CLOROX CO /DE/

FORM S-8
(Securities Registration: Employee Benefit Plan)

Filed 9/9/1999

Address	THE CLOROX COMPANY 1221 BROADWAY
	OAKLAND, California 94612-1888
Telephone	510-271-7000
CIK	0000021076
Industry	Personal & Household Prods.
Sector	Consumer/Non-Cyclical
Fiscal Year	06/30

As filed with the Securities and Exchange Commission on

September 7, 1999, Registration No. 333-[ ]

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE

SECURITIES ACT OF 1933

THE CLOROX COMPANY

(Exact Name of Registrant as Specified in Its Charter)

Delaware	310595760
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

1221 Broadway, Oakland, CA 94612-1888

(Address of Principal Executive Offices) (Zip Code)

SAVINGS PLAN FOR EMPLOYEES OF FIRST BRANDS CORPORATION

AND PARTICIPATING SUBSIDIARIES

(Full Title of the Plans)

G. C. Sullivan

Chairman of the Board and Chief Executive Officer

The Clorox Company

1221 Broadway, Oakland, CA 94612-1888

(Name and Address of Agent For Service)

510/271-7000

(Telephone Number, Including Area Code, of Agent For Service)

Copies to:

Peter D. Bewley, Esq.	John W. Campbell, III, Esq.
The Clorox Company	Morrison & Foerster LLP
1221 Broadway	425 Market Street
Oakland, California 94612-1888	San Francisco, California

(510) 271-7000 94105-2482

(415) 268-7000

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee
Common Stock, $1.00 par value(1)	100,000 shares	$45.1875(2)	$4,518,750(2)	$1,256.21(3)

(1) In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plans described herein.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h). The fee is calculated on the basis of the average of the high and low prices for the Registrant's Common Stock reported on the New York Stock Exchange Composite Tape on September 1, 1999.

(3) All of the 100,000 shares registered hereby were registered pursuant to the Registrant's Registration Statement on Form S-4, No. 333-69455, and are unissued as of the date hereof. A registration fee of $452,111 was previously paid with respect to such securities and, pursuant to Rule 429 under the Securities Act, the registration fee payable hereunder is offset completely by such previously paid amount. Pursuant to Rule 429 under the Securities Act, the employee benefit plan filed as part of this registration statement relates to the securities registered hereby, including the common stock previously registered by the Registrant under its Registration Statement on **Form S-4, No. 333-69455.**

Part I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information concerning the Savings

Plan for Employees of First Brands Corporation and Participating

Subsidiaries, restated January 1, 1997, as amended on February 1,

1999 (the "Plan") of The Clorox Company, a Delaware corporation

(the "Registrant") specified in Item 1 and Item 2 of the this

Part I

has or will be sent or given to employees as specified by Rule

428(b)(1) of the Securities Act of 1933, as amended (the

"Securities Act"). Such documents need not be filed with the

Securities and Exchange Commission ("SEC") either as part of

this Registration Statement or as prospectuses or prospectus

supplements pursuant to Rule 424 of the Securities Act. These

documents and the documents incorporated by reference in this

Registration Statement pursuant to Item 3 of Part II hereof,

taken together, constitute a prospectus that meets the requirements

of Section 10(a) of the Securities Act.

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The Registrant hereby incorporates by reference into this Registration

Statement the following documents previously filed with the SEC.

(a) The Registrant's latest Annual Report on Form 10K for

the fiscal year ended June 30, 1998, filed with the SEC on

September 28, 1998, pursuant to Section 13(a) of the Securities

Exchange Act of 1934, as amended (the "Exchange Act").

(b) The Plan's latest Annual Report on Form 11-K for the

fiscal year ended December 31, 1998, filed with the SEC on

July 12, 1999, pursuant to Section 15(d) of the Exchange Act.

(c) The Registrant's Quarterly Report on Form 10Q for

the fiscal quarter ended September 30, 1998, filed with the SEC on November 12, 1998, pursuant to Section 13(a) of the **Exchange Act.**

(d) The Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended December 31, 1998, filed with the SEC on February 12, 1999, pursuant to Section 13(a) of the **Exchange Act.**

(e) The Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 1999, filed with the SEC on May 14, 1999, pursuant to Section 13(a) of the Exchange **Act.**

(f) The description of the Registrant's Common Stock which is contained in its Registration Statement on Form 8-A, No. 001-07151, filed with the SEC on October 20, 1987, including any amendment or report filed for the purpose of updating such description.

All reports and definitive proxy or information statements filed by the Registrant or the Plan pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein

or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not Applicable.

Item 5. Interests of Named Experts and Counsel

Not Applicable.

Item 6. Indemnification of Director and Officers

Section 145(a) of the Delaware General Corporation Law (the "DGCL") provides in relevant part that "a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that he is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful." With respect to derivative actions, Section 145(b) of the DGCL provides in relevant part that "[a] corporation may indemnify any person who was or is a party or is threatened to be made a party to

any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor. . . . [by reason of his service in one of the capacities specified in the preceding sentence] against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper."

The Registrant's Restated Certificate of Incorporation provides that the Registrant is required to indemnify to the full extent permitted by the DGCL any person made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that the person, or the testator or intestate of such person, is or was a director or officer of the Registrant, or served any business as a director or officer at the request of the Registrant. Expenses incurred by a director of the Registrant in defending a civil or criminal action, suit or proceeding by reason of the fact

that such person was a director of the Registrant (and not in any other capacity, including if such person was serving at the Registrant's request as a director or officer of another enterprise or corporation) will be paid by the Registrant in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Registrant as authorized by relevant sections of the DGCL. The Registrant will indemnify officers or directors in connection with a proceeding initiated by them only if such proceeding was authorized by the Registrant's Board of Directors. Any person who is not paid pursuant to the foregoing indemnification provisions 90 days after submitting a written claim to the Registrant may sue to recover such unpaid amounts and, if successful, will be entitled to be paid the expense of prosecuting such claim (except for any such claims as the Registrant is not permitted by law to indemnify, although the burden of proving such defense will be on the Registrant).

Such Restated Certificate of Incorporation also provides that no director will be liable to the Registrant for a breach of fiduciary duty, except (1) for any breach of the director's duty of loyalty to the Registrant or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (3) under Section 174 of the DGCL, or (4) for any transaction from which the director derived an improper personal benefit. The Registrant may also maintain insurance at its expense, to protect itself and any director or officer of the Registrant or of another

corporation or other enterprise against any expense, liability or loss, whether or not the Registrant would have the power to indemnify such person against such expense, liability or loss under the DGCL.

The Registrant has purchased and maintains insurance on behalf of any person who is or was a director or officer against loss arising from any claim asserted against him and incurred by him in any such capacity, subject to certain exclusions.

See also the undertakings set out in response to Item 9 herein.

Item 7. Exemption from Registration Claimed

Not Applicable.

Item 8. Exhibits

(a) Exhibit List

Exhibit No.	Description
4.1	Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-8 (Commission File No. 333-44695) dated January 22, 1998).
4.2	Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3(ii) to the Registrant's Annual Report on Form 10-K for the fiscal year ended June 30, 1998).
4.3	Savings Plan for Employees of First Brands Corporation and Participating Subsidiaries, restated January 1, 1997.

4.4 Amendment and Restatement to the Savings Plan

for Employees of First Brands Corporation and

its Participating Subsidiaries.

23.1		Consent of Deloitte & Touche LLP.
23.2		Consent of KPMG LLP, independent public accountants.
24.1		Powers of Attorney.

(b) Undertaking

First Brands Corporation has submitted the Plan and the Registrant will submit the amendment[s] thereto to the Internal Revenue Service ("IRS") in a timely manner and will make all changes required by the IRS in order to qualify the Plan under Section 401(a) of the Internal Revenue Code of 1986, as amended.

Item 9. Undertakings

A. The undersigned Registrant hereby undertakes: (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "1933 Act"), (ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement, and (iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement, provided, however, that clauses (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic

reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference into this Registration Statement; (2) that for the purpose of determining any liability under the 1933 Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the 1933 Act, each filing of the Registrant's and the Plan's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference into this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the 1933 Act may be permitted to directors, officers or controlling persons of the Registrant pursuant to the indemnity provisions summarized in Item 6 above or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the

Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the 1933 Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oakland, State of California, on September 7, 1999.

THE CLOROX COMPANY

By:

Peter D. Bewley

Senior Vice President-General Counsel and Secretary

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints, severally and not jointly, Karen M. Rose and Peter D. Bewley, with full power to act alone, as his or her true and lawful attorney-in-fact, with the power of substitution, for and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration

Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that each said attorney-in-fact may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ G. C. Sullivan G. C. Sullivan	Chairman of the Board and Chief Executive Officer	September 7, 1999
/s/ D. Boggan, Jr. D. Boggan, Jr.	Director	September 7, 1999
/s/ J. W. Collins J. W. Collins	Director	September 7, 1999
/s/ U. Fairchild U. Fairchild	Director	September 7, 1999
/s/ T. M. Friedman T. M. Friedman	Director	September 7, 1999
J. Manchot	Director	

	September 7, 1999	
/s/ R. W. Matschullat		
R W. Matschullat September 7, 1999	Director	
/s/ D. O. Morton		
D. O. Morton September 7, 1999	Director	
/s/ K. Morwind		
K. Morwind September 7, 1999	Director	
/s/ E. L. Scarff		
E. L. Scarff September 7, 1999	Director	
/s/ L. R. Scott		
L. R. Scott September 7, 1999	Director	
/s/ C. A. Wolfe		
C. A. Wolfe September 7, 1999	Director	
/s/ K. M. Rose		
K. M. Rose September 7, 1999	Group Vice President - Finance and Chief Financial Officer (Principal Financial Officer)	
/s/ H. J. Salvo, Jr.		
H. J. Salvo, Jr. September 7, 1999	Vice President-Controller (Principal Accounting Officer)	

Pursuant to the requirements of the Securities Act of 1933, the trustee (or other person who administers the Plan) has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oakland, State of California, on September 7, 1999.

SAVINGS PLAN FOR EMPLOYEES OF FIRST BRANDS CORPORATION AND PARTICIPATING SUBSIDIARIES

By: */s/ Peter D. Bewley*

Name: *Peter D. Bewley*

Title: *Secretary/Senior Vice President, First*

Brands Corporation

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of The Clorox Company on Form S-8 of our report dated August 30, 1998, appearing in and incorporated by reference in the **Annual Report on Form 10-K of The Clorox Company for the year** ended June 30, 1998, and of our report dated June 25, 1999 appearing in and incorporated by reference in the Annual Report on Form 11-K of The Savings Plan for Employees of First Brands Corporation and **Participating Subsidiaries for the year ended December 31, 1998.**

/s/ DELOITTE & TOUCHE LLP

DELOITTE & TOUCHE LLP

Oakland, California

September 3, 1999

CONSENT OF INDEPENDENT AUDITORS

We consent to incorporation by reference in the registration statement on Form S-8 of The Clorox Company of our report dated June 4, 1998, relating to the statements of net assets available for plan benefits of the Savings Plan for Employees of First Brands Corporation and Participating Subsidiaries as of December 31, 1997 and 1996 and the related statements of changes in net assets available for plan benefits for the years then ended, and the related supplemental schedules of investments as of December 31, 1997 and 5% reportable transactions for the year ended December 31, 1997, which report appears in the December 31, 1997 annual report of the Savings **Plan for Employees of First Brands Corporation and Participating Subsidiaries on Form 11-K.**

/s/ KPMG LLP

New York, New York

September 7, 1999

THE SAVINGS PLAN FOR EMPLOYEES OF FIRST BRANDS CORPORATION

AND ITS PARTICIPATING SUBSIDIARIES

Effective July 1, 1989

Restated January 1, 1997

ARTICLE I

DEFINITIONS

LIMITATION ON MAXIMUM CONTRIBUTIONS AND BENEFITS

UNDER ALL PLANS

ARTICLE VI

TOP-HEAVY RULES

ARTICLE VII

TRUST

ARTICLE VIII

ADMINISTRATION

ARTICLE IX

AMENDMENT, TERMINATION, ADOPTION AND MERGER

ARTICLE X

MISCELLANEOUS

THE SAVINGS PLAN FOR EMPLOYEES OF FIRST BRANDS CORPORATION

AND PARTICIPATING SUBSIDIARIES

INTRODUCTION

This Plan is established by First Brands Corporation, a Delaware corporation, for the exclusive benefit of its eligible employees and their beneficiaries and the eligible employees and their beneficiaries of any company, partnership or other entity adopting this Plan. Participation in this Plan by employees is entirely voluntary. The Plan has also been referred to as the "FIRST Plan" in the Summary Plan Description and other Plan literature distributed to C ompany Employees.

ARTICLE I DEFINITIONS

As used in this Plan, the following terms shall have the designated meaning:

1.1. "Accounts" or "Account" shall mean the Tax **Preferred Account and the Standard Investment Account.**

1.2. "Actual Deferral Percentage" shall mean, with respect to a specified group of Eligible Employees, the average of the ratios, calculated separately for each Eligible Employee in that group, of

(a) the amount of Before Tax Contributions for a Plan Year to

(b) the Employee's Compensation for that Plan Year.

For purposes of determining the Actual Deferral Percentage; the data for the non-highly compensated employees shall be derived from the Plan Year preceding the Plan Year for which the test is being determined,

unless the Committee elects to use the current Plan Year.

1.3 "Affiliate" shall mean, except as otherwise provided in Article V, each of (a) any corporation (other than an Employer) of which at least 80% of the total combined voting power of all classes of stock entitled to vote is owned at the time of reference, either directly or indirectly, by the Company; (b) any other trade or business (other than an Employer), whether or not incorporated, which, at the time of reference, is controlled by or under common control with an Employer, within the meaning of section 414(C) of the Code; or (c) any member (other than an Employer), at the time of reference, of an affiliated service group within the meaning of section 414(m) of the Code, which includes an Employer.

1.4 "Alternate Payee" shall mean any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.

1.5 "Basic Contribution" shall mean a contribution made to a Participant's Standard Investment Account pursuant to Section 2.3 of this Plan.

1.6 "Before Tax Contribution" shall mean a contribution to a Participant's Tax Preferred Account made pursuant to Section 2.3 of this Plan.

1.7 "Beneficiary" shall mean the person, persons or estate entitled under Section 4.1.3 to receive any amount under this Plan in the event of a Participant's death.

1.8 "Code" shall mean the Internal Revenue Code of 1986, as from time to time amended. Reference to a specific

provision of the Code shall include such provision, any valid regulation promulgated thereunder and any comparable provision of future legislation that amends, supplements or supersedes such provision.

1.9 "Committee" shall mean the Administrative Committee provided for in Article VIII of this Plan.

1.10 "Company" shall mean First Brands Corporation, a Delaware corporation, and any successor thereof by merger, consolidation or otherwise.

1.11 "Company Contribution" shall mean a contribution to a Participant's Tax Preferred Account or Standard Investment Account made pursuant to Section 2.4 of this Plan.

1.12 "Company Service Credit" shall mean the period of service determined under Section 8.14 of this Plan.

1.13 "Compensation" shall mean a Participant's regular, basic hourly rate of pay or salary for his/her regularly scheduled hours, determined prior to any reduction in such hourly rate of pay or salary for Before Tax Contributions, Basic Contributions, or Supplementary Contributions to this Plan. For purposes of this Plan, a Participant's regular, basic hourly rate of pay or salary shall include any shift premium paid to such Participant and shall include sales bonuses, and sales commissions if authorized by the Committee. Compensation, for purposes of this Plan, shall be limited to a maximum of $200,000, as adjusted by the Secretary of the Treasury or his delegate at the same time and in the same manner as under section 415(d) of the Internal Revenue Code. If the $200,000 limitation (as adjusted) is exceeded due to the application of this rule, then such limitation shall be prorated among the affected individual's Compensation as

determined without regard to this limitation. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year and the first adjustment to the $200,000 limitation shall be effective on January 1, 1990. For any short Plan Year the annual compensation limit shall be an amount equal to the annual compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the Compensation of each Employee taken into account under the Plan shall not exceed the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) annual compensation limit. The OBRA '93 annual compensation limit is $150,000, as adjusted by the Commissioner of the Internal Revenue Service for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under

section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision. If Compensation for any prior determination period is taken into account in determining an Employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is $150,000.

1.14 "Contribution Percentage" means, with respect to a specified group of Eligible Employees, the average of the ratios, calculated separately for each Eligible Employee in that group, of:

(a) the amount of Basic Contributions and Company **Contributions for a Plan Year to**

(b) the Eligible Employee's Compensation for that Plan Year.

1.15 "Credited Service" shall mean the period of service credited to an Employee for purposes of determining his/her share of Company Contributions made pursuant to Section 2.4 of the Plan and his/her eligibility to participate in this Plan, as determined under Section 8.13 of this Plan.

1.16 "Disability" shall mean a Participant's total physical or mental inability to perform any work for compensation or profit in any occupation for which he/she is reasonably qualified by reason of training, education or ability, and which is adjudged to be permanent, as determined by the Committee on the basis of medical evidence

satisfactory to it.

1.17 "Domestic Relations Order" shall mean any judgment, decree, or order (including approval of a property Settlement agreement) which is (a) related to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant, and (b) made pursuant to a state domestic relations law (including a community property law).

1.18 "Earnings" for any Limitation Year means total compensation actually paid or made available by the Company and its Affiliates for such year, including, but not limited to, bonuses, income from sources without the United States whether or not excludable for federal income tax purposes, amounts related to the value of property transferred in connection with the performance of services which are includable for federal income tax purposes under Code section 83(b), and taxable income attributable to employer-provided life insurance. Earnings shall not include deferred compensation (other than payments under an unfunded plan that are Currently includable in income), amounts realized from the exercise of a non-qualified stock option or a stock appreciation right, exercise payments under a stock option plan, amounts contributed on behalf of a Participant to a plan which meets the requirements of Code sections 401(a) and 401(k), or other distributions which receive special tax benefits. Compensation, for purposes of this Plan, shall be limited to a maximum of $200,000, as adjusted by the Secretary of the Treasury or his delegate at the same time and in the same manner as under section 415(d)

of the Internal Revenue Code. In determining the Compensation of a Participant for purposes of this limitation, the rules of Code section 414(q)(6) shall apply, except that in applying such rules the "family" shall only include the spouse and lineal descendants of the Participant that have not attained age 19 before the close of the year. If the $200,000 limitation (as adjusted) is exceeded due to the application of this rule, then such limitation shall be prorated among the affected individual's Compensation as determined without regard to this limitation. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year and the first adjustment to the $200,000 limitation shall be effective on January 1, 1990. For any short Plan Year the annual compensation limit shall be an amount equal to the annual compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the Compensation of each Employee taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is $150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period)

beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12. For Plan Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision. If Compensation for any prior determination period is taken into account in determining an Employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is $150,000.

1.19 "Eligible Employee" shall mean any Employee, other than an Employee who is a member of a class of Employees excluded from coverage under this Plan pursuant to Section 2.2, if such individual is compensated on an hourly, salaried or commission basis.

1.20 "Employee" shall mean any individual who, under the rules applicable in determining the employer-employee relationship for purposes of section 3121 of the Code, has the status of an employee of an Employer or an Affiliate; and any officer of an Employer or an Affiliate.

1.21 "Employer" shall mean (a) the Company, and (b) any other Subsidiary which has adopted this Plan in

accordance with Section 9.5.

1.22 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as from time to time amended. Reference to a specific provision of ERISA shall include such provision, any valid regulation promulgated thereunder and any comparable provision of future legislation that amends, supplements or supersedes such provision.

1.23 "Excess Aggregate Contributions" shall mean the amount described in Section 401(m)(6)(B) of the Code.

1.24 "Excess Contributions" shall mean the amount described in Section 401(k)(8)(B) of the Code.

1.25 "Excess Deferral Amount" shall mean the amount of Before Tax Contributions for a calendar year that the Participant allocates to this plan pursuant to the procedure set forth in Section 5.7.

1.26 "Highly Compensated Participant" means an Employee who:

(a) at any time during the Plan Year, or the preceding Plan Year, was a five-percent owner of the outstanding stock of the Employer or stock possessing more than five (5) percent of the total combined voting power of all stock of one Employer; or

(b) for the preceding year:

(i) earned more than $80,000 (as adjusted by the Secretary of the Treasury at the same time and the same manner as under section 415(d) of the Code) in compensation (within the meaning of Code section 415(c)(3)) from the Employer; and

(ii) if the Employer elects the application of this subsection, was a member of the top-paid group of

Employees (within the meaning of Sections 414(q)((3) and (5).

1.27 "Key Employee" shall mean any Employee or former Employee (and beneficiaries of such employee) of the Employer who, at any time during the Plan Year including the Determination Date or during any of the four (4) preceding Plan Years, is or was:

(a) an officer of the Employer or an Affiliate, but in no event shall more than fifty (50) employees (or if lesser, the greater of three (3) employees or ten (10) percent of the employees), be treated as officers. For purposes of this subsection (i) an officer shall not include an employee having an annual compensation less than or equal to 50% of the amount in effect under section 415(b)(1)(A) of the Code for the Plan Year;

(b) one of the ten (10) employees having annual compensation from the Employer or an Affiliate of more than the limitation in effect under section 415(c)(1)(A) of the Code for the calendar year in which the Plan Year ends who owns (or is considered as owning in accordance with applicable regulations of the Secretary of the Treasury) both more than one-half percent interest and the largest stock interests in the Employer. For purposes of this subsection (b), if two (2) employees have the same interest in the Employer or Affiliate, the employee having the greater annual compensation from the Employer or Affiliate shall be treated as having the larger interest;

(c) any employee who owns (or is considered as owning) more than five (5) percent of the outstanding stock of the Employer or Affiliate or stock possessing more than five (5) percent of the total combined voting

power of all stock of the Employer or Affiliate; or

(d) any employee who owns (or is considered as owning) more than one (1) percent of the outstanding stock of the Employer or Affiliate or stock possessing more than one (1) percent of the total combined voting power of all stock of the Employer or Affiliate and receives compensation of more than $150,000.

For purposes of determining percentage ownership under this section, employers that would otherwise be aggregated under sections 414(b), (c) and (m) of the Code shall be treated as separate employers; however for purposes of determining compensation under this section, compensation required to be aggregated under such section shall be taken into account. Further, for purposes of this section, "compensation" shall mean compensation as reported on the individual's Form W-2 for the calendar year that ends with or within the applicable Plan Year.

1.28 "Normal Retirement Date" shall mean a Participant's 65th birthday.

1.29 "Participant" shall mean an Eligible Employee who becomes a Participant in this Plan pursuant to Section 2.1.

1.30 "Plan" shall mean The Savings Plan for **Employees of First Brands Corporation and Participating** Subsidiaries, as from time to time in effect.

1.31 "Plan Year" shall mean the twelve-month period starting January 1 and ending December 31.

1.32 "Qualified Domestic Relations Order" shall mean a qualified domestic relations order as defined in Code section 414(p).

1.33 "Subsidiary" shall mean (a) any Affiliate and (b) any other corporation, partnership or other entity, other than an Employer, 20% or more of which is owned at the time of reference, either directly or indirectly, by the Company.

1.34 "Supplemental Contribution" shall mean a contribution made to a Participant's Standard Investment Account or Tax Preferred Account pursuant to Section 2.5 of this Plan.

1.35 "Tax Preferred Account" shall mean an account established pursuant to Article III of this Plan.

1.36 "Termination of Employment" and similar references shall mean a Participant's ceasing to be employed by an Employer or a Subsidiary for any reason. A transfer between employment by an Employer and employment by a Subsidiary, between employment by Employers or Subsidiaries, or between employment compensated on a salaried basis and employment compensated on an hourly basis shall not constitute a termination of employment.

1.37 "Trust Agreement" shall mean the agreement between the Company and the Trustee under which this Plan is funded, as such agreement may be amended from time to time.

1.38 "Trust Fund" shall mean the fund created by the Trust Agreement.

1.39 "Trustee" shall mean the trustee or trustees from time to time designated under the Trust Agreement.

1.40 "Valuation Date" shall mean each December 31st, and any other date as of which the Committee, in its sole discretion, determines the value of all or any portion of the Trust Fund or determines the Actual Deferral Percentage of any Employee or any group of Employees.

ARTICLE II

PARTICIPATION, CONTRIBUTIONS AND VESTING

2.1 Participation. An Eligible Employee shall become a Participant in this Plan upon the earlier of:

(a) his/her authorizing his/her Employer to deduct from his/her Compensation for each pay period an amount determined in accordance with Section 2.3 or Section 2.5; or

(b) the transfer of his/her entire account under any other plan maintained by an Employer or a Subsidiary which meets the requirements of sections 401(a) and 401(k) of the Code to the Trustee for his/her Tax Preferred Account or Standard Investment Account pursuant to Section 2.6.

An Eligible Employee shall cease to be a Participant in this Plan upon the complete distribution to him/her of his/her Tax Preferred Account and Standard Investment **Account.**

2.2 Exclusions. (a) The following employees are not within the coverage of the Plan:

(i) Individuals who perform services for an Employer as leased employees. For purposes of this Section 2.2(a)(i) the term "leased employee" shall mean any individual who:

(1) is not an employee of the Employer and who provides services to Employer;

(2) provides services pursuant to an agreement between an Employer and any other person or entity (hereinafter referred to as "the leasing organization");

(3) has performed such services for an Employer on a substantially full-time basis for a period of at least one

year; and

4) such services are performed under primary direction or control by the Employer.

(ii) Individuals (if any) who are considered by an Employer to be independent contractors and employees of such independent contractors, but who may be determined for any other purpose to be employees of an Employer. The characterization by an Employer on its books and records of the relationship of the individual and an Employer shall be conclusive of the individual's status for purposes of this Plan.

(b) The Committee reserves the right to exclude from coverage as an Eligible Employee any class or classes of Employees, provided that any such exclusion does not discriminate in favor of Employees who are shareholders, officers, or highly compensated, as determined in accordance with Code section 4l0.

2.3 Participant Contributions.

2.3.1 A Participant may authorize his/her Employer to deduct contributions from his/her Compensation. The deduction from Compensation authorized by a Participant shall range from 1% to 6%, inclusive, of his/her Compensation, in multiples of 1%.

2.3.2 A Participant shall designate the portions of his/her contribution which shall be pre-tax ("Before Tax Contribution") and post-tax ("Basic Contribution"); provided that each such designation must consist of a multiple of 1% of the Participant's Compensation.

2.3.3 Within the limits of this Article II and Article V, a Participant may, at any time, increase or decrease the amount to be deducted from his/her Compensation

for subsequent pay periods.

2.4. Company Contributions.

2.4.1 At the time Before Tax Contributions are paid to the Trustee on behalf of a Participant, the Participant's **Employer shall pay to the Trustee as Company Contributions** for such Participant an amount equal to fifty percent (50%) of the Before Tax Contributions paid to the Trustee on behalf of such Participant, but in no event shall the Company Contribution hereunder exceed three percent (3%) of the **Participant's Compensation.**

2.4.2 Company may contribute to the Trust as Company Contributions such amounts as it may determine from time to time. Such amounts shall be allocated among all Participants who (i) have earned a year of Credited Service for the fiscal year on account of which any such contribution is made; and (ii) shall not have suffered a Termination of Service prior to the date the contribution is made. Such contributions shall be allocated among qualifying Participants in proportion to their respective Credited Service. Notwithstanding anything contained herein to the contrary, the amounts so contributed (i) shall be fully vested; (ii) may not be distributed to any Participant prior to a Participant's Termination of Service; (iii) shall be permanently invested in the shares of the Company; and (iv) shall not be subject to the provisions of Section 4.6.1.

2.5 Supplemental Contributions.

2.5.1 Subject to the terms of Article V, Participants who have authorized the maximum allowable deduction from Compensation for Before Tax Contributions and Basic Contributions may authorize additional deductions

from their Compensation. Deductions for Supplemental Contributions shall range from 1% of the Participant's **Compensation to 10% of the Participant's Compensation, in** multiples of 1%. The Committee may suspend the right to authorize Supplemental Contributions, and may raise or reduce the limit or Supplemental Contributions (within the limits of Articles II and V) at any time.

2.5.2 A Participant shall designate the portions of his/her Supplemental Contribution which shall be pre-tax ("Before Tax Contribution") and post-tax ("Basic Contribution"); provided that each such designation must consist of a multiple of 1% of the Participant's Compensation.

2.5.3 Within the limits of Article II and Article V, a Participant may, at any time, increase or decrease the amount to be deducted from his/her Compensation for **Supplemental Contributions.**

2.5.4 Supplemental Contributions shall not be taken into consideration in determining the Company Contribution to be allocated to any Participant.

2.6 Rollovers.

2.6.1 An Employee who has received a distribution of his entire interest in another plan which meets the requirements of section 401(a) of the Code (the "Other Plan") may, in accordance with procedures approved by the Committee, transfer any part of the distribution received from the Other Plan to the Trustee, provided the transfer qualifies as a rollover under section 402(a)(5) of the Code.

2.6.2 The distributee of an eligible rollover distribution within the meaning of section 402(c)(4) of the Code made on or after January 1, 1993 may elect to have such distribution

paid directly to an eligible retirement plan within the meaning of section 401(a)(31)(D) of the Code provided the eligible retirement plan to which the distribution is to be directly transferred is specified. The Committee shall, within a reasonable period of time before making an eligible rollover distribution within the meaning of the Code section 402(c)(4) to a Participant, provide a written notice as prescribed by section 402(f) of the Code to such Participant. Such Notice shall describe the conditions under which the Participant may have the distribution directly transferred to an eligible retirement plan, and the withholding rules if the distribution is not directly transferred to an eligible retirement plan. Such notice shall also describe the conditions under which the distribution will not be subject to tax if transferred to an eligible retirement plan within 60 days after the date on which the Participant received the distribution. The Committee shall also notify the Participant of the Participant's eligibility for any favorable tax treatment.

2.6.3 The Committee shall develop such procedures, and may require the furnishing of such information, as it deems necessary or desirable to determine that the proposed transfer will meet the foregoing requirements. Upon approval by the Committee, any amounts transferred shall be credited to a special Rollover Account.

2.7 Revocation of Compensation Reduction.

2.7.1 A Participant may revoke his/her authorization for a deduction from his/her Compensation for Before Tax **Contributions, Basic Contributions, and Supplemental** Contributions in a time and manner authorized by the Committee. If a Participant revokes his/her authorization

for a deduction of his/her Compensation for Before Tax Contributions or Basic Contributions, the related Company Contributions will be suspended.

2.7.2 Authorizations for a deduction from a Participant's Compensation for Before Tax Contributions, **Basic Contributions, and Supplemental Contributions which** a Participant has revoked may be reinstated by the Participant in a time and manner authorized by the Committee. If a Participant reinstates the authorization for a deduction in his/her Compensation for Before Tax Contributions or Basic Contributions, the related Company Contributions will be resumed.

ARTICLE III

INVESTMENT AND VALUATION OF TAX DEFERRED ACCOUNTS

3.1 General. Before Tax Contributions, related Company Contributions, and Supplemental Contributions authorized by a Participant (and designated as Before Tax Contributions) shall be paid to the Trustee and held in the Trust Fund in a Tax Preferred Account established for such Participant. Basic Contributions, related Company Contributions, and Supplemental Contributions authorized by a Participant (and designated as Basic Contributions) shall be paid to the Trustee and held in the Trust Fund in a Standard Investment Account established for such Participant. Within the Tax Preferred Account and Standard Investment Account of each Participant there shall be created sub-accounts (the "Tax Preferred Subaccount and the "Standard Investment Subaccount") to which shall be credited Company Contributions allocable to the respective Account, which subaccounts shall be appropriately adjusted

pursuant to the terms of Section 3.13.

3.2 Investment Options. Each Participant shall direct that contributions to his/her Tax Preferred Account and Standard Investment Account be invested in one or more of the investment options designated by the Committee from time to time, in multiples of 1 percent.

3.3 Investment Manager. The Administrators, or such of them to whom such power may be allocated, may appoint an investment manager or managers, as defined in section 3(38) of ERISA, to manage (including the power to acquire, invest and dispose of) any assets of the Plan.

3.4 Temporary Investment. Notwithstanding anything to the contrary in this Section 3.2 of Article III, any monies allocated to any Fund may be invested temporarily in obligations of a short-term nature, including prime commercial obligations or part interests therein, or in interests in any trust fund that has been or shall be created and maintained by the Trustee or any other person or entity as trustee for the collective short-term investment of funds of trusts for employee benefit plans qualified under Code section 401(a). Any such earnings paid or accrued shall be applied towards the payment of cost and expenses of administering the Trust **Fund as set forth in Section 7.2 of Article VII of the Plan.** However, nothing in this Article III shall prevent the Trustee from holding any cash in the Trust Fund pending its investment without obligation to credit interest thereon.

3.5 Change of Investments. Subject to the other provisions of this Article III:

3.5.1 A Participant may at any time change his/her investment options currently in effect with respect to

subsequent Before Tax Contributions, Basic Contributions, related Company Contributions and Supplemental Contributions made to his/her Tax Preferred Account and Standard Investment Account, subject to the percentage limitations of Section 3.2 of this Plan, by providing written notification on forms provided therefor. Any change will be effective in accordance with the Rules of the Committee then pertaining.

3.5.2 A Participant may elect to redeem his/her interest, in whole or in part, in any investment option, and reinvest the proceeds therefrom in any other investment option, subject to the percentage limitations of Section 3.2 of this Plan. Any election to redeem an investment option will be in accordance with the Rules of the Committee then pertaining.

3.6 Instructions By a Participant. A Participant shall give orders for the investment, reinvestment, sale or redemption of his/her Accounts, subject to the provisions of this Article III, in accordance with rules and regulations adopted by the Committee.

3.7 Valuation of Accounts 3.7.1 On any Valuation Date the unit values of the investment options shall be equal to the total value of such fund, as determined pursuant to Section 3.7.2, divided by the number of units in such fund outstanding on such Valuation Date.

3.7.2 On any Valuation Date, the stock funds shall be valued at their fair market value on such Valuation Date, fixed income funds shall be valued at book value plus accrued interest at the stated rate to such Valuation Date, and bond funds shall be valued at book value plus accrued interest to such Valuation Date, determined according to tables issued by the United States Department of the Treasury,

if applicable.

3.7.3 On any Valuation Date, prior to the

date on which a Participant has been credited with two

years of Credited Service a Participant's interest in the

Trust Fund shall be equal to the value of his/her Tax

Preferred Account and Standard Investment Account

(determined without reference to the balances in any

Subaccount maintained therein). On any Valuation Date

after a Participant has been credited with at least two

years of Credited Service, a Participant's vested interest

in the trust fund shall be equal to the value of his/her

Tax Preferred Account and Standard Investment Account

including the balances in all Subaccounts. The value of a

Participant's Accounts on any Valuation Date shall equal

the greater of zero or the value of his/her Accounts as of

the preceding Valuation Date, increased by:

(a) all Before Tax Contributions, Basic

Contributions, related Company Contributions and Supplemental

Contributions allocated to such account since the preceding

Valuation Date; and

(b) any income and gains (realized and

unrealized) since the preceding Valuation Date on investment

options allocated to his/her Account; and decreased by:

(c) any losses (realized and unrealized) since

the preceding Valuation Date on allocated to his/her Account;

(d) the amount of any distributions to such

Participant under Section 4.1 and withdrawals by such Participant

under Section 4.4 since the preceding Valuation Date; and

(e) any expenses, taxes or other amounts charged

to the Trust Fund since the preceding Valuation Date pursuant

to Sections 7.2, 8.3, 8.7, 8.12 and 9.3 of this Plan and allocated to his/her Account.

3.8 Statements Furnished Participants. A Participant shall be furnished a statement of his/her Accounts by the Company at such times as the Committee shall determine, but no less frequently than annually.

ARTICLE IV

DISTRIBUTIONS, WITHDRAWALS AND LOANS

4.1 Distribution on Termination of Employment.

4.1.1 Termination Other Than Death. Unless the Participant makes an election under Section 4.1.2 of this Plan, a Participant whose employment terminates (i) for any reason (including termination on account of Disability) other than death and who has completed two years of Credited Service; or (ii) on or after his Normal Retirement Date shall receive the entire value of his/her Tax Preferred Account and Standard Investment Account, valued as of the last Valuation Date preceding his/her termination, in a single-sum payment. A Participant who has not completed at least two years of Credited Service shall receive the value of his/her Tax Preferred Account (exclusive of the value of his/her Tax Preferred Subaccount) and his/her Standard Investment Account (exclusive of the value of his/her Standard Investment Subaccount). Subject to Section 4.3, the payment shall be made to the Participant as soon as his/her employment terminates as the Committee shall determine to be administratively practicable. The value of a Participant's Tax preferred Subaccount and the value of his/her Standard Investment Account forfeited shall be used to reduce the Company contributions under Section 2.4.

4.1.2 Election of Deferred Single-Sum Payment. Upon prior written notice to the Committee, given in a time and manner determined by the Committee, a Participant who has completed three years of Credited Service and whose employment terminates for any reason (including termination on account of Disability) other than death, and whose Accounts exceed (or have at the time of any prior distribution exceeded) $3,500 or such higher amount as provided by law from time to time, may elect to receive the amount payable hereunder to him/her in a single-sum payment on any date following his/her termination of employment; provided, however, that such date shall not be later than his/her 65th birthday (unless termination is by reason of retirement on or after attaining his/her Normal Retirement Date, in which case the date shall not be later than attaining age 70-1/2). A Participant who makes an election to defer receipt of his/her benefit under this Section 4.1.2 may change his/her Investment Options during such deferral period in accordance with the terms of the Plan. If a Participant who makes an election under this Section 4.1.2 dies after his/her termination of employment but prior to the date he/she elected to receive the amount payable hereunder, the election made under this Section 4.1.2 shall be disregarded, the Participant shall be deemed to have terminated his/her employment on account of death and the amount payable hereunder, valued as of the last Valuation Date preceding the Participant's death, shall be paid to his/her Beneficiary in accordance with Section 4.1.3.

4.1.3 Termination on Death. If a Participant's employment terminates on account of the Participant's death, the value of the Participant's Accounts, valued as of the

last Valuation Date preceding the Participant's death, shall be paid in a lump sum to the Participant's surviving spouse, unless the Participant has selected a Beneficiary or Beneficiaries in such manner as the Committee shall require and such spouse has consented to the designation of the Beneficiary or Beneficiaries. No consent under this Section 4.1.3 shall be effective unless either (i) such consent is in writing, cannot be changed without spousal consent or the consent of the spouse expressly permits designations by the Participant without the requirement of further consent by the spouse, the terms of such consent acknowledge its effect, the execution of such consent is witnessed by a person representing the Plan or a notary public, as the Committee may determine, and such consent otherwise complies with such rules as the Committee may adopt; or, (ii) it is established to the satisfaction of the Committee that the required consent cannot be obtained because the Participant does not have a spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may prescribe by regulations. Any consent by a spouse (or establishment that the consent of a spouse cannot be obtained) shall only be effective with respect to such spouse.

If a Participant's spouse has consented to a designation of a Participant's Beneficiary or Beneficiaries and either (a) the Participant has not effectively designated a Beneficiary; or (b) the Beneficiary designated has not survived the Participant and no alternative designation of Beneficiary shall be effective, then the Participant's Beneficiary shall be the estate of the deceased Participant.

If the Participant's surviving spouse or Beneficiary cannot be located for a period of one year following death, despite mailing to his/her last known address, and if such surviving spouse or Beneficiary has not made a written claim for benefits within such period to the Committee, such surviving spouse or Beneficiary shall be treated as having predeceased the Participant. The Committee may require such proof of death and such evidence of the right of any person to receive all or part of the benefit of a deceased Participant as the Committee may deem desirable. Subject to Section 4.3, the lump sum payment shall be made to the Participant's surviving spouse or Beneficiary as soon after the Participant's death as the Committee shall determine to be administratively practicable.

4.1.4 Form of Payment. All payments made under this Section 4.1 shall be made entirely in cash, unless the Participant or the Beneficiary, as the case may be, elects to receive any whole shares of First Brands Corporation stock in his/her Tax Preferred Account or Standard Investment Account in lieu of the cash value of such stock.

4.1.5 Cash-Out. Notwithstanding anything herein to the contrary, if the value of the Participant's Accounts exceeds (or at the time of any prior distribution exceeded) $3,500, no distribution may be made to the Participant prior to his/her Normal Retirement Date without the approval of the Participant. For purposes of this paragraph, a Participant's Accounts shall not include accumulated deductible employee contributions, within the meaning of Code Section 72(o)(5)(B), for Plan Years beginning prior to January 1, 1987.

4.1.6 Amendment of Vesting Schedule. If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage, or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least three (3) Years of Credited Service may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change. For Participants who do not have at least one (1) hour of service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "5 years of service" for "3 years of service" where such language appears. If the vesting schedule of the Plan is amended, in the case of an employee who is a Participant as of the later of the date the amendment is adopted or the date the amendment is effective, the Participant's nonforfeitable percentage under this Plan (as of such date) will not be less than his nonforfeitable percentage under the Plan prior to such amendment.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

1. 60 days after the amendment is adopted;

2. 60 days after the amendment becomes effective; or

3. 60 days after the Participant is issued written notice of the amendment by the Committee.

4.2 Rehire Prior to Distribution. In the event that a Participant whose employment has terminated again becomes an

Employee prior to the distribution of his/her Accounts, such distribution shall be deferred until the subsequent termination of his/her employment.

4.3 Commencement of Benefits. Unless the Participant makes an election under Section 4.1.2 of this Plan, benefits under this Plan will be paid to the Participant not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs:

4.3.1 the date on which the Participant attains **Normal Retirement Age;**

4.3.2 the tenth anniversary of the year in which the Participant commenced participation in the Plan; or

4.3.4 the Participant's most recent termination of employment.

4.4 Withdrawal by Participant During Employment. A Participant may make a withdrawal from his/her Tax Preferred Account prior to his/her termination of employment if and only if:

4.4.1 The withdrawal is due to a hardship and is necessary in light of immediate and heavy financial needs of the **Participant; and**

4.4.2 The amount of the withdrawal does not exceed the amount required to meet the Participant's immediate financial need created by the hardship and is not reasonably available from other resources of the Participant.

4.4.3 No Participant shall be permitted a hardship withdrawal unless, in the determination of the Committee (or its designee), such Participant meets the requirements set forth in subsections (a) and (b) below.

(a) A Participant shall have an immediate and heavy financial need only if the circumstance for which

the Participant is requesting the distribution is

on account of:

(i) Medical expenses described in

Code section 213(d) incurred by the Participant, the

Participant's spouse or any dependents of the Participant

(as defined in Code section 152);

(ii) Purchase (excluding mortgage

payments) of a principal residence of the Participant;

(iii) Payment of tuition and related

educational fees for the next twelve months of post-secondary

education for the Participant, such Participant's spouse,

children or dependents;

(iv) The need to prevent the eviction

of the Participant from such Participant's principal residence

or to prevent foreclosure on the mortgage of the

Participant's principal residence.

(b) A distribution shall be necessary to

satisfy an immediate and heavy financial need of a Participant

only if:

(i) The distribution is not in excess

of the amount of the immediate and heavy financial need of the

Participant;

(ii) The Participant has obtained all

distributions, other than distributions on account of hardship,

and all nontaxable loans currently available under the Plan and

all other plans of the Employer; and

(iii) The Participant's contributions

are suspended and limited in accordance with paragraph (c).

(c) Penalties. Upon making a withdrawal on

account of hardship, for a period of twelve (12) months after

the Participant receives the withdrawal the Participant shall be suspended from making Before Tax Contributions, Basic **Contributions and Supplemental Contributions.**

In addition, upon making a withdrawal on account of hardship, the Participant's Before Tax Contributions for the calendar year following the year during which the distribution on account of hardship is made shall not exceed the limit set forth in Code section 402(g) ($7,000, as such amount is increased from time to time by the Secretary of the Treasury) minus the Participant's Before Tax Contributions for the calendar year of the distribution.

4.5 Withdrawal From Standard Investment Account. A Participant in the employment of an Employer may make withdrawals from such Participant's Standard Investment Account of any amount up to the entire balance of such Account; provided, that any Company Contributions made to such Participant's Account during the preceding twenty-four month period may not be withdrawn. To the extent that such Participant's Account balance is attributable to Participant Contributions made prior to January 1, 1987, such withdrawals shall be deemed to come first from such contributions.

4.5A Withdrawal After Attaining Age 591/2. A Participant in the employment of an Employer who has attained age 591/2 may make withdrawals from such Participant's Standard Investment Account of any amount up to the vested balance of such Account, and from his Tax Preferred Account of any amount. To the extent that such Participant's Account balance is attributable to Participant Contributions made prior to January 1, 1987, such withdrawals shall be deemed to come first from such contributions. Such a Participant shall continue to be eligible to participate in the Plan on the same basis as any other Participant. Any distribution pursuant to this Section shall

be made in a manner consistent with all notice and consent requirements of this Plan and the Code.

4.6 Loans.

4.6.1 Loans Authorized. The Committee may authorize the granting of loans to Participants pursuant to such uniformly applied rules and procedures as it shall set, from time-to-time. All loans shall meet the requirements of Section 4.6.2.

4.6.2 Loan Requirements. A loan shall not be made to a Participant pursuant to this Section 4.6 unless such loan:

(a) does not exceed the lesser of (i) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one-year period ending on the day before the date in which the loan is made, over the outstanding balance of loans from the Plan to the Participant on the date on which the loan was made, or (ii) one-half of the Participant's vested interest in the value of the Participant's Accounts, determined as of the last Valuation Date preceding the Participant's application for a loan;

(b) is exempt from the tax imposed by section 4975 of the Code by reason of section 4975(d)(1) of the Code;

(c) is adequately secured by (i) fifty percent (50%) of the full value of the Participant's Accounts, and/or (ii) such other or additional security as the Committee may in its sole discretion require;

(d) bears interest, payable annually to the Trust Fund or to such account or accounts in the Trust Fund as the Committee shall determine and at such rate as the Committee shall deem reasonable in its discretion, not in excess of the highest rate which may be legally charged an

individual under applicable law;

(e) is, by its terms, required to be repaid upon the earlier of the date the Participant's employment terminates, the date of the Participant's death, or the expiration of a fixed term of not more than five years; provided, however, that the Committee may extend the five year term in the case of loans used to acquire the Participant's principal residence;

(f) is made pursuant to a loan agreement to be executed by the Participant and the Trustee, on a form containing such terms and provisions as the Committee shall in its sole discretion determine;

(g) is consented to by the Participant's spouse in accordance with the form of consent described in **Subsection 4.1.3 of Section 4.1 of the Plan; and**

(h) meets such other requirements as the Committee may set.

4.6.3 If any loan granted to a Participant pursuant to this Section 4.6 is not repaid on the date required under Section 4.6.2(e), the Committee may, without prior notice to the Participant, direct the Trustee to sell, redeem or otherwise dispose of such collateral as the Participant has given for the loan and apply the proceeds thereof to the repayment of the loan.

4.6.4 If a Participant receives a loan under this Section 4.6, his/her status as a Participant in the Plan and his/her rights with respect to his/her Plan benefits shall not be affected, except to the extent that the Participant has used his/her interest in his/her Accounts as security for the loan, pursuant to Section 4.6.2.

4.7 Repayment. Any portion of a Participant's Accounts forfeited under this Article IV shall be restored upon repayment by the Participant of the full amount of the distribution or withdrawal described in this Article IV. Repayments shall be treated as being an account of Plan Years in succeeding order of time. Such repayment may only be made not later than the earliest of:

(i) the end of the five-year period beginning with the Employee's resumption of employment covered by the Plan;

(ii) the end of the five-year period beginning with the date of withdrawal, or

(iii) before the completion of five consecutive one-year periods of severance.

For the purpose of subparagraph (iii), a period of severance is a Plan Year in which an employee's rights may be forfeited under Regulation 1.411(d)-3(a).

ARTICLE V

LIMITATION ON MAXIMUM CONTRIBUTIONS AND BENEFITS UNDER ALL PLANS

5.1 General. Participant contributions, and related **Company Contributions, for a Participant under this Plan will** not exceed the maximum limitations imposed by section 415 of the Code, if all other defined contribution plans and all defined benefit plans of all Employers and Affiliates are disregarded. It is intended that any limitation imposed by Section 415 of the Code arising by reason of a Participant's participation in one or more other such plans shall be implemented as provided in this Article V, notwithstanding any contrary provision of the Plan.

5.2 Affiliate. For purposes of this Article V, the definition of Affiliate in Section 1.2 shall be applied by substituting the phrase "more than 50 percent" for the phrase "at least 80 percent" wherever the phrase "at least 80 percent" would otherwise be applicable under said provision. 5.3 Limitation Year. For purposes of this Article V, the limitation year shall be the Plan Year. 5.4 Annual Additions. "Annual Addition" shall mean the total of (1) the Company's or an Affiliate's contribution and forfeitures allocated to the Participant, (2) the Participant's contributions (including excess contributions as defined in section 401(k)(8)(B) of the Code, excess aggregate contributions as defined in section 401(m)(6)(B) of the Code, whether such amounts are distributed or forfeited), (3) contributions to the Participant's Individual Medical Amount, if any, (4) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to postretirement medical benefits, allocated to the separate account of a key employee, as defined in section 419A(d)(3) of the Code, under a welfare benefit fund, as defined in section 419(e) of the Code, maintained by the Company or an Affiliate. Notwithstanding the foregoing, for purposes of the twenty-five percent (25%) limitation described above, any contribution attributable to medical benefits (within the meaning of section 401(h) or 419A(f)(2) of the Code) that is otherwise treated as an annual addition under Code sections 415(1)(1) or 419A(d)(2) shall not be considered. When used with respect to contributions or allocations under any other plan maintained by the Company or an Affiliate, the term "Annual Addition" has the meaning

given it in section 415(c)(2) of the Code, subject to the special rules set forth under section 415(c)(6) of the Code.

The term Individual Medical Account means any separate account which is established for a Participant in a pension and annuity plan maintained by the Company or an Affiliate and from which benefits described in section 401(h) of the Code are payable solely to such Participant, his spouse or his dependents.

5.5 Limits on Before Tax Contributions. The Committee shall determine the Actual Deferral Percentages for **Highly Compensated Participants and for all other Employees** eligible to become Participants in the Plan.

5.5.1 Actual Deferral Percentage of Highly Compensated Participants. The Actual Deferral Percentage for Highly Compensated Participants shall not be more than the Actual Deferral Percentage for other Eligible Employees eligible to become Participants (i) multiplied by 1.25 or (ii) multiplied by 2 if not in excess of two percentage points over the Actual Deferral Percentage for all other Employees eligible to become Participants. In order to prevent the multiple use of the alternative method described in (ii) above and in Code Section 401(m)(9)(A), any Highly Compensated Participant eligible to make or to receive contributions pursuant to Section 2.4 or under any other plan maintained by the Employer or an Affiliate shall have his actual contribution ratio reduced pursuant to Regulation 1.401(m)-2, the provisions of which are incorporated herein by reference.

5.5.2 Multiple Plans. If the Company or an Affiliate maintains two or more plans which include cash or deferred arrangements (within the meaning of such term as used in section 401(k)(3)(A) of the Code), the cash or

deferred arrangements included in such plans shall be treated as one arrangement for purposes of subsection 5.5.1. If any Participant is a participant in two or more cash or deferred arrangements of the Company, the Actual Deferral Percentage for purposes of Section 5.5.1 shall be the sum of the Actual Deferral Percentages for such Participant under each of such arrangements.

5.5.3 Decrease of Contributions. Notwithstanding anything to the contrary in Article II or this Article V, the Committee may prospectively decrease a Participant's authorized reduction in his/her Compensation designated as Before Tax Contributions at any time if the Participant's Compensation is greater than the Compensation of at least two-thirds of all other Eligible Employees and the Committee determines, in its sole discretion, that such action is necessary in order for either (i) the Actual Deferral Percentage for those Participants whose Compensation is greater than the Compensation of at least two-thirds of all other Eligible Employees to be not more than the Actual Deferral Percentage of all other Eligible Employees multiplied by 1.25 or (ii) the excess of the Actual Deferral Percentage for those Participants whose Compensation is greater than the Compensation of at least two-thirds of all other Eligible Employees over that of all other Eligible Employees to be not more than 2 percentage points, and for the Actual Deferral Percentage for those Participants whose Compensation is greater than the Compensation of at least two-thirds of all other Eligible Employees to be not more than the Actual Deferral Percentage of all other Eligible Employees multiplied by 2.0.

(a) If the Committee determines that it is necessary to prospectively decrease any such Participant's authorized reduction under this Section 5.5.3, it shall first decrease by 1/2% the authorized reductions of all such Participants who authorized the maximum reduction in their Compensation, determined without regard to this Section 5.5.3. If the Committee determines further decreases are necessary, it shall decrease by 1/2% the authorized reductions of all such Participants whose authorized reductions in their Compensation are the largest, determined after taking all previous reductions under this Section 5.5.3 into account. The Committee shall continue to make such decreases in multiples of 1/2% until it determines that the Actual Deferral Percentage tests in section 401(k)(3)(A) of the Code have been met.

(b) Any Before Tax Contributions which would have been made to this Plan on behalf of a Participant but for the decrease in his/her authorized Compensation reduction under this Section 5.5.3 shall be treated as **Basic Contributions by such Participant.**

(c) If the Committee determines, in its sole discretion, that it is no longer necessary to decrease a Participant's authorized Compensation reduction under this Section 5.5.3, the Committee shall increase the authorized Compensation reductions of all Participants who had such reductions decreased, in multiples of 1/2%, until all such Participants have their authorized Compensation reductions treated as Before Tax Contributions restored to their originally authorized level or the Committee determines that the Actual Deferral Percentage tests of section

401(k)(3)(A)

of the Code will not be met, whichever occurs first.

(d) When increasing or decreasing any

Participant's authorized Compensation reduction under Section 2.4,

the Committee shall treat all Participants who authorized the

same reduction in their Compensation in the same manner.

(e) Any action taken by the Committee under

this Section 5.5.3 may be taken without the consent of, or prior

notice to, the affected Participants, but such Participants

shall be promptly informed in writing of the Committee's action.

5.5.4. Excess Contributions. Notwithstanding anything

in Section 5.5.3 to the contrary, on or before the fifteenth

day of the third month following the end of each Plan Year, the

Highly Compensated Participant having the highest actual deferral

ratio shall have his portion of Excess Contributions distributed

to him and/or at his election recharacterized as a Basic

Contribution until one of the tests set forth in section 5.5.1

is satisfied, or until his actual deferral ratio equals the

actual deferral ratio of the Highest Compensated Participant

having the second highest deferral ratio. This process shall

continue until one of the tests set forth in section 5.5.1 is

satisfied. For each Highly Compensated Participant, the amount

of Excess Contributions is equal to the Before Tax Contributions

on behalf of such Highly Compensated Participant (determined

prior to the application of this paragraph) minus the amount

determined by multiplying the Highly Compensated Participant's

actual deferral ratio (determined after the application of this

paragraph) by his Compensation. However, in determining the

amount of Excess Contributions to be distributed and/or

recharacterized with respect to an affected Highly Compensated

Participant as determined herein, such amount shall be reduced by any Excess Compensation previously distributed to such affected Highly Compensated Participant for his taxable year ending with or within such Plan Year and any Employer Contributions matching which relate to such Excess Compensation.

(a) With respect to the distribution of Excess Contributions, such distribution:

(i) may be postponed but not later than the close of the Plan Year following the Plan Year to which they are allocable;

(ii) shall be made first from unmatched Before Tax or Basic Contributions and, thereafter, simultaneously from Before Tax or Basic Contributions which are matched and matching contributions which relate to such **Before Tax or Basic Contributions;**

(iii) shall be adjusted for income; and

(iv) shall be designated by the Employer as a distribution of Excess Contributions (and income).

(b) With respect to the recharacterization of Excess Contributions such recharacterized amounts:

(i) shall be deemed to have occurred on the date on which the last of those Highly Compensated Participants with Excess Contributions to be recharacterized is notified of the recharacterization and the tax consequences of such recharacterization;

(ii) shall not exceed the amount of the Before Tax and Basic Contributions on behalf of any **Highly Compensated Participant for any Plan Year;**

(iii) shall be treated as voluntary Employee contributions for purposes of Code Section 401(k)-1(b).

Excess Contributions recharacterized as Basic Contributions shall continue to be nonforfeitable and subject to the same distribution rules provided for in Section 5.6.4;

(iv) are not permitted if the amount recharacterized plus Basic Contributions actually made by such Highly Compensated Participant exceed the maximum amount of Basic Contributions (determined prior to application of this Section) that such Highly Compensated Participant is permitted to make under the Plan in the absence of recharacterized; and

(v) shall be adjusted for income.

(c) Any distribution and/or recharacterization of less than the entire amount of Excess Contributions shall be treated as a pro rata distribution and/or recharacterization of Excess Contributions and income.

5.6 Limits on Contributions to Standard Investment **Account.**

5.6.1 Contribution Percentage. The Committee shall determine the Contribution Percentages for Highly Compensated Participants and for all other Employees eligible to become Participants in the Plan. The Contribution Percentage for Highly Compensated Participants shall not be more than the Contribution Percentage for other Employees eligible to become Participants (i) multiplied by 1.25 or (ii) multiplied by 2 if not in excess of two percentage points over the Contribution Percentage for all other Employees eligible to become Participants.

5.6.2 Combination of Plans. For purposes of this **Section, the Contribution Percentage for any Highly Compensated** Participant for the Plan Year who is eligible to make Basic Contributions or to receive Company Contributions under two or more plan described in section 401(a) of the Code or arrangements

described in section 401(k) of the Code that are maintained by the Company or an Affiliate shall be determined as if all such contributions were made under a single plan.

5.6.3 Satisfaction of 410(b). In the event that this Plan satisfies the requirements of section 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of section 410(b) of the Code only if aggregated with this Plan, then this Section shall be applied by determining the Contribution Percentages of eligible Participants as if all such plans were a single plan.

5.6.4 Excess Aggregate Contributions. In the event that the "Actual Contribution Percentage" for the Highly Compensated Participant group exceeds the Actual Contribution Percentage for the Non-Highly Compensated Participant group, then (on or before the fifteenth day of the third month following the end of the Plan Year, but in no event later than the close of the following Plan Year) the Plan shall distribute to the Highly Compensated Participant having the highest actual contribution ratio, his Excess Aggregate Contributions (and income allocable to such contributions) until either one of the tests set forth in Section 5.6.1 is satisfied, or until his actual contribution ratio equals the actual contribution ratio of the Highly Compensated Participant having the second highest actual contribution ratio. This process shall continue until one of the tests set forth in Section 5.6.1 is satisfied. The distribution and/or forfeiture of Excess Aggregate Contributions shall be made in the following order:

(i) Basic Contributions including Excess Contributions recharacterized as Basic Contributions.

(ii) Employer matching contributions pursuant to Section 2.4.

(a) Any distribution of less than the entire amount of Excess Aggregate Contributions shall be treated as pro rata distribution of Excess Aggregate Contributions and income. Distribution of Excess Aggregate Contributions shall be designated by the Employer as a distribution of Excess **Aggregate Contributions (and income).**

(b) Excess Aggregate Contributions attributable to amounts other than Basic Contributions shall be treated as Employer contributions for purposes of Code Sections 404-415 even if distributed from the Plan.

(c) For each Highly Compensated Participant, the amount of Excess Aggregate Contributions is equal to the Employer matching contributions made pursuant to Section 2.4; Basic Contributions made pursuant to Section 2.3.2 on behalf of the Highly Compensated Participant (determined prior to the application of this paragraph); minus the amount determined by multiplying the Highly Compensated Participant's actual contribution ratio (determined after application of this paragraph) by his Compensation. The actual contribution ratio must be rounded to the nearest one-hundredth of one percent. In no case shall the amount of Excess Aggregate Contribution with respect to any Highly Compensated Participant exceed the amount of Employer matching contributions made pursuant to Section 2.4; Basic Contributions made pursuant to Section 2.3.2; and Excess Contributions recharacterized as Basic Contributions pursuant to Section 5.5.1.

(d) The determination of the amount of Excess Aggregate Contributions with respect to any Plan Year shall be made after

first determining the Excess Contributions, if any, to be treated as Basic Contributions due to recharacterizaton for the Plan Year of any other qualified cash or deferred arrangement (as defined in Code Section 401(k) maintained by the Employer that ends with or within the Plan Year.

(e) If the determination and correction of Excess **Aggregate Contributions of a Highly Compensated Participant** whose actual contribution ratio is determined under the family aggregation rules, then the actual contribution ratio shall be reduced and the Excess Aggregate Contributions for the family unit shall be allocated among the Family Members in proportion to the sum of Employer matching contributions made pursuant to Section 2.4; Basic Contributions made pursuant to Section 2.3.2; and Excess Contributions recharacterized as Basic Contributions pursuant to Section 5.5.1.

5.7 Distribution of Excess Deferrals.

5.7.1 Time of Distribution. Notwithstanding any other provision of this Plan, Excess Deferral Amounts and income allocable thereto, shall be distributed not later than each **April 15 to Participants who claim such Excess Deferrals Amounts** for the preceding calendar year.

5.7.2 Statement. For each calendar year in which a Participant claims an Excess Deferral Amount, the Participant shall submit a written statement to the Committee no later than March 1 which specifies the Participant's Excess Deferral Amounts for the preceding calendar year and which indicates that if such amounts are not distributed, such Excess Deferral Amounts, when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k) or 403(b) of the Code, exceeds the limits imposed on the Participant by

section 402(g) of the Code for the year in which the deferral occurred.

5.7.3 Adjustment for Income. The Excess Deferral Amounts distributed to a Participant with respect to a calendar year shall be adjusted for income and, if there is a loss allocable to the Excess Deferral Amounts, shall in no event be less than the lesser of the Participant's Tax **Preferred Account or the Before Tax Contribution for the Plan Year.**

5.8 Distribution of Excess Contributions.

5.8.1 Time of Distribution. Notwithstanding any other provisions of this Plan, if practicable, Excess Contributions and income allocable thereto shall be distributed to Participants for whose benefit such Excess Contributions were made no later than two and one-half months after the end of the Plan Year in which such Excess Contributions were made in order to avoid any excise tax. In no event shall such a distribution occur later than the last day of the Plan Year next following the Plan Year in which such Excess Contributions were made.

5.8.2 Determination of Income. The income allocable to Excess Contributions shall be determined by multiplying income allocable to the Participant's Before Tax Contributions for the Plan Year by a fraction, the numerator of which is the Excess Contribution on behalf of the Participant for the preceding Plan Year and the denominator of which is the sum of the Participant's Tax Preferred Account on the last day of the preceding Plan **Year.**

5.8.3 Adjustments for Income. The Excess Contributions which would otherwise be distributed to

the Participant shall be adjusted for income and reduced, in accordance with regulations, by the amount of Excess Deferral Amounts distributed to the Participant. If there is a loss allocable to the Excess Contributions, the distributable Excess Contributions shall in no event be less than the lesser of the Participant's Tax Preferred **Account under this Plan or the Participant's Before Tax Contributions for the Plan Year.**

5.9 Distribution of Excess Aggregate Contributions.

5.9.1 Time of Distribution. Excess Aggregate Contributions attributable to nonvested Company Contributions and income allocable thereto shall be forfeited. Excess Aggregate Contributions attributable to vested Company Contributions and Basic Contributions and income allocable thereto shall be distributed no later than the last day of the Plan Year next following the Plan Year with respect to which such Excess Aggregate Contributions were allocated. Notwithstanding the foregoing, if practicable, such Excess Aggregate Contributions shall be distributed within two and one-half months after the end of the Plan Year with respect to which such Excess Aggregate Contributions were allocated to avoid any excise tax. However, to prevent the multiple use of the alternative method described in this paragraph and Code Section 401(m)(9)(A), any Highly Compensated Participant eligible to make elective deferrals pursuant to any cash or deferred arrangement maintained by the Employer or an Affiliated Employer and to make Employee contributions or to receive matching contributions under this Plan or under and other plan maintained by the Employer or an Affiliated Employer shall have his actual contribution ratio reduced

pursuant to Regulation 1.401(m)-2. The provisions of Code Section 401(m) and Regulations 1.401(m)-1(b) and 1.401(m)-2 are incorporated herein by reference.

5.9.2 Determination of Income. The income allocable to Excess Aggregate Contributions shall be determined by multiplying the income allocable to the **Participant's Company Contributions and Basic Contributions** for the Plan Year by a fraction the numerator of which is the Excess Aggregate Contributions on behalf of the Participant for the preceding Plan Year and the denominator of which is the sum of the Participant's Tax Preferred **Subaccount and the Standard Investment Account on the last** day of the preceding Plan Year.

5.9.3 Adjustment for Income. The Excess Aggregate Contributions to be distributed to a Participant shall be adjusted for income, and, if there is a loss allocable to the Excess Aggregate Contribution, shall in no event be less than the lesser of the Participant's Standard Investment **Account and Tax Preferred Subaccount under this Plan or the Participant's Company Contributions and Basic Contributions** for the Plan Year.

5.9.4 Amounts forfeited by Highly Compensated Participants under this Section shall be treated as Annual Additions and applied to reduce employer contributions.

5.10 Defined Benefit and Defined Contribution Plans. For purposes of this Article V, the term "Defined Benefit Plan" or "Defined Contribution Plan" means whichever of the following is applicable: a defined benefit plan or a defined contribution plan described in section 401(a) of the Code, which includes a trust which is exempt from income tax under

section 501(a) of the Code; provided that a Participant's contributions under a plan which otherwise qualifies as a defined benefit plan shall be treated as a defined contribution plan.

5.11 Aggregation of Defined Contribution Plans. In applying the limitation on annual additions provided in this Article V, all defined contribution plans maintained by all Employers and Affiliates shall be aggregated.

5.12 Defined Contribution Plan Limitation. The sum of the Annual Additions for any Participant to all defined contribution plans maintained by the Employer and Affiliates for any year shall not exceed the lesser of (i) the greater of $30,000 or one-fourth (1/4) of the defined benefit dollar limit set forth in section 415(b)(1) of the Code as in effect for the limitation year or 25 percent of the Participant's Compensation (within the meaning of section 415(c)(3) of the Code) for such limitation year.

5.13 Defined Contribution Plan Fraction Determination. For purposes of this Section 5.13, a Participant's "Defined Contribution Plan Fraction" shall be determined as follows:

5.13.1 Numerator. For any Limitation Year, the numerator shall be the sum of the Annual Additions to the Participant's accounts under all Defined Contribution Plans maintained by the Company or an Affiliate in such year and in all prior Limitation Years.

5.13.2 Denominator. For any Limitation Year, the denominator shall be the lesser of the following amounts, determined for such year and for each prior Limitation Year of the Participant's Credited Services with the Company or

an Affiliate:

(i) One hundred and twenty-five percent

(125%) of the maximum dollar limit for such year in effect

under section 415(c)(1)(A) of the Code; or

(ii) The product of 1.4 multiplied by the

amount which may be taken into account under section 415(c)(1)(b)

of the Code for such limitation year.

5.14 Defined Benefit Plan Fraction Determination. For

purposes of this Section 5.14, a Participant's "Defined Benefit

Plan Fraction" shall be determined as follows for any

Limitation Year:

5.14.1 Numerator. The numerator shall be the

sum of the projected annual benefits (as defined in section

415(e)(2) of the Code) of the Participant under all Defined

Benefit Plans maintained by the Company or an Affiliate as

of the close of such year, disregarding benefits derived from

the Participant's contributions, if any.

5.14.2 Denominator. The denominator shall be

the lesser of the following amounts:

(i) one hundred and twenty-five percent

(125%) of the maximum dollar limitation applicable to Defined

Benefit Plans for such year under sections 415(b)(1)(A) of

the Code;

(ii) one hundred forty percent (140%) of

the Participant's average annual Earnings for the three (3)

consecutive years in which the Participant's Earnings

were highest.

5.15 Combined Limitation. If a Participant

participates in one or more Defined Benefit Plans maintained

by the Company or an Affiliate, the sum of the Participant's Defined Contribution Plan Fraction and Defined Benefit Plan Fraction as of the close of any Limitation Year may not exceed 1.0. If the sum of the Defined Benefit Plan Fraction in the Company's defined benefit plan and the Defined Contribution Plan Fraction in the Company's defined contribution plan shall exceed 1.0 for any Participant in any year, the Company shall reduce the contribution hereunder to the extent necessary to bring the sum of such fractions to 1.0. If the Defined Contribution Plan Fraction cannot be sufficiently reduced, the Company shall adjust or freeze the rate of benefit accrual under its defined benefit plan so that the sum of both fractions shall not exceed 1.0 for such Participant for such year.

5.16 Alternative Method. The Committee may, in its discretion, determine any amounts required to be taken into account under this Article V by such alternative methods as shall be permitted under applicable regulations or rulings issued by the United States Department of the Treasury.

5.17 Participation in Multiple Plans.

5.17.1 If amounts contributed to any defined contribution plan by or on behalf of a Participant must be reduced in any Limitation Year to comply with the limit on Annual Additions in Section 5.4 of this Plan, the amounts contributed to such defined contribution plans shall be reduced in the following order:

(a) Supplemental Contributions made under Section 2.5 of this Plan;

(b) Basic Contributions made under Section 2.3 of this Plan;

(c) Forfeitures under this Plan;

(d) Company Contributions made under Section 2.4 of this Plan;

(e) Before Tax Contributions made under Section 2.3 of this Plan; and

(f) Contributions to any defined benefit plan treated as a defined contribution plan. Amounts contributed by or on behalf of a Participant to one category shall be reduced to zero before any reduction is made of any such amounts contributed to the next lowest category. If, notwithstanding subparagraph (a) through (f) of this subsection 5.17.1, a Before Tax Contribution is made on behalf of a Participant which results in the limitations set forth in Section 5.4 of this Article V being exceeded, then such excess and any earnings thereon may be returned to such Participant.

5.17.2 The amount of Company Contributions which may not be allocated to a Participant's Accounts because of the limitations of this Article V shall be allocated for the next Limitation Year and (for each succeeding year) to such Participant to the extent permitted by this section. In the event that the Participant is not in the service of Company at the end of the next Limitation Year, then any excess Company Contribution shall be allocated in accordance with subsection 5.17.3.

5.17.3 Any remaining amount which cannot be allocated to Participants as a result of the limitations specified in this subsection shall be maintained in a separate account to be allocated among Participants in the next succeeding Plan Year prior to the allocation of any contributions or forfeitures for such next Plan Year. Such

separate account shall not share in any investment gains, losses or other income earned by the Trust. In the event the Plan is terminated or contributions completely discontinued, the separate account shall be allocated pursuant to the terms of this subsection, to the extent permitted by section 415 of the Internal Revenue Code. To the extent the separate account is not fully depleted by such allocation is shall revert to the Company.

5.18 Notice of Reduction. The Committee shall give prompt notice to any Participant whose benefit is reduced pursuant to the provisions of this Article V.

ARTICLE VI TOP-HEAVY RULES

6.1 Top-Heavy Plan.

6.1.1 Definitions. The following definitions shall apply for purposes of this Article VI:

(a) "Aggregation Group": The group of plans, if any, that includes both the group of plans that are required to be aggregated and the group of plans that are permitted to be aggregated.

(i) The group of plans that are required to be aggregated (the "required aggregation group") includes

(A) each plan of the Company or Affiliate in which a Key Employee is a participant, and

(B) each other plan of the Company or Affiliate which enables a plan in which a Key Employee is a participant to meet the requirements of either section 401(a)(4) or section 410 of the Code.

(ii) The group of plans that are permitted to be aggregated (the "permissive aggregation group")

may include any plan that is not part of the required aggregation group only if, after the addition, the aggregation as a whole continues to meet the requirements of both section 401(a)(4) and section 410 of the Code.

(b) "Determination Date": The last day of the immediately preceding Plan Year.

(c) "Top-Heavy Group": The Aggregation Group if, as of the applicable Determination Date, the sum (computed as provided in the definition of a Top-Heavy Plan) of the present value of the cumulative accrued benefits of Key Employees under all defined benefit plans included in the Aggregation Group plus the aggregate of the accounts of Key Employees under all defined contribution plans included in the Aggregation Group exceeds 60 percent of the sum of the present value of the cumulative accrued benefits and accounts of all employees under all such defined benefit plans and defined contribution plans.

(d) "Top-Heavy Plan": This Plan will be a **Top Heavy Plan for any Plan Year, if, as of the Determination** Date, the present value of the cumulative accrued benefits under the Plan for Key Employees exceeds 60 percent of the present value of the cumulative accrued benefits under the Plan for all Participants or, if this Plan is required to be in an Aggregation Group which for such Plan Year is a Top-Heavy Group. For purposes hereof:

(i) the "present value of the accrued benefit" under any defined benefit plan shall be determined as the lump sum actuarial equivalent of the Employee's accrued benefit, using reasonable actuarial assumptions, and the "present value of the accrued benefit" under any defined

contribution plan in the Aggregation Group shall be the value of accounts of an employee in such plan on the Valuation Date of such plan that immediately precedes the Determination date;

(ii) the "present value of the cumulative accrued benefits" under all defined benefit plans in the Aggregation Group shall be the sum of the present values of the accrued benefits under such plans, computed as aforesaid, and under all defined contributions plans in the Aggregation Group shall be the sum of the values of the trust funds for such plans, on the Valuation Date or dates of such plans immediately preceding the Determination Date;

(iii) the present value of an account shall include the dollar value of the aggregate distributions (including distributions to an employee which represent the entire amount credited to such employee's account under the applicable plan) made to such employee under the applicable plan during the five (5) year period ending on the Determination Date;

(iv) in any case in which an individual is not a Key Employee with respect to an applicable plan but was a Key Employee with respect to such plan for any prior plan year, any accrued benefit and any account of such individual shall be disregarded. For this purpose, if a Participant is deemed to be a Key Employee because the Participant was a Key Employee within any of the four (4) preceding Plan Years, this provision shall apply only after the lapse of such status;

(v) if an individual has not performed any services for the Company or an Affiliate on the Determination Date, any accrued benefit and any account

of such individual shall be disregarded; and

(vi) the present value or account,

as the case may be, shall not include any contributions made or deemed made other than by the Company or an Affiliate nor shall any rollover or transfer to the Plan be included except a rollover contribution representing a distribution from a plan maintained by the Company or an Affiliate.

6.2 Minimum Contributions for Non-Key Employees. For any Plan Year for which this Plan is determined to be a Top-Heavy Plan, each Eligible Employee who is not a Key Employee shall be entitled to a Company contribution equal to the lesser of (a) 3 percent of such Participant's Compensation, or (b) the highest percentage of Compensation which is contributed on behalf of any Key Employee, regardless of whether such Participant has completed 1,000 Hours of Service during such Plan Year regardless of whether such Eligible Employee has made any Before Tax Contributions to the Plan. The Company shall make contributions, to the extent necessary, to provide each Participant who is not a Key Employee with such minimum contribution.

6.3 Vesting. For any Plan Year in which the Plan is deemed to be Top Heavy, the provisions of Section 4.1.1 shall apply in determining the nonforfeitable percentage of a Participant's Accounts attributable to Company

Contributions.

6.4 Reduction in Combined Limitation. If the **Plan is Top-Heavy under Section 6.1, the Participant's Defined Contribution Plan Fraction and Defined Benefit** Plan Fraction, determined under Sections 5.13 and 5.14, respectively, shall be determined by substituting "1.0"

for "1.25" in each place "1.25" appears in such sections unless, on the last day of the Plan Year in which the **Plan is found to be Top-Heavy under Section 6.1, the** aggregate value of the Tax Preferred Accounts of Key Employees under the Plan does not exceed 90 percent of the aggregate value of the Tax Preferred Accounts for all Participants in the Plan and the Company elects to substitute "four percent (4%)" for "three percent (3%)" in Section 6.2.

6.5 Coordination with Other Plans. In the event that another defined contribution or defined benefit plan is included in the Aggregation Group, and as a result the Plan is determined to be Top-Heavy, the requirements of section 416 of the Code shall apply to all plans in the **Aggregation Group.**

6.6 Automatic Removal. In the event that it shall be determined by statute, regulation or ruling of the Internal Revenue Service that the provisions of this Article VI are no longer necessary in whole or in part to qualify this Plan under the Code, this Article VI shall be ineffective to such extent without amendment to the Plan.

ARTICLE VII

TRUST

7.1 Trustee. To provide for the administration of the Plan, the Company will enter into a Trust Agreement with a Trustee appointed by the Company. The Trust Agreement shall be in such form and contain such provisions as the Company may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee (including the management of funds and/or

providing investment options and retirement elections under this Plan by some other institution or institutions, as directed by the Committee from time to time), the authority of the Company to amend the Trust Agreement and to terminate the Trust Fund, and the authority of the Company to settle the accounts of the Trustee on behalf of all persons having an interest in the Plan, and a provision that, except as provided in Section 10.11 of this Plan, it shall be impossible at any time for any part of the corpus or income of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of eligible employees or their Beneficiaries.

7.2 Trust Expenses. Costs and expenses of administering the Trust Fund, including Trustee's fees and investment manager's fees, shall be paid from the Trust Fund, unless they are paid by an Employer.

ARTICLE VIII

ADMINISTRATION

8.1 Administrative Committee. There is hereby created an Administrative Committee (the "Committee") which shall consist of not less than two (2) members to be appointed by and serve at the pleasure of the Chief Executive Officer of the Company ("the Company Board"). The Company Board may, at any time, fill vacancies or require the resignation of one or more of the members of a Committee with or without cause. In the event that a vacancy or vacancies shall occur on the Committee, the remaining member or members shall act as the Committee until the Company Board fills such vacancy or vacancies. No person shall be ineligible to be a member of a Committee because

he/she is, was or may become entitled to benefits under the Plan or because he/she is a director and/or officer of an Employer or Affiliate or a Trustee; provided that no Participant who is a member of the Committee shall participate in any determination by the Committee specifically relating to the disposition of his/her own Tax Preferred Account (including any determination with respect to a hardship withdrawal or a loan pursuant to Sections 4.4 and 4.5, respectively).

8.2 Limitation of Liability; Indemnity.

8.2.1 Except as otherwise provided by law, no person who is a member of the Committee, or any employee, director or officer of any Employer or Affiliate may incur any liability whatsoever on account of any matter connected with or related to the Plan or the administration of the Plan.

8.2.2 The Company shall indemnify and save harmless each member of the Committee, and each employee, director or officer of any Employer or Affiliate, from and against any and all loss, liability, claim, damage, cost and expense which may arise by reason of, or be based upon, any matter connected with or related to the Plan or the administration of the Plan (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or in settlement of any such claim whatsoever), unless such person shall have acted in bad faith or been guilty of willful misconduct or gross negligence in respect of his/her duties, actions or omissions in respect of the Plan.

8.3 Compensation and Expenses. The members of the

Committee shall serve without compensation for their services as such members. All expenses reasonably incurred by the Committee shall be treated as an expense of the Trust Fund unless paid by an Employer. The members of the Committee shall serve without bond unless the Company or the provisions of any applicable laws shall require otherwise, in which event the Employers shall pay the premium thereon.

8.4 Voting; Chairmen; Subcommittees.

8.4.1 If there are less than three members of the Committee at any time, the Committee may do any act which the Plan authorizes or requires the Committee to do only upon the unanimous consent of the members of the Committee eligible to vote on such act. If there are three or more members of the Committee at any time, a majority of the members of the Committee at the time in office may do any act which the Plan authorizes or requires the Committee to do. The action of such majority of the members expressed from time to time by a vote at a meeting, or in writing without a meeting, or by conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, shall constitute the action of the Committee and shall have the same effect for all purposes as if assented to by all members at the time in office. Where action is taken by members of the Committee by conference telephone or similar communications equipment, such action shall be confirmed in writing by such members as soon as practicable thereafter. The Secretary shall maintain minutes reflecting committee meetings and shall cause each action taken in writing without a meeting, and each written confirmation of action taken by

conference telephone or similar communications equipment, to be included in the minutes of the Committee.

8.4.2 The Company Board shall name one of the members of the Committee as Chairman. The members of the Committee shall elect a Secretary who may, but need not be, a member of the Committee, and they may appoint from their number such subcommittees as they shall determine.

8.5 Payment of Benefits. The Committee shall advise the Trustee in writing with respect to all benefits which become payable under the terms of the Plan and shall direct the Trustee to pay such benefits to or on order of the Committee. In the event that the Trust fund shall be invested in whole or in part in one or more insurance contracts, the Committee shall be authorized to give to any such insurance company such instructions as may be necessary or appropriate in order to provide for the payment of benefits in accordance with the Plan.

8.6 Powers and Authority; Action Conclusive. Except as otherwise expressly provided in the Plan or in the Trust **Agreement, or by the Company Board.**

8.6.1 The Committee shall be responsible for the administration of the Plan.

8.6.2 The Committee shall have all powers necessary or helpful for the carrying out of its responsibilities, and the decisions or action of the Committee in good faith in respect of any matter hereunder shall be conclusive and binding upon all parties concerned.

8.6.3 The Committee may delegate to one or more of its members or any other person the right to act on its behalf in all matters connected with the administration of

the Plan.

8.6.4 Without limiting the generality of the foregoing, the Committee shall:

8.6.4.1 Determine all questions arising out of or in connection with the terms and provisions of the Plan except as otherwise expressly provided herein;

8.6.4.2 Make rules and regulations for the administration of the Plan which are not inconsistent with the terms and provisions of the Plan, and fix the annual accounting period of the trust established under the Trust Agreement as required for tax purposes;

8.6.4.3 Construe all terms, provisions, conditions and limitations to the Plan;

8.6.4.4 Determine all questions relating to (i) the eligibility of persons to receive benefits hereunder, (ii) the years of Credited Service, years of Company Service Credit and the amount of Compensation and Earnings of a Participant during any period hereunder, and (iii) all other matters upon which the benefits or other rights of a Participant or other person shall be based hereunder;

8.6.4.5 Determine all questions relating to the administration of the Plan (i) when disputes arise between an Employer and a Participant or his/her Beneficiary, spouse or legal representatives, and (ii) whenever the Committee deems it advisable to determine such questions in order to promote the uniform administration of the Plan.

The foregoing list of powers is not intended to be either complete or exclusive, and the Committee shall, in addition, have such powers as may be necessary for the performance of

its duties under the Plan and the Trust Agreement.

8.7 Counsel and Agents. The Committee may employ such counsel, including legal counsel, accountants, investment advisors, physicians, agents and such clerical and Other services as it may require in carrying out the provisions of the Plan, and shall charge the fees, charges and Costs resulting from such employment as an expense of the Trust Fund unless paid by an Employer. Unless otherwise provided by law, any person so employed by a Committee may be legal or other counsel to an Employer, a Subsidiary, a member of a Committee or an officer or member of the Board of Directors of an Employer or a Subsidiary.

8.8 Reliance on Information. The members of the Committee and any Employer and its officers, directors and employees shall be entitled to rely upon all tables, valuations, certificates, opinions and reports furnished by any accountant, trustee, insurance company, counsel or other expert who shall be engaged by an Employer or the Committee, and the members of the Committee and any Employer and its officers, directors and employees shall be fully protected in respect of any action taken or suffered by them in good faith in reliance thereon, and all action so taken or suffered shall be conclusive upon all persons affected thereby.

8.9 Fiduciaries. The provisions of this Section 8.9 shall apply notwithstanding any contrary provisions of the Plan or the Trust Agreement.

8.9.1 The named fiduciaries under the Plan shall be the members of the Committee, who shall be named fiduciaries with respect to control or management

of the assets of the Plan, and who shall have authority to control or manage the operation and administration of the Plan, except with respect to those matters which under the Plan or the Trust Agreement are the responsibility, or subject to the authority, of the Trustee.

8.9.2 The named fiduciaries under the Plan shall have the right, which shall be exercised in accordance with the procedures set forth in Section 8.4.1 and/or in the Trust Agreement for action by the Committee, to allocate responsibilities, fiduciary or otherwise, among named fiduciaries, and the named fiduciaries (or any of them to whom such right shall be allocated) shall have the right to designate persons other than named fiduciaries to carry out responsibilities, fiduciary or otherwise, under the Plan.

8.9.3 The members of the Committee shall together establish and carry out, or cause to be provided by those persons (including, without limitation, any investment manager, trustee or insurance company) to whom responsibility or authority therefor has been allocated or delegated in accordance with this Plan or the Trust Agreement, a funding policy and method consistent with the objectives of the Plan and the requirements of ERISA. For such purposes, the Committee shall, at a meeting duly called for the purpose, establish a funding policy and method which satisfies the requirements of ERISA, and shall meet annually at a stated time of the year to review such funding policy and method. All actions taken with respect to such funding policy and method and the reasons therefor shall be recorded in the minutes of the meetings of the Committee.

8.9.4 Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

8.9.5 Any named fiduciary under the Plan, and any fiduciary designated by a named fiduciary pursuant to Section 8.9.2 to whom such power is granted by a named fiduciary under the Plan, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

8.9.6 The Board of Directors of the Company, or any director to whom such right shall be allocated, may appoint an investment manager or managers, as defined in section 3(38) of ERISA, to manage (including the power to acquire, invest and dispose of) any assets of the Plan.

8.9.7 Except to the extent otherwise provided by law, if any duty or responsibility of a named fiduciary has been allocated or delegated to any other person in accordance with any provision of this Plan or of the Trust Agreement, then such named fiduciary shall not be liable for an act or omission of such person in carrying out such duty or responsibility.

8.10 Plan Administrator. The Company shall be the administrator of the Plan, as defined in section 3(16)(A) of ERISA.

8.11 Notices and Elections. An Employee shall deliver to the Committee all directions, orders, designations, notices or other communications on appropriate forms to be furnished by the Committee. The Committee shall also receive notices or other communications for Participants from the Trustee and transmit them to the

Participants. All elections which may be made by an Employee under this Plan shall be made in a time, manner and form determined by the Committee unless a specific time, manner or form is set forth in the Plan.

8.12 Taxes Payable by Trustee. Taxes, if any, other than transfer taxes, payable by the Trustee shall be charged against the Tax Preferred Accounts pro rata to the values of the cash and/or securities affected.

8.13 Credited Service. "Credited Service" means for any Employee his/her Company Service Credit; provided, however, that in any case where it will produce a result more favorable to the Employee, an Employee's Credited Service shall be determined in accordance with the following provisions:

8.13.1 Credited Service is the total of the period of elapsed time which begins as of the date an Employee first performs an hour of service with an Employer or an Affiliate and, except as otherwise provided in this Section 8.13, ends as of his/her severance from service date, as provided in Section 8.13.2. An "hour of service" is each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an **Employer or an Affiliate.**

8.13.2 An Employee's severance from service date shall be the earlier of:

(a) the date the Employee quits, retires, is discharged or dies; or

(b) the first anniversary of the first date of the Employee's absence for any other reason.

8.13.3 If an Employee performs an hour of

service with an Employer or an Affiliate within twelve months of the date he/she quits, retires, is discharged, or is first absent for any other reason, such Employee shall be deemed not to have severed his/her service due to such quit, retirement, discharge or absence. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive-month period beginning on the first anniversary of the first date of such absence shall not constitute a period of severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Employee, (2) by reason of the birth of a child of the Employee, (3) by reason of the placement of a child with the Employee in connection with the adoption of such child, or (4) for the purpose of caring for such child for a period beginning immediately following such birth or placement.

8.13.4 Credited Service shall be the aggregate of all an Employee's periods of Credited Service, provided that in the case of an Employee with no vested interest in that portion of his Accounts attributable to Company Contributions who incurs a one-year period of severance, his/her periods of Credited Service before and after a period of severance will be aggregated only when: (a) the Employee's latest period of severance does not exceed his/her period of Credited Service before such period of severance; and (b) such Employee has completed one year of Credited Service after such period of severance.

8.13.5 A "period of severance" is the period of time commencing on an Employee's severance from service

date and ending on the date on which the Employee again performs an "hour of service" as defined in Section 8.13.1.

8.14 Company Service Credit. "Company Service Credit" is based upon employment by the Company and by any subsidiary of the Company, by any predecessor of such a subsidiary and by any company acquired by the Company or by any subsidiary of the Company. Company Service Credit of all new employees will be determined under the following rules:

8.14.1 If an Employee receives salary, wages or commission from the Company, a subsidiary of the Company, an Employer, or Union Carbide Corporation without interruption, his/her Company Service Credit begins as of the date such salary, wages or commission is first paid to such Employee.

8.14.2 If an Employee is laid off by the Company or a subsidiary of the Company on account of a reduction in force and through no fault of his/her own: (a) if such layoff continues not more than three consecutive years, Company Service Credit will be given for service prior to such layoff; and (b) if such layoff continues more than three consecutive years, no Company Service Credit will be given for service prior to such layoff.

8.14.3 In case of absence caused by temporary suspension of work (other than "layoff" as in Section 8.14.2), Disability or absence-with-leave which is authorized by the Company or any subsidiary of the Company, and does not exceed three months, employment will be considered as continuous without any reduction

for such absence. However, in case such absence does exceed three months, the period of absence in excess of three months will not be considered as Company Service Credit unless Company Service Credit is otherwise authorized by the Company or a subsidiary of the Company for such period. If an employee who is thus absent fails to return to work when able to do so, and at the time designated by the Company or a subsidiary of the Company, he/she will be considered as voluntarily terminating his/her employment and his/her Company Service Credit shall end as of the date on which such absence commenced.

8.14.4 In case of rehire or reinstatement subsequent to discharge for cause or resignation at the request of the Company, a subsidiary of the Company, or an Employer, Company Service Credit will be given for service only since the last date of rehire or reinstatement by the Company, the subsidiary, or an Employer unless Company Service Credit is otherwise authorized by the Company, the subsidiary, or an Employer for the period prior to such rehire or reinstatement.

ARTICLE IX

AMENDMENT; TERMINATION; ADOPTION AND MERGER

9.1 Modification or Amendment of Plan. The Company reserves the right at any time and from time to time to amend the Plan in whole or in part; provided that, except as provided in Section 9.4 or as otherwise permitted by law, no amendment shall be made which (a) would cause or permit any part of the corpus of the Trust Fund to be diverted to purposes other than for the exclusive benefit of Participants or their

Beneficiaries, (b) would cause or permit any portion of the assets of the Trust Fund to revert to or become the property of any Employer or Affiliate at any time, or (c) would divest any Participant of any amount previously credited to his/her **Accounts.**

9.2 Termination of Plan or Discontinuance of Contributions. The Plan may be terminated by the Company at any time in the Company's sole discretion, in whole or in part. Notwithstanding any other provision of the Plan, upon Complete termination of the Plan or the complete discontinuance of contributions thereunder, 100 percent of each Participant's Tax Preferred Account and Standard Investment Account shall be nonforfeitable. Upon any such termination, the Committee shall instruct the Trustee either (a) to distribute or dispose of the net assets of the Trust Fund (remaining after payment of or provision for all expenses of final administration and liquidation) exclusively for the benefit of all Participants (or their Beneficiaries, as the case may be) according to their respective shares of the Trust Fund as of the date of such termination or discontinuance, or (b) to continue the Trust Fund with distributions to be made at the time and in the manner provided for by Article IV. In the event of any partial termination of the Plan (within the meaning of section 411(d)(3) of the Code), 100 percent of the Tax Preferred Account and Standard Investment Account of each Participant affected by such partial termination shall be nonforfeitable.

9.3 Expenses of Termination. In the event of the complete or partial termination of the Plan, the expenses incident thereto shall be a prior claim and lien upon the

assets of the Trust Fund and shall be paid or provided for prior to the distribution of any benefits pursuant to such termination, unless such expenses are paid by an Employer.

9.4 Amendments Required for Qualification. All provisions of this Plan, and all benefits and rights granted hereunder, are subject to any amendments, modifications or alterations which are necessary from time to time to qualify the Plan under section 401(a) of the Code or corresponding provisions of subsequent law, to continue the Plan as so qualified, to meet the requirements of section 40l(k) of the Code or to comply with any other provision of law. Accordingly, notwithstanding any other provisions of this Plan, the Company may amend, modify or alter the Plan with retroactive effect in any respect or manner necessary to qualify the Plan under section 401(a) of the Code, to continue the Plan as so qualified, to meet the requirements of section 401(k) of the Code, or to comply with any other provision of law. The Committee may also amend, modify or alter the Plan with retroactive effect in any respect or manner necessary to qualify the Plan under Code Section 401(a), to continue the Plan as so qualified, to meet the requirements of Code section 401(k), or to comply with any other provision of law as long as the cost of such amendment to the Plan for the Plan Year with respect to which such amendment is effective does not exceed two percent (2%) of the Company's Contributions for the Plan Year preceding the effective date of such amendment.

9.5 Adoption of Plan by Employers.

9.5.1 With the consent of the Company, any **Subsidiary may adopt the Plan and the Trust Agreement for** any of its divisions or locations as it may specify by

delivering to the Committee and the Trustee:

9.5.1.1 a written instrument, duly executed

and acknowledged:

(a) adopting and assuming, jointly and severally,

the obligations of the Company under the Plan and Trust Agreement;

(b) appointing the Company and the Committee as

its agents and attorneys-in-fact for all purposes with respect

to the Plan and Trust Agreement, including amending or terminating

the Plan and Trust Agreement and giving or receiving notices,

instructions, directions and other communications to the Trustee;

and

(c) specifying the divisions or locations for

which it is adopting the Plan and Trust Agreement.

9.5.1.2 A duly certified copy of resolutions

of the board of directors of the adopting corporation, or a

similar document from the person or persons having the power to

bind the partnership or other entity, authorizing the adoption

of the Plan and the Trust Agreement and approving and authorizing

the execution, acknowledgment and delivery of the written

instrument described in Section 9.5.1.1; and

9.5.1.3 a copy of a document evidencing the

Company's consent to the adoption of the Plan and the Trust

Agreement by such Subsidiary.

9.5.2 The Company's consent to any adoption of

this Plan and Trust Agreement shall be evidenced by: written

approval and consent to such adoption by the Committee if such

adoption would add fewer than 100 Eligible Employees on its

effective date; or

9.5.2.1 A resolution of the Company's Board of

Directors approving and consenting to Such adoption if such

adoption would add 100 or more Eligible Employees on its effective date.

9.5.3 In giving its consent to any adoption of the Plan and Trust Agreement under Section 9.5.2, the Company or the Committee may make its consent subject to such terms and conditions as it may prescribe.

9.6 Discontinuance of Participation. An Employer's or the Company's discontinuance of its participation under the Plan may be voluntary or involuntary, partial or complete, as described below:

9.6.1 Any Employer or the Company may, with the approval of the Committee, elect, at any time, to discontinue its participation hereunder in whole or in part with respect to any of its divisions or locations by filing written notice thereof with the Committee and specifying the group or groups of Participants affected by such election.

9.6.2 The Plan shall discontinue as to all **Participants of any Employer or the Company which shall be** declared bankrupt or which makes any general assignment for the benefit of creditors.

9.6.3 The Plan shall discontinue as to participants of any Employer or the Company in the event of the dissolution, merger, consolidation, or sale or other disposition of the business and assets or stock of such Employer or the Company, unless provision is made for the continuance of the Plan by a successor. In the event the Plan is discontinued pursuant to this Section 9.6.3, the Committee shall make such current or deferred distribution to the Participants affected by such discontinuance as it

shall deem appropriate and in accordance with Section 9.7 and the other provisions of the Plan; provided, however, if provision is made for the continuance of the Plan by a successor, the Committee shall, subject to Section 9.7, direct that the portion of the Trust Fund allocable to such Participants be transferred to a Successor qualified plan or funding medium covering such Participants. The Committee, in its sole discretion, may permit the value of such Participants' Tax Preferred Accounts to remain in the Plan pending the completion of the dissolution, merger, consolidation or sale or other disposition of the business and assets of such Participants' Employer or the Company, as the case may be, for such a period of time as shall be designated by the Committee.

9.7 Merger. Subject to the provisions of this Section 9.7, the Plan may be amended to provide for the merger of the Plan, in whole or in part, or a transfer of all or a part of its assets or liabilities, to any other qualified plan within the meaning of section 401(a) or 403(a) of the Code, including such a merger or transfer in lieu of a distribution which might otherwise be required under the Plan. In the event of such a merger or consolidation of this Plan or transfer of its assets or liabilities to any other plan in whole or in part, each Participant shall be entitled to a benefit immediately after the merger, consolidation or transfer (if such other plan then terminated) which is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then been terminated).

ARTICLE X

MISCELLANEOUS

10.1 Claims Procedure. If a claim for benefits under this Plan is wholly or partially denied, the claimant Shall be provided with a notice setting forth the specific reason or reasons for the denial, specific reference to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the claimant to perfect the claim, an explanation of why such material or information is necessary, and an explanation of the Plan's claim review procedure. Within 60 days after notification of a denial of benefits, such claimant may, upon written application, appeal such denial to the Committee for a review. Such claimant (or his/her duly authorized representative) may review pertinent documents and submit issues and comments in writing. Within 60 days of receipt of such written application for review, the Committee shall make a decision in writing, including specific reasons for the decision, with references to the pertinent Plan provisions. Under special circumstances, the Committee may extend the time for processing such a review, but a decision shall be rendered not later than 120 days after receipt of the request for review. In the event that government regulations shall impose a different standard for review, such required standard shall be followed in lieu of the above.

10.2 Plan Not an Employment Contract. Neither the adoption of this Plan by an Employer nor any action of any Employer, the Committee, or the Trustee under this

Plan, nor participation in this Plan or failure to participate in this Plan by any person, shall be held or construed to confer upon any person any legal right to be continued as an employee of any Employer or Affiliate. All Employees, whether or not they participate in this Plan, shall be subject to discharge to the same extent as they would have been if this Plan had never been adopted.

10.3 Consent to Terms of Plan and Trust Agreement. An Employee by becoming a Participant in this Plan consents and agrees to all the terms and provisions of this Plan, the Trust Agreement, and any rules and regulations adopted by the Committee pursuant to the provisions of this Plan, as they may each be amended from time to time.

10.4 Transfer of Interest Not Permitted. Except as respects any assignment or encumbrance to secure a loan from the Trust Fund which is made pursuant to Section 4.5, and except as set forth in Section 10.4.1 and as otherwise may be required by law, no person shall have any power to assign, transfer, pledge, encumber, commute or anticipate any interest in the Trust Fund or in any payment to be made under the Plan, and any attempt to assign, transfer, pledge, encumber, commute or anticipate the same shall be void; nor shall any such interest be in any way liable for or subject to the debts, contracts, liabilities, engagement or torts of the person entitled to such benefit or payment or subject to levy, garnishment, attachment, execution or other legal or equitable process.

10.4.1 Qualified Domestic Relations Order. The provisions of Section 10.4 shall not be applicable to a Qualified Domestic Relations Order and

payment of benefits shall be made in accordance with the terms of such order. The Committee shall promptly notify a Participant and any Alternate Payee of the receipt of a Domestic Relations Order and of the Plan's procedure for determining whether the order constitutes a Qualified Domestic Relations Order. Within a reasonable period of time after the receipt of such Order, the Committee, in accordance with such procedures as it shall from time to time establish, shall determine whether such order constitutes a Qualified Domestic Relations Order and shall notify the Participant and each Alternate Payee of such determination. During any period of time in which the issue of whether a Domestic Relations Order constitutes a Qualified Domestic Relations Order is being determined by the Committee, by a court of competent jurisdiction, or otherwise, the Committee shall segregate in a separate account in the Plan or in an escrow account the amounts which would have been payable to the Alternate Payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within 18 months such order is determined to be a Qualified Domestic Relations Order, the Committee shall pay the segregated amounts (plus any interest thereon) to the person or persons entitled thereto. If within 18 months it is determined that such order is not a Qualified Domestic Relations Order, or the issue as to whether such order so qualifies is not resolved, then the Committee shall pay the segregated amounts (plus any interest thereon) to the person or persons who would have been entitled

to such amounts if there had been no order. Any determination that an order is a Qualified Domestic Relations Order which is made after the end of the 18-month period shall be applied prospectively only. The Committee may treat any Domestic Relations Order entered before January 1, 1985, as a Qualified Domestic Relations Order even if such order does not meet the requirements of the preceding provisions of this Section 10.4.1.

10.5 Obligations of Employers Limited. The Employers assume no obligations under this Plan except those specifically stated in this Plan. No person shall have any right to participate in profits by reason of this Plan except to the extent expressly set forth herein. The Employers shall be under no legal obligation to make any contributions to the Trust Fund except as expressly provided herein.

10.6 Separation of Invalid Provisions. If any provision of this Plan or the Trust Agreement is h eld invalid, the remainder of the Plan or Trust Agreement shall not be affected thereby.

10.7 Payment to a Minor or Incompetent. In the event that any amount is payable to a minor or other legally incompetent person, such amount may be paid in any of the following ways, as the Committee in its sole discretion shall determine:

10.7.1 to the legal representatives of such minor or other incompetent person:

10.7.2 directly to such minor or other incompetent person;

10.7.3 to a parent or guardian of such minor,

or to a custodian for such minor under the Uniform Gifts to Minors Act (or similar statute) of any jurisdiction or to the person with whom such minor shall reside. Payment to such minor or incompetent person, or to such other person as may be determined by the Committee, as above provided, shall discharge all Employers, the Committee, the Trustee and any insurance company or other person or corporation making such payment pursuant to the direction of the Committee, and none of the foregoing shall be required to see to the proper application of any such payment to such person pursuant to the provisions of this Section 10.7.

10.8 Doubt as to Right to Payment. If at any time any doubt exists as to the right of any person to any payment hereunder or as to the amount or time of such payment (including, without limitation, any doubt as to identity, or any case in which any notice has been received from any other person claiming any interest in amounts payable hereunder, or any case in which a claim from other persons may exist by reason of community property or similar laws), the Committee shall be entitled: (i) in its discretion, to direct the Trustee (or any insurance company) to hold such sum as a segregated amount in trust until such right or amount or time is determined or until order of a court of competent jurisdiction, or to pay such sum into court in accordance with appropriate rule of law in such case then provided, or (ii) to make payment only upon receipt of a bond or similar indemnification (in such amount and in such form as is satisfactory to the Committee).

10.9 Forfeiture Upon Inability to Locate Distributee. Notwithstanding any other provision of the Plan, in the event that the Committee cannot locate any person to whom a payment is due under the Plan, and no other payee has become entitled thereto pursuant to any provision of the Plan, the benefit in respect of which such payment is to be made shall be forfeited at such time as the Committee shall determine in its sole discretion (but in all events prior to the time such benefit would otherwise escheat under any applicable state law); provided that any benefit so forfeited shall be restored if such person subsequently makes a valid claim for such benefit.

10.10 Contributions Conditioned on Deductibility. Notwithstanding any other provision of this Plan, each Before Tax Contribution and related Company Contribution made by an Employer under this Plan is conditioned on deductibility of such contribution under section 404 of the Code.

10.11 No Diversion of Trust Fund. It shall be impossible at any time for any part of the Trust Fund to be (within the taxable year or thereafter) used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries (including the payment of the expenses of the administration of the Plan and of the Trust); provided that:

10.11.1 A contribution that is made by an Employer by a mistake of fact shall be returned to such Employer upon its request within one year after the payment of the contribution; or

10.11.2 A contribution that is conditioned

upon its deductibility under section 404 of the Code shall be returned to the contributing Employer upon its request, to the extent that the contribution is disallowed as a deduction, within one year after such disallowance; or

10.11.3 A contribution that is conditioned on qualification of the Plan under section 401 of the Code shall, if the Plan does not so qualify, be returned to the contributing Employer within one year after the date of denial of qualification of the Plan. Subject to Article IX, the Trust shall continue for such time as may be necessary to accomplish the purpose for which it is created.

10.12 Usage. Whenever applicable the masculine gender, when used in the Plan, shall include the feminine and neuter genders, and the singular shall include the plural.

10.13 Governing Law. The Plan shall be governed by, construed and administered under the law of the State of Delaware without regard to the principles of conflict of laws, to the extent not preempted by federal law.

10.14 Captions. The captions contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of the Plan and in no way shall affect the Plan or the construction of any provision thereof.

IN WITNESS WHEREOF, and as evidence of the restatement of this Plan, the Company has caused this instrument to be signed by its duly authorized officer and its corporate s eal to be hereunto affixed and attested as of this

1st day of January, 1997.

FIRST BRANDS CORPORATION

[SEAL] *By:* */s/ R. F. Dainton*

VP-Human Resources

ATTEST:

/s/ [ ]

(Title)

AMENDMENT TO THE SAVINGS PLAN FOR EMPLOYEES OF FIRST BRANDS

CORPORATION AND ITS PARTICIPATING SUBSIDIARIES RESTATED

JANUARY 1,1997

The Savings Plan for Employees of First Brands

Corporation, restated January 1, 1997, is amended as follows, effective February 1, 1999, to incorporate special vesting and contribution provisions for certain employees of First Brands Corporation affected by the change in control that occurred January 29, 1999.

1. Section 2.4.2 is amended in its entirety to read as follows:

Company may contribute to the Trust as Company Contributions such amounts as it may determine from time to time. Such amounts shall be allocated among all Participants who earn a year of Credited Service in the 12-month period ending June 30 and do not incur a Termination of Employment prior to the effective date of such contributions. Notwithstanding the prior sentence each Participant who is an active Employee at January 29, 1999, shall receive an allocation of any Company Contributions made to the Plan effective as of any date between January 29, 1999 and July 1, 1999 regardless of whether such Employee incurs a Termination of Employment prior to the effective date of such contributions. Company contributions shall be allocated among qualifying Participants in proportion to their Credited Service, provided, however, that the total Credited Service of any qualifying Participant described in the prior sentence shall be determined as if the Participant continued in employment to June 30, 1999. Notwithstanding anything contained herein to the contrary,

the amounts so contributed (i) shall be fully vested; (ii) may not be distributed to any Participant prior to a Participant's Termination of Service; (iii) shall be initially invested in the shares of The Clorox Company, but thereafter shall be subject to the Participant's direction as provided in Section 3.2; and (iv) shall not be subject to the provisions of Section 4.6.1 (loans).

2. Section 3.2 is amended in its entirety to read as follows:

Investment Options. Each Participant shall direct that contributions to his/her Tax Preferred Account and Standard Investment Account, and any amounts attributable to discretionary Company Contributions made under Section 2.4.2 and held in the Trust on the Participant's behalf be invested in one or more of the investment options designated by the Committee from time to time in multiples of 1 percent.

3. Section 3.5.1 is amended to read as follows:

A Participant may at any time change his/her investment options currently in effect with respect to subsequent Before Tax Contributions, Basic Contributions, related **Company Contributions and Supplemental Contributions made** to his/her Tax Preferred Account and Standard Investment Account, plus any amounts attributable to discretionary **Company Contributions under Section 2.4.2 and held in** the Trust on the Participant's behalf, subject to the percentage limitations of Section 3.2 of this Plan, by providing written notification on forms provided therefor. Any change will be effective in accordance with the Rules of the Committee then pertaining.

4. The first two sentences of Section 3.7.3 are amended to read as follows:

On any Valuation Date, prior to the date on which a Participant is fully vested in his/her Tax Preferred Account and Standard Investment Account as described in Section 4.1.1, the Participant's interest in the Trust Fund shall be equal to the value of such accounts determined without reference to the balances in any subaccount maintained therein. On any Valuation Date after a Participant is fully vested in his/her Tax **Preferred Account and Standard Investment Account as** described in Section 4.1.1, the Participant's interest in the Trust Fund shall be equal to the entire value of such accounts.

5. The first two sentences of Section 4.1.1 are amended to read as follows:

Unless a Participant makes an election under Section 4.1.2 of this Plan, a Participant described in clauses (i) through (iii) below shall be fully vested in his/her Tax **Preferred Account and Standard Investment Account, and shall** receive the entire value of such accounts, determined as of the last Valuation Date preceding his/her termination, in a single sum:

(i) a Participant whose employment terminates for any reason (including termination on account of Disability) other than death and who has completed two years of Credited **Service;**

(ii) a Participant who was an active Employee at January 29, 1999, and whose terms of employment are not covered by the terms of a collective bargaining agreement, regardless of his/her

years of Credited Service; or

(iii) A Participant whose employment terminates on or after

his Normal Retirement Date.

A Participant not described in the prior sentence shall receive

the value of his/her Tax Preferred Account (exclusive of the

value of his/her Tax Preferred Subaccount).

6. Effective January 29, 1999, all references to the common

stock of First Brands Corporation are replaced by references

to the common stock of The Clorox Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be

signed by its duly authorized officer and its corporate seal

to be hereunto affixed and attested as of this 2nd day of

April, 1999.

FIRST BRANDS CORPORATION

By: */s/ Peter D. Bewley*

Senior Vice President and Secretary