMITTAL

PRIVILEGED & CONFIDENTIAL

INFORMATION INTENDED ONLY FOR THE USE OF THE ADDRESSEE NAMED BELOW. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE TRANSMISSION, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED.

IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE.

Date: April 27, 1999

To: U.S. Department of Labor
Attn: Marleen Harmon (Top-Hat Filing)

From: William B. Shetler, Esq.

Fax #: (202)219-8141

Re: Deferred Compensation Plan for: Walton A. Armour

of Pages: 2
including cover sheet

If you have problems receiving this facsimile, please call Tracey @ (330) 823-2226.

MESSAGE:

DEFERRED COMPENSATION PLAN

This Agreement is made and entered into on this 31st day of December, 1998, by and between **Walton A. Armour**, (hereinafter referred to as "Wally" or "Participant"), and existing under the laws of the State of Ohio, and **Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.**, (hereinafter referred to "Company").

WHEREAS, the Company and the Participant desires to enter into an Executive Deferred Compensation Plan.

NOW, THEREFORE, in consideration of the Participant's services performed in the past and based upon the mutual promises and covenants herein contained, the Company and the Participant's agree as follows:

SECTION I

DEFINITIONS

When used herein, the following words shall have the meanings below unless the context clearly indicates otherwise:

- 1.1 "Administrative Committee" shall mean those persons appointed to administer this Plan by the Board of Directors pursuant to paragraph 5.1 hereof.
- 1.2 "Commencement Date" means specifically January 15, 1999, excepting only Participant's Bonus Date as defined herein;
- 1.3 "Company" means any successors or assigns thereto;
- 1.4 "Medical Insurance Benefit" means the benefit payable pursuant to paragraph 2.4 hereof;
- 1.5 "Monthly Benefit" means the benefit payable pursuant to paragraph 2.2 hereof;
- 1.6 "Participant" means Walton A. Armour;
- 1.7 "Plan" means Deferred Compensation Plan for Walton A. Armour;
- 1.8 "Spouse" shall primarily mean the spouse of Participant. If the spouse is not living during periods of pay-outs as set forth in this Deferred Compensation Plan, then such monies would be paid to Participant's spouse, heirs, executors, administrators and/or assigns as the case may be;

Note: The phrases "Participant, spouse, heirs, executors, administrators and/or assigns" are specifically intended to be synonymous with one another in conferring all rights to receive the full amount of the Deferred Compensation Plan as described herein.

- 1.9 "Vested" or "Vested Interest" means the percentage of his Periodic Benefit in which the Participant has acquired an interest according to Section V.
- 2.0 "Bonus Date" shall mean a date during 1998 when the Company feels it is financially feasible to pay a bonus to Participant Walton A. Armour in the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00).

SECTION II

BENEFITS

2.1 Eligibility. Participant shall be entitled to receive a Monthly Benefit as set forth in paragraph 2.2 hereof, beginning on the Commencement Date and continuing for ten (10) years. Beginning on the Commencement Date and continuing for the life of Participant and his Spouse, the Automobile Benefit and Medical Insurance Benefit set forth in paragraphs 2.3 and 2.4 shall be paid.

2.2 Monthly Benefit. The Monthly Benefit of Participant shall be his Vested Interest in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) payable per annum at a rate of Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$8,333.33) per month, until the full amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) is paid in full.

It is provided, however, that the Company, at its discretion may at any time when any such payment is due under this agreement to Participant, his spouse, or his heirs, executors, administrators and/or assigns (as the case may be) shall deem it to be in the best interest of the Company not to make such monthly payment that the Company at its sole discretion may defer said monthly payments to Participant, or his spouse, or his heirs, executors, administrators and/or assigns, as set forth in this agreement to the end of any quarter in which the monthly payments would be due to "Participant", his spouse, or his heirs, executors, administrators and/or assigns, as the case may be.

(EXAMPLE: IN THE EVENT THAT THE COMPANY WOULD DETERMINE THAT IT DOES NOT WISH TO PAY A MONTHLY PAYMENT IN THE AMOUNT OF EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$8,333.33) TO PARTICIPANT, OR HIS SPOUSE, OR HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, AS DUE UNDER THE PARTIES' PRIMARY AGREEMENT TO PAY SAME ON THE FIFTEENTH (15TH) DAY OF EACH AND EVERY MONTH UNTIL THE TOTAL AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00) IS

PAID IN FULL, EACH AND EVERY MONTHLY PAYMENT OF EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$8,333.33) SHALL BE COMBINED WITH THE OTHER TWO MONTHLY PAYMENTS FOR THAT QUARTER OF EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$8,333.33) AND BE PAYABLE TO THE PARTICIPANT AND BE RECEIVED BY HIM/HIS SPOUSE OR HIS ESTATE BY THE END OF THAT QUARTER IN THE TOTAL AMOUNT OF TWENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 DOLLARS (\$24,999.99).

NOTICE OF INTENTION TO DEFER MONTHLY PAYMENTS.

It is provided, however, that during any period that the Company at its sole discretion shall determine it is in its best interest to defer any monthly payment due, it shall give notice of said intention to defer said payments directly to Participant, his spouse, their heirs, executors, administrators and/or assigns, or any other individual designated for the receipt of such notice by certified mail, addressee only, return receipt requested, within ten (10) days of any monthly payment contemplated herein. It is further agreed and understood that at the sole discretion of the Company, the Company may defer any part of monthly benefits due to Participant, his spouse, their heirs, executors, administrators and/or assigns so long as by the end of each and every quarter during the entire term of this agreement in which payments are to be made, the total of **Twenty-Four Thousand Nine Hundred Ninety-Nine and 99/100 (\$24,999.99)** shall be paid to Participant, his spouse, their heirs, executors, administrators and/or assigns.

If Participant dies before receiving ten (10) years of Monthly Benefits, that is not less than **One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00)**, one hundred percent (100%) of his Monthly Benefit will continue to be paid to his estate unless his spouse is living, in which case spouse will receive the monthly benefit for the unexpired portion of such ten (10) year period, or until the aforementioned total pay-out is paid in full.

Payment of the Monthly Benefit for the Spouse shall be made monthly commencing on the 15th day of the month following the month in which Participant received his last Monthly Benefit and continue until the earlier of the death of the Spouse or the expiration of the period noted above. Upon the death of the Spouse, any Monthly Benefits that have not been paid shall be paid to the estate of the Participant.

As stated in section 6.2 below, this Plan shall at all times be entirely unfunded. No assets of the Company shall be segregated for the payment of any benefits hereunder, and Participant shall at no time have any interest in any particular assets of the Company.

2.3 Medical Insurance Benefit. The Company shall pay all premium cost in connection with the provision of family medical insurance for Participant and his dependents, including Spouse. Such medical insurance coverage shall at all times be at least equal to the highest/best level of coverage provided by Company to any of its employees. In the event that Company should for any

8

reason cease providing or decreases the level of medical insurance to its employees, or should for any reason cease to have employees, the medical insurance to be provided hereunder shall be comparable in terms of coverage to that being initially provided hereunder.

SECTION III

VESTING

3.1 The Participant and Spouse shall at all times be one hundred percent (100%) vested in all of their benefits under this Plan, including, without limitation the Monthly Benefit, the Medical Insurance Benefit, and the Automobile Benefit.

SECTION IV

AMENDMENT AND TERMINATION

4.1 This Plan may be amended or terminated only in writing, and only if such writing is signed by both parties hereto.

SECTION V

CLAIMS AND ADMINISTRATION

5.1 Fiduciary and Administrator. The Company will be the Fiduciary and Administrator under this Agreement. The Board of Directors of the Company may authorize a person or group of persons to act as the Administrative Committee of the Plan to fulfill the responsibilities of the Company as Administrator.

5.2 Claims Procedure. When a Participant or Spouse believes that he or she has benefits which are not being properly credited, a written claim may be filed with the Board of Directors of the Company on appropriate forms furnished by the Company upon the written request of the claimant, stating those benefits believed not yet to have been credited. Such forms shall indicate to the claimant the various time limits applicable to the claims procedure set forth in this Section. Within seven (7) days after submission of a claim, the Company shall furnish the claimant with either an approval or a detailed written denial of his or claim. If a claim is denied, such written denial shall contain:

- (a) The specific reason or reasons for the denial;
- (b) Specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is

9

necessary; and

- (d) Appropriate information as to the steps to be taken if the Participant or Spouse wishes to submit his or her claim for review.

If a claim is denied, either wholly or in part, then the claimant may request a full and fair review of the claim denial by the Company. To effect such a review, the claimant or his authorized agent must make a written application to the Company on appropriate forms which shall be provided with the denial notice. If the Company fails to provide the appropriate forms needed to make a review of a claim which is denied, then Participant or Spouse may file a request for review on such forms as they shall deem reasonable. Such application must be filed within sixty (60) days after notice of the denial is received. In addition to requesting a review upon written application, the claimant or his authorized agent is entitled to review the Plan under which he is claiming benefits and any documents pertinent thereto.

After review of the claim, the Company shall forward its decision to the claimant within seven (7) days after it receives the application for review. The decision on review shall be in writing and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

SECTION VI

MISCELLANEOUS

6.1 No Effect on Employment Rights. Nothing contained herein will confer upon Participant the right to be retained in the service of the Company nor limit the right of the Company to discharge or otherwise deal with Participant without regard to the existence of the Plan.

6.2 Funding. The Plan at all times shall be entirely unfunded and no provision shall at any time be made with respect to segregating any assets of the Company for payment of any benefits hereunder. Neither Participant, Spouse nor any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan, and Participant, Spouse or any other person shall have the rights of a general unsecured creditor of the Company with respect to any rights under the Plan. Nothing contained in the Plan shall constitute a guarantee by the Company or any other entity or person that the assets of the Company will be sufficient to pay any benefit hereunder.

6.3 Spendthrift Provision. No benefit payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge prior to actual receipt thereof by the payee; and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge prior to such receipt shall be void; and the Company shall not be liable in any manner for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to any benefit under the Plan.

6.4 State Law. The Plan is established under and will be construed according to the laws of the State of Ohio.

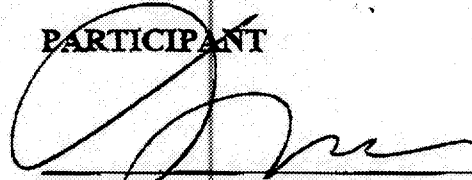
6.5 Incapacity of Recipient. In the event Participant or Spouse is declared incompetent and a guardian or other person legally charged with the care of his person or of his estate is appointed any benefits under the Plan to which Participant or spouse is entitled shall be paid to such guardian or other person legally charged with the care of his person or his estate.

6.6 Successors and Assigns. This Plan shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs and personal representative of the parties hereto.

6.7 Survival of Covenants. Any and all covenants and representations made in this Plan shall survive the term of this Plan in order to give effect thereto.

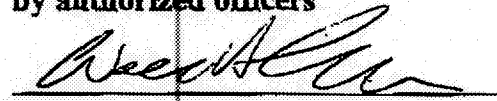
IN WITNESS WHEREOF, Participant has hereunto set his hand the Company has caused this Agreement to be executed by its proper officer as of the date first written above.

PARTICIPANT

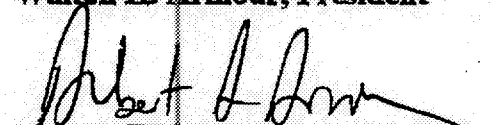


Walton A. Armour

WALLY ARMOUR CHRYSLER-
PLYMOUTH-DODGE-JEEP, INC.,
by authorized officers



Walton H. Armour, President



Albert A. Armour, Vice President



UPS Next Day Air[®]
UPS Worldwide Express
Shipping Document

See instructions on back. Call 1-800-PICK-UPS (800-742-5877) for additional information.

TRACKING NUMBER **N431 7550 63 5**

SHIPMENT FROM
 SHIPPER'S UPS SHIPPER NO. UPS BILLING NO. FOR UPS USE
 ACCIDENT NO. **6 8 1 5 3 6 2 3 0 4** **480 - X76**

REFERENCE NUMBER
wally armour

NAME TELEPHONE
Bill Shetler 330-823-2226

COMPANY
SHELTER & SPALDING

STREET ADDRESS
950 SOUTH SAWBURG AVE.

CITY AND STATE ZIP CODE
ALLIANCE OH 44601

EXTREMELY URGENT DELIVERY TO:
 NAME TELEPHONE

COMPANY
U.S. DEPARTMENT OF LABOR

STREET ADDRESS DEPT./FLOOR
200 Constitution Avenue N.W.

CITY AND STATE (INCLUDE COUNTRY IF INTERNATIONAL) ZIP CODE
Washington, D.C. 20216



WEIGHT	WEIGHT ENTER "L" IF LETTER	DIMENSIONAL WEIGHT IF APPLICABLE	SHIPPER'S COPY
	L		
TYPE OF SERVICE	<input checked="" type="checkbox"/> NEXT DAY AIR	<input type="checkbox"/> WORLDWIDE EXPRESS (INTERNATIONAL)	CHARGES
	FOR WORLDWIDE EXPRESS SHIPMENTS: Mark an "X" in this box if shipment only contains documents of no commercial value.		
OPTIONAL SERVICES	<input type="checkbox"/> SATURDAY PICKUP See instructions.	<input type="checkbox"/> SATURDAY DELIVERY See instructions.	\$
	<input type="checkbox"/> DECLARED VALUE Contents are automatically protected up to \$500. For declared value over \$500, see instructions.	\$ AMOUNT	\$
ADDITIONAL HANDLING CHARGE	<input type="checkbox"/> C.O.D. (See instructions to be completed and attach correct UPS C.O.D. tag to destination)	\$ AMOUNT	\$
	<input type="checkbox"/> An Additional Handling Charge applies for certain items. See instructions.		\$
TOTAL CHARGES			\$
METHOD OF PAYMENT	<input checked="" type="checkbox"/> BILL SHIPPER	<input type="checkbox"/> BILL RECEIVER	CREDIT CARD American Express Discover Card MasterCard Visa
	<input type="checkbox"/> BILL THIRD PARTY	<input type="checkbox"/>	

RECEIVERS / THIRD PARTYS UPS ACCT. NO. OR MAJOR CREDIT CARD NO. EXPIRATION DATE

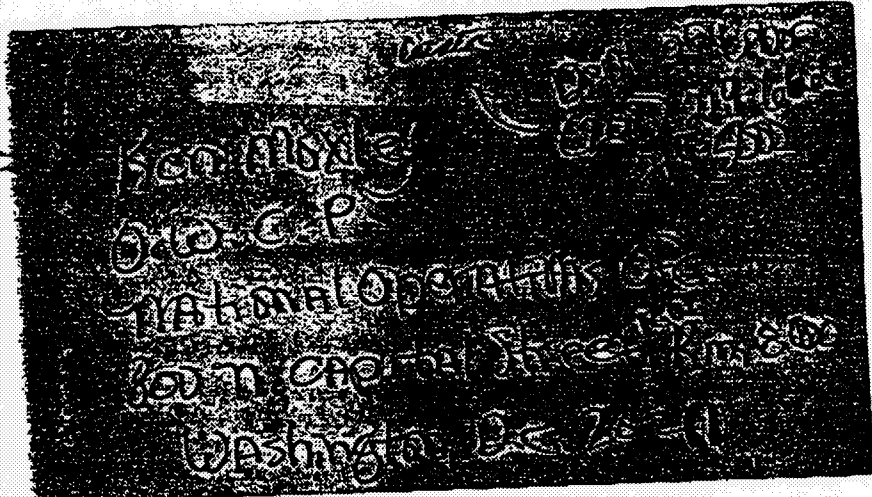
THIRD PARTY'S COMPANY NAME

STREET ADDRESS

CITY AND STATE ZIP CODE

SHIPPER'S SIGNATURE **X t. kenard** DATE OF SHIPMENT **03 / 09 / 99**

010191120 9/98 M



Received on
 3/12/99 @ 9:07am
 signed for by
 "Johnson".



United Parcel Service

Period Ending
March 13, 1999
Shipper 6815362304
Invoice 6815362304-119,
Page 4 of 4

Waybills
(Continued)

Air Shipping Document Detail
Bill Shipper

Shipped	Tracking No. Service	Zone	Count/ Billed Weight	Charge
03-10	N431 7550 644 Next Day Air	102	1 Letter	

Reference No.
FRAZIER V HERSHEY

Sender
WILLIAM B SHETLER
SHELTER AND SPALDING
ALLIANCE OH 44601

Receiver
ATTN CLERK OF COURTS
PORTAGE COUNTY COURT
RAVENNA OH 44266

Transportation 11.75

Total 11.75

Address Corrections

Service	Tracking No./Reference No./ Address Shown	Corrected Address	Charge
Next Day Air	N4317550635 WALLY ARMOUR 200 CONSTITUTION AVE NW WASHINGTON DC 20216	US DEPT OF LABOR SUITE 800 800 N CAPITAL ST NW WASHINGTON DC 20211	7.50

► **Charges** \$ 7.50



Employment Standards Administration
Office of Workers' Compensation Programs
Division of Federal Employees' Compensation
Room 800
800 North Capitol Street, N.W.
Washington, D.C. 20211



RECEIVED
4-5-99

WDS

File Number:

The enclosed correspondence is being returned as we are unable to determine the appropriate case file for placement of your letter. A computer search with the information provided revealed either that we cannot identify a claim or we have multiple claim files under this name. So that we may ensure that your correspondence receives proper consideration, please note the following:

If you are writing from a medical provider's office, please try to verify the correct claim number from the injured employee. Please also indicate the date of the injury on your correspondence, as one person may have more than one claim file number.

If this is in reference to a recent injury, we may not yet have received the proper claim forms. Please contact the employing agency to verify submission of the claim. If you are the injured employee, you will receive a written confirmation when the claim forms are received and you have been assigned a claim file number. Please hold this correspondence until you have a claim file number to identify your correspondence.

If you are aware of the claim file number, please place this number prominently on your document and resubmit. We will make every effort to promptly place information in the appropriate case file.

If additional information is needed, you can reach our contact office at (202) 565-9770 between 8:15 am and 4:45 pm Monday thru Friday. Due to the volume of calls received, you may experience delays, please be patient.

Sincerely,

Supervisor, mail and file

Working for America's Workforce

14

SHETLER & SPALDING

ATTORNEYS AT LAW
950 South Sawburg Avenue
Post Office Box 2146
Alliance, Ohio 44601
(330)823-2226
Canton Line: (330)453-7770
Fax: (330)823-5649

Canton Office

United Bank Plaza
Suite 600
220 Market Ave. South
Canton, Ohio 44702

William B. Shetler
David B. Spalding

April 6, 1999

Congressman Ralph Regula
4150 Belden Village Street N.W.
Canton, Ohio 44718

Sent via facsimile (330)489-4448
& ordinary mail

Attn: Daryl

**IN RE: Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc.
Federal I.D. #34-15112351
Deferred Compensation Plan for: Walton A. Armour**

Dear Daryl:

I contacted your office for much needed help concerning the above-captioned matter, and spoke to Ellen from Congressman Regula's office, who suggested I write to you regarding this.

I represent Wally Armour Chrysler-Plymouth-Dodge-Jeep, Inc. The "Top-Hat Pension Plan" reflecting Mr. Armour's Deferred Compensation Plan pursuant to regulation was to be tendered to the U.S. Department of Labor within 120 days of its adoption by the Corporation to obtain the exemption of this entirely unfunded plan from most all of ERISA's reporting and disclosure requirements.

This was done so to the best of our ability by UPS Next Day Air Service well within the time frame allotted in our mailing of March 9, 1999. I am enclosing a copy of that mailing, together with a copy of the Deferred Compensation Plan for Mr. Armour.

On March 10, 1999, my staff received a call from UPS stating they could not deliver the overnight package to the U.S. Department of Labor as it was not directed to any one individual and would not be accepted by the Department. My staff contacted the Department and was given instructions to forward all documents to the attention of a "Ken Moxley" located at the address of "O.W.C.P., National Operations Office, 800 N. Capital Street N.W., Room 800, Washington, DC 20211." My staff re-contacted UPS and gave them the new address to have the documents re-routed to Mr. Moxley as aforementioned. (Copies of UPS Air bills and notes are attached for your convenience).

Attn: Daryl
Congressman Ralph Regula
April 6, 1999
Page 2

Much to our dismay, we received correspondence from the U.S. Department of Labor on April 5, 1999 essentially indicating that the correspondence tendered was somehow mis-routed and received by the office of Workers' Compensation Programs. I am also enclosing a copy of that correspondence for your review. The Department of Labor "punch-holed" the numbers and letters O.W.C.P. 25 3.24.99, which is probably some internal receipt acknowledgment. However, even though this somehow was mis-routed by the Department of Labor, our staff did exactly as it was told in forwarding the Deferred Compensation Plan and the UPS Next Day Air Service Shipping Document reflects that the Department of Labor received same on 03/12/99, @ 9:07 a.m. signed for by "Johnson". This is within the 120 period which we need to qualify the Compensation Plan to be exempt from most all of ERISA's reporting and disclosure requirements. Prior to that, we had difficulty with the Department of Labor in trying to locate the specific department as was told on March 9, 1999 that the entire Department had gone home due inclement weather conditions.

It is now my understanding that we are to forward all documents to the U.S. Department of Labor/P.W.B.A., 200 Constitution Avenue N.W., Room #N5625, Washington, DC 20210, to the attention of Richard Small. In an effort to again rectify this error and afford my client the benefits of exemption from most all of ERISA's reporting and disclosure requirements, we are again sending out this information by guaranteed overnight mail delivery today. However, I and my client would be most grateful for your help in assisting us to get this information to the correct section of the U.S. Department of Labor so that we can be assured of the exempt status.

For these reasons, we would most appreciate contact from you and further assistance at your earliest opportunity.

Very truly yours,



William B. Shetler

WBS/tdk

Enclosure(s): documents.copies

cc: Walton A. Armour
Walton H. Armour

RALPH REGULA
16TH DISTRICT, OHIO



APPROPRIATIONS
SUBCOMMITTEES:
CHAIRMAN, INTERIOR
TRANSPORTATION
COMMERCE, STATE, JUSTICE

PLAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-3518
(202) 225-3876

DISTRICT OFFICE
4150 BELDEN VILLAGE STREET NW
SUITE 408
CANTON, OH 44718
(330) 489-4474

TOLL-FREE DISTRICT NUMBER
1-800-325-9015

Congress of the United States
House of Representatives
Washington, DC 20515-3516

Date: 4.26

To: JOHN MILLER

Organization: DOL

Fax: _____

No. of Pages (including cover page): 15

From:

____ Rep. Regula

____ Pat Oliver

____ David Dobo

Daryl Revoldt

____ Ellen Flamm

____ Chad Scheatzle

____ Robert Mullen

Comments:

Thanks!