

again to make contributions, the forfeitures and vesting provisions in the Trust shall again become fully effective.

Should the Company decide to terminate the Plan at or after the time of the discontinuance of its contributions thereto, the Trustee shall be notified of such termination in writing, and shall proceed to liquidate the assets of the Trust fund, using the proceeds thereof as follows:

First, to pay any due and accrued expenses and liabilities of the Trust, and any expenses involved in the termination of the Plan.

Second, to pay to members of the Plan the amount of their interest in the Trust fund (or such percentage thereof as available funds permit), such payments to be made in cash or through the purchase of annuity contracts, as the Executive Committee may direct.

If the Internal Revenue Service determines that this Plan and Trust do not qualify initially under Section 401 (a) of the Internal Revenue Code of 1954 or any statute of similar import, all contributions made by the Company shall, at the option of the Company, be returned to the Company by the Trustee. Notwithstanding any provisions in this Plan to the contrary, no participant or beneficiary shall have any right or claim to any asset of the Trust, or to any benefit under the Plan before the Internal Revenue Service determines that the Plan and Trust qualify under the provisions of Section 401 (a) of the Internal Revenue Code of 1954, or any statute of similar import. Upon return of all contributions to the Company, the Trust provided for in this Plan shall terminate, and the Trustee shall be discharged from all obligations hereunder.

ARTICLE XVI

LIMITATIONS ON VESTING AND ALIENABILITY

No member of the Plan shall have any legal right, title or interest in the Trust fund or any of its assets, except in the event and to the extent that benefits may actually accrue to him hereunder, and the same limitation shall be applicable with respect to death benefits which may be payable to