RE: AOR 1998-12 - Excerpts from Ashland Savings Plan document

ARTICLE 2

DEFINITIONS

2.1 As used in the Plan:

(a) "Account" shall mean all of the separate accounts maintained for each Member under the provisions of Article 10 of the Plan (excepting, however, the accounts which comprise such Members' Tax Deferred Account, if any, and Restricted Company Match Account) reflecting such Member's contributions to the Trust under the provisions of Article 5 of the Plan and reflecting Participating Company contributions to the Trust allocated on behalf of such Member under the provisions of Article 7 of the Plan, as adjusted in accordance with the provisions of Section 10.3 of the Plan.

(b) "Actual Contribution Percentage" shall mean, for the Highly Compensated Eligible Employees and the Non-Highly Compensated Eligible Employees for a Plan Year, the average of the ratios, calculated separately for each person in each such group, of the amount, if any, of -

(1) such person's Member contributions allocated to such person's Account under Article 5;

(2) such person's Participating Company contributions allocated to such person's Account under Article 7; and

(3) effective on and after April 1, 1996, such person's Participating Company contributions allocated to such person's Restricted Company Match Account under Article 7, to the extent such contributions are not treated as Member contributions allocated to such person's Tax Deferred Account under Article 6 pursuant to the terms of Section 2.1 (c) of the Plan

for such Plan Year to the person's Actual Deferral Percentage Compensation for such Plan Year. For purposes of computing the Actual Contribution Percentage of any Highly Compensated Eligible Employee, the amount of contributions, if

to be in the interest of a Participating Company or an Affiliated Company, such employee shall be deemed not to have quit or been absent from service with such Participating Company or Affiliated Company so long as such employee complies with the terms and conditions of such temporary leave of absence; or (ii) if an employee is absent from service with a Participating Company or an Affiliated Company solely by reason of military service under circumstances by which such employee is afforded reemployment rights under any applicable Federal or State statute or regulation, such employee shall be deemed not to have quit or have been absent from service with such Participating Company or Affiliated Company if such employee returns to service with such Participating Company or Affiliated Company before the expiration of such reemployment rights; provided, however, in the event that such employee fails to comply with the terms and conditions of a temporary leave of absence or fails to return to service with such Participating Company or Affiliated Company before the expiration of such reemployment rights, such employee shall be deemed to have quit on the first day on which such employee was first absent from service with such Participating Company or Affiliated Company by reason of such temporary leave of absence or such military service.

(ae) "Sponsoring Company" shall mean Ashland Inc. including any successor by merger, purchase or otherwise.

(af) "Tax Deferred Account" shall mean all the separate accounts maintained under the provisions of Article 10 to which are allocated, on behalf of a Member, contributions to the Trust under the provisions of Section 6.1 of the Plan as adjusted in accordance with the provisions of Section 10.3 of the Plan.

(ag) "Termination of Employment" shall mean termination of employment with any Participating Company or any Affiliated Company, whether voluntarily or involuntarily, for any reason other than by reason of a Member's transfer to a

ARTICLE 5

MEMBER CONTRIBUTIONS

5.1 Rate. Subject to Section 5.4 and subject to the limitations of Article 7, each Member may elect to contribute to the Plan by means of payroll deduction (or other method as may be required by the Sponsoring Company) an amount not less than 1% nor more than 16% (in whole number percentages) of his Compensation, for each payment of Compensation he receives after his enrollment for Plan participation under Section 4.1 of the Plan. Contributions pursuant to this Article 5 which are less than or equal to **[No. 4 effective January 1, 1997]** *4%* of a Member's Compensation, and with respect to which a Participating Company contribution is made under the provisions of Article 7 of the Plan, are designated as Basic Contributions, and contributions which are in excess of **[No. 4 effective January 1, 1997]** *4%* of a Member's Compensation, and with respect to which no such Participating Company contribution is made, are designated as Supplemental Contributions. All Member contributions shall be paid into the Plan not less frequently than monthly and shall be allocated to such Member's Account or Tax Deferred Account as provided in the Plan.

5.2 Change of Rate. A Member may elect to change his contribution rate (including changes to or from 0%) within the limits set forth in Section 5.1 by following such administrative procedures as may be prescribed by the Sponsoring Company, from time to time, and any such change to his contribution rate shall be effective with respect to the first paycheck for such Member issued for the first pay period beginning after the Sponsoring Company records such change.

5.3 Automatic Discontinuance of Contributions. If a Member ceases to be an Employee, or otherwise ceases to be eligible to participate pursuant to the terms of Article 3 of the Plan, his Basic Contributions and Supplemental Contributions, if any, shall be automatically discontinued. If a Member elects to make a hardship withdrawal from his Account and Tax Deferred Account, if any, pursuant to the provisions of Section 12.3 of the Plan, such Member's Basic Contributions and Supplemental Contributions, if any, shall be automatically discontinued

effective for payments of Compensation first occurring for the pay period of such Member after the Sponsoring Company records such withdrawal. The automatic discontinuance of contributions resulting from a hardship withdrawal shall last for a period of 12 calendar months, starting with the first calendar month coincident with or next following the automatic discontinuance of contributions. After the expiration of this 12 calendar month period, the Member must affirmatively elect to resume contributions pursuant to the provisions of Section 5.2 of the Plan. Subject to Section 7.5, in no event shall the Actual Contribution Percentage for the Highly Compensated Eligible Employees exceed the greater of (i) the Actual Contribution Percentage for the Non-Highly Compensated Eligible Employees multiplied by 1.25; or (ii) the lesser of (A) the Actual Contribution Percentage for the Non-Highly Compensated Eligible Employees plus 2.00, or (B) the Actual Contribution Percentage for the Non-Highly Compensated Eligible Employees multiplied by 2 (hereinafter called the "actual contribution percentage test"). The Sponsoring Company may, without notice to any Member, discontinue all or part of the contributions of any one or more Highly Compensated Eligible Employees when such discontinuance is deemed necessary or advisable to establish and/or preserve the Plan as qualified under the provisions of Section 401(a) of the Code and related provisions or to satisfy the actual contribution percentage test in the immediately preceding sentence. To the extent permitted by regulations issued by the Secretary of the Treasury of the United States or his delegate, such discontinuance by the Sponsoring Company may be retroactive. Notwithstanding anything to the contrary contained herein, the following actions may be taken by the Sponsoring Company, without notice to any Member, in the event that the actual contribution percentage test is not satisfied for the Plan Year:

(a) If the actual deferral percentage test of Section 6.3 is satisfied for such Plan Year, then the Sponsoring Company may recharacterize such amount of the salary reduction contributions allocated to the Tax Deferred Accounts of the Non-Highly Compensated Eligible Employees for such Plan Year as Participating Company contributions for such Plan Year to the extent that such recharacterization would allow the Plan to satisfy the

actual contribution percentage test for such Plan Year; provided that the actual deferral percentage test was still met for such Plan Year, both with and without the amounts so recharacterized. Any contributions that are so recharacterized shall not otherwise be considered to be Participating Company contributions and shall remain allocated to the Tax Deferred Accounts of the affected Non-Highly Compensated Eligible Employees.

(b) If the actual contribution percentage test for the Plan Year cannot be satisfied under (a) of this Section 5.3, then the amount by which the Participating Company contributions and Member contributions for such Plan Year which are allocated to the Accounts of Highly Compensated Eligible Employees exceeds the maximum amount of such contributions that could have been made for such Plan Year to satisfy the actual contribution percentage test (hereinafter "excess aggregate contributions") shall be distributed, with their allocable share of income or loss, to the Highly Compensated Eligible Employees by the end of the following Plan Year, as determined for each such Employee in the following described manner. To determine each Highly Compensated Eligible Employee's share of the excess aggregate contributions, the actual contribution ratios (which is for each Highly Compensated Eligible Employee the ratio of Member and Participating Company contributions allocated to his Account for the Plan Year to his Actual Deferral Percentage Compensation for the Plan Year) of the Highly Compensated Eligible Employees for such Plan Year are reduced, beginning with the Highly Compensated Eligible Employee(s) having the highest actual contribution ratio, in succession, until each such actual contribution ratio is reduced to no more than the greater of the following --

(1) the particular actual contribution ratio resulting in the Actual Contribution Percentage for the Highly Compensated Eligible Employees that satisfies the actual contribution percentage test, calculated under the formula of [(M x T) - S] ÷ N, where M is the maximum allowable Actual Contribution Percentage for the Highly Compensated Eligible Employees , based upon the Actual Contribution Percentage of the Non-Highly Compensated Eligible Employees for such Plan Year, T is the total

number of Highly Compensated Eligible Employees for the Plan Year, S is the sum of the actual contribution ratios of the Highly Compensated Eligible Employees who do not have the highest actual contribution ratio for the Plan Year, and N is the number of Highly Compensated Eligible Employees who do have the highest actual contribution ratio for the Plan Year; or

(2) the actual contribution ratio of the Highly Compensated Eligible Employee(s) with the next highest actual contribution ratio;

until no such Highly Compensated Eligible Employee's actual contribution ratio for the Plan Year exceeds the highest permitted such ratio for such Plan Year. After completing this process, the amount of excess aggregate contributions to be distributed to a particular Highly Compensated Eligible Employee for the Plan Year is determined by subtracting from the sum of the Participating Company contributions and Member contributions actually allocated to such Highly Compensated Eligible Employee's Account for the Plan Year the amount determined by multiplying the actual contribution ratio determined after the adjustment to such ratio described in this (b) of this Section 5.3 by such Highly Compensated Eligible Employee's Actual Deferral Percentage Compensation for such Plan Year. However, the excess aggregate contributions so allocated to a Highly Compensated Eligible Employee cannot exceed the sum of the Participating Company contributions and Member contributions actually allocated to such Highly Compensated Eligible Employee's Account for the Plan Year. Excess aggregate contributions distributed to a Highly Compensated Eligible Employee for a Plan Year shall first come from any Supplemental Contributions made by such Employee under Section 5.1 for such Plan Year and, if there are still excess aggregate contributions to be distributed after exhausting such Employee's Supplemental Contributions, then the remaining portion of the distribution shall come from such Employee's Basic Contributions under Section 5.1 and Participating Company contributions allocated to his Account for the Plan Year in the proportion that such Basic Contributions bears to such Participating Company contributions for such Employee for such

Plan Year. The amount of allocable income or loss that is added to a Highly Compensated Eligible Employee's distribution of excess aggregate contributions is equal to the income or loss allocable to the Member contributions under this Article 5 and the Participating Company contributions for the Plan Year multiplied by a fraction whose numerator is the excess aggregate contributions allocated to the Highly Compensated Eligible Employee for the Plan Year and whose denominator is the sum of such Employee's Account on the first day of such Plan Year and the Member contributions under this Article 5 and Participating Company contributions allocated to his Account for such Plan Year. Notwithstanding anything to the contrary, if, during the Plan Year for which an excess aggregate contribution is made, a Highly Compensated Eligible Employee who would otherwise be allocated a share of such excess aggregate contribution with its allocable share of income or loss receives a distribution of all of his Account, such distribution shall be deemed to have been a distribution of such Employee's share of the excess aggregate contribution and its allocable share of income or loss.

[No. 4 effective January 1, 1998] *5.4 Rollover Contributions. Subject to the provisions of this Section 5.4, effective after December 31, 1997, a Member may contribute to the Plan, for allocation to the Member's Account, an amount consisting of a Direct Rollover, a Regular Rollover or a Conduit IRA Rollover. Amounts contributed by a Member pursuant to this Section 5.4, and any earnings and any income allocable thereto, shall be fully vested and nonforfeitable at all times.*

(a) *Eligibility. Only Employees who meet the eligibility requirements of Section 3.1 of the Plan are eligible to make contributions under this Section 5.4.*

(b) *Direct Rollover. A Direct Rollover is a contribution that satisfies all of the following:*

(1) The contribution is made in cash (including a check) or by such other means as may be prescribed by the Sponsoring Company, in consultation with the Trustee.

(2) The contribution consists of all or a portion of the taxable part of the Member's benefit under another qualified trust (as defined in Code Section 402(c)(8)).

(3) The contribution constitutes an eligible rollover distribution (as defined in Code Section 402(c)(4)).

(4) The contribution is being transferred directly to the Plan pursuant to the provisions of Code Section 401(a)(31).

(c) Regular Rollover. A Regular Rollover is a contribution that satisfies all the requirements enumerated for a Direct Rollover in paragraph (b) of this Section 5.4, except the requirement of paragraph (b)(4) of this Section 5.4, and which is delivered by the Member to the Plan not later than the 60th day after the day of the Member's receipt of the amount being contributed as a Regular Rollover.

(d) Conduit IRA Rollover. A Conduit IRA Rollover is a contribution that satisfies all of the following:

(1) The contribution is made in cash (including a check) or by such other means as may be prescribed by the Sponsoring Company, in consultation with the Trustee.

(2) The contribution consists of all or a portion of a Member's benefit under an individual retirement account or individual retirement annuity, the assets of which consist solely of amounts attributable to a qualified trust as defined in Code Section 402(c)(8), as required under Code Section 408(d)(3)(A)(ii).

(3) The contribution is delivered by the Member to the Plan not later than the 60th day after the day of the Member's receipt of the amount being contributed as a Conduit IRA Rollover.

(e) Information Provided by Member. Before the Plan will accept a Direct Rollover, a Regular Rollover or a Conduit IRA Rollover, the Sponsoring Company may require the Member to provide such information and documentation as the Sponsoring Company deems to be convenient and appropriate to demonstrate that the amount submitted as a Direct Rollover, Regular Rollover or Conduit IRA Rollover satisfies the requirements applicable to such a rollover. If, after accepting a contribution from a Member as a Direct Rollover, Regular Rollover or Conduit IRA

Rollover, the Sponsoring Company becomes aware such contribution did not satisfy the applicable rollover requirements in paragraph (b), (c) or (d) of this Section 5.4, then the amount of such contribution and any earnings attributable to it will be automatically distributed within a reasonable time to the Member, without the Member's consent.

(f) Investment. Coincident with or prior to the Plan's acceptance of a contribution under this Section 5.4, the Member shall direct the Plan and the Trustee regarding the investment of the contribution among the investment alternatives provided in Article 8 of the Plan. The Member's investment of contributions under this Section 5.4 shall be subject to all the relevant provisions of Article 8 of the Plan and shall be subject to such administrative procedures as prescribed, from time to time, by the Sponsoring Company, in consultation with the Trustee.

ARTICLE 6

SALARY REDUCTION CONTRIBUTIONS

6.1 Salary Reduction Election. Subject to the provisions of Section 6.3 and the limitations of Article 7, each Member may elect to reduce his remuneration from a Participating Company by having an amount of his contribution under Article 5 of the Plan, determined in whole number percentages of his Compensation, allocated to his Tax Deferred Account. Such election shall be made pursuant to such administrative procedures as may be prescribed by the Sponsoring Company, from time to time. Member contributions under this Section 6.1, when combined with any other contributions of such Member intended to be made under Section 401(k) of the Code to any other plan (if any) which allows such contributions maintained by the Sponsoring Company or maintained by an Affiliated Company, which are made by such Member from and after the time any such plan was so maintained, shall not exceed the dollar limitation as determined by the United States Secretary of the Treasury or his delegate pursuant to Section 402(g) of the Code to reflect increases in the cost of living and to be adjusted no more than annually; provided however, if a Member receives a hardship withdrawal under the provisions of Section 12.3 of the Plan, for the calendar year immediately following the calendar year in which such Member receives such hardship withdrawal, such Member shall not cause contributions under this Section 6.1 to be made in excess of the above-described dollar limitation for such following calendar year less the amount of such Member's contributions for the calendar year of the hardship withdrawal. Notwithstanding anything in the foregoing to the contrary, if a Member's contributions under this Section 6.1 made during a calendar year exceed the maximum dollar limitation described above (hereinafter called "excess deferral"), then such Member may notify the Sponsoring Company by March 1 of the calendar year following the calendar year for which such excess deferral was made, in writing, under such procedures as may be prescribed by the Sponsoring Company, from time to time, of the amount of such excess deferral in the Plan. If the Sponsoring Company has actual knowledge of such an excess deferral for a Member, then such written notice from such Member shall be deemed to have been given. After such actual

notice or deemed notice occurs, the amount of such excess deferral, reduced by any prior distributions of excess contributions under Section 6.3, shall be distributed to the Member, with its allocable share of income or loss, by April 15 of the calendar year following the calendar year for which the excess deferral occurred; provided, however, that such distribution may be made earlier, including within the calendar year for which the excess deferral occurred. The amount of income or loss allocable to the distribution of the excess deferral is determined by multiplying the amount of income or loss allocable to the contributions made to the Plan for the calendar year during which the excess occurred (or if earlier, the income or loss for such contributions as of the Valuation Date immediately prior to the distribution) by a fraction whose numerator is the excess deferral for such Member and whose denominator is the sum of such Member's Tax Deferred Account balance as of the beginning of the calendar year for which the excess deferral occurred and the amount of such Member's contributions under this Section 6.1 for that calendar year (or if earlier, the amount of such contributions as of the Valuation Date immediately prior to the distribution). Excess deferrals distributed shall first come from any Supplemental Contributions made under this Section 6.1 during the calendar year for which the excess deferral occurred and, if there are still excess deferrals to be distributed after exhausting such Supplemental Contributions, then the remaining portion of the distribution shall come from the Member's Basic Contributions under this Section 6.1 made during such calendar year, provided, that notwithstanding any other provision of the Plan to the contrary, the amount of any Participating Company contributions related to any such Basic Contributions shall be forfeited and used to reduce the amount of Participating Company contributions that would otherwise be required. Notwithstanding anything to the contrary, if, during the calendar year for which an excess deferral is made, a Member who would otherwise receive a distribution of such an excess deferral with its allocable share of income or loss receives a distribution of all of his Tax Deferred Account, such distribution shall be deemed to have been a distribution of such Member's excess deferral and its allocable share of income or loss.

6.2 Change or Suspension/Resumption of Salary Reduction Rate. Subject to Sections 5.1 and 6.1 of the Plan, a Member may elect to change the amount of his contributions being allocated to his Tax Deferred Account, in amounts equal to one or more whole percentage points of his Compensation (including changes to or from 0%), by following such administrative procedures as may be prescribed by the Sponsoring Company, from time to time, and any such change shall be effective with respect to the first paycheck for such Member issued for the first pay period beginning after the Sponsoring Company records such change.

6.3 Automatic Suspension or Discontinuance of Salary Reduction. If a Member ceases to be an Employee, or otherwise ceases to be eligible to participate pursuant to the terms of Article 3 of the Plan, his Basic Contributions and Supplemental Contributions, that were being made and allocated pursuant to the terms of this Article 6, if any, shall be automatically discontinued. If a Member elects to make a hardship withdrawal from his Account and Tax Deferred Account, if any, pursuant to the provisions of Section 12.3 of the Plan, such Member's Basic Contributions and Supplemental Contributions, that were being made and allocated pursuant to the terms of this Article 6, if any, shall be automatically discontinued effective for payments of Compensation first occurring for the pay period of such Member after the Sponsoring Company records such withdrawal. The automatic discontinuance of contributions resulting from a hardship withdrawal shall last for a period of 12 calendar months, starting with the first calendar month coincident with or next following the automatic discontinuance of contributions. After the expiration of this 12 calendar month period, the Member must affirmatively elect to resume contributions pursuant to the provisions of Section 5.2 and/or Section 6.2 of the Plan. Subject to Section 7.5, in no event shall the Actual Deferral Percentage for the Highly Compensated Eligible Employees exceed the greater of (i) the Actual Deferral Percentage for the Non-Highly Compensated Eligible Employees multiplied by 1.25; or (ii) the lesser of (A) the Actual Deferral Percentage for the Non-Highly Compensated Eligible Employees plus 2.00, or (B) the Actual Deferral Percentage for the Non-Highly Compensated Eligible Employees multiplied by 2 (hereinafter called the "actual deferral percentage test").

However, the amount of any excess deferrals under Section 6.1 for a calendar year attributable to Non-Highly Compensated Eligible Employees shall be disregarded and excluded from the computation of the actual deferral percentage test for the Plan Year in which such excess deferrals occurred, and , for this purpose, such excess deferrals shall be deemed to be the last contributions made during the calendar year in which such excess deferrals occurred, going backwards, until the contributions so determined equal the amount of the excess deferral for any such Employee. The Sponsoring Company may, without notice to any Member, discontinue the salary reduction contributions of any one or more Highly Compensated Employees when such discontinuance is deemed necessary or advisable to establish and/or preserve the Plan as qualified under the provisions of Section 401(a) and Section 401(k) of the Code. To the extent permitted by regulations issued by the Secretary of the Treasury of the United States or his delegate, such discontinuance by the Sponsoring Company may be retroactive and/or be by way of reclassification of Member contributions and/or by way of distributions to Members. If salary reduction contributions are discontinued pursuant to the terms of this Section 6.3, the payroll deductions which were related to such contributions shall continue at the same rate for each affected Member, and such contributions, from and after the date of such discontinuance, shall be deemed to be contributions made under and subject to the provisions of Article 5, including, but not limited to, the limitations applicable to such contributions under Section 5.4 of the Plan. If the Sponsoring Company determines to allow salary reduction contributions to resume for any or all of the Highly Compensated Eligible Employees, the rate of the contributions being made as of the day prior to such resumption which related to the original discontinuance of the salary reduction contributions shall cease to be made under the provisions of Article 5 and shall, from and after the date of such resumption, be made under the terms of this Article 6 at a rate for each Member equal to the lesser of the rate at which such contributions were being made prior to their prior discontinuance or such rate as is prescribed by the Sponsoring Company, pursuant to the terms of this Section 6.3. Notwithstanding anything to the contrary contained herein, the following actions may be taken by the Sponsoring Company, without notice to any Member, in

the event that the actual deferral percentage test is not satisfied for the Plan Year. In such event, the amount by which the salary reduction contributions for such Plan Year which are allocated to the Tax Deferred Accounts of Highly Compensated Eligible Employees exceeds the maximum amount of such contributions that could have been made for such Plan Year to satisfy the actual deferral percentage test (hereinafter "excess contributions") shall be distributed, with their allocable share of income or loss, to the Highly Compensated Eligible Employees by the end of the following Plan Year, as determined for each such Employee in the following described manner. To determine each Highly Compensated Eligible Employee's share of the excess contributions, the actual deferral ratios (which is for each Highly Compensated Eligible Employee the ratio of salary reduction contributions allocated to his Tax Deferred Account for the Plan Year to his Actual Deferral Percentage Compensation for the Plan Year) of the Highly Compensated Eligible Employees for such Plan Year are reduced, beginning with the Highly Compensated Eligible Employee(s) having the highest actual deferral ratio, in succession, until each such actual deferral ratio is reduced to no more than the greater of the following --

(1) the particular actual deferral ratio resulting in the Actual Deferral Percentage for the Highly Compensated Eligible Employees that satisfies the actual deferral percentage test, calculated under the formula of [(M x T) - S] ÷ N, where M is the maximum allowable Actual Deferral Percentage for the Highly Compensated Eligible Employees , based upon the Actual Deferral Percentage of the Non-Highly Compensated Eligible Employees for such Plan Year, T is the total number of Highly Compensated Eligible Employees for the Plan Year, S is the sum of the actual deferral ratios of the Highly Compensated Eligible Employees who do not have the highest actual deferral ratio for the Plan Year, and N is the number of Highly Compensated Eligible Employees who do have the highest actual deferral ratio for the Plan Year; or

(2) the actual deferral ratio of the Highly Compensated Eligible Employee(s) with the next highest actual deferral ratio; until no such Highly Compensated Eligible Employee's actual deferral ratio for the Plan Year exceeds the highest permitted such ratio for such Plan Year. After completing this process, the amount of excess contributions to be distributed to a particular Highly Compensated Eligible Employee for the Plan Year is determined by subtracting from the salary reduction contributions actually allocated to such Highly Compensated Eligible Employee's Tax Deferred Account for the Plan Year the amount determined by multiplying the actual deferral ratio determined after the adjustment to such ratio described in this Section 6.3 by such Highly Compensated Eligible Employee's Actual Deferral Percentage Compensation for such Plan Year. However, the excess contributions so allocated to a Highly Compensated Eligible Employee cannot exceed the amount of salary reduction contributions actually allocated to such Highly Compensated Eligible Employee's Tax Deferred Account for the Plan Year, and are reduced by the amount of any previously distributed excess deferrals under Section 6.1 attributable to such Plan Year. Excess contributions distributed to a Highly Compensated Eligible Employee for a Plan Year shall first come from any Supplemental Contributions made by such Employee and allocated to his Tax Deferred Account for such Plan Year and, if there are still excess contributions to be distributed after exhausting such Employee's Supplemental Contributions, then the remaining portion of the distribution shall come from such Employee's Basic Contributions that were allocated to his Tax Deferred Account for such Plan Year, provided, that notwithstanding any other provision of the Plan to the contrary, the amount of any Participating Company

contributions related to any such Basic Contributions shall be forfeited and used to reduce the amount of Participating Company contributions that would otherwise be required. The amount of allocable income or loss that is added to a Highly Compensated Eligible Employee's distribution of excess contributions is equal to the income or loss allocable to the salary reduction contributions for the Plan Year multiplied by a fraction whose numerator is the excess contributions allocated to the Highly Compensated Eligible Employee for the Plan Year and whose denominator is the sum of such Employee's Tax Deferred Account on the first day of such Plan Year and the salary reduction contributions under allocated to his Tax Deferred Account for such Plan Year. Notwithstanding anything to the contrary, if, during the Plan Year for which an excess contribution is made, a Highly Compensated Eligible Employee who would otherwise be allocated a share of such excess contribution with its allocable share of income or loss receives a distribution of all of his Tax Deferred Account, such distribution shall be deemed to have been a distribution of such Employee's share of the excess contribution and its allocable share of income or loss.

ARTICLE 7

PARTICIPATING COMPANY CONTRIBUTIONS

7.1 Participating Company Contributions.

(a) Before April 1, 1996. For Compensation paid before the first pay period beginning in April of 1996, the Participating Companies shall contribute to the Trust for payments of Compensation for which there are Member Basic Contributions, in cash, an amount equal to 70% (20% in the case of Members working in a classification eligible to participate in the Ashland Inc. Leveraged Employee Stock Ownership Plan) of the aggregate amount of all such Member Basic Contributions less forfeitures, if any, then to be taken as an offset against Participating Company contributions under the Plan. The determination of the amount of the aggregate Participating Company contributions, and the payment thereof, for each payment of Compensation for which a contribution is to be made shall be made as soon as practicable after the end of the calendar month in which falls such payment of Compensation, or at such earlier time or times as may be arranged, from time to time, between the Sponsoring Company and the Trustee. Subject to the limitations of Section 7.2 and Section 7.3 of the Plan, the aggregate Participating Company contributions shall be allocated to the Account of each Member making Basic Contributions for the period for which such allocation is being made in the proportion that the Basic Contributions (if any) of each such Member bears to the total Basic Contributions of all such Members for such period. Each Participating Company's share of the aggregate Participating Company contributions for any period for which an allocation is made shall equal the sum of the allocations pursuant to this paragraph (a) of Section 7.1 of such aggregate Participating Company contributions to the Accounts of the Members employed by such Participating Company during such period.

(b) After March 31, 1996. For Compensation paid for the first pay period beginning after March of 1996, the Participating Companies shall contribute to the Trust for payments of Compensation for which there are Member Basic Contributions, in cash or in

kind, an amount equal to 70% of the aggregate amount of all such Member Basic Contributions less forfeitures, if any, then to be taken as an offset against Participating Company contributions under the Plan. The determination of the amount of the aggregate Participating Company contributions, and the payment thereof, for each payment of Compensation for which a contribution is to be made shall be made as soon as practicable after the payment of such Compensation, as arranged, from time to time, between the Sponsoring Company and the Trustee. Subject to the limitations of Section 7.2 and Section 7.3 of the Plan, the aggregate Participating Company contributions shall be allocated between the Account and Restricted Company Match Account of each Member making Basic Contributions for the period for which such allocation is being made as follows:

(1) the amount of such aggregate Participating Company contributions equal to 20% of the total Member Basic Contributions for such period shall be allocated to the Account of each such Member in the proportion that the Basic Contributions (if any) of each such Member bears to the total Basic Contributions of all such Members for such period; and

(2) the amount of such aggregate Participating Company contributions equal to 50% of the total Member Basic Contributions for such period shall be allocated to the Restricted Company Match Account of each such Member in the proportion that the Basic Contributions (if any) of each such Member bears to the total Basic Contributions of all such Members for such period.

Each Participating Company's share of the aggregate Participating Company contributions for any period for which an allocation is made shall equal the sum of the allocations pursuant to this paragraph (b) of Section 7.1 of such aggregate Participating Company contributions to the Accounts and Restricted Company Match Accounts of the Members employed by such Participating Company during such period.

[No. 4 effective January 1, 1997] *(c) After December 31, 1996. For Compensation paid for the first pay period beginning after December of 1996, the Participating Companies shall contribute to the Trust, in cash or in kind, on behalf of each Member for whom there are Member Basic Contributions, the amount derived from the following table:*

Column 1 *Successive Levels of Member Basic Contributions, as a Percentage of Compensation, to which Levels of Participating Company Contributions Relate*	*Column 2* *Participating Company Contributions as a Percentage of each Level of Member Basic Contributions in Column 1*
1. at least 1% and not greater than 2%	*1. 110%*
2. at least 3% and not greater than 4%	*2. 100%*

Any forfeitures under the Plan shall be used to reduce the amount of the Participating Companies' contributions that would otherwise be contributed under this paragraph (c) of Section 7.1. The determination of the amount of the aggregate Participating Company contributions, and the payment thereof, for each payment of Compensation for which a contribution is to be made shall be made as soon as practicable after the payment of such Compensation, as arranged, from time to time, between the Sponsoring Company and the Trustee. Subject to the limitations of Section 7.2 and Section 7.3 of the Plan, the Participating Company contributions made with regard to each Member's Basic Contributions shall be allocated between the Account and Restricted Company Match Account of each such Member for the period for which such allocation is being made as determined under the following table:

Column 1 *Member Basic Contributions in 1*	*Column 2* *Participating Company Contributions for each*	*Column 3* *Portion of Participating Company Contributions*	*Column 4* *Portion of Participating Company Contributions*

Percentage Point Increments	*$1 of Member Basic Contributions in Column 1*	*in Column 2 Allocated to the Member's Account*	*in Column 2 Allocated to the Member's Restricted Company Match Account*
1. first 1% of Compensation	*1. $1.10*	*1. $ .30*	*1. $ .80*
2. second 1% of Compensation	*2. $1.10*	*2. $ .30*	*2. $ .80*
3. third 1% of Compensation	*3. $1.00*	*3. $ .30*	*3. $ .70*
4. fourth 1% of Compensation	*4. $1.00*	*4. $ .30*	*4. $ .70*

Each Participating Company's share of the aggregate Participating Company contributions for any period for which an allocation is made shall equal the sum of the allocations pursuant to this paragraph (c) of Section 7.1 of such aggregate Participating Company contributions to the Accounts and Restricted Company Match Accounts of the Members employed by such Participating Company during such period.

7.2 Limitation on Annual Additions.

(a) Notwithstanding any other provision of the Plan, the sum of the Annual Additions (as hereinafter defined) to a Member's Account and Tax Deferred Account for a Limitation Year (as defined in Section 7.4) ending after January 1, 1984 shall not exceed the lesser of: (i) effective on and after October 1, 1995, $30,000 **[No. 1 effective 10/1/96]** *($7,500 for the Limitation Period beginning on October 1, 1996 and ending on December 31, 1996)*, as adjusted under Section 415(d) of the Code, determined as of the applicable Limitation Year; or (ii) 25% of such Member's Limitation Year Compensation (as defined in Section 7.4). The limitation in clause (ii) above shall not apply with respect to any contributions for

medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which are otherwise treated as an Annual Addition or to any amount otherwise treated as an Annual Addition under Section 415(l) of the Code. The term Annual Additions to a Member's Account for any Limitation Year shall mean the sum of:

(1) such Member's allocable share of the total aggregate Participating Company contributions for the Plan Year ending within such Limitation Year;

(2) amounts allocated under Section 6.1 to such Member's Tax Deferred Account for the Plan Year ending within such Limitation Year (other than excess deferrals distributed to the Member by April 15 of the calendar year following the calendar year during which such excess deferral arose);

(3) the amount of such Member's total Basic Contributions and Supplemental Contributions to his account for the Plan Year ending within such Limitation Year (other than rollover contributions, repayments of loans or of amounts described in Section 411(a)(7)(B) of the Code in accordance with the provisions of Section 411(a)(7)(C) of the Code, repayments of amounts described in Section 411(a)(3)(D) of the Code, direct transfers between qualified plans, deductible employee contributions within the meaning of Section 72(o)(5) of the Code; and salary reduction contributions to a simplified employee pension plan which are excludable from gross income under Section 408(k)(6) of the Code);

(4) amounts allocated, in years beginning after March 31, 1984, to an individual medical benefit account, as defined in Section 415(l)(2) of the Code, which is part of a defined benefit plan; and

(5) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to

post-retirement medical benefits allocated to the separate account of a key employee, as defined in Section 419A(d)(3) of the Code, under a welfare benefits fund, as defined in Section 419(e) of the Code, maintained by a Participating Company or an Affiliated Company.

Except as provided in (2) of this paragraph (a), excess deferrals, excess contributions and excess aggregate contributions are included as Annual Additions for the Limitation Year for which they are allocated to an account.

(b) In the event that it is determined that, but for the limitations contained in paragraph (a) of this Section 7.2, the Annual Additions to a Member's Account, Tax Deferred Account and Restricted Company Match Account for any Limitation Year would be in excess of the limitations contained herein, such Annual Additions shall be reduced to the extent necessary to bring such Annual Additions within the limitation contained in paragraph (a) of this Section 7.2 in the following order:

(1) Any employee contributions by a Member to his Account which are included in such Annual Additions shall be returned to such Member together with any gain attributable to such returned employee contributions unless the return of employee contributions under this sub-paragraph (1) results in discrimination in favor of employees of the Sponsoring Company, or other Participating Company which is not an Affiliated Company of the Sponsoring Company, who are officers or highly compensated;

(2) If there are no such employee contributions, or, if such employee contributions cannot be returned or are not sufficient to reduce such Annual Additions to the limitations contained herein, to the extent permitted by the Code and/ or regulations issued thereunder, contributions allocated to a Member's Tax Deferred Account which are included in such

Annual Additions shall be paid to such Member together with any gain attributable to such contributions;

(3) If there are no such allocations, or, if such allocations cannot be paid to such Member or are not sufficient to reduce such Annual Additions to the limitations contained herein, such Member's allocable share of the aggregate Participating Company contributions for the Plan Year ending within such Limitation Year shall be reduced.

(c) To the extent that the amount of any Member's allocable share of the aggregate Participating Company contributions is reduced in accordance with the provisions of paragraph (b) of this Section 7.2, the amount of such reductions shall be treated as a forfeiture under the Plan and shall be applied to reduce Participating Company contributions made or to be made after the date on which such reduction arose or, if there are no such contributions made, shall be returned to the Participating Companies.

7.3 Limitation on Annual Additions for Participating Companies or Affiliated Companies Maintaining Other Defined Contribution Plans. In the event that any Member of this Plan is a participant under any other Defined Contribution Plan (as defined in Section 7.4) maintained by a Participating Company or an Affiliated Company (whether or not terminated), the total amount of Annual Additions to such Member's accounts under all such Defined Contribution Plans shall not exceed the limitations set forth in Section 7.2; provided, however, if any such Defined Contribution Plan is subject to a special limitation in addition to, or instead of, the regular limitations described in Sections 415(b) and 415(c) of the Code: (i) the total amount of Annual Additions to such Member's Account, Tax Deferred Account and Restricted Company Match Account in this Plan (only) shall not exceed the limitations set forth in Section 7.2, (ii) the combined limitations for all such Defined Contribution Plans (including this Plan) shall be the larger of such special limitation or the limitations set forth in Section 7.2 and (iii) if any such other Defined Contribution Plan is a tax credit employee stock ownership plan under which the

ARTICLE 8

INVESTMENT OF CONTRIBUTIONS

8.1 Investment Funds. The Trust Fund shall be invested by the Trustee in such investment funds as may be agreed upon, from time to time, between the Trustee and the Sponsoring Company, as provided in Section 4 of the trust agreement between the Sponsoring Company and the Trustee, dated as of October 1, 1995 and as it may be amended thereafter, including all attachments and exhibits appended thereto, all of which are incorporated herein by reference and made a part hereof, and in accordance with the provisions of Section 8.2 of the Plan. The following is a list and general description of the said investment funds:

(a) Fund A - Ashland Common Stock Fund shall be a fund consisting of common stock of the Sponsoring Company contributed by one or more Participating Companies or purchased by the Trustee (i) on the open market; (ii) by the exercise of stock rights; (iii) through participation in any dividend reinvestment program of the Sponsoring Company, including any such program which involves the direct issuance or sale of common stock by the Sponsoring Company (if no commission is charged with respect to such direct issuance or sale); or (iv) from the Sponsoring Company whether in treasury stock or authorized but unissued stock. Stock purchased by the Trustee pursuant to clause (iii) of this paragraph (a) shall be valued pursuant to such dividend reinvestment program and shall be purchased in accordance with all of the terms and conditions of such program. Stock contributed by a Participating Company or purchased by the Trustee pursuant to clause (iv) of this paragraph (a) shall be valued at the closing price of such stock on the New York Stock Exchange composite tape for the trading day immediately preceding the date on which such stock is contributed or sold to the Plan; provided, however, that effective on and after April 1, 1996, stock acquired pursuant to clause (iv) of this paragraph (a) shall be valued at the closing price of such stock on the New York Stock Exchange at 4:00 PM for the date as of which

such stock is contributed or sold to the Plan and provided further, that any such stock so contributed shall be in whole shares only. In no event shall a commission be charged with respect to a purchase pursuant to clause (iv). The Trustee may, to the extent it is mutually agreed upon by the Trustee and the Sponsoring Company, maintain a portion of the investment in Fund A in cash and/or cash equivalents, in accordance with the terms of the trust agreement, for the purpose of fund liquidity and to accommodate distributions.

(b) Fund B - Low Volatility Fund shall be a fund seeking preservation of capital and a competitive level of income over time, with a goal to maintain low volatility of the unit price which will fluctuate modestly with market movements. This fund has two components; one which invests in a diversified portfolio of short-term fixed income securities whose yield, and therefore market value, will vary as interest rates change, and one which invests in a diversified portfolio of fixed income securities and investment contracts offered by major financial institutions providing a fixed or reasonably predictable rate of return for a specified period.

(c) Fund C - Fidelity Government Securities Fund shall be a bond mutual fund seeking to provide a high level of current income which invests primarily in securities issued by the U.S. government or its agencies whose income is exempt from state and local taxes; but not all securities in this fund are backed by the full faith and credit of the U.S. government, and neither an investment in this fund nor the market value of the securities are insured or guaranteed by the U.S. government.

(d) Fund D - Fidelity Equity Income II Fund shall be a growth and income mutual fund seeking a level of income that exceeds the yield of the securities comprising the Standard & Poor's Composite Index of 500 Stocks and it will also look for companies with a potential for capital growth. This fund normally invests most of its assets in securities that provide dividend income and it can also invest in

bonds. This fund will invest in securities of many different qualities and it focuses more on capital growth and less on income.

(e) Fund E - Fidelity Contrafund shall be a growth mutual fund seeking capital growth, primarily investing in foreign and domestic common stocks of companies that the fund's manager believes are undervalued or show potential for growth. The investment strategy of this fund can lead to investments in smaller companies, which can often involve more risk than investments in larger companies.

(f) Fund F - Fidelity Low Priced Stock Fund shall be a growth mutual fund seeking to increase the value of investment over the long term through capital growth. The majority of the fund invests primarily in stocks of companies the fund manager considers undervalued or out of favor with other investors and that offer the possibility for significant growth. These often are stocks of smaller, less well-known companies. A redemption fee of 1.5 percent is charged if a Member/shareholder sells his shares within 90 days after purchase.

(g) Fund G - Fidelity Overseas Fund shall be an international mutual fund seeking capital growth. Normally the fund invests at least 65 percent of its total assets in securities such as stocks and bonds, from at least three countries outside of North America. It generally invests most of its assets in securities of issuers located in developed countries in these general geographic areas: the Americas (other than the United States), the Far East and Pacific Basin, and Europe.

(h) Fund H - Packaged Investment Programs shall be one of three packaged investment strategies consisting of Fund H1 - Aggressive, Fund H2 - Moderate or Fund H3 - Conservative, each of which will result in an investment allocation of Member and Company contributions allocated thereto, pursuant to Section 8.2 of the Plan, as described in this paragraph (h), and which provide that investment allocations therein will be automatically rebalanced at least monthly or when the

actual allocation thereunder for any component of one of these packaged alternative investment strategies deviates from its target by plus or minus five percent. The packaged investment strategies are as follows:

(1) H1 - Aggressive. This packaged investment strategy is designed primarily to achieve long-term growth by investing mostly in equities, with a small allocation directed toward fixed income securities to provide a margin of current income.

The target allocation for the Aggressive investment strategy is as follows:

15% Fund B

15% Fund C

40% Fund D

20% Fund E

10% Fund G

(2) H2 - Moderate. This packaged investment strategy is designed to provide both income and the potential for long-term growth with approximately equal emphasis and includes a combined investment in fixed income and stocks evenly divided.

The target allocation for the Moderate investment strategy is as follows:

30% Fund B

20% Fund C

30% Fund D

15% Fund E

5% Fund G

(3) H3 - Conservative. This packaged investment strategy is designed to preserve principal by investing in mostly high quality and lower risk

income-producing securities, with a small allocation directed toward equities to provide a minimum capital growth component.

The target allocation for the Conservative investment strategy is as follows:

50% Fund B

20% Fund C

20% Fund D

10% Fund E

Amounts held in any of the foregoing described investment Funds in this Section 8.1 may temporarily be held in cash or cash equivalents or be held in short-term securities issued by the Untied States of America or any agency or instrumentality thereof or any other investments of a short-term nature, including corporate obligations or participations therein and interim collective or common investment funds.

8.2 Allocation of Contributions to Funds. A Member's contributions made under Articles 5 and 6 of the Plan and his allocable share of the aggregate Participating Company contributions that are not allocated to such Member's Restricted Company Match Account under Section 7.1(b) of the Plan shall be invested in one of more of the investment Funds enumerated under Section 8.1 of the Plan, as elected by the Member pursuant to Article 4 or as subsequently changed in accordance with Section 8.3. The amount so elected to be invested by a Member in a particular Fund cannot be less than 5% of the total of the contributions to be invested and must otherwise be expressed in whole percentage point increments, unless otherwise specified under administrative rules promulgated by the Sponsoring Company. An account shall be established for each Member under each Fund to which contributions on behalf of such Member have been allocated and a separate account shall be established under each such Fund in respect of any salary reduction contributions under Article 6 of the Plan. Additionally, each Member's contributions allocated to his Account before 1987 which consisted of after-tax contributions of

(iv) The Member shall otherwise be entitled to a distribution pursuant to the provisions of Article 11 and Article 13.

(v) The Member provides such evidence from the transferee plan to the Plan Administrator, as prescribed by the Plan Administrator, which is sufficient to demonstrate that the transferee plan is qualified under Section 401(a) of the Code, that the terms of the transferee plan allow it to accept such a transfer in the form in which it will be made as prescribed under (iii) above, and that the transferee plan meets the applicable provisions of (ii) above.

8.6 Diversification Elections.

(a) Election by Qualified Member. Effective after March 31, 1996, each Qualified Member shall be permitted to direct the Plan (as prescribed under (b) and (c) below) as to the investment of 25 percent of his Restricted Company Match Account (as determined under (d) below) during the period beginning on the first regular business day of September and ending on the next to last regular business day of September, as determined by the Sponsoring Company, for the Plan Year in which falls such first regular business day of September and which is part of such Qualified Member's Qualified Election Period; provided, however, that "50 percent" shall be substituted for "25 percent" above for the Plan Year during such Qualified Member's Qualified Election Period which ends in the calendar year in which such Qualified Member attains age 60, and for each subsequent Plan Year in such Qualified Member's Qualified Election Period.

(b) Method of Directing Investment. The Qualified Member's investment direction under (a) above shall be made pursuant to such administrative rules as may be prescribed by the Sponsoring Company, from time to time, in a manner similar to that prescribed for elections to change investment options under Section 8.3 of the

Plan, and shall be effective as of the last Valuation Date of the particular September during which the election described in paragraph (a) of this Section 8.6 is made by the Qualified Member.

(c) Investment Options. The amount subject to the Qualified Member's investment direction may be invested in and among any of the investment Funds available under Section 8.1 of the Plan.

(d) Determination of Amount Subject to Diversification Requirements. The portion of a Qualified Member's Restricted Company Match Account subject to the investment direction provided under (a) above for all Plan Years in the Qualified Election Period shall be equal to (1) 25 percent (50 percent for Plan Years ending in and after the calendar year in which the Qualified Member attains age 60) of the value of such Qualified Member's Restricted Company match Account as of the last Valuation Date of September of the Plan Year to which the investment direction relates (determined separately for each such Account), plus any amounts that were subject to a prior investment direction pursuant to the provisions of this Section 8.6, less, (2) the amounts of such Qualified Member's Restricted Company Match Account previously subject to an investment direction under this Section 8.6.

8.7 Loans.

(a) Eligibility. Any Member who is an Employee paid on the payroll system of the Sponsoring Company may apply for a loan from his Tax Deferred Account and his Account (but not from his Restricted Company Match Account), subject to the terms, conditions and limitations prescribed in this Section 8.7 of the Plan and those on any loan agreement or promissory note signed by such Member. Any such Member who is eligible for a loan may apply for a loan by contacting the Trustee in the manner prescribed by the Sponsoring Company, from time to time. A Member to whom a loan is made automatically agrees to be bound by all the

ARTICLE 10

SEPARATE ACCOUNTS

10.1 Separate Accounts. Separate accounts under each investment Fund described in Section 8.1 shall be maintained under the Plan for each Member. The amount contributed by or on behalf of a Member or allocated to such Member shall be credited to his Account, his Tax Deferred Account, or his Restricted Company Match Account in the manner set forth in Articles 5, 6, 7 and 8 of the Plan. No amounts allocated to a Member's Account shall be reallocated to such Member's Tax Deferred Account, and, except as otherwise allowed by Section 6.3 of the Plan and/or law, regulation or ruling, no amount allocated to a Member's Tax Deferred Account shall be reallocated to such Member's Account. All payments from the Plan to a Member or his Beneficiary shall be charged (i) first against the Account of such Member, starting with any after-tax contributions the Member made prior to 1987, exclusive of earnings allocable thereto, to the extent such contributions still remain in the Member's Account, until exhausted, and then (ii) against the remainder of the Account, consisting first of any other Member after-tax contributions and second of the Participating Company contributions, and then charged against his Tax Deferred Account and finally charged against his Restricted Company Match Account, including all allocable earnings. Except as otherwise provided in the Plan, each Member has a nonforfeitable right to amounts in his Account, Tax Deferred Account and Restricted Company Match Account.

10.2 Accounts of Members Transferred to an Affiliated Company. If a Member is transferred to an Affiliated Company which is not a Participating Company, the amount credited to his Account, Tax Deferred Account and/or his Restricted Company Match Account shall continue to share in the earnings or losses of each investment Fund for which such Member has an account(s) and such Member's rights and obligations with respect to his Account, Tax Deferred Account and/or his Restricted Company Match Account shall continue to be governed by the provisions of the Plan and Trust.

ARTICLE 12

WITHDRAWALS PRIOR TO TERMINATION OF EMPLOYMENT

12.1 In-Service Withdrawals. As of any Valuation Date prior to a Member's Termination of Employment, such Member shall be entitled to withdraw all or any part of his Account, reduced by the amount of Participating Company contributions and earnings on such contributions allocated to such Member's Account during the 24-month period preceding such Member's withdrawal. Withdrawal by a Member under this Section 12.1 shall only be allowed once during any 12-month period. Withdrawals paid to Members shall first consist of such Member's after-tax contributions made before 1987 and still remaining in his Account, exclusive of earnings allocable thereto. After such amounts are completely exhausted, withdrawals shall come from after-tax contributions made after 1986, Participating Company contributions and the earnings allocable to both such contributions. A Member may elect a withdrawal under this Section 12.1 by contacting the Trustee in such manner as may be prescribed by the Sponsoring Company, from time to time. Withdrawals made under this Section 12.1 are payable as a single sum, in cash or in kind, as allowed under Section 13.4 of the Plan.

12.2 In-Service Withdrawals of the Tax Deferred Account. As of any Valuation Date on or after a Member attains age 59½ and prior to such Member's Termination of Employment, such Member shall be entitled to withdraw all or any part of his Tax Deferred Account; provided, however, that in connection with such withdrawal, such Member also withdraws all of his Account, reduced by the amount of Participating Company contributions and earnings on such contributions allocated to such Member's Account during the 24-month period preceding such Member's withdrawal. Withdrawals by a Member under this Section 12.2 shall only be allowed once during any 12-month period. Withdrawals paid to Members shall first consist of such Member's after-tax contributions made before 1987 and still remaining in his Account, exclusive

of earnings allocable thereto, and, after such amounts are completely exhausted, withdrawals under this Section 12.2 shall come from after-tax contributions made after 1986, Participating Company contributions and, finally, Member contributions allocated to such Member's Tax Deferred Account, including the earnings allocable to all such contributions. A Member may elect a withdrawal under this Section 12.2 by contacting the Trustee in such manner as may be prescribed by the Sponsoring Company, from time to time. Withdrawals under this Section 12.2 are payable as a single sum, in cash or in kind, as allowed under Section 13.4 of the Plan..

12.3 Hardship Withdrawal.

(a) A Member may apply for a withdrawal as of any Valuation Date on account of hardship (as hereinafter defined in this Section 12.3) of all or a part of the value of his Tax Deferred Account that is equal to the amount of his Tax Deferred Account as of December 31, 1988 plus salary reduction contributions allocated to such Account after such date, less the amount of previous hardship withdrawals hereunder by filing such application in such form and manner and at such time (prior to the Valuation Date as of which such hardship withdrawal is to be effective) as the Sponsoring Company may from time to time prescribe. An application for a hardship withdrawal under this Section 12.3 may be submitted only by a Member who has no balance in his Account or is withdrawing the entire amount which he is eligible to withdraw under the provisions of Section 12.1 in conjunction with his application for a hardship withdrawal. Payment of an amount withdrawn under this Section 12.3 shall be made in a lump sum, in cash, as soon as reasonably practicable after the date on which such withdrawal is approved by the Sponsoring Company. That portion of such Member's Tax Deferred Account not withdrawn pursuant to this Section 12.3 shall remain in the Trust Fund in such Member's investment Fund accounts allocated to his Tax Deferred Account.

(b) For purposes of this Section 12.3, hardship shall be determined in the sole discretion and judgment of the Sponsoring Company in a uniform and nondiscriminatory manner and shall be deemed to exist, on the basis of an objective analysis of the relevant facts and circumstances, only in the case of an immediate and heavy financial need of the Member. An immediate and heavy financial need of the Member will be deemed to exist if the application for withdrawal is on account of:

(i) medical expenses described in Section 213(d) of the Code incurred by the Member, the Member's Spouse, or any dependents of the Member (as defined in Code Section 152);

(ii) the purchase (excluding mortgage payments) of a principal residence for the Member;

(iii) the payment of tuition for the next 12 months of post-secondary education for the Member, Member's spouse or Member's children or dependents;

(iv) payments necessary to prevent eviction from the Member's principal residence or the foreclosure of the mortgage on that residence;

(v) other events which are adopted by the Sponsoring Company and which are deemed immediate and heavy financial needs by the Commissioner of Internal Revenue through the publication of revenue rulings, notices, and other documents of general applicability; or

(vi) any other set of relevant facts and circumstances which, in the sole discretion of the Sponsoring Company, based upon an objective analysis of the particular facts and circumstances, constitutes an immediate and heavy financial need.

In no event shall an amount withdrawn under this Section 12.3 exceed the amount required to relieve the immediate financial need created by the hardship or which would be reasonably available (as determined by the Sponsoring Company) from other resources of the Member. However, the amount withdrawn under this Section 12.3 may include the amount reasonably anticipated to be necessary to pay any local, state, or federal taxes or penalties resulting from such distribution. To satisfy the Sponsoring Company that the amount to be withdrawn under this Section 12.3 is necessary to satisfy the immediate financial need, each Member applying for a withdrawal under this Section 12.3 shall swear out a statement before a notary public representing that such need cannot be relieved:

(A) through reimbursement or compensation by insurance or otherwise;

(B) by reasonable liquidation of the Member's assets, to the extent such liquidation would not itself cause an immediate and heavy financial need;

(C) by cessation of elective contributions or employee contributions under the Plan; or

(D) by other distributions or nontaxable (at the time of the loan) loans from plans maintained by the Sponsoring Company or by any other employer, or by borrowing from commercial sources on reasonable commercial terms.

So long as the person who reviews the sworn representation of the Member applying for a hardship distribution has no actual knowledge of facts contrary to such Member's representation, the Sponsoring Company shall be able to rely on such representation in making the hardship distribution under this Section 12.3.

12.4 Repayment of Withdrawn Amounts Prohibited. Repayment of amounts withdrawn by a Member or Beneficiary pursuant to the provisions of Article 11 or Article 12 of the Plan, are not permitted.

12.5 Restricted Company Match Account. Except as may otherwise be provided under Section 8.6 of the Plan, addressing diversification elections by Qualified Members, no Member

may make a withdrawal of any amount allocated to his Restricted Company Match Account prior to incurring a Termination of Employment.

12.6 Suspension of Withdrawals. Effective on or after August 29, 1995, and notwithstanding anything to the contrary contained in the Plan, withdrawals from the Plan, as they are provided for in this Article 12, shall be suspended until such time in November of 1995 when the transition to the new Trustee, Fidelity Management Trust Company, is completed and such new Trustee is administratively able to process and pay withdrawals hereunder, as the rules for the same may exist for the Plan at that time.

through) employees of a Participating Company or an Affiliated Company may be entitled by law, corporate by-law or otherwise.

15.5 Payment of Fees and Expenses. The Trustee, the board of directors of the Sponsoring Company and any delegatee, redelegatee or designee shall be entitled to payment from the Trust Fund for all reasonable fees, costs, charges and expenses incurred by them in the course of performance of their duties under the Plan and the Trust, except to the extent that such fees and costs are paid by any Participating Company or Affiliated Company. Notwithstanding any other provision of the Plan or Trust, no person who is a "disqualified person" within the meaning of Section 4975(e)(2) of the Code, or a "party in interest" within the meaning of Section 3(14) of ERISA and who receives full-time pay from any Participating Company or Affiliated Company shall receive compensation from the Trust Fund, except for reimbursement of expenses properly and actually incurred.

15.6 Voting of Shares. All voting rights with respect to common stock in Fund A under Section 8.1 held by the Trustee shall be exercised by the Trustee only as directed by the Members (and by Beneficiaries of deceased Members who have not received a distribution of their benefits, and such Beneficiaries shall be treated as Members for purposes of applying the provisions of this Section 15.6) having all or a part of their Accounts, Tax Deferred Accounts and/or Restricted Company Match Accounts invested in such Fund A, acting in their capacity as named fiduciaries (within the meaning of ERISA Section 402) in accordance with the provisions of this Section 15.6. Before each annual or special meeting of shareholders of the Sponsoring Company (or such other company which issued such securities, if applicable) there shall be sent to each such Member a copy of the proxy solicitation material sent generally to shareholders for such meeting, together with a form to be returned to the Trustee, requesting instructions from the Member, acting in his capacity as a named fiduciary, to the Trustee on how to separately vote (I) the stock allocable to that part of such Member's Account, Tax Deferred Account and/or Restricted Company Match Account in Fund A , and on how to separately vote (II) a proportionate share (based on the stock allocable to that part of such Member's Account, Tax Deferred Account and/or Restricted Company Match

Account in Fund A) of the Non-Directed Securities (defined below). For purposes of this Section 15.6, Non-Directed Securities shall mean that common stock allocated to Fund A for which instructions are not timely received by the Trustee. Upon receipt of such instructions, the Trustee shall vote such shares as instructed. In lieu of voting fractional shares as instructed by Members, the Trustee may vote the combined fractional shares of such securities to the extent possible to reflect the directions of Members with allocated fractional shares. The number of votes to which a Member's direction under clause (II), above, applies shall be the number of votes equal to the total number of votes attributable to the sum of the votes related to the common stock referred to in said clause (II) multiplied by a fraction, the numerator of which is the number of shares of common stock allocable to that part of such Member's Account, Tax Deferred Account and/or Restricted Company Match Account in Fund A and the denominator of which is the total number of shares of common stock allocable to that part of all such Members' Accounts, Tax Deferred Accounts and/or Restricted Company Match Accounts in Fund A who have timely provided instructions to the Trustee with respect to the common stock referred to in said clause (II). For purposes of this Section 15.6, fractional shares shall be rounded to the nearest 1/1,000th of a share. Except to the extent required by law, the instructions received by the Trustee from a Member under this Section 15.6 shall be held in confidence by the Trustee and any contractor retained by the Trustee to assist in tabulation of votes and shall not be divulged or released to the Sponsoring Company, to any officer of the Sponsoring Company, to any employee of the Sponsoring Company or to any other person, except in the aggregate.