UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2003

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 1-12981

AMETEK, Inc.

(Exact name of registrant as specified in its charter)

DELAWARE	14-1682544
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

37 North Valley Road, Building 4, P.O. Box 1764, Paoli, Pennsylvania 19301-0801

(Address of principal executive offices)
(Zip Code)

Registrant's telephone number, including area code 610-647-2121

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the Registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes [X] No [ ]

The number of shares of the issuer's common stock outstanding as of the latest practicable date was: Common Stock, $0.01 Par Value, outstanding at April 30, 2003 was 32,922,278 shares.

AMETEK, INC.
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AMETEK, Inc.
CONSOLIDATED STATEMENT OF INCOME (Unaudited)
(In thousands, except per share amounts)

	Three months ended March 31,	
	2003	2002
Net sales	$ 267,531	$ 263,558
Expenses:		
Cost of sales, excluding depreciation	195,064	191,786
Selling, general and administrative	27,315	27,775
Depreciation	8,475	7,563
Total expenses	230,854	227,124
Operating income	36,677	36,434
Other income (expenses):		
Interest expense	(6,632)	(6,894)
Other, net	(887)	(196)
Income before income taxes	29,158	29,344
Provision for income taxes	9,440	9,679
Net Income	$ 19,718	$ 19,665
Basic earnings per share	$ 0.60	$ 0.60
Diluted earnings per share	$ 0.59	$ 0.59
Average common shares outstanding:		
Basic shares	32,982	32,799
Diluted shares	33,646	33,506
Dividends paid per share	$ 0.06	$ 0.06

See accompanying notes.

AMETEK, Inc.
CONSOLIDATED BALANCE SHEET
(In thousands)

	March 31, 2003 (unaudited)	December 31, 2002
ASSETS		
Current assets:		
Cash and cash equivalents	$ 21,270	$ 13,483
Marketable securities	7,325	8,320
Receivables, less allowance for possible losses	197,573	175,230
Inventories	142,285	129,451
Deferred income taxes	10,171	10,005
Other current assets	16,758	14,080
Total current assets	395,382	350,569
Property, plant and equipment, at cost	602,438	587,331
Less accumulated depreciation	(393,320)	(383,002)
	209,118	204,329
Goodwill, net of accumulated amortization	484,653	391,947
Investments and other assets	89,454	83,161
Total assets	$ 1,178,607	$ 1,030,006
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings and current portion of long-term debt	$ 137,361	$ 110,422
Accounts payable	90,183	81,108
Accruals	84,991	69,890
Total current liabilities	312,535	261,420
Long-term debt	358,288	279,636
Deferred income taxes	46,348	41,233
Other long-term liabilities	28,020	27,536
Stockholders' equity :		
Common stock	339	339
Capital in excess of par value	14,971	14,045
Retained earnings	482,484	464,731
Accumulated other comprehensive losses	(34,442)	(34,719)
Treasury stock	(29,936)	(24,215)
	433,416	420,181
Total liabilities and stockholders' equity	$ 1,178,607	$ 1,030,006

See accompanying notes.

AMETEK, Inc.
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)
(In thousands)

	Three months ended March 31,	
	2003	2002
Cash provided by (used for):		
Operating activities:		
Net income	$ 19,718	$ 19,665
Adjustments to reconcile net income to total operating activities:		
Depreciation and amortization	8,586	7,932
Deferred income taxes	5,707	1,735
Net change in assets and liabilities	(6,151)	(18,443)
Other	(1,911)	(1,934)
Total operating activities	25,949	8,955
Investing activities:		
Additions to property, plant and equipment	(3,491)	(4,052)
Purchase of businesses	(114,259)	-
Other	995	(1,224)
Total investing activities	(116,755)	(5,276)
Financing activities:		
Net change in short-term borrowings	26,909	(7,492)
Additional long-term borrowings	78,682	207
Repurchases of common stock	(5,848)	-
Cash dividends paid	(1,966)	(1,967)
Proceeds from stock options	816	3,794
Total financing activities	98,593	(5,458)
Increase (decrease) in cash and cash equivalents	7,787	(1,779)
Cash and cash equivalents:		
As of January 1	13,483	14,139
As of March 31	$ 21,270	$ 12,360

See accompanying notes.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2003
(Unaudited)

Note 1 - Financial Statement Presentation

The accompanying consolidated financial statements are unaudited. The Company believes that all adjustments (which consist of normal recurring accruals) necessary for a fair presentation of the consolidated financial position of the Company at March 31, 2003, and the consolidated results of its operations and cash flows for the three-month periods ended March 31, 2003 and 2002 have been included. Quarterly results of operations are not necessarily indicative of results for the full year. Quarterly financial statements should be read in conjunction with the financial statements and related notes presented in the Company's annual report on Form 10-K for the year ended December 31, 2002 as filed with the Securities and Exchange Commission.

Note 2 - Recent Accounting Pronouncements

Effective January 1, 2003, the Company adopted Statement of Financial Accounting Standards ("SFAS") No. 143, "Accounting for Asset Retirement Obligations." SFAS No. 143 addresses financial accounting and reporting for legal obligations associated with the retirement of tangible long-lived assets that result from the acquisition, construction, development and normal operation of a long-lived asset. SFAS No. 143 requires that the fair value of a liability for an asset retirement obligation be recognized in the period in which it is incurred, if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as a part of the carrying amount of the long-lived asset and subsequently allocated to expense over the asset's useful life. The adoption of SFAS No. 143 had no effect on the Company's consolidated results of operations, financial position, or cash flows.

Effective January 1, 2003, the Company adopted SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities". SFAS No. 146 replaces EITF Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." Among other things, SFAS No. 146 requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred instead of at the date of an entity's commitment to an exit plan, as under EITF Issue No. 94-3. The adoption of SFAS No. 146 had no effect on the Company's consolidated results of operations, financial position, or cash flows in the quarter.

In November 2002, the Financial Accounting Standards Board ("FASB") issued Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others," ("FIN No. 45"). FIN No. 45 requires that upon issuance of a guarantee, the entity must recognize a liability for the fair value of the obligation it assumes under that guarantee. This interpretation is intended to improve the comparability of financial reporting, by requiring identical accounting for guarantees issued with separately identified consideration and guarantees issued without separately identified consideration. The disclosure required by FIN No. 45, are included in Note 10, "Guarantees." The Company adopted the recognition and measurement provisions of

FIN No. 45 effective January 1, 2003 for guarantees issued or modified after December 31, 2002. The Company does not provide significant guarantees on a routine basis. As a result, the adoption of FIN No. 45 did not have an impact on the Company's financial statements.

Note 3 - Earnings Per Share

The calculation of basic earnings per share for the three-month periods ended March 31, 2003 and 2002 are based on the average number of common shares considered outstanding during the periods. Diluted earnings per share for such periods reflect the effect of all potentially dilutive securities (primarily outstanding common stock options). The following table presents the number of shares used in the calculation of basic earnings per share and diluted earnings per share for the periods:

	Weighted average shares (In thousands)	
	Three months ended March 31,	
	2003	2002
Basic shares	32,982	32,799
Stock option and award plans	664	707
Diluted shares	33,646	33,506

Note 4 - Acquisitions

On January 13, 2003, the Company acquired Airtechnology Holdings Limited (Airtechnology) from Candover Partners Limited, for approximately 50.0 million British pounds sterling, or $79.8 million in cash, subject to adjustment. Airtechnology is a supplier of motors, fans and environmental control systems for the aerospace and defense markets. Airtechnology generated sales of approximately 29.0 million British pounds sterling, or $46.0 million in 2002. Airtechnology is a part of the Company's Electromechanical Group.

On February 28, 2003, the Company acquired Solidstate Controls, Inc. (SCI) from the Marmon Industrial Companies LLC for approximately $34.5 million in cash, subject to adjustment. SCI is a leading supplier of uninterruptible power supply systems for the process and power generation industries. SCI generated sales of approximately $45.0 million in 2002. SCI is a part of the Company's Electronic Instruments Group.

The operating results of the above acquisitions are included in the Company's consolidated results from their respective dates of acquisition.

The acquisitions have been accounted for using the purchase method in accordance with SFAS No. 141, "Business Combinations." Accordingly, the total purchase price has been preliminarily allocated to the assets acquired and liabilities assumed based on their estimated fair values at acquisition, as follows:

	In millions
Net working capital	$ 8.4
Property, plant and equipment	8.6
Goodwill	92.1
Other assets	5.2
Total net assets	$ 114.3

The amount allocated to goodwill is reflective of the benefit the Company expects to realize from expanding its presence in high-end technical motors through Airtechnology and the process and power generation industries through SCI.

Of the $5.2 million in other assets, $5.0 million was assigned to intangibles, other than goodwill, with estimated remaining lives of periods up to 10 years.

The Company is in the process of obtaining third party valuations of certain tangible and intangible assets acquired with the new businesses. Therefore, the allocation of purchase price to these acquisitions is subject to revision.

Had the acquisitions been made at the beginning of 2002, pro forma net sales for the first quarter of 2002 would have been $283.3 million. Pro forma net income and diluted earnings per share for the first quarter of 2002 would not have been materially different than the amounts reported.

Note 5 - Goodwill

The balance of goodwill as of March 31, 2003 and December 31, 2002 was $484.7 million and $391.9 million, respectively. Goodwill by segment at the respective dates were (in millions):

	March 31, 2003	December 31, 2002
Electronic Instruments Group	$ 273.9	$ 244.1
Electromechanical Group	210.8	147.8
Total	$ 484.7	$ 391.9

The increase in goodwill relates primarily to the two acquisitions previously discussed, and the translation effect of changes in foreign currency exchange rates during the period.

AMETEK, Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2003
(Unaudited)

Note 6 - Inventories

The estimated components of inventory stated at lower of LIFO cost or market are:

	(In thousands)	
	March 31, 2003	December 31, 2002
Finished goods and parts	$ 31,778	$ 26,819
Work in process	36,185	33,054
Raw materials and purchased parts	74,322	69,578
	$ 142,285	$ 129,451

Inventory increased $12.8 million from December 31, 2002 to March 31, 2003. Inventory acquired with the two new businesses, previously discussed, was the primary reason for the increase.

Note 7 - Comprehensive Income

Comprehensive income includes all changes in stockholders' equity during a period except those resulting from investments by and distributions to stockholders. The following table presents comprehensive income for the three-month periods ended March 31, 2003 and 2002:

	(In thousands)	
	Three months ended March 31,	
	2003	2002
Net income	$ 19,718	$ 19,665
Foreign currency translation adjustment	263	(1,833)
Unrealized gain on marketable securities	14	68
Total comprehensive income	$ 19,995	$ 17,900

Note 8 - Segment Disclosure

The Company has two reportable business segments, the Electronic Instruments Group and the Electromechanical Group. The Company organizes its businesses primarily on the basis of product type, production processes, distribution methods, and management organizations.

At March 31, 2003, there were no significant changes in identifiable assets of reportable segments from the amounts disclosed at December 31, 2002, nor were there any changes in the basis of segmentation, or in the measurement of segment operating results. Operating information relating to the Company's reportable segments for the three month period ended March 31, 2003 and 2002 can be found in the table on page 12 in the Management's Discussion & Analysis section of this Report.

Note 9 - Pro Forma Stock-Based Compensation

The Company applies Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," in accounting for its stock option plans, which recognizes expense based on the intrinsic value at the date of grant. Since stock options have been issued with the exercise price per share equal to the fair market value per share at the date of grant, no compensation expense has resulted. Had the

Company accounted for stock options in accordance with the fair value method prescribed by SFAS No. 123 "Accounting for Stock-Based Compensation," the Company would have reported the following results for the quarter ended March 31, 2003 and 2002:

	(In thousands, except per share data) Three months ended March 31,	
	2003	2002
Net income, as reported	$ 19,718	$ 19,665
Deduct total stock-based compensation expense, determined under the fair value method of SFAS 123, net of tax	(736)	(643)
Pro forma net income	$ 18,982	$ 19,022
Net income per share		
Basic:		
As reported	$ 0.60	$ 0.60
Pro forma	$ 0.58	$ 0.58
Diluted:		
As reported	$ 0.59	$ 0.59
Pro forma	$ 0.57	$ 0.57

Note 10 - Guarantees

The Company does not provide significant guarantees on a routine basis. The Company primarily issues guarantees, stand-by letters of credit and surety bonds in the ordinary course of its business to provide financial or performance assurance to third parties on behalf of its consolidated subsidiaries to support or enhance the subsidiary's stand-alone creditworthiness. The amounts subject to certain of these agreements vary depending on the covered contracts actually outstanding at any particularly point in time. The maximum amount of future payment obligation relative to these various guarantees was approximately $32 million, and the outstanding liabilities under those guarantees was approximately $22 million, which is recorded in the accompanying balance sheet at March 31, 2003. These guarantees expire in 2003 through 2006.

Indemnifications

In conjunction with certain acquisition and divestiture transactions, the Company may agree to make payments to compensate or indemnify other parties for possible future unfavorable financial consequences resulting from specified events (e.g., retention of previously existing environmental, tax or employee liabilities) whose terms range in duration and often are not explicitly defined. Where appropriate, the obligation for such indemnifications is recorded as a liability. Because the amount of these types of indemnifications generally are not specifically stated, the overall maximum amount of the

obligation under such indemnifications cannot be reasonably estimated. Further the Company indemnifies its directors and officers who are or were serving at the Company's request in such capacities. Historically, the costs incurred to settle claims related to these indemnifications have not been material to the Company. The Company believes that future payments, if any, under all existing indemnification agreements would not have a material impact on its results of operations, financial position, or cash flows.

Product Warranties

The Company provides limited warranties in connection with the sale of its products. The original warranty period for products sold varies widely among the Company's operations, but for the most part does not exceed one year. The Company calculates its warranty expense provision based on past warranty experience and adjustments are made periodically to reflect actual warranty expenses.

The change in the carrying amount of the Company's accrued product warranty obligation from December 31, 2002 to March 31, 2003 was as follows (in thousands):

Balance as of December 31, 2002	$ 6,432
Accruals for warranties issued during the period	1,294
Settlements made during the period	(1,236)
Changes in liability for pre-existing warranties, including expirations during the period	(389)
Warranty accruals acquired with 2003 acquisitions	1,227
Balance as of March 31, 2003	$ 7,328

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

The following table sets forth reportable segment operating results, consolidated operating income, and income before income taxes:

	Three months ended March 31,	
	2003	2002
	(Dollars in thousands)	
Net sales		
Electronic Instruments	$ 133,601	$ 136,801
Electromechanical	133,930	126,757
Consolidated net sales	$ 267,531	$ 263,558
Operating income and income before income taxes		
Electronic Instruments	$ 19,982	$ 20,959
Electromechanical	21,801	20,573
Total segment operating income	41,783	41,532
Corporate and other	(5,106)	(5,098)
Consolidated operating income	36,677	36,434
Interest and other expenses, net	(7,519)	(7,090)
Consolidated income before income taxes	$ 29,158	$ 29,344

Operations for the first quarter of 2003 compared with the first quarter of 2002

Net sales for the first quarter of 2003 were $267.5 million, an increase of $4.0 million or 1.5%, compared with sales of $263.6 million in the first quarter of 2002. Net sales for the Electronic Instruments Group (EIG) decreased $3.2 million or 2.3% in the first quarter of 2003, primarily due to weak market conditions in the aerospace and power markets, partially offset by the February 2003 acquisition of Solidstate Controls (SCI), and strength in the Group's high-end analytical instrumentation businesses. Net sales for the Electromechanical Group (EMG) were up $7.2 million or 5.7% in the first quarter of 2003. The January 2003 acquisition of Airtechnology accounted for the improved performance, which was partially offset by continued adverse market conditions in the domestic floor care markets. Without these acquisitions, consolidated sales for the first quarter of 2003 would have been 3.2% lower than the first quarter of 2002. International sales were $107.1 million in the first quarter of 2003, or 40% of consolidated sales.

New orders for the first quarter of 2003, were $327.4 million, up $63.8 million or 24.2% when compared with the same quarter in 2002. The Company's backlog of unfilled orders at March 31, 2003 was $300.8 million, an increase of $59.9 million from December 31, 2002. The increase in orders and backlog were primarily the result of the two recent acquisitions previously mentioned.

RESULTS OF OPERATIONS (CONTINUED)

Segment operating income for the first quarter 2003 was $41.8 million, essentially unchanged from $41.5 million in the first quarter 2002. Segment operating income as a percentage of sales was 15.6% of sales in the current quarter compared with 15.8% of sales in the first quarter of 2002. Pension costs, general business insurance and medical expenses were approximately $2 million higher in the first quarter of 2003 when compared with the first quarter of 2002. A higher level of these costs is expected to continue throughout 2003. Partially offsetting the higher expenses was the positive effect of the Company's operational excellence initiatives, including continued movement of manufacturing to low-cost locales and cost reduction programs, as well as the profit contribution from the two acquisitions.

Selling, general and administrative expenses were $27.3 million in the first quarter of 2003, a decrease of $0.5 million or 1.7% when compared with the first quarter of 2002. Selling expenses as a percentage of sales decreased to 8.3% of sales in the first quarter of 2003 compared with 8.7% of sales in the first quarter of 2002. The selling expense of base businesses declined as a result of continued focus on cost reduction initiatives, which was partially offset by higher selling expense due to the Company's 2003 acquisitions.

Corporate and other expenses for the first quarter in 2003 were $5.1 million, essentially unchanged when compared with same period in 2002. Higher pension costs and business insurance expenses, mentioned previously, were offset by the Company's continued cost reduction initiatives. After deducting corporate expenses, consolidated operating income totaled $36.7 million, or 13.7% of sales, compared with $36.4 million, or 13.8% of sales for the first quarter of 2002, an increase of $0.2 million, or 0.7%.

Interest expense was $6.6 million in the first quarter 2003, compared with $6.9 million for the same quarter of 2002. The $0.3 million improvement in the first quarter of 2003 was due to lower interest rates partially offset by higher debt levels to fund the acquisitions in the first quarter of 2003, compared with the first quarter of 2002. Other expenses were $0.9 million in the first quarter of 2003, compared to $0.2 million for the same period in 2002, a $0.7 million increase. The increase in other expenses was primarily the result of a writedown in marketable securities owned by the Company's insurance subsidiary, which were deemed to be other-than-temporarily impaired.

The effective tax rate for the first quarter of 2003 was 32.4% compared with 33.0% in the first quarter of 2002. The lower rate reflects a lower effective tax rate from foreign operations and the continued implementation of favorable tax planning initiatives.

Net income for the first quarter 2003 totaled $19.7 million, essentially unchanged from the first quarter of 2002. Diluted earnings per share were $0.59 per share, equaling the earning per share results for the first quarter of 2002.

RESULTS OF OPERATIONS (CONTINUED)

Segment Results

Electronic Instruments Group ("EIG") sales were $133.6 million in the first quarter 2003, a decrease of $3.2 million or 2.3% from the same quarter of 2002. The sales decrease was due to weak market conditions in the aerospace and power markets, partially offset by the recent acquisition of SCI, strength in the Company's high-end analytical instrumentation businesses as well as a favorable foreign currency translation impact. Without the SCI acquisition, EIG's sales for the first quarter of 2003 would have been 5.2% lower than the first quarter of 2002.

EIG's operating income for the first quarter of 2003 decreased by $1.0 million or 4.7% to $20.0 million when compared with the same quarter of 2002. The decline in operating income was due to lower sales as well as increased pension costs and insurance expense, which increased approximately $1.4 million, partially offset by the profit contributions from the SCI acquisition and cost reduction initiatives. Operating margins were 15.0% of sales in the first quarter of 2003 compared with operating margins of 15.3% of sales in the first quarter of 2002.

Electromechanical Group (EMG) sales totaled $133.9 million in the first quarter of 2003, an increase of $7.2 million or 5.7% from the same quarter of 2002. The sales increase was primarily due to the recent acquisition of Airtechnology as well as favorable foreign currency translation impacts, partially offset by the weak conditions in the domestic floor care markets. Without the Airtechnology acquisition, EMG's sales for the first quarter of 2003 would have been 1.0% lower than the first quarter of 2002.

Operating income of EMG was $21.8 million for the first quarter 2003, an increase of $1.2 million or 6.0% from the first quarter of 2002. The profit increase was mainly due to the Airtechnology acquisition, the effect of cost reduction initiatives and the continued movement of manufacturing to low-cost locales. Negatively impacting operating income, to a lesser degree than EIG, were increased pension costs and insurance expense. Operating margins were 16.3% of sales in the first quarter of 2003, compared with operating margins of 16.2% of sales in the first quarter of 2002.

FINANCIAL CONDITION

Liquidity and Capital Resources

Cash provided by operating activities totaled $25.9 million for the first quarter of 2003, compared to cash provided of $9.0 million in the first quarter 2002. The $16.9 million increase in operating cash flow was primarily the result of a continued emphasis on working capital management and lower required tax payments in the first quarter of 2003. The Company's after-tax cash expenditures in the first quarter of 2003, relating to a prior period accrual for cost reduction initiatives, were $0.4 million. The remaining $2.5 million in after-tax cash expenditures related to these actions is expected to be expended for the intended programs by the first half of 2004.

FINANCIAL CONDITION (CONTINUED)

Cash used for investing activities totaled $116.8 million in the first quarter 2003, compared with $5.3 million used in the same quarter of 2002. In the first quarter of 2003, the Company acquired Airtechnology Holdings Limited (Airtechnology) and Solidstate Controls, Inc. (SCI) for $114.3 million in cash. Additions to property, plant and equipment in the first quarter 2003 totaled $3.5 million, compared with $4.1 million in the same quarter of 2002.

Cash provided by financing activities in the first quarter of 2003 totaled $98.6 million, compared with cash used by financing activities of $5.5 million in the same quarter of 2002. The first quarter of 2003 source of cash was primarily from borrowings under the Company's revolving credit agreement to finance the two acquisitions mentioned above. Also, in the first quarter of 2003, the Company repurchased 190,000 shares of the Company's common stock at a cost of $5.8 million.

On March 12, 2003, the Company's Board of Directors authorized a new $50 million share repurchase program, adding to the $2.5 million remaining balance from the 1998 program. Under the 1998 program, $47.5 million was used for share repurchases. As of March 31, 2003, $52.5 million was approved for future share repurchases.

As a result of the activities discussed above, the Company's cash and cash equivalents at March 31, 2003 totaled $21.3 million, compared with $13.5 million at December 31, 2002. The Company believes it has sufficient cash-generating capabilities and available credit facilities to enable it to meet its needs in the foreseeable future.

FORWARD-LOOKING INFORMATION

Information contained in this discussion, other than historical information, are considered "forward-looking statements" and may be subject to change based on various important factors and uncertainties. Some, but not all, of the factors and uncertainties that may cause actual results to differ significantly from those expected in any forward-looking statement are disclosed in the Company's 2002 Form 10-K as filed with the Securities and Exchange Commission.

ITEM 4. CONTROLS AND PROCEDURES

(a) During the 90 days prior to the date of filing this quarterly report, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chairman and Chief Executive Officer, and Executive Vice President - Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Rules 13a-15 of the Securities Exchange Act of 1934 (as amended) (the "Exchange Act"). Based upon that evaluation, the Company's Chairman and Chief Executive Officer, and Executive Vice President - Chief Financial Officer, have concluded that the Company's disclosure controls and procedures were effective in timely alerting them to material information required to be included in the Company's filings under the Exchange Act.

(b) There have been no significant changes in the Company's internal controls or in other factors that could significantly affect these controls subsequent to the date of their evaluation. There were no significant deficiencies or material weaknesses identified in the evaluation and, therefore, no corrective actions were taken.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

a) Exhibits:

Exhibit Number	Description
10.1	Restatement of the AMETEK, Inc. 401(k) Plan for Acquired Businesses effective January 1, 2002.
10.2	Restatement of the Employees' Retirement Plan of AMETEK, Inc., effective Jan. 1, 2002.
99.1	Certification of Chief Executive Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.2	Certification of Chief Financial Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

b) Reports on Form 8-K: During the quarter ended March 31, 2003, the Company filed a Current Report on Form 8-K dated January 31, 2003, under Item 5. Other Events, to report the issuance of the Company's 2002 full-year and fourth quarter sales and earnings press release. On March 10, 2003, the Company filed a Current Report on Form 8-K, under Item 5., to announce the acquisition of Solidstate Controls, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

AMETEK, Inc.

(Registrant)

By /s/ Robert R. Mandos, Jr.

Robert R. Mandos, Jr.
Vice President & Comptroller
(Principal Accounting Officer)

May 9, 2003

CERTIFICATIONS

I, Frank S. Hermance, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AMETEK, Inc. (the "registrant");

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

   a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: May 9, 2003

/s/ Frank S. Hermance

Frank S. Hermance
Chairman and Chief Executive Officer

CERTIFICATIONS

I, John J. Molinelli, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AMETEK, Inc. (the "registrant");

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

   a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: May 9, 2002

/s/ John J. Molinelli

John J. Molinelli
Executive Vice President and
Chief Financial Officer

EXHIBIT 10.1

AMETEK 401(K) PLAN FOR ACQUIRED BUSINESSES

AMETEK, Inc. adopted the AMETEK 401(k) Plan for Acquired Businesses (the "Plan") effective as of May 1, 1999, for the benefit of its eligible employees. The Plan was subsequently amended and restated, in its entirety, effective January 1, 2001. The document set forth as stated herein is an amendment and restatement of the Plan, generally effective as of January 1, 2002, except as otherwise required by law or provided herein. The Plan has been amended and restated in order to add Catch-up Contributions, to incorporate all prior amendments and to bring the Plan into compliance with the requirements of applicable law as in effect on the Effective Date of this amendment and restatement.

The provisions of the Plan as set forth in this amendment and restatement supersede prior Plan provisions for all persons in the employment of the Employer or any Affiliate at any time on or after the Effective Date of this amendment and restatement and of all persons claiming through, under or against such persons. The provisions of the Plan as in effect immediately prior to the Effective Date of this amendment and restatement shall govern Participants who ceased to be employed, by retirement or otherwise, prior to the Effective Date of this amendment and restatement and of all persons claiming through, under or against such Participants. The preceding sentence shall not apply to the extent that applying the provisions of the Plan as in effect immediately prior to the Effective Date of this amendment and restatement to such Participants would violate the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any other applicable law, would result in disqualification of this Plan, or would require inconsistent administrative practices, in which case the provisions of this Plan shall apply.

The provisions of the Plan are subject to a determination by the Internal Revenue Service that the Plan is "qualified" under Section 401(a) of the Internal Revenue Code of 1986, as amended. It is further intended that the Plan also conform to the requirements of Title I of ERISA

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ARTICLE I

DEFINITIONS AND CONSTRUCTION

The following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise:

1.1 "Accounts" shall mean the Catch-up Contribution Account, the Deferral Account, the Employer Matching Contribution Account and the Rollover Contribution Account, or as many Accounts as are applicable, maintained on behalf of a Participant in accordance with this Plan.

1.2 "Adjustment Factor" shall mean the cost-of-living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code and as applied to such items and in such manner as the Secretary shall provide.

1.3 "Affiliate" shall mean any corporation that is, along with the Company, a member of a controlled group of corporations (as defined in Section 414(b) of the Code) or any other trade or business (whether or not incorporated) that, along with the Company, is under common control (as defined in Section 414(c) of the Code) or any other trade or business that is a member of an "affiliated service group" (as such term is defined in Section 414(m) of the Code or in regulations under Section 414(o) of the Code) of which the Company is also a member.

1.4 "Alternate Payee" shall mean an "alternate payee" as defined in Section 414(p) of the Code.

1.5 "Average Contribution Percentage" shall mean the average of the Contribution Percentages of a group of Participants.

1.6 "Average Deferral Percentage" shall mean the average of the Deferral Percentages of a group of Participants.

1.7 "Beneficiary" shall mean the person or persons designated by a Participant or Former Participant in accordance with Section 6.3, as the person or persons entitled to receive upon the death of such Participant or Former Participant, any benefit under the provisions of this Plan.

1.8 "Board of Directors" shall mean the Board of Directors of the Company.

1.9 "Catch-up Contribution" shall mean the amount by which a Participant has reduced his Compensation pursuant to a Deferral Election described in Section 4.1(c).

1.10 "Catch-up Contribution Account" shall mean a separate Account maintained for each Participant who has elected to make a Deferral Election under Section 4.1(c), consisting of the amount contributed pursuant to such Deferral Election plus any earnings of the Trust and realized and unrealized gains and losses allocable to such Account, but less any amounts previously distributed to the Participant, Former Participant or Beneficiary for whom the Account is maintained.

1.11 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.12 "Committee" shall mean the Administrative Committee appointed and serving pursuant to Article VIII.

1.13 "Common Stock Fund" shall have the meaning set forth in Section 9.5.

1.14 "Company" shall mean AMETEK, Inc., a Delaware corporation.

1.15 "Compensation" shall mean "compensation" as such term is defined in Treas. Reg. Section 1.415-2(d)(11)(i), excluding reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, welfare benefits, sign-on bonuses, imputed income with respect to split dollar life insurance, severance benefits (paid in any form), and amounts described in Treas. Reg. Section 1.415-2(d)(3) but including amounts contributed to the Plan on behalf of a Participant pursuant to the Participant's Deferral Election under Section 4.1 hereof, amounts otherwise excludible from an Employee's gross income under Section 125 of the Code and, effective for Plan Years beginning on or after January 1, 2001, Section 132(f)(4) of the Code. Notwithstanding the foregoing, effective January 1, 1998, any amounts deducted from an Employee's earnings on a pre-tax basis for group health care coverage because the Employee is unable to certify that he or she has other health care coverage, shall be treated as an amount contributed by the Employer pursuant to a salary reduction agreement under Section 125 of the Code purposes of determining the Employee's Compensation, so long as the Employer does not otherwise request or collect information regarding the Employee's other health coverage as part of the enrollment process for the Employer's health care plan.

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual Compensation of each Employee taken into account under the Plan shall not exceed the dollar limit applicable under Section 401(a)(17) of the Code (effective January 1, 2002, $200,000), adjusted 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 twelve (12) months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the 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 twelve (12).

Any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the annual compensation limit set forth in this provision.

1.16 "Contribution Percentage" shall mean the ratio of the Employer Matching Contributions made on behalf of a Participant for a Plan Year to the Participant's Compensation for such Plan Year.

1.17 "Deferral" shall mean the amount by which a Participant has reduced his Compensation pursuant to a Deferral Election described in Section 4.1(b).

1.18 "Deferral Account" shall mean a separate Account maintained for each Participant who has elected to make a Deferral Election under Section 4.1(b), consisting of the amount contributed pursuant to such Deferral Election plus any earnings of the Trust and realized and unrealized gains and losses allocable to such Account, but less any amounts previously distributed to the Participant, Former Participant or Beneficiary for whom the Account is maintained.

1.19 "Deferral Election" shall mean an election that a Participant has made to contribute to the Plan pursuant to Section 4.1(b) and/or Section 4.1(c).

1.20 "Deferral Percentage" shall mean the ratio of a Participant's Deferrals for the Plan Year to the Participant's Compensation for such Plan Year.

1.21 "Disability" shall mean a disability that entitles the Participant to disability benefits from Social Security; provided, however, that the Participant's disability occurs while he is employed by the Company or an Affiliate.

1.22 "Effective Date" shall mean January 1, 2002. The original Effective Date of the Plan was May 1, 1999.

1.23 "Employee" shall mean any person classified as a regular Employee who is employed by the Employer at a division of the Company designated for inclusion by the Board of Directors as set forth in Schedule I, and who is on the payroll of the Employer and whose wages from the Employer are subject to withholding for United States Federal income tax purposes; provided, however, that Employee shall not include any person who is hired as a Temporary Employee or Intern.

Notwithstanding the foregoing, the term "Employee" shall not include any person who is classified as an independent contractor or otherwise as a person who is not treated as an employee for purposes of withholding federal employment taxes, regardless of any contrary governmental or judicial determination relating to such employment status or tax withholding obligation. If a person described in the preceding sentence is subsequently reclassified as, or determined to be, an employee by the Internal Revenue Service, any other governmental agency or authority, or a court, or if an Employer or Affiliated Company is required to reclassify such an individual as an employee as a result of such reclassification or determination (including any reclassification by an Employer or Affiliated Company in settlement of any claim or action relating to such individual's employment status), such person, for purposes of this Plan, shall be deemed an Employee from the later of the actual or the effective date of such reclassification; provided, however that any person who is an Employee solely by reason of this paragraph shall not be eligible to participate in the Plan unless he otherwise meets the requirements of the first paragraph of this definition.

1.24 "Employer" shall mean the Company and any Affiliate of the Company that adopts this Plan pursuant to Section 10.4 hereof.

1.25 "Employer Matching Contribution Account" shall mean a separate Account maintained for each Participant, consisting of the Participant's share of Employer Matching Contributions, plus any earnings of the Trust and any realized or unrealized gains and losses allocable to such Account, but less any amounts previously distributed to the Participant, Former Participant or Beneficiary for whom the Account is maintained.

1.26 "Employer Matching Contribution" shall mean a profit-sharing contribution made to a Participant's Employer Matching Contribution Account pursuant to Section 4.2(b).

1.27 "Employment Commencement Date" shall mean the date (whether before or after the Effective Date) on which the Employee first performs an Hour of Service as an Employee, except as otherwise provided in Section 3.5 with respect to a One Year Period of Severance.

1.28 "Entry Date" shall mean the first day of January, April, July and October of any Plan Year.

1.29 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.30 "Former Participant" shall mean a person who has ceased to be a Participant but who is entitled to immediate or deferred benefits under this Plan.

1.31 "Highly Compensated Employee" shall mean an Employee of the Company or an Affiliate who performs an Hour of Service and who:

(a) was at any time a Five Percent Owner (within the meaning of Section 11.1(c)) during the Plan Year or the Look-Back Year; or

(b) for the Look-Back Year received Total Compensation in excess of $90,000 multiplied by the Adjustment Factor.

A former Employee shall be treated as a Highly Compensated Employee, if such Employee was a Highly Compensated Employee while an active Employee in either the Plan Year in which such Employee separated from service or in any Plan Year ending on or after his 55th birthday.

For purposes of this Section 1.31, the following definitions shall apply:

"Total Compensation" shall mean the Employee's "compensation" as defined in Subsection 5.5(d); and

"Look-Back Year" shall mean the twelve (12) month period immediately preceding the Plan Year.

1.32 "Hour of Service" shall have the meaning defined in Section 3.2.

1.33 "Intern" shall mean a student who is employed by the Company or Affiliate while attending school or during his or her breaks from school or any other individual who is classified as an "intern" in accordance with the Company's or Affiliate's regular employment practices and policies.

1.34 "Investment Funds" shall mean the funds comprising the Trust Fund.

1.35 "Leased Employee" shall mean any person who is not an employee of the recipient and who provides services to the recipient if (a) such services are provided pursuant to an agreement between the recipient and any other person (the "leasing organization"), (b) such person has performed such services for the recipient (or for the recipient and related persons) on a substantially full-time basis for a period of at least one year, and (c) such services are performed under the primary direction or control by the recipient; provided, however, that if such individuals constitute 20% or less of such non-highly compensated work force of the Company or any Affiliate then the term "Leased Employee" means only those individuals who are not covered by a plan that meets the following requirements:

(a) such plan is a money purchase pension plan with a nonintegrated employer contribution rate for each participant of at least 10% of compensation;

(b) such plan provides for full and immediate vesting; and

(c) each employee of the leasing organization (other than employees who perform substantially all of their services for the leasing organization) immediately participates in such plan.

1.36 "Limitation Year" shall mean the Plan Year.

1.37 "Mandatory Distribution Date" shall have the meaning set forth in Section 6.5(a).

1.38 "Normal Retirement Age" shall mean a Participant's or Former Participant's 65th birthday.

1.39 "One Year Period of Severance" shall have the meaning set forth in Section 3.5.

1.40 "Participant" shall mean an Employee who has met the requirements for participation in, and has signified his acceptance of, this Plan, pursuant to the provisions of Article II.

1.41 "Period of Service" shall mean a period of service performed for an Employer by an Employee commencing on the Employee's Employment Commencement Date and ending on his Severance From Service Date.

1.42 "Period of Severance" shall mean the period commencing on an Employee's Severance From Service Date and ending on the date he again performs an Hour of Service for the Employer as an Employee.

1.43 "Plan" shall mean the AMETEK 401 (k) Plan for Acquired Businesses, as it is embodied herein and as it may be amended from time to time.

1.44 "Plan Administrator" shall mean the person, group of persons, firm or corporation serving as plan administrator pursuant to Section 8.11.

1.45 "Plan Year" shall mean the twelve (12) consecutive month period commencing January 1st and ending the following December 31st.

1.46 "Qualified Domestic Relations Order" shall mean a judgment, decree or order (including approval of a property settlement agreement) made pursuant to a state domestic relations law (including a community property law) that:

(a) relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of a Participant (the "Alternate Payee");

(b) creates or recognizes the existence of the Alternate Payee's right to, or assigns to the Alternate Payee the right to receive all or a portion of the benefits payable to a Participant under this Plan;

(c) specifies (i) the name and last known mailing address (if any) of the Participant and each Alternate Payee covered by the order, (ii) the amount or percentage of the Participant's Plan benefits to be paid to the Alternate Payee, or the manner in which such

amount or percentage is to be determined, and (iii) the number of payments or the period to which the order applies and each plan to which the order relates; and

(d) does not require the Plan to (i) provide any type or form of benefit, or any option not otherwise provided under the Plan, (ii) provide increased benefits, or (iii) pay benefits to the Alternate Payee under a prior Qualified Domestic Relations Order. A Qualified Domestic Relations Order may provide that distribution commence on or after the date on which the Participant attains, or would have attained the earlier of (i) the date on which the Participant is entitled to a distribution under the Plan or (ii) the date on which the Participant attains age fifty (50), regardless of whether the Participant has incurred a Severance From Service Date. Notwithstanding the foregoing, a Qualified Domestic Relations Order may provide that distribution commence as soon as administratively practicable following its determination as a Qualified Domestic Relations Order regardless of whether the Participant has incurred a Severance From Service Date, if the Order directs (i) that the payment of the benefits be determined as if the Participant had retired on the date on which payment is to begin under such Order, taking into account only the balance standing to the Participant's credit in his Accounts on such date, and (ii) that the payment be made in a form in which such benefits may be paid under the Plan to the Participant other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his subsequent spouse.

1.47 "Qualified Military Service" shall mean any service in the uniformed services (as defined in chapter 43 of title 38, United States Code) where the Participant's right to reemployment is protected by law and shall apply to reemployments on or after December 12, 1994. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance Section 414(u) of the Code.

1.48 "Rollover Contribution" shall mean a contribution that meets the requirements of Section 4.5(b) as modified by Section 4.5(c).

1.49 "Rollover Contribution Account" shall mean a separate Account maintained for each Participant who has elected to make a Rollover Contribution pursuant to Section 4.5, consisting of the Rollover Contribution plus any earnings of the Trust and realized or unrealized gains or losses allocable to such Account, but less any amounts previously distributed to the Participant, Former Participant or Beneficiary for whom the Account is maintained.

1.50 "Severance From Service Date" shall have the meaning set forth in Section 3.3.

1.51 "Temporary Employee" shall mean an individual who is hired by the Company or Affiliate (rather than an agency) for a specific position for a designated length of time that is normally not more than 24 consecutive months in duration and who is committed to leave the employment of the Company or Affiliate at the conclusion of such period.

1.52 "Trust" shall mean the AMETEK 401(k) Plan for Acquired Businesses Trust, as amended from time to time.

1.53 "Trust Fund" shall mean the assets held by the Trustee for the benefit of the Participants, Former Participants and their Beneficiaries, but not including any Plan assets theretofore set aside for distribution of benefits to or with regard to Participants, Former Participants or Beneficiaries.

1.54 "Trustee" shall mean the trustee or trustees appointed by the Company to hold the assets of the Plan, as provided in Section 9.1 and the Trust, and any successor trustee or trustees as the Company from time to time may designate.

1.55 "Valuation Date" shall mean the last business day of each month, and any other date as determined by the Committee, that is closer to the event requiring valuation of a Participant's Accounts under the Plan.

1.56 "Year of Service" shall have the meaning set forth in Section 3.1.

Except when otherwise indicated by the context, any masculine terminology used herein also includes the feminine and neuter, and vice versa, and the definition of any term herein in the singular shall also include the plural, and vice versa. The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or section. All references to Articles and Sections shall mean and refer to Articles and Sections contained in this Plan, unless otherwise indicated.

In determining time periods within which an event or action is to take place for purposes of the Plan, no fraction of a day shall be considered and any act, the performance of which would fall on a Saturday, Sunday, holiday or other non-business day, may be performed on the next following business day.

It is the intention of the Employer that the Plan be qualified under the provisions of Sections 401(a), 401(k), 401(m), 414(v) and 501(a) of the Code and under ERISA, and all provisions of this Plan shall be construed and interpreted in light of that intention.

The titles and headings of Articles and Sections are intended for convenience of reference only and are not to be considered in construction of the provisions hereof.

ARTICLE II

PARTICIPATION

2.1 Eligibility.

(a) Each Employee, who is employed at a business location whose employees have been designated by the Board of Directors as eligible to participate in this Plan (subject to Section 10.4 of the Plan), and who is not an ineligible employee as described in Section 2.2, shall become a Participant in the Plan as of the effective date of participation for such business location, provided that he is at least age eighteen (18) on that date, and provided further, that he was employed by the business immediately prior to the acquisition date. Participating business locations are set forth in Schedule I hereto.

(b) Each Employee, who becomes an employee at a business location whose employees have been designated by the Board of Directors as eligible to participate in this Plan (subject to Section 10.4 of the Plan) and who is not an ineligible employee as described in Section 2.2, shall become a Participant in the Plan as of the Entry Date that follows his date of hire by at least thirty-one (31) days, provided that he is at least age eighteen (18) on that date.

(c) Any Employee who is an ineligible employee as described in Section 2.2, but who becomes an eligible employee and meets the requirements of either of the previous paragraphs, shall become a Participant on the next Entry Date following his change in eligibility status that is at least thirty-one (31) days from his most recent date of hire.

(d) An Employee shall remain a Participant as long as he continues to meet the requirements of this Section 2.1.

2.2 Ineligible Employees. Notwithstanding Section 2.1, an Employee shall not be eligible to be a Participant in this Plan if (i) he is a Leased Employee, unless the participation of such Leased Employee in the Plan is required so that the Plan meets the applicable requirements of Section 414(n)(3) of the Code or (ii) he is an employee whose terms and conditions of employment are determined pursuant to the terms of a collective bargaining agreement; unless the collective bargaining agreement provides for the inclusion of such Employee in the Plan, in which case the Employee will be eligible to participate in the Plan, pursuant to Section 2.1, on the later of the date specified in the collective bargaining agreement or the next January 1st that is on or after the date he completes the eligibility requirements set forth in Section 2.1.

2.3 Participant Information. The Employer shall from time to time furnish the Committee, the Trustee and the Plan Administrator with relevant information with respect to Employees who are or become eligible for participation in the Plan, Participants, Former Participants and Beneficiaries, including without limitation, information as to their names, compensation, dates of birth, Employment Commencement Dates, Hours of Service, Periods of Service, retirements and deaths or other causes for a termination of employment. The Committee, the Trustee and the Plan Administrator may rely upon such information and shall be under no obligation to make inquiry with regard to the accuracy thereof.

2.4 Employee Acceptance. Each Employee who meets the requirements for participation in this Plan shall be so notified in writing by the Plan Administrator. An Employee

shall become a Participant if he signifies his acceptance of the Plan and the benefits hereof by filing with the Committee his written application for participation in the Plan on a form supplied by the Committee and by agreeing to make a Deferral Election pursuant to Section 4.1. If an Employee does not file his application when he is first eligible to make a Deferral Election, such Employee shall become a Participant as of the Entry Date following or coinciding with the receipt by the Committee of such application, provided he continues to meet the eligibility requirements on such Entry Date.

ARTICLE III

SERVICE

3.1 Year of Service. A Participant shall be credited with a Year of Service for each twelve (12) consecutive month Period of Service beginning with his Employment Commencement Date, and anniversaries thereof. For purposes of this Plan, any service performed by an Employee for the Company or any Affiliate shall be considered to be service performed by an Employee for an Employer.

3.2 Hours of Service. An Hour of Service shall mean an hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer, for the performance of duties. Hours of Service shall include each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer, and such hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made. Hours of Service shall also include each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer for reasons (such as vacation, sickness or temporary disability) other than for the performance of duties during the applicable computation period. Effective for reemployments on or after December 12, 1994, an Employee who is absent by reason of Qualified Military Service and who returns to employment within the time that his reemployment rights are protected by federal law shall be granted credit for each hour during any period of Qualified Military Service that would have constituted part of the Employee's customary work week if he had remained actively employed in the position he held immediately prior to the beginning of the period of Qualified Military Service.

3.3 Severance From Service Date. An Employee's Severance From Service Date shall mean the earlier of:

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

(b) the later of:

(i) the first anniversary of the first date of a period during which the Employee remains continuously absent from service with the Employer, either with or without pay, for any reason other than those set forth in Section 3.3(a) (including, but not limited to, periods of sick leave or temporary layoff); or

(ii) the second anniversary of the first date of a period of continuous absence from service with the Employer, for reason of (A) the pregnancy of the Employee, (B) the birth of the Employee's child, (C) the placement of a child with the Employee in connection with the adoption of such child by the Employee or (D) caring for such child for a period beginning immediately following such birth or placement.

(c) Notwithstanding anything contained in Section 3.3(b) to the contrary, if an Employee is continuously absent from service with the Employer for more than one year for a reason described in Section 3.3(b)(ii), the period between the first and second anniversaries of the Employee's first date of absence shall not be treated as a Year of Service for any purpose under this Plan.

3.4 Absence of Less Than Twelve Months. If a Participant's service as an Employee is severed pursuant to Section 3.3(a) but he resumes service as an Employee of the Employer within twelve (12) months of his Severance From Service Date the intervening Period of Severance shall be deemed to be a Period of Service.

3.5 Severance From Service.

(a) One Year Period of Severance. A One Year Period of Severance shall occur when an Employee or former Employee does not perform an Hour of Service as an Employee within the twelve (12) month period beginning on his Severance From Service Date.

(b) Participation After a One Year Period of Severance. A Participant who incurs a One-Year Period of Severance shall again become a Participant on his new Employment Commencement Date. For this purpose, the new Employment Commencement Date shall be the date following the Participant's reemployment on which he first performs an Hour of Service for the Employer.

ARTICLE IV

CONTRIBUTIONS

4.1 Deferral Election.

(a) Election. For each Plan Year, a Participant may make a Deferral Election under subsection (b), relating to Deferrals, and/or subsection (c), relating to Catch-up Contributions, pursuant to which the Participant shall direct the Employer to reduce the Participant's Compensation and to contribute to the Plan, on the Participant's behalf, the amount by which the Participant's Compensation has been so reduced.

(b) Amount of Deferral. A Participant may make a Deferral Election in an amount (in multiples of one percent (1%)) equal to (i) in the case of an employee who is not a Highly Compensated Employee, not less than one percent (1%) and not more than 14 percent (14%) (50 percent (50%), effective with respect to Compensation payable on or after the first pay date on or after July 1, 2002) of his Compensation for a payroll period or (ii) in the case of a Highly Compensated Employee, not less than one percent (1%) and not more than nine percent (9%) of his Compensation for a payroll period; provided that the Committee may amend the Plan in accordance with Section 10.1(b) to modify the maximum percentage of Compensation that may be deferred by Highly Compensated Employees under this Section 4.1(b) for any Plan Year. Such contribution shall be made by payroll deduction at the regular payroll period applicable to the Participant, or deducted from any special, non-recurring payment of Compensation made to the Participant.

(c) Amount of Catch-up Contribution. Effective with respect to Compensation payable on or after the first pay date on or after July 1, 2002, a Participant who has attained, or will attain, age 50 prior to the end of the Plan Year may make an additional Deferral Election (in multiples of one percent (1%)) equal to not less than one percent (1%) and not more than 50 percent (50%) of his Compensation, or in any dollar amount specified by the Participant, for any payroll period during the Plan Year; provided, however that (1) Catch-up Contributions shall not be treated as contributed pursuant to this subsection (c) unless the Participant is unable to contribute additional Deferrals for the Plan Year under subsection (b) due to limitations imposed by Sections 4.1(b), 4.2(a), 4.4(a) or 5.5 of the Plan or corresponding provisions of the Code and (2) the amount contributed pursuant to this subsection (c) for any Plan Year and, to the extent required by Treasury regulations, any other elective deferrals contributed on the Participant's behalf pursuant to section 414(v) of the Code for a Plan Year shall not exceed the lesser of (A) $1,000 (or such other amount as may be applicable under section 414(v) of the Code) or (B) the excess of the Participant's Compensation (as defined in Section 5.5(d)) for the Plan Year over the Deferrals contributed on the Participant's behalf under subsection (b) above for the Plan Year. Catch-up Contributions under this subsection (c) shall not be subject to the limitations described in Sections 4.2, 4.4, and 5.5. Such Catch-up Contribution shall be made by payroll deduction at the regular payroll period applicable to the Participant, or deducted from any special, non-recurring payment of Compensation made to the Participant.

(d) Committee's Approval. A Participant's Deferral Election shall be subject to the approval (or partial approval) of the Committee. The Committee's approval shall not be given:

(i) if the Participant's Deferrals for the Plan Year would exceed the dollar amount as may apply under Section 402(g) of the Code (effective January 1, 2002, $11,000), multiplied by the Adjustment Factor;

(ii) if the Deferral Election results in prohibited discrimination in favor of an Employee who is a Highly Compensated Employee;

(iii) if the Deferrals, taken together with the Employer Matching Contribution made on behalf of the Participant for the Limitation Year under this Plan and any other defined contribution plan of the Employer or an Affiliate, exceeds 25 percent (25%) (effective January 1, 2002, 100 percent (100%)) of the Participant's "compensation" (as defined in Section 5.5(d) hereof) for the Limitation Year; or

(iv) if the Committee otherwise determines that the election is in excess of the amounts permitted by the Code.

In making its determination, the Committee shall apply the provisions of this Section 4.1(d) and the applicable provisions of the Code and the regulations and rulings promulgated thereunder. If, as a result of subsequent events, a Deferral Election that has been previously approved by the Committee would later result in contributions in excess of the amount permitted under this Section 4.1(d), the Committee may revoke, in whole or in part, its prior approval and may require the Participant to reduce his Deferral Election in order to prevent such excess.

(e) Correction of Excess Deferral. If a Participant notifies the Plan Administrator by March 1 of any calendar year that his Deferrals under this Plan for the preceding calendar year, when added to his other elective deferrals under any other plan or arrangement (whether or not maintained by the Employer or an Affiliated Company) exceed the limit imposed by Section 402(g) of the Code for such preceding calendar year, the Plan Administrator shall distribute, by April 15 following receipt of notice by the Participant, the amount of Deferrals specified in the Participant's notice, plus income thereon determined in the manner described in Section 4.4(g), or shall recharacterize such excess Deferrals as Catch-up Contributions contributed pursuant to subsection (c) to the extent permitted by Section 414(v) of the Code and the regulations permitted thereunder, and any Employer Matching Contributions related to such excess Deferrals shall be forfeited and used to reduce future Employer Matching Contributions.

4.2 Employer Deferral, Catch-up Contributions and Matching Contributions.

(a) Deferrals and Catch-up Contributions. The Employer shall contribute to the Plan, on behalf of each Participant, the amount by which the Participant has elected to reduce his Compensation pursuant to his Deferral Election in accordance with Section 4.1. Notwithstanding any other provisions of the Plan to the contrary, the maximum amount that the Employer shall contribute on behalf of any Participant pursuant to such Participant's Deferral Election (excluding Catch-up Contributions contributed pursuant to subsection (c)) for any Plan Year shall not exceed the dollar amount as may apply under Section 402(g) of the Code (effective January 1, 2002, $11,000), multiplied by the Adjustment Factor.

(b) Employer Matching Contributions. The Employer shall contribute on behalf of each Participant who has a Deferral Election in effect during each payroll period, an amount equal to 100 percent (100%) of the amount contributed on behalf of such Participant

pursuant to such Participant's Deferral Election (excluding a Deferral Election made under Section 4.1(c)) that does not exceed the applicable percentage of his Compensation for that payroll period. The applicable percentage (two percent (2%), three percent (3%), four percent (4%), five percent (5%), six percent (6%) or such other percentage as the Board of Directors shall designate) of a Participant's Compensation for a payroll period shall be determined for each business location by the Board of Directors as designated in Schedule I. The Employer may, in the sole discretion of its Board of Directors, make the Employer Matching Contribution hereunder at any time during the Plan Year, or, following the end of the Plan Year, within the time prescribed by law for filing the Employer's federal income tax return (including extensions thereof for its taxable year that coincides with, or ends within, such Plan Year. In the event that a Participant receives a distribution of excess Deferrals under Section 4.4 or 5.5 and any Employer Matching Contributions allocated to the Participant by reason of such distributed Deferrals remain in the Participant's Accounts after application of Section 4.4(b) or (c), the Participant shall forfeit such Employer Matching Contributions (plus earnings thereon determined in the manner described in Section 4.4(g)). Employer Matching Contributions forfeited under this Section 4.2(b) shall be used to reduce future Employer Matching Contributions.

(c) Deferral Election - Discontinuance, Variation and Resumption. A Deferral Election, if approved by the Committee, shall continue in effect until changed or revoked by the Participant. A Participant may make, discontinue or change a Deferral Election, effective as of any Entry Date during the Plan Year, by filing a form with the Committee at least thirty (30) days prior to such date indicating his instructions with respect thereto; provided, however, that a Participant may completely discontinue a Deferral Election, effective as of the first day of any month by filing a form with the Committee at least thirty (30) days prior to such date. The Committee may modify or waive the thirty (30) day advance notice requirements of this Section 4.2 if it finds, in its sole discretion, that such modification or waiver is appropriate under the circumstances to further the purposes of this Plan. All changes in a Deferral Election are subject to approval by the Committee in accordance with Section 4.1(d).

(d) Limitation on Contributions. Notwithstanding any other provision of the Plan to the contrary, the Employer shall not make any contributions (excluding Catch-up Contributions contributed under Section 4.1(c)) to the Plan pursuant to this Section 4.2 on behalf of a Participant if such contributions would exceed the limitations of Section 5.5.

(e) Limitation on Contributions on Behalf of Highly Compensated Employees. Notwithstanding any other provision of the Plan to the contrary, the Employer shall not make any contributions (excluding Catch-up Contributions contributed under Section 4.1(c)) to the Plan pursuant to this Section 4.2 on behalf of a Participant who is a Highly Compensated Employee that would exceed the limitations of Section 4.4.

4.3 Reemployment Following a Period of Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, effective for reemployments on or after December 12, 1994, all contributions with respect to periods of Qualified Military Service shall be provided in a manner consistent section 414(u) of the Code, as follows:

(a) Deferrals and Catch-up Contributions. An Employee who is reemployed following a period of Qualified Military Service shall be permitted to contribute additional Deferrals and Catch-up Contributions under the Plan in an amount equal to the maximum amount of Deferrals and/or Catch-up Contributions that the Employee would have been

permitted to make under the Plan during the period of Qualified Military Service if the Employee had continued to be employed during such period and received Compensation equal to:

(i) the Compensation the Employee would have received during such period if the Employee were not in Qualified Military Service, or

(ii) the Employee's average Compensation during the twelve (12)-month period immediately preceding the Qualified Military Service, or

(iii) if the Employee was employed less than twelve (12) months prior to the Qualified Military Service, his average Compensation during the period of employment immediately preceding the Qualified Military Service,

or such lesser Deferrals and/or Catch-up Contributions as determined by the Employee. Proper adjustment shall be made to the amount determined under the preceding sentence for any Deferrals and/or Catch-up Contributions actually made during the period of such Qualified Military Service. The additional Deferrals and/or Catch-up Contributions shall be made during the period that begins on the date of the reemployment of the Employee and has the same length as the lesser of (i) the product of three (3) and the period of Qualified Military Service and (ii) five (5) years.

(b) Employer Matching Contributions. The Employer Matching Contribution, with respect to any additional Deferrals, will equal the Employer Matching Contribution that would have been required had such Deferral Election been made during the period of Qualified Military Service.

(c) Inapplicability of Certain Limitations. If any contributions are made by a Participant or the Employer in accordance with this Section 4.3:

(i) any such contribution shall not be subject to any otherwise applicable limitation contained in, and the Plan shall not be treated as failing to meet the requirements of, Section 4.4 or Section 7, and shall not be taken into account in applying such limitations to other contributions or benefits under the Plan with respect to the year in which the contribution is made; and

(ii) any such contribution (excluding Catch-up Contributions contributed under Section 4.1(c)) shall be subject to the limitations referred to in Section 4.3(c)(i) with respect to the year to which the contribution relates (in accordance with rules prescribed by the Secretary of the Treasury).

4.4 Nondiscrimination Requirements.

(a) Average Deferral Percentage Test. The Average Deferral Percentage in each Plan Year for all Participants who are Highly Compensated Employees shall not exceed the greater of:

(i) the Average Deferral Percentage for all Participants who are non-Highly Compensated Employees for the preceding Plan Year multiplied by 1.25; or

(ii) the lesser of: (A) the Average Deferral Percentage for all Participants who are non-Highly Compensated Employees for the preceding Plan Year multiplied by two or (B) the Average Deferral Percentage for all Participants who are non-Highly Compensated Employees plus two percentage points.

For purposes of the Average Deferral Percentage test, the Deferral Percentage of any Participant who is a Highly Compensated Employee and is eligible to receive qualified nonelective contributions (within the meaning of Section 401(m)(4)(C) of the Code) or elective deferrals (within the meaning of Section 401(m)(4)(B) of the Code) under two or more plans that are qualified under Section 401(a) and 401(k) of the Code and that are maintained by the Company or an Affiliate shall be determined as if all such contributions and elective deferrals were made under a single plan.

(b) Average Contribution Percentage Test. The Average Contribution Percentage in each Plan Year for all Participants who are Highly Compensated Employees shall not exceed the greater of:

(i) the Average Contribution Percentage for all Participants who are non-Highly Compensated Employees for the preceding Plan Year multiplied by 1.25; or

(ii) the lesser of (A) the Average Contribution Percentage for all Participants who are non-Highly Compensated Employees for the preceding Plan Year multiplied by two or (B) the Average Contribution Percentage for all Participants who are non-Highly Compensated Employees plus two percentage points.

For purposes of the Average Contribution Percentage test, the Contribution Percentage of any Participant who is a Highly Compensated Employee and is eligible to receive matching contributions (within the meaning of Section 401(m)(4)(A) of the Code) under two or more plans that are qualified under Sections 401(a) of the Code and that are maintained by the Company or any Affiliate shall be determined as if all such contributions were made under a single plan.

(c) Aggregate Limit. For any Plan Year beginning before January 1, 2002 in which both the limitations in Sections 4.4(a) and (b) are exceeded, the sum of the Average Deferral Percentage and the Average Contribution Percentage for active Participants who are Highly Compensated Employees (determined after adjustments are made under Subections 5.7(e)(i) and (ii) for purposes of satisfying the limitations described in Sections 5.7(a) and (b)) shall not exceed the greater of:

(i) the sum of (A) the greater of the applicable Average Deferral Percentage or the Average Contribution Percentage for all other active Participants multiplied by 1.25, plus (B) the lesser of (1) two (2) multiplied by the greater of the applicable Average Deferral Percentage or the Average Contribution Percentage for all other active Participants, or (2) two percent (2%) plus the greater of the applicable Average Deferral Percentage or the Average Contribution Percentage for all other active Participants; or

(ii) the sum of (A) the lesser of the applicable Average Deferral Percentage or the Average Contribution Percentage for all other active Participants multiplied by 1.25, plus (B) the lesser of (1) two (2) multiplied by the

greater of the applicable Average Deferral Percentage or the Average Contribution Percentage for all other active Participants, or (2) two percent (2%) plus the greater of the applicable Average Deferral Percentage or the Average Contribution Percentage for all other active Participants.

The application of this Section 4.4(c) shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(d) Special Participant Rule. For purposes of Subsection (a), (b) and (c), the term "Participants" includes Employees eligible to participate in the Plan in accordance with Article II whether or not they elected to participate in the Plan or make a Deferral Election. "Participants" shall not include Employees who are non-Highly Compensated Employees and who have not attained age twenty-one (21) and who have completed less than a Year of Service before the last day of the Plan Year.

(e) Corrections.

(i) In the event the Plan Administrator determines that the nondiscrimination requirement of Subsection (a) has not been satisfied in a Plan Year after Deferral Amounts have been allocated to Participants' Accounts, the Plan Administrator shall:

(A) determine how much the Average Deferral Percentage for the Highly Compensated Employee with the highest Average Deferral Percentage for the Plan Year would need to be reduced to comply with the limit in Subsection (a) or to cause such Average Deferral Percentage to equal the Average Deferral Percentage of the Highly Compensated Employee with the next highest Average Deferral Percentage, and repeat this process until the Deferral Percentage Test described in Section 4.3(a) would be satisfied;

(B) convert the excess percentage amount determined under (A) into a dollar amount by first multiplying the hypothetical reductions described in (A) by the applicable Highly Compensated Employee's compensation, and then by adding together all such dollar amounts;

(C) reduce the Deferral Amount of the Highly Compensated Employee or Employees with the greatest dollar amount of Deferral Amounts made on their behalf with respect to the Plan Year by the lesser of (1) the amount by which the dollar amount of the affected Highly Compensated Employee's Deferral Amount exceeds the dollar amount of the Highly Compensated Employee with the next highest dollar amount of Deferral Amounts, or (2) the amount of the excess dollar amount determined under (B);

(D) repeat this reduction process until the Deferral Amounts of Highly Compensated Employees have been reduced by an amount equal to the excess dollar amount determined under (B);

(E) direct the Trustee to return the excess Deferral Amounts, as adjusted in accordance with Subsection (g), to the individuals from

whose Deferral Account the excess Deferral Amounts were obtained within two and one-half months following the close of the Plan Year, if administratively practicable, but in no event later than the close of the following Plan Year.

The Deferral Amount of any Highly Compensated Employee that must be reduced pursuant to this Section 4.4(e) shall be reduced (i) first, by distributing Deferral Amounts not taken into account in determining Employer Matching Contributions under Section 4.2(b) and (ii) then, by distributing Deferral Amounts not described in (i), within 12 months of the close of the Plan Year with respect to which the distribution applies. The provisions of Section 4.2(b) regarding the forfeiture of related Employer Matching Contributions will apply.

Notwithstanding the foregoing, at the election of the Plan Administrator and in accordance with rules uniformly applicable to all affected Participants, the reduction described in this Section may be accomplished, in whole or in part, by recharacterizing excess Deferral Amounts as Deferral Amounts contributed pursuant to Section 4.1(c) to the extent permitted by Section 414(v) of the Code and regulations issued thereunder. Matching Contributions related to Deferral Amounts recharacterized as Deferral Amounts under Section 4.1(c) shall be forfeited.

(ii) In the event the Plan Administrator determines that the nondiscrimination requirement of Subsection (b) has not been satisfied in a Plan Year after Employer Matching Contributions have been allocated to Participants' Accounts, the Plan Administrator shall:

(A) determine how much the Average Contribution Percentage for the Highly Compensated Employee with the highest Average Contribution Percentage for the Plan Year would need to be reduced to comply with the limit in Subsection (b) or to cause such Average Contribution Percentage to equal the Average Contribution Percentage of the Highly Compensated Employee with the next highest Average Contribution Percentage, and repeat this process until the Employer Contribution Percentage Test described in Section 4.3(b) would be satisfied;

(B) convert the excess percentage amount determined under (A) into a dollar amount by first multiplying the hypothetical reductions described in (A) by the applicable Highly Compensated Employee's compensation, and then by adding together all such dollar amounts;

(C) convert the excess percentage amount determined under (A) into a dollar amount;

(D) reduce the Employer Matching Contribution of the Highly Compensated Employee or Employees with the greatest dollar amount of Employer Matching Contributions made on their behalf with respect to the Plan Year by the lesser of (1) the amount by which the dollar amount of

the affected Highly Compensated Employee's Employer Matching Contribution exceeds the dollar amount of the Highly Compensated Employee with the next highest dollar amount of Employer Matching Contributions, or (2) the amount of the excess dollar amount determined under (B);

(E) repeat this reduction process until the Employer Matching Contributions of Highly Compensated Employees have been reduced by an amount equal to the excess dollar amount determined under (B); and

(F) direct the Trustee to return the excess Employer Matching Contributions, as adjusted in accordance with Subsection (g), to the individuals form whose Employer Matching Contribution Account the excess Employer Matching Contributions were obtained within two and one-half months following the close of the Plan Year, if administratively practicable, but in no event later than the close of the following Plan Year.

(iii) In the event the Plan Administrator determines that the nondiscrimination requirement of Subsection (c) has not been satisfied in a Plan Year after Deferrals and Employer Matching Contributions have been allocated to Participants' Accounts, the Plan Administrator shall reduce the Average Deferral Percentage and/or the Average Contribution Percentage (as determined under Subsection 4.4(f) below) for the Highly Compensated Employees to the extent required to enable the Plan to satisfy the tests in Subsection (c). The reduction shall be accomplished in the same manner as is set forth in Sections 4.4(a) and 4.4(b), whichever is appropriate.

(f) Corrective Distributions. If the Plan Administrator determines that Deferrals or Employer Matching Contributions in excess of the amount permitted under Subsections (a), (b) or (c) were made to the Plan, then the Plan Administrator will cause the Trustee to make a corrective distribution of any such excess (and income allocable thereto as computed in accordance with Subsection (g)) to the Highly Compensated Employees within twelve (12) months of the close of the Plan Year to which the excess is attributed based on the excess dollar amounts determined under Subsection (e). Such a distribution is not subject to spousal consent. In the case of a corrective distribution required hereunder because of an excess arising under Subsection (c), reductions shall first be made from the Highly Compensated Employees' Deferrals and then from their Employer Matching Contributions, if necessary.

(g) Income Attributable to Excess Contributions. The income attributable to excess Deferrals or Employer Matching Contributions as determined in accordance with Subsection (e) shall be an amount equal to the sum of:

(i) the earnings or losses allocated to Deferrals or Employer Matching Contributions, as applicable, for the preceding Plan Year multiplied by a fraction the numerator of which is the excess determined in accordance with Subsection (e), as applicable, on behalf of the Participant for the preceding Plan Year and the denominator of which is the portion of the Participant's Account attributable to Deferral Elections or Employer Matching Contributions, as applicable, as of the last day of the preceding Plan Year, reduced by earnings and increased by losses for the preceding Plan Year; plus

(ii) the earnings or losses allocated to Deferrals, or Employer Matching Contributions, as applicable for the period between the end of the preceding Plan Year and the last day of the month preceding the distribution date multiplied by a fraction determined under the method described in clause (i) above.

(h) Coordination Rule. Excess Deferrals determined with respect to a Plan Year that shall be distributed in accordance with Section (f) shall be reduced by any excess deferrals, previously distributed to such Participant for the Participant's taxable year ending with or within such Plan Year.

4.5 Rollovers and Transfers.

(a) Rollover Contribution - General. Subject to such terms and conditions as the Committee may establish from time to time, a Participant (or an Employee who is not eligible to participate in the Plan solely because he has failed to satisfy the age and service requirements of Section 2.1, and who, for purposes of his Rollover Contribution only, shall be considered a Participant in the Plan) may at any time make a Rollover Contribution to this Plan of all or a portion of the amount payable to the Participant (a) as an eligible rollover distribution (as defined under Section 401(a)(31)(C) of the Code) from a qualified plan, or (b) from an individual retirement account or annuity that received a qualifying rollover contribution from a qualified plan; provided that the amount contributed to the Rollover Account shall exclude an amount equal to the Participant's after-tax contributions to the qualified plan. Any payment to the Plan pursuant to this Section 4.5 shall be made as a direct rollover that satisfies Section 401(a)(31) of the Code or shall be made to the Plan within 60 days after the Participant's receipt of the distribution from the plan or individual retirement arrangement in such manner as may be approved by the Committee. Notwithstanding the above, if the Committee subsequently determines that any Rollover Contribution previously made to the Plan by a Participant is not a valid Rollover Contribution, the Committee shall return to the Participant, as soon as administratively possible, the amount of the invalid Rollover Contribution, together with earnings attributable to the Rollover Contribution.

(b) Rollover Contribution - Defined. A contribution shall qualify as a Rollover Contribution if:

(i) subject to subsection (c) below, it represents an Eligible Rollover Distribution to the Participant under a retirement plan qualified under Section 401(a) of the Code;

(ii) it represents the balance to the credit of the Participant in an individual retirement account or annuity (as described in Section 408 of the Code) created solely to receive amounts described in Subsection (i) above, and to which no other contributions were made by the Employee; or

(iii) it represents a direct transfer to the Trustee from an Eligible Retirement Plan described in Subsection (i), above, of all or a portion of the benefit to which the Employee was entitled under such Eligible Retirement Plan.

For purposes of this Section 4.5, but subject to subsection (c) below, "Eligible Rollover Distribution" and "Eligible Retirement Plan" shall have the meanings set forth in Section 6.4(e).

(c) Limitation. A Rollover Contribution shall not include any amount that constituted an employee contribution, whether voluntary or mandatory, made by the Employee to a plan described in Subsection (b)(i).

4.6 Non-Forfeitability of Certain Accounts. A Participant's rights to his Catch-up Contribution Account, his Deferral Account, his Employer Matching Contribution Account, and his Rollover Contribution Account, if any, shall, at all times, be 100 percent (100%) nonforfeitable.

ARTICLE V

INDIVIDUAL ACCOUNTS

5.1 Participant Accounts. The Committee shall maintain a Catch-up Contribution Account, a Deferral Account, an Employer Matching Contribution Account and a Rollover Contribution Account, if applicable, in the name of each Participant.

5.2 Valuation of Accounts. As of each Valuation Date, the Committee shall:

(a) First, add to each of the Participant's Accounts the Catch-up Contributions, Deferrals and Employer Matching Contributions made during the preceding month that are then allocable to each such Account and subtract all distributions made to Participants since the last preceding Valuation Date;

(b) Next, allocate to the Accounts of each Participant or Former Participant who has elected to invest in any Investment Fund, each item of income, expense, gain and loss accruing to such Fund among the Accounts of Participants or Former Participants electing to invest, or having an investment, in such Fund in the same proportion to the value, as of the last preceding Valuation Date, that the portion of each such Account so invested bears to the value of the portion of all such Accounts that are invested in such Fund.

(c) With respect to a Participant who has a Severance From Service Date with the Employer for any reason during a month, the Committee may (A) value such Participant's Accounts, in accordance with the provisions of this Section 5.2, as of the last day of the month in which such Severance From Service Date, and (B) value the portion of the Participant's Accounts, if any, that is invested in the Common Stock Fund as of the date on which such shares are sold.

5.3 Employer Matching Contributions Considered Made on Last Day of Plan Year. For purposes of this Article V, the Employer Matching Contributions made pursuant to Section 4.2(b) for any Plan Year will be considered to have been made on the last day of that Plan Year, regardless of when paid to the Trustee.

5.4 Valuation. The Trustee shall have prepared, on a daily basis, a valuation of each Investment Fund and each Participant's or Former Participant's Accounts, the same to be available to each Participant or Former Participant. Within a reasonable time after the close of each month, the Trustee shall prepare or cause to be prepared a statement of the condition of the Trust Fund, setting forth all investments, receipts, disbursements, and other transactions effected during such month, and showing all the assets of the Trust Fund and the cost and fair market value thereof. The items of information in the statement shall be shown separately for each investment vehicle maintained in the Investment Fund. This statement shall be delivered to the Committee and the Plan Administrator. The Plan Administrator shall then cause to be prepared, and the Trustee shall deliver to each Participant or Former Participant, a quarterly report disclosing the status of his Accounts in the Trust Fund.

5.5 Limitation on Annual Additions.

(a) General. Notwithstanding any other provision of the Plan, the Annual Addition to a Participant's Accounts for any Limitation Year may not exceed an amount equal to the lesser of:

(i) $30,000 (effective January 1, 2002, $40,000), adjusted in accordance with section 415(d) of the Code, or

(ii) 25 percent (25%) (effective January 1, 2002, 100 percent (100%)) of the Participant's compensation for the Limitation Year.

(b) For Plan Years beginning prior to January 1, 2000, if an Employee is or was a Participant in any defined benefit plan required to be taken into account for purposes of applying the combined plan limitations contained in Section 415(e) of the Code, then for any Plan Year the sum of the defined benefit plan fraction and the defined contribution plan fraction, as such terms are defined in Section 415(e) of the Code, shall not exceed 1.0. If, for any year the foregoing combined plan limitation would be exceeded, the benefit provided under the defined benefit plan shall be reduced to the extent necessary to meet that limitation.

(c) Annual Additions - Defined. For purposes of this Section 5.5, the term "Annual Addition" means, for each Limitation Year, the sum of:

(i) the portion of the contribution (other than a contribution made pursuant to a Participant's Deferral Election) made by the Employer (or a Related Employer) for such Limitation Year under this Plan and any defined contribution plan; plus

(ii) the amount, if any, contributed on behalf of the Participant pursuant to the Participant's Deferral Election (excluding Catch-up Contributions made under Section 4.1(c)) for such Limitation Year under this Plan or any other defined contribution plan maintained by the Employer or a Related Employer; plus

(iii) the amount of forfeitures, if any, allocated to the Participant's account for such Limitation Year under this Plan or any other defined contribution plan maintained by the Employer or a Related Employer; plus

(iv) the amount, if any, of the Participant's voluntary contributions made under a defined contribution plan maintained by the Employer or a Related Employer for such Limitation Year.

The term "Annual Addition" shall not include any Rollover Contribution or any earnings allocable to any Account thereunder.

(d) Compensation - Defined. Solely for purposes of this Section 5.5, Compensation shall mean "compensation" as such term is defined in Treas. Reg. Section 1.415-2(d)(11)(i), plus contributions made at the Employee's election to employee benefit plans but excluded from the Employee's gross income pursuant to Section 125, 401(k), 402(h)(i)(B), 403(b), 408(p) or 457 of the Code, and, for Plan Years beginning on or after January 1, 2001, Section 132(f)(4) of the Code. Notwithstanding the foregoing, effective January 1, 1998, any amounts deducted from an Employee's earnings on a pre-tax basis for group health care coverage because the Employee is unable to certify that he or she has other health care coverage, shall be treated as an amount contributed by the Employer pursuant to a salary reduction agreement under Section 125 of the Code purposes of determining the Employee's Compensation, so long as the Employer does not otherwise request or collect information

regarding the Employee's other health coverage as part of the enrollment process for the Employer's health care plan.

(e) Other Plans. For purposes of applying the limitations of this Section 5.5, all defined benefit plans maintained by the Employer or a Related Employer (whether or not terminated) are to be treated as one defined benefit plan, and all defined contribution plans maintained by the Employer or a Related Employer (whether or not terminated) are to be treated as one defined contribution plan. Any contributions to the Employer's defined benefit plan made by an Employee shall be deemed to be made under a separate defined contribution plan.

(f) Related Employer - Defined. For purposes of this Section 5.5, the term "Related Employer" shall mean any other corporation that is, along with the Employer, a member of a controlled group of corporations (as defined in Section 414(b) of the Code, as modified by Section 415(h) thereof) or any other trades or businesses (whether or not incorporated) that, along with the Employer, are under common control (as defined in Section 414(c) of the Code as modified by Section 415(h) thereof) or any other employer that forms, along with the Employer, an "affiliated service group" (as such term is defined in Section 414(m) of the Code or in regulations under Section 414(o)).

(g) Return of Excess Annual Additions. If a Participant's Annual Addition exceeds the amounts specified above:

(i) The Plan shall distribute Deferrals to the Participant to the extent an excess exists, together with earning on such excess amounts. The Committee shall make such distribution in a lump sum as soon as administratively possible after the excess is determined. Any such excess Deferrals may instead be recharacterized as Catch-up Contributions contributed pursuant to Section 4.1(c) to the extent permitted by Section 414(v) of the Code and the regulations issued thereunder.

(ii) Employer Matching Contributions based on the Deferrals above shall be forfeited in the Plan Year in which the Deferrals are distributed. Employer Matching Contributions are based on distributed Deferrals to the extent that Employer Matching Contributions would have been reduced if the Participant had made Deferrals for the Plan Year equal to undistributed Deferrals.

(iii) Deferrals and Employer Matching Contributions that are distributed or recharacterized under (i) or forfeited under (ii), respectively, above shall not be counted in determining whether the limit in Section 402(g) of the Code has been exceeded or in performing the nondiscrimination tests in Section 4.4 of this Plan.

5.6 Allocations Do Not Create Rights. No Participant shall acquire any right to or interest in any specific asset of the Trust Fund merely as a result of the allocations provided for in the Plan.

ARTICLE VI

PAYMENT OF BENEFITS

6.1 Retirement, Death, Disability or Termination of Employment. Upon a Participant's termination of employment with the Employer, either voluntarily or involuntarily, or as a result of retirement, Disability or death, he shall be entitled to 100 percent (100%) of the value of his Accounts. The value of all Accounts shall be determined and payable in accordance with the provisions of Sections 5.2, 5.3 and 6.4. Notwithstanding the foregoing, in the event a Participant is affected by a sale or other disposition involving his employer prior to January 1, 2002, such Participant's Deferral Election Account may not be distributed before (i) he has experienced a "separation from service" in accordance with the principles set forth in Revenue Ruling 79-336 and subsequent related rulings by the Internal Revenue Service, as determined by the Committee in its sole discretion; (ii) the sale or other disposition by a corporation to an unrelated corporation of substantially all of the assets used in a trade or business (but only if such Participant continues employment with the acquiring corporation, the acquiring corporation does not maintain the Plan after the disposition and the other applicable requirements of Section 401(k)(10) of the Code are satisfied); or (iii) the sale or other disposition by a corporation of its interest in a subsidiary to an unrelated entity (but only if such Participant continues employment with the subsidiary, the acquiring entity does not maintain the Plan after the disposition and the other applicable requirements of Section 401(k)(10) of the Code are satisfied).

6.2 Attainment of 59 1/2.

(a) General Rule. If a Participant attains age 59 1/2 and remains in the service of the Employer, he may elect to have the value of his Catch-up Contribution Account, his Deferral Account, his Employer Matching Contribution Account (determined in accordance with Sections 5.2 and 5.3 and valued as of the Valuation Date coincident with or next succeeding the date of his election or, pursuant to procedures that the Committee may, in its sole discretion, adopt, as of the last day of the month in which he files his election), and his Rollover Contribution Account paid to him (or his Beneficiary in the event of his death) in a lump sum as soon as practicable following the date as of which his Accounts are valued. The Participant (or Beneficiary) may make such an election by filing a written notice with the Committee, on a form acceptable to the Committee. Notwithstanding such withdrawal, the Participant may also elect to continue to participate in the Plan if he otherwise remains eligible.

(b) Special Rule for Former National Controls Corporation Retirement Savings Plan (the "NCC Plan") Participants. In addition to the lump sum distribution described in paragraph 6.2(a), any Participant who was formerly a participant in the NCC Plan in conjunction with the merger of the NCC Plan into this Plan shall be entitled to receive a distribution elected pursuant to Section 6.2(a) in the form of installment payments described in Section 6.4(d), but only with respect to that portion of his account balance that represented his balance under the NCC Plan as of the date of the merger.

6.3 Beneficiary Designation. If a Participant or Former Participant has a spouse, his spouse shall be his Beneficiary, unless the Participant or Former Participant designates someone other than his spouse as his Beneficiary (other than as a contingent Beneficiary) and his spouse consents to such designation pursuant to this Section 6.3. If the Participant or Former Participant does not have a spouse, or if the spouse consents, the Participant or Former Participant shall have the right to designate someone other than his spouse as his Beneficiary.

In all events, the Participant or Former Participant shall have the right to designate a contingent Beneficiary. Each such designation shall be in writing, filed with the Committee, and shall be in such form as may be required by the Committee. If a married Participant or Former Participant designates someone other than his spouse as his Beneficiary (other than as a contingent Beneficiary), such Beneficiary designation shall not be effective unless (a) the spouse consents to such Beneficiary designation, in writing, and her consent is witnessed by a Plan representative or notary public, or (b) the Participant or Former Participant demonstrates, to the satisfaction of the Committee, that he is not married or his spouse cannot be located. The Committee shall determine which Beneficiary, if any, shall have been validly designated. If no Beneficiary has been validly designated, or if the designated Beneficiaries predecease the Participant or Former Participant, then the amount, if any, payable upon the Participant's or Former Participant's death shall be paid:

(a) to the Participant's or Former Participant's surviving spouse; or, if there is none,

(b) to the Participant's or Former Participant's children and issue of deceased children, in equal shares, per stirpes; or if there are none,

(c) to the Participant's or the Former Participant's parents, in equal shares, or to the survivor thereof; or if there are none,

(d) to the legal representative(s) of the Participant's or the Former Participant's estate.

6.4 Form of Payment.

(a) Retired or Disabled Participants. Upon a Participant's termination of employment with the Employer and the Affiliates on or after his Normal Retirement Age or on account of a Disability, he shall be entitled to receive an immediate distribution or a direct transfer to another plan of the value of his Accounts as soon as administratively practicable after returning a completed benefit distribution form to the Plan Administrator; provided, however that his Accounts must be distributed no later than his Mandatory Distribution Date as determined under Section 6.5

(b) Terminated Participants. Upon a Participant's termination of employment with the Employer and the Affiliates, either voluntarily or involuntarily, prior to his Normal Retirement Age (other than by reason of his death or Disability), he shall be entitled to receive a distribution or a direct transfer to another plan of the value of his Accounts as soon as administratively practicable after returning a completed benefit distribution form to the Plan Administrator; provided, however, that his Accounts must be distributed no later than his Mandatory Distribution Date as determined under Section 6.5.

Until benefits are distributed, a Participant's Accounts shall be held and invested in accordance with Section 9.2 pursuant to the instructions of the Former Participant.

(c) Death of a Participant. If a Participant or Former Participant, dies prior to the date payment of his benefit begins, the value of his Accounts shall be paid to his Beneficiary as soon as practicable following his death.

(d) Amount and Form of Payment. Any distribution made pursuant to this Plan shall be made in a single lump sum and in cash except that if, as of the date the Participant terminates his employment, part of his Accounts is invested in the Common Stock Fund or in shares of any Investment Fund, then the Participant, Former Participant or Beneficiary to whom such payment is made may elect to have that portion of the Accounts that is so invested paid in common stock or shares held in each such Investment Fund; provided, however, that cash will be paid in lieu of any fractional shares allocated to the Participant's or Former Participant's Accounts.

Notwithstanding the foregoing, any Participant who was formerly a participant in the NCC Plan and whose Account balance under the NCC Plan is transferred to the Plan in conjunction with the merger of the NCC Plan into the Plan shall be entitled to receive his distribution in the form of installment payments in substantially equal installments not less frequently than annually over a period not exceeding the Participant's life expectancy or the life expectancy of the Participant and any individual designated as a Beneficiary by the Participant, but only with respect to that portion of this Account balance that represented his account balance under the NCC Plan as of the date of the merger.

(e) Direct Rollover. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Subsection, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover.

For purposes of Subsection (e) of this Section 6.4, the following definitions shall apply:

(i) An "Eligible Rollover Distribution" is any distribution from the Plan, excluding (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) over the life (or life expectancy) of the individual, the joint lives (or joint life expectancies) of the individual and the individual's designated Beneficiary, or a specified period of ten (10) or more years, (2) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code, (3) with respect to distributions made prior to January 1, 2002, any distribution to the extent such distribution is not included in gross income, and (4) effective January 1, 1999 (or January 1, 2000 if elected by the Committee) any hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code or, effective January 1, 2002, any hardship distribution; and

(ii) An "Eligible Retirement Plan" is (1) an individual retirement account described in Section 408(a) of the Code, (2) an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract), (3) an annuity plan described in Section 403(a) of the Code, (4) a qualified plan the terms of which permit the acceptance of rollover distributions, (5) effective January 1, 2002, an eligible deferred compensation plan described in Section 457(b) of the Code that is maintained by an eligible employer described in Section 457(e)(i)(A) of the Code that shall separately account for the distribution, or (6) effective January 1, 2002, an annuity contract described in Section 403(b) of the Code; provided, however, that (i) the eligible retirement plans described in clauses (3) and (4) shall not apply with respect to a distribution made prior to January 1, 2002 to a Beneficiary who is the surviving

spouse of a Participant and (ii) with respect to a distribution (or portion of a distribution) consisting of after-tax employee contributions, "Eligible Retirement Plan" shall mean a plan described in clause (4) that separately accounts for such amounts or a plan described in clause (1) or (2).

(iii) A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relation Order are Distributees with regard to the interest of the spouse or former spouse.

(iv) A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

6.5 Limitations on Commencement or Duration of Benefit Payments.

(a) Commencement of Benefits. If a Participant is a 5% owner of the Employer (as determined under Section 416 of the Code), he shall receive, with respect to each calendar year during which and following the calendar year in which he attained age 70 1/2, the minimum required distribution amount described under Section 401(a)(9) of the Code and the regulations thereunder. Notwithstanding any provision of the Plan to the contrary, the payment of benefits to each Participant or Former Participant who is not a 5% owner of the Employer shall commence not later than the April 1st following the later of the calendar year in which the Participant or Former Participant attains age 70 1/2 or the calendar year in which he retires (his "Mandatory Distribution Date"). Such payments shall be made:

(i) in a lump sum on or before such date;

(ii) in annual installments beginning by such date, over the life of such Participant or Former Participant or over the lives of the Participant or Former Participant and his Beneficiary; or

(iii) in annual installments beginning by such date, over a period that may not extend beyond the life expectancy of such Participant or Former Participant and the joint life expectancy of the Participant, Former Participant and his Beneficiary.

(b) Maximum Duration of Death Benefits. If a surviving spouse of a deceased Participant or Former Participant dies before such Participant's or Former Participant's interest has been distributed to such surviving spouse, then the benefit shall be distributed to his Beneficiary within (i) within five years after the death of the Participant or Former Participant (or the death of his surviving spouse, as the case may be).

All benefits payable under this Section 6.5 shall satisfy the incidental death benefit rule of Section 401(a)(G) of the Code by determining the life expectancies of the Participant and his Beneficiary with reference to Treasury Regulation Section 1.401(a)(9)-5. With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the Treasury Regulations under section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date

of final Treasury Regulations under section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service. With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the final Treasury Regulations under section 401(a)(9) that were published on April 17, 2002.

(c) Additional Limitations. Notwithstanding anything to the contrary contained in this Section 6.5, the payment of benefits hereunder to a Participant or Former Participant shall commence not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs:

(i) his attainment of age sixty-five (65);

(ii) the tenth anniversary of the year in which the Participant began to participate in the Plan; or

(iii) the termination of the Participant's service with the Employer or an Affiliate; provided, however, that the Participant or Former Participant may elect to defer the commencement of the payment of benefits hereunder until any time prior to the April 1st following the calendar year in which he attains age 70 1/2.

6.6 Cash-Out of Benefits. Notwithstanding anything contained in this Plan to the contrary, if the value of a Participant's or Former Participant's Accounts (calculated for distributions made on or after January 1, 2002, by excluding the portion of the Participant's Accounts attributable to his Rollover Contribution Account and rollover contributions made to a plan that was merged with and into the Plan) is $5,000 or less, the Committee shall pay such benefit in a single lump sum as soon as practicable after the retirement, termination, Disability or death of the Participant or Former Participant, and any such distribution to the Participant, Former Participant or his Beneficiary, as the case may be, shall be in complete discharge of the Plan's obligation with respect to such benefit.

6.7 Qualified Domestic Relations Orders. If the Plan Administrator has determined that a domestic relations order that pertains to the benefits under this Plan of a Participant or Former Participant is a Qualified Domestic Relations Order, then the amount of benefits otherwise payable under this Plan to such Participant or Former Participant, or his Beneficiary, as the case may be, shall be reduced by the value of any amounts paid or payable pursuant to such Order.

ARTICLE VII

LOANS TO PARTICIPANTS AND WITHDRAWALS

7.1 Loans.

(a) General. The Committee shall be authorized to administer a loan program under the Plan, pursuant to this Section 7.1. A Participant may borrow a portion of his Accounts, in accordance with the following procedures, terms and conditions

(i) In order to borrow any portion of his Accounts, the Participant shall file a written application with the Committee and shall sign a written form, prescribed by the Committee, authorizing the Employer to deduct from such Participant's pay for each month during the term of the loan, amounts determined in accordance with such schedule of repayment as may be determined appropriate by the Committee in order to repay the principal and accrued interest due under the loan. In determining a schedule of repayment of any loan under this Plan, the Committee shall provide for substantially level amortization of such loan (with payments not less frequently than quarterly), over the term of the loan. Loan proceeds shall be distributed to the Participant as soon as administratively practicable following application.

(ii) The aggregate total of all outstanding loans to a Participant under this Plan shall be in an amount specified by the Participant, which amount shall not be less than $1,000 nor more than 50 percent (50%) of the nonforfeitable value of such Participant's Accounts, determined on the date of the loan application; provided, however, that any loan amount, when added to the highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which such loan is made, shall not exceed $50,000.

(iii) Any loan to a Participant under this Plan shall be made at an interest rate fixed by the Committee, determined as of the date of the loan application. The Committee shall ascertain a reasonable rate of interest each month, with respect to loans granted in the following month, that shall provide the Plan with a return commensurate with, and be determined on the basis of, the interest rates charged by commercial lending institutions for loans that would be made under similar circumstances.

(iv) The aggregate total of all outstanding loans to a Participant under this Plan shall be adequately secured by up to 50 percent (50%) of the nonforfeitable value of the Participant's Accounts. In addition to said value of the Participant's Accounts, the Committee may require the Participant to post additional security if it believes such security is necessary or desirable in order to adequately secure the loan. If, because of a decrease in the value of the Participant's Accounts, or for any other reason, the Committee believes the loan to be inadequately secured, it shall either require the Participant to post security in addition to the value of such Accounts or demand accelerated repayment of the loan. The types of security that may be required to be posted shall include, but not be limited to, certificates of deposit, stocks, short-term bonds and other short-term securities and their cash equivalents.

(v) Any loan to a Participant under this Plan shall contain such default provisions as may be determined appropriate by the Committee, including the provision that if an event of default occurs and is not cured within thirty (30) days, the unpaid principal and accrued interest due under the loan shall be declared immediately payable in full and may be charged back against the Participant's Accounts as a distribution at the earliest time that the Participant is entitled to receive a distribution under this Plan. A failure to make a scheduled payment, or the filing of an application for a benefit distribution (other than a hardship withdrawal pursuant to Section 7.2) under this Plan, shall constitute events of default.

(vi) If a Participant is absent during a period of Qualified Military Service, repayment shall be waived during such period and, upon the Participant's reemployment by an Employer within the time during which the Participant's right to reemployment is protected by applicable law, the loan payment schedule shall resume with the original maturity date of the promissory note adjusted to reflect the period of Qualified Military Service.

(vii) If a Participant incurs a Disability or is on an approved unpaid leave of absence, the Committee may, in its sole discretion, waive payments for up to one (1) year and re-amortize the loan and establish a new loan payment schedule pursuant to which the loan will be repaid in full by the original maturity date of the Participant's note.

(viii) A loan origination fee, in an amount determined by the Committee annually, will be charged to each Participant obtaining a loan and will be deducted from the loan proceeds.

(ix) A loan maintenance fee, in an amount determined by the Committee, will be charged to each Participant and will be deducted from such Participant's Accounts for each Plan Year during which such loan is outstanding.

(b) Allocation of Loans. The written instrument evidencing any loan made pursuant to this Section 7.1 shall be held by the Trustee for the benefit of the Participant to whom the loan was made and not for the Trust Fund as a whole, and the Participant's interest in Investment Funds or, for loans made prior to July 1, 2002, the Common Stock Fund will be reduced by a like amount, in the same proportion that his interest in each such Investment Fund bears to the amount of the loan.

(c) Aggregation of Loans. For purposes of determining whether the dollar limitations of Section 7.1 (a) have been met, the Committee shall take into account the unpaid principal amount of any loan(s) made to the Participant under the provisions of any employee benefit plan to which contributions have been made on his behalf by the Employer or an Affiliate.

(d) Number of Outstanding Loans. A Participant may have up to two (2) outstanding loans from his Accounts at any given time. If a Participant already has an outstanding loan from his Accounts, he may request a second loan, provided that (i) the request is made no sooner than six (6) months after the initial loan request and (ii) the limits described in Subsection (a) are not exceeded by the total of the two loans.

(e) Maximum Term of Loans. The Committee may not permit a Participant to borrow any part of the value of the Participant's Accounts, pursuant to Section 7.1 unless the Participant is required, by the terms of the loan, to repay the amount borrowed within five (5) years of the date of the loan. Notwithstanding the foregoing, if the Participant borrows from his Accounts, under the provisions of this Section 7.1 and the proceeds of such loan will be used by the Participant to acquire any dwelling unit that, within a reasonable period of time, is to be used as a principal residence of the Participant, then the maximum term of the loan need not be restricted to five years and the loan shall be repaid within a reasonable period of time, as fixed by the Committee in the loan papers at the time the loan is made. At the time the loan is made, the Committee shall determine whether a dwelling unit will be used as a principal residence within a reasonable period of time. If the Participant is absent due to Qualified Military Service, loan repayments shall be suspended during such absence and shall resume following the completion of the period of Qualified Military Service. Any such resumed repayments shall be made, following the period of Qualified Military Service, at least as frequently as, and in an amount not less than, the original loan payments. In the event of Qualified Military Service, the terms of the loan may be extended by a period not to exceed the original term of the loan plus the period of Qualified Military Service.

(f) Allocation of Payments. Each payment by the Participant to the Trustee in repayment of any outstanding loan(s) shall be allocated to the portion of the Participant's Accounts invested in the Investment Funds in the same proportion as any new contributions on behalf of the Participant would be allocated between the Investment Funds.

(g) Repayment of Loans. A Participant may repay any outstanding principal and accrued interest due under the loan without being charged with any prepayment penalty at any time after the six month period beginning on the date that the loan was made. No penalty will apply to prepayments.

7.2 Hardship Distribution.

(a) General. As of the last day of any month, a Participant shall be entitled to receive a hardship distribution from his Deferral Account, his Rollover Contribution Account and his Catch-up Contribution Account if he establishes, to the satisfaction of the Committee or as provided in Subsection (b) or Subsection (c), that (i) he has an immediate and heavy financial need and (ii) the distribution is necessary to satisfy such financial need. In no event, however, shall the amount that is distributed to a Participant exceed the lesser of the amount required to meet such financial need, as determined by the Committee, or the balance of the Participant's Deferral Account, Rollover Account and Catch-up Contributions Account. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution. In order to make a withdrawal pursuant to this Section 7.2, the Participant shall file with the Committee a written application, on a form acceptable to the Committee, at least thirty (30) days prior to the date on which the Participant wishes to make a withdrawal, setting forth the reasons for the withdrawal request, the amount he wishes to withdraw and such other information as the Committee may require. In administering the provisions of this Section 7.2, the Committee shall act in a uniform, non-discriminatory manner, and all Participants shall be treated similarly under similar circumstances.

(b) Immediate and Heavy Financial Need. For the purposes of this Section 7.2, a distribution will be deemed to be on account of an immediate and heavy financial need within the meaning of Subsection (a) (i) if it is for:

(i) Medical care expenses (within the meaning of Section 213(d) of the Code) previously incurred by the Participant, the Participant's spouse or the Participant's dependents or prepayment of medical care expenses necessary for such persons to obtain such care;

(ii) Costs directly related to the purchase (excluding mortgage payments) of the Participant's principal residence;

(iii) Payment of tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education for the employee, or the employee's spouse, children, or dependents (as defined in Section 152 of the Code); or

(iv) Payments necessary to prevent eviction from, or foreclosure of a mortgage on, the Participant's principal residence.

(c) Distribution Deemed Necessary. For purposes of Subsection (a) (ii), a distribution shall be treated as necessary to satisfy an immediate and heavy financial need of a Participant, if, and only if, the Participant has obtained all distributions (other than hardship distributions) and all nontaxable loans available to him under this Plan (provided that such available loan amount equals or exceeds the financial need) and any other plan maintained by the Company or any Affiliate. Notwithstanding the preceding sentence, a Participant may satisfy Subsection (a) (ii), without obtaining all nontaxable loans available to him under the Plan, by demonstrating to the Committee that he lacks other resources that are reasonably available to satisfy his heavy and immediate financial need, provided, that the Committee determines that requiring the Participant to obtain a loan under the Plan would impair the Participant's ability to obtain additional funds from other sources that are necessary to satisfy the same financial need, or in and of itself impose an additional hardship on the Participant.

(d) Suspension and Limitation of Deferral Elections. A Participant who receives a hardship distribution pursuant to this Section 7.2 shall have his Deferral Elections suspended for a one year period (or, with respect to withdrawals made on or after January 1, 2002, a six month period) commencing on the date of receipt of the hardship distribution, and, for hardship withdrawals made prior to January 1, 2001, the Participant's Deferral Election for the Plan Year following the Plan Year of the hardship distribution shall be limited to the amount described in Section 402(g) of the Code as in effect for such following year, reduced by the amount of the Participant's Deferral Elections made for the Plan Year of the hardship distribution prior to the beginning of the one year suspension.

(e) Members of Reserve Units. A Participant, who is a member of a reserve unit of the armed forces of the United States that is called to active duty, shall not be subject to the loan requirements deemed necessary to meet the requirements of Subsection (c) in order to receive a hardship distribution from the Plan.

ARTICLE VIII

COMMITTEE AND PLAN ADMINISTRATOR

8.1 Committee - Authority. The Administrative Committee (the "Committee") shall have the authority to control and manage the operation and administration of this Plan (other than the authority to manage and control the assets of the Plan), except to the extent such powers have been allocated to the Trustee or a Plan Administrator, or delegated to any other person pursuant to the Plan or the Trust. The Committee and the Plan Administrator shall be "named fiduciaries" within the meaning of Section 402 of ERISA.

8.2 Appointment. The Committee shall consist of at least 3 persons, all of whom shall be appointed by the Board of Directors, to serve at its pleasure. The members may, but need not be, officers or directors of the Company. If, at any time, there shall be fewer than 3 members, the Board of Directors shall appoint one or more new members so that there are at least 3 members. The appointment of a Committee member shall become effective upon delivery of his acceptance in writing of such appointment to the Company and to each other Committee member, if any, then acting under this Plan.

8.3 Death, Resignation or Removal of Committee Member. A Committee member shall cease to be such upon his death, resignation, removal by the Board of Directors or being declared legally incompetent. Any Committee member may resign by notice in writing mailed or delivered to the Company and to the remaining member or members. Any one or all of the Committee members may be removed by the Board of Directors by delivery to the affected member or members, with copies to the other members then acting, of an instrument executed by the Company evidencing the action taken by the Board of Directors to remove such member or members.

8.4 Written Notice of Appointment, Resignation or Removal. A copy of any instrument evidencing the acceptance of appointment, resignation or removal of a Committee member shall be filed with the records of this Plan and shall be deemed a part of this Plan.

8.5 Action By Committee. Any and all acts may be taken and decisions may be made hereunder by a majority of the Committee members then acting. The Committee may make any decision or take any action at a meeting duly called and held, or by written documents signed by the minimum number of Committee members empowered to take action or make decisions at that time, as hereinabove provided. The members may delegate to each or any of their number authority to perform ministerial acts or to sign documents on behalf of the Committee, and a document so signed shall be conclusively presumed to be the action of the Committee.

8.6 Employment of Agents. The Committee may enlist the services of such agents, representatives and advisers as they may deem advisable to assist them in the performance of their duties under this Plan, including, but not by way of limitation, custodial agents for the Trust Fund and attorneys and accountants.

8.7 No Committee Member Compensation. The Committee members shall serve without compensation, as such, but the reasonable expenses incurred by the Committee, including reasonable fees and expenses of custodial agents, attorneys, accountants and other advisers, shall be paid from the Trust Fund and shall be allocated between principal and income

as the Committee may determine; provided, however, that the Company may, in its own discretion, pay all or part of such expenses.

8.8 Committee Powers. The Committee shall have the specific powers elsewhere herein granted to it and shall have such other powers as may be necessary in order to enable it to discharge its responsibilities with respect to this Plan, including, but not by way of limitation, the sole discretionary authority to do the following:

(a) To interpret and construe this Plan and to determine all questions arising under this Plan, other than those specifically reserved elsewhere herein for determination by the Company or the Plan Administrator, and to correct any defect or supply any omission or reconcile any inconsistency in this Plan in such manner and to such extent as they shall deem expedient to effectuate the purposes and intent of this Plan;

(b) To determine all questions of eligibility and status and rights of Participants and others under this Plan, either directly or on appeal. The Committee shall have the exclusive discretionary authority to determine eligibility for benefits under the Plan, to construe the terms of the Plan, to make factual determinations and to determine any question that may arise in connection with the operation or the administration of the Plan. The actions and the decisions of the Committee shall be conclusive and binding upon the Employer and any and all Participants, Former Participants, spouses, Beneficiaries, Alternate Payees and their respective heirs, distributees, executors, administrators, or assignees; subject, however, to the right of Participants, Former Participants spouses, Beneficiaries, Alternate Payees and their respective heirs, distributees, executors, administrators, or assignees to file a written claim under the claims procedure as set forth in Section 8.9;

(c) To authorize and make, or cause to be made, payment of all benefits and expenses that become payable under this Plan;

(d) To adopt and to amend from time to time such by-laws and rules and regulations as they shall deem necessary for the administration of this Plan, which are not inconsistent with the terms and provisions of this Plan; and

(e) To establish reasonable procedures to determine whether a domestic relations order is a Qualified Domestic Relations Order and for payments to be made pursuant to such Order. Any payment made by the Committee pursuant to a Qualified Domestic Relations Order shall reduce, by a like amount, the amount otherwise payable under the Plan to the Participant or Former Participant to whom such Order relates or his Beneficiary, as the case may be.

8.9 Claim for Benefits. A Participant, Former Participant, Alternate Payee or Beneficiary ("Claimant") shall file a claim for benefits with the Committee at the time and in the manner prescribed by it. The Committee shall provide adequate notice in writing to any Claimant whose claim for benefits under the Plan has been denied. Such notice must be sent within 90 days of the date the claim is received by the Committee, unless special circumstances warrant an extension of time for processing the claim. Such extension shall not exceed 90 days and no extension shall be allowed unless, within the initial 90 day period, the Claimant is sent a notice of extension indicating the special circumstances requiring the extension and specifying a date by which the Committee expects to render its final decision. The Committee's notice of denial to the Claimant shall set forth:

(a) The specific reason or reasons for the denial;

(b) Specific references to pertinent Plan provisions on which the Committee based its denial;

(c) A description of any additional material and information needed for the Claimant to perfect his claim and an explanation of why the material or information is needed;

(d) A statement that the Claimant may:

(i) Request a review upon written application to the Committee;

(ii) Review pertinent Plan documents; and

(iii) Submit issues and comments in writing;

(e) The name and address of the Committee's delegate to whom the Claimant may forward his appeal; and

(f) The procedure for the appeal of such denial and the time limits applicable for such procedure, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on appeal.

The Committee's notice must further advise the Claimant that his failure to appeal the action to the Committee in writing within the 60-day period will render the Committee's determination final, binding, and conclusive. Any appeal that the Claimant wishes to make from the adverse determination must be made, in writing, to the Committee, within 60 days after receipt of the Committee's notice of denial of benefits. The Claimant or the Claimant's authorized representative may examine the Plan and obtain, upon request and without charge, copies of all information relevant to the Claimant's appeal. If the Claimant should appeal to the Committee, he or his duly authorized representative may submit, in writing, whatever issues and comments he or his duly authorized representative feel are pertinent. The Committee shall re-examine all facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Committee shall advise the Claimant, in writing, of its decision on his appeal. Such communication shall be written in a manner calculated by be understood by the Claimant and shall include the specific reasons for the decision, specific references to the Plan provisions on which the decision is based, the Claimant's rights to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits, and the Claimant's right to bring a civil action under Section 502(a) of ERISA. The notice of the decision shall be given within 60 days of the Claimant's written request for review, unless special circumstances (such as a hearing) would make the rendering of a decision within the 60-day period unfeasible, but in no event shall the Committee render a decision on an appeal from the denial of a claim for benefits later than 120 days after receipt of a request for review. If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the Claimant prior to the date the extension period commences.

8.10 Liability for Contributions. The Committee shall not be responsible for the determination or collection of any contributions that may be or become payable under this Plan.

8.11 Plan Administrator. The Board of Directors may designate in writing the Committee, or a person, who may but need not be a Committee member, or a corporation that may but need not be the Company, to act as the Plan Administrator hereunder. The appointment of a Plan Administrator shall be effective upon delivery of written acceptance of such appointment to the Company and the Committee. The Board of Directors may from time to time revoke such designation by notice in writing mailed or delivered to the Plan Administrator, and the Plan Administrator may resign by notice in writing mailed or delivered to the Company. Any designation, acceptance, resignation or removal of the Plan Administrator shall be deemed a part of this Plan. The Company shall be the Plan Administrator unless a Plan Administrator has been appointed pursuant to this Section 8.11. The Plan Administrator shall have those responsibilities assigned to the "plan administrator" by ERISA, the Code, any other applicable law, any regulations issued pursuant to any of the foregoing, and the provisions of this Plan.

8.12 Compensation and Expenses of Plan Administrator. Unless the Plan Administrator is a firm or corporation, the Plan Administrator shall serve without compensation; provided, however, that the reasonable expenses incurred by the Plan Administrator hereunder shall be paid from the Trust Fund except to the extent that the Company, in its own discretion, pays all or part of such expenses. If the Plan Administrator is a firm or corporation, its compensation shall be determined by written agreement between it and the Company and shall be paid from the Trust Fund unless the Company, in its own discretion, pays all or part of such compensation. If the Company is the Plan Administrator, it shall serve without compensation and shall bear its own expenses.

8.13 Allocation of Duties. The Committee and the Plan Administrator may further allocate their fiduciary responsibilities with respect to this Plan among themselves, and may designate one or more other persons, firms or corporations to carry out such fiduciary responsibilities under this Plan. Any allocation or designation pursuant to this Section 8.13 shall be in writing and shall constitute a part of this Plan.

8.14 Participation of Committee Members and Plan Administrator. Nothing contained in this Plan shall preclude a Committee member or Plan Administrator from becoming a Participant in this Plan, if he be otherwise eligible, but he shall not be entitled to vote or to act upon or to sign any document relating to his own participation in this Plan.

8.15 Books and Records. The Committee shall maintain appropriate records of all actions taken. The Committee and the Plan Administrator shall submit, make available or deliver on request to governmental agencies or instrumentalities, the Company and other Employers, Participants, Former Participants, Beneficiaries and other persons entitled thereto, such reports, documents or records as may be required by law, or as they may otherwise deem appropriate. The Company may, at any time, inspect the records of the Committee and the Plan Administrator.

8.16 Fiduciary Standard. The Committee and the Plan Administrator shall exercise their powers in accordance with rules applicable alike to all similar cases, and they shall discharge all their powers and duties hereunder in accordance with the terms of this Plan, solely in the interests of Participants, Former Participants and Beneficiaries, and for the exclusive purpose of providing benefits to such persons, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

8.17 Indemnification. To the extent permitted by law, the Company shall indemnify and save each Committee Member, each former Committee Member, the Plan Administrator and each former Plan Administrator if, while serving as such, he is or was an Employee (each such person being herein called an "Indemnitee"), and their respective heirs and legal representatives, harmless from and against any loss, cost or expense including reasonable attorney's fees (collectively, "liability") that any such person may incur individually, jointly, or jointly and severally, arising out of or in connection with the administration of this Plan, including, without limitation of the foregoing, any liability that may arise out of or in connection with the management and control of the Trust Fund, unless such liability is determined to be due to willful breach of the Indemnitee's responsibilities under this Plan, under ERISA, or other applicable law.

ARTICLE IX

INVESTMENT OF PLAN ASSETS

9.1 Contributions Held in Trust. All contributions under this Plan shall be paid to the Trustee. The Trustee shall have the exclusive authority and discretion to accept such sums of money and such other property as shall from time to time be paid or delivered to it pursuant to this Plan and, except to the extent provided in Sections 9.2 and 9.3, to hold, invest, reinvest and distribute the Trust Fund in accordance with the provisions of this Plan and the Trust.

9.2 Investment Funds. The Trust Fund shall consist of separate Investment Funds selected by the Committee. The Committee may, in its discretion, establish additional funds and may terminate any fund from time to time. The Investment Funds may include, but shall not be limited to, collective or commingled trust funds maintained by the Trustee or another bank or trust company acceptable to the Trustee or investment companies regulated under the Investment Company Act of 1940. The Investment Funds may, in whole or in part, be invested in any common, collective, or commingled trust fund maintained by the Trustee or another bank or trust company acceptable to the Trustee, that is invested principally in property of the kind specified for that particular Investment Fund and that is maintained for the investment of the assets of plans and trusts that are qualified under the provision of Section 401(a) of the Code and exempt from Federal taxation under provisions of Section 501(a) of the Code, and during such period of time as an investment through any such medium exists the declaration of trust of such trust shall constitute a part of the Trust. The Plan is intended to be a plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1.

9.3 Investment of Contributions. Each Participant or Former Participant shall direct that his contributions be paid into and invested, in whole percentages, in any one or more of the Investment Funds, provided that the sum of such percentages does not exceed 100 percent (100%). At the time the Participant elects to make contributions to the Plan, he shall file an election with the Committee specifying the investment vehicle or vehicles in which his contributions will be invested. Notwithstanding the foregoing, a Participant may not elect to have more than 25 percent (25%) of any future contributions made to the Plan on his behalf invested in the Common Stock Fund.

9.4 Changes in Investment Elections. A Participant or Former Participant who has elected to have all or part of his Accounts invested in any vehicle maintained in the Investment Fund can change his election on a daily basis and elect to have his Accounts or any future contributions made to the Plan on his behalf, invested in any of the available Investment Funds, with such investment changes to be completed as soon as administratively practicable following the request. Notwithstanding the foregoing, a Participant may not elect to have amounts transferred from any Investment Fund to the AMETEK Common Stock Fund in an amount that would cause the value of his Accounts allocated to the AMETEK Common Stock Fund to exceed 25 percent (25%) of the value of his Accounts allocated to all of the Investment Funds. Whenever amounts have to be transferred because of a change in the Participant's election, the Trustee or the Investment Manager, as the case may be, shall make such transfer as soon as is practicable.

9.5 Common Stock Fund. The Trustee shall invest and reinvest the assets of the Common Stock Fund in the common stock of the Company, par value $1.00 (the "Common Stock"). Any dividends paid with respect to the Common Stock shall be reinvested in additional shares. Shares of Common Stock may be acquired from the Company, from other

shareholders or on the open market; provided, however, that in no event shall the Trustee pay more than fair market value for the Common Stock. Notwithstanding any provision of the Plan or the Trust to the contrary, on all corporate matters requiring shareholder approval, each Participant or Former Participant who has elected to invest part of his Accounts in the Common Stock Fund shall have the right to direct the Trustee how to vote any Common Stock allocated to his Accounts. Prior to the holding of any special or annual meeting of the Company's shareholders, the Committee shall distribute to each Participant or Former Participant all proxy materials and a proxy form of ballot on which the Participant or Former Participant can direct the Trustee as to the voting of shares of Common Stock allocated to his Accounts. Any and all fractional shares of Common Stock allocated to the Participant's or Former Participant's Accounts shall be combined with other fractional shares of other Participants or Former Participants and shall be voted, to the extent possible, to reflect the direction of Participants or Former Participants holding such fractional shares. Shares of Common Stock for which no instructions are received shall be voted, for or against, by the Trustee in the same proportion as the shares for which the Trustee has received instructions from the Participant or Former Participant.

9.6 Appointment of Investment Manager. The Board of Directors may, from time to time, appoint one or more Investment Managers to manage, invest and reinvest the Trust Fund, or such part or parts of the Trust Fund as is specified in such appointment. Any appointment made pursuant to this Section 9.6 may be revoked or modified by the Board of Directors at any time and a new appointment made hereunder.

ARTICLE X

AMENDMENT, TERMINATION OR TRANSFER OF ASSETS

10.1 Amendment or Termination. The Board of Directors, at a regular meeting or by unanimous written consent, may amend, terminate or suspend this Plan at any time or from time to time by an instrument in writing duly executed in the name of the Company and delivered to the Committee; provided, however, that:

(a) No amendment shall provide for the use of the assets of this Plan or any part thereof other than for the exclusive benefit of Participants, Former Participants and Beneficiaries;

(b) The Committee may amend the Plan, without action or approval by the Board of Directors, to modify the maximum percentage of Compensation that may be deferred by Highly Compensated Employees under Section 4.1(b);

(c) No amendment shall deprive any Participant, Former Participant or Beneficiary of any of the benefits that are vested in him or to which he is entitled under this Plan by reason of the prior Years of Service, death, Disability or termination of employment of such Participant or Former Participant; and

(d) Without limiting the generality of the foregoing and notwithstanding anything to the contrary in this Plan contained, this Plan may be amended at any time and from time to time in any respect so as to qualify this Plan as exempt pursuant to Sections 401 and 501(a) of the Code and like provisions of subsequent Revenue Acts, and to comply with the provisions of ERISA, regardless of whether any such amendment may change, alter or amend the relative benefits under this Plan of any Participant, Former Participant or Beneficiary.

10.2 Termination of Plan. This Plan shall cease and come to an end, although the Trust Fund shall continue to be held by the Trustee for distribution in accordance with Section 10.3, if and when

(a) It is declared terminated in a writing executed in the name of the Company and delivered to the Trustees; or

(b) The Company is dissolved or liquidated or disposes of substantially all of its assets without provision for continuation of this Plan by any successor person, firm or corporation.

10.3 Distribution of Assets. Upon termination of this Plan, or complete discontinuance of contributions to this Plan, the proportionate interest of each Participant in the Trust Fund shall become nonforfeitable. Upon partial termination of this Plan the nonforfeitable rights shall be applicable only to the portion of this Plan that is terminated and only to those Participants affected by the partial termination. Except as otherwise provided by ERISA, there shall first be set aside amounts due to Former Participants that were not previously paid pursuant to the provisions of Article VI, and the amount to which any such Former Participants is entitled as hereinabove provided shall be paid to him or his duly designated Beneficiary, as the case may be. The proportionate interest of each Participant in the remaining assets of the Trust Fund shall then be determined in accordance with Sections 5.2 and 5.3 except that the value of such proportionate interest shall be determined as of the date of termination of this Plan. There shall

be paid to each Participant or his duly designated Beneficiary, as the case may be, the benefit thus determined pursuant to this Section 10.3, plus his proportionate share of any earnings thereon, or less his proportionate share of any losses thereon, if applicable. Provision for the payment of benefits pursuant to this Section 10.3 may be made at the direction of the Company, by continuing the Trust Fund in existence and making provision therefrom for benefit distributions in accordance with the terms of this Plan, by immediate and full distribution from the Trust Fund of Participants' Accounts, or by any combination thereof. Notwithstanding the foregoing provisions of this Section 10.3, following the termination of the Plan, a distribution of a Participant's Deferral Election Account shall not occur if the employer establishes or maintains a successor plan (as defined under Code Section 401(k) and the corresponding Treasury regulations).

10.4 Affiliates.

(a) Adoption by Affiliates. Any affiliate may, subject to the approval of the Company, adopt and become a party to this Plan by resolution of its Board of Directors, certified copies of which shall be delivered to the Company, the Committee, the Trustee and the Plan Administrator. The effective date of any such adoption shall be the first day of a calendar month as is fixed in the resolution of adoption.

(b) Withdrawal by Affiliate. Any one or more of the Employers shall be entitled to withdraw from this Plan without the consent or approval of any one or more of the remaining Employers. Any Employer shall be deemed to have withdrawn from this Plan in the event it loses its corporate or other legal existence by dissolution or merger. In the event of such withdrawal from this Plan of an Employer while this Plan continues for any one or more of the other Employers, if the obligations hereunder of the withdrawing Employer are not assumed by any one or more of the remaining Employers, it shall be deemed that this Plan has been terminated with respect to such withdrawing Employer and in such event the Committee or the Trustee, as the case may be, shall perform the acts set forth in Section 10.3 with respect to the part of the Trust Fund representing the Accounts of the Participants, Former Participants employed by the withdrawing Employer; provided, however, that if any Participant of a withdrawing Employer is immediately employed by any other Employer then he shall continue as a Participant under this Plan.

10.5 Amendment to Vesting Schedule. If any amendment changes the method for determining the nonforfeitable percentage of the value of a Participant's Accounts, the Committee shall give written notice thereof, within sixty (60) days of the later of the date on which such amendment was adopted or became effective, to each Participant who has completed three or more Years of Service prior to the sixtieth day following the later of (i) the date he receives notice of such amendment, (ii) the date the amendment is adopted, or (iii) the date the amendment becomes effective. Such Participant may elect to have his nonforfeitable percentage determined without regard to the amendment by filing a written request with the Committee within sixty (60) days of the later of the dates specified in clauses (i), (ii) and (iii) of this Section 10.5. Such election shall be irrevocable.

10.6 Merger of Plan. This Plan shall not be merged or consolidated with, nor shall any assets or liabilities be transferred to, any other plan, unless the benefits payable to each Participant, Former Participant and Beneficiary, if the transferee plan were terminated immediately after such action, would be equal to or greater than the benefits to which he would have been entitled if this Plan had been terminated immediately before such action.

ARTICLE XI

TOP HEAVY PLANS

11.1 Definitions. For purposes of this Article XI, the following definitions shall apply unless the context clearly indicates otherwise:

(a) "Aggregation Group" shall mean a group of plans consisting of all plans of the Company or any Affiliate in which one or more Key Employees are participants, whether or not such plans are terminated and whether or not such plans are sponsored by a corporation, and all other plans maintained by the Company or any Affiliate that enable any plan in which a Key Employee is a participant to comply with the coverage and nondiscrimination requirements of Sections 401(a)(4) or 410 of the Code; and all plans of the Company or an Affiliate that the Company designates as part of the Aggregation Group, provided the resulting Aggregation Group meets the coverage and nondiscrimination requirements of Sections 401(a)(4) and 410 of the Code.

(b) "Determination Date" shall mean the last day of the preceding Plan Year, and in the case of the first Plan Year, the last day of such Plan Year.

(c) "Five Percent Owner" shall mean:

(i) any person who owns, or is considered as owning, within the meaning of Section 318 of the Code, as modified by Section 416 thereof, more than 5 percent (5%) of the outstanding stock of the Company or any Affiliate or more than 5 percent (5%) of the total combined voting power of all of the stock of the Company or any Affiliate; or

(ii) if the Affiliate is not a corporation, any person who owns, or is considered as owning, within the meaning of Section 416 of the Code, more than 5 percent (5%) of the capital or profits of the Affiliate.

For purposes of this Subsection (c), the Company and each Affiliate shall not be treated as a single employer, and a person's ownership interest in the Company or any such Affiliate shall not be aggregated.

(d) "Key Employee" shall mean any individual who is, or was at any time during the Plan Year ending with the Determination Date or any of the four preceding Plan Years (or, effective January 1, 2002, during the Plan Year):

(i) an Officer, but only if the individual's Total Compensation exceeds (A) 50 percent (50%) of the dollar limit set forth in Section 415(b)(1)(A) of the Code, multiplied by the Adjustment Factor, for a Plan Year beginning before January 1, 2002, or (B) the dollar amount in effect under Section 416(i)(1)(A)(i) of the Code for a Plan Year beginning after December 31, 2001;

(ii) for periods prior to January 1, 2002, a Top Ten Owner, but only if the individual's Total Compensation exceeds the dollar limit set forth in Section 415(c)(1)(A) of the Code, as adjusted for increases in the cost-of-living;

(iii) a Five Percent Owner;

(iv) a One Percent Owner whose Total Compensation exceeds $150,000; or

(v) the Beneficiary of any individual described in clauses (i) through (iv) of this Subsection (d).

(e) "Non-Key Employee" shall mean each individual who is an employee of the Company or an Affiliate but who is not a Key Employee.

(f) "Officer" shall mean an individual who is an executive in the regular and continued service of the Company or an Affiliate; provided, however, that the number of employees who are considered Officers for purposes of this Section 11.1 shall not exceed:

(i) three (3), if the number of employees of the Company and Affiliates does not exceed thirty (30);

(ii) 10 percent (10%) of the number of employees of the Company and Affiliates, if the number of employees is more than thirty (30) but less than 500; and

(iii) fifty (50), if the number of employees of the Company and Affiliates is 500 or more.

If the number of Officers exceeds the limits set forth in this Subsection (f), then the Officers having the highest annual Total Compensation among all Officers, during the Plan Year ending with the Determination Date and the four preceding Plan Years, shall be considered Key Employees.

(g) "One Percent Owner" shall have the same meaning as Five Percent Owner, except that "1 percent (1%)" shall be substituted for "5 percent (5%)", wherever the latter term appears in Subsection (c).

(h) "Super Top Heavy Plan" shall have the same meaning as "Top Heavy Plan," except that "90 percent (90%)" shall be substituted for "60 percent (60%)" wherever the latter term appears in Subsection (i).

(i) "Top Heavy Plan" This Plan shall be considered a Top Heavy Plan for any Plan Year, if, as of the Determination Date,

(i) the Plan is not part of an Aggregation Group and the present value of the accrued benefits of Key Employees participating in the Plan exceeds 60 percent (60%) of the present value of the cumulative accrued benefits of all Participants in the Plan, or

(ii) the Plan is part of an Aggregation Group and the present value of the account balances and accrued benefits of Key Employees participating in the Aggregation Group exceeds 60 percent (60%) of the present value of the cumulative account balances and accrued benefits of all participating employees in the Aggregation Group, as computed in each case in accordance with Section 416 of the Code.

For purposes of this Subsection (i), a Participant's accrued benefit or account balance shall not include any tax free rollover (as described in Section 402(a)(5)(A) or Section 408(d)(3) of the Code) or plan-to-plan transfer that (A) is made from the Plan (or, if applicable, plans that are part of the Aggregation Group) if the plan to which the tax free rollover or plan-to-plan transfer is made is an employee benefit plan that is maintained by the Company or an Affiliate and the tax free rollover or plan-to-plan transfer is not initiated by the Participant or (B) is made to any plan that is part of the Aggregation Group if the plan from which the tax free rollover or plan-to-plan transfer is made is an employee benefit plan that is not maintained by the Company or an Affiliate and the tax free rollover or plan-to-plan transfer is initiated by the Participant.

The present value of the cumulative account balances or accrued benefit of any Participant or Former Participant shall also include any distributions from the Plan (or, if applicable, from any plan in the Aggregation Group), including any terminated plan that would have been aggregated with the Plan under Section 416(g)(2)(A)(i) had it not been terminated, made to the Participant or Former Participant or his Beneficiary during the Plan Year ending with the Determination Date (effective January 1, 2002) and, the case of a distribution made for a reason other than a separation from service, death, or disability, any of the four preceding Plan Years.

Solely for purposes of determining if the Plan, or any other plan included in a required Aggregation Group of which this Plan is a part, is Top-Heavy, the accrued benefit of a Non-Key Employee shall be determined under the method, if any, that uniformly applies for accrual purposes under all plans maintained by Affiliates, or if there is no such method, as if such benefit accrued not more rapidly than the shortest accrual rate permitted under the fractional accrual rule of Section 411(b)(1)(C) of the Code.

If an individual is not a Key Employee but was a Key Employee in a prior year or if any individual has not performed services for the Employer at any time during the five-year period (or, effective January 1, 2002, the one-year period) ending on the Determination Date, any Accrued Benefit for such individual shall not be taken into account in determining the Top-Heavy status of the Plan.

(j) "Top Ten Owner" shall mean one of the ten employees owning, or considered as owning, within the meaning of Section 318 of the Code, the greatest interest in the Company or an Affiliate, but only if such employee owns at least a 0.5 percent (0.5%) interest in the Company or the Affiliate. For purposes of this Subsection (j), if two employees have the same ownership interest in the Company or the Affiliate, the employee with the greater Total Compensation shall be considered as owning the larger interest in the Company or the Affiliate.

(k) "Total Compensation" shall mean the Employee's `compensation' as defined in Subsection 5.5(d).

11.2 Minimum Contributions. For each Plan Year during which the Plan is a Top Heavy Plan, the amount of Employer Contributions allocated to the Matching Contribution Account of each Non-Key Employee who has satisfied the eligibility requirements of Article II (other than the requirements of Section 2.4) and who is still in the service of the Employer as of the last day of the Plan Year, shall be an amount at least equal to the lesser of:

(a) 3% of the Non-Key Employee's Total Compensation for the Plan Year; or

(b) a percentage that is equal to the highest percentage of Total Compensation contributed by the Employer on behalf of any Key Employee (including amounts allocated to the Deferral Account of such Key Employee under Section 4.2(a)).

The amount the Employer is required to contribute on behalf of each Non-Key Employee pursuant to this Section 11.2 shall be reduced by the amount of any Employer Contribution made on behalf of such Non-Key Employee with respect to such Plan Year pursuant to the provisions of this Plan or any contribution (other than an elective deferral) to other defined contribution plan maintained by the Employer.

11.3 Coordination with Defined Benefit Plan. In the event that a Non-Key Employee who is entitled to receive a contribution under Section 11.2 is also entitled to receive a minimum benefit pursuant to Section 416 of the Code under a defined benefit pension plan maintained by the Employer, and the Non-Key Employee does not accrue a benefit under such defined benefit pension plan that, together with the Non-Key Employee's minimum contribution provided under Section 11.2 hereof, satisfies the requirements of Section 416 of the Code, the amount of Employer Matching Contributions allocated to the Employer Matching Contribution Account of such Non-Key Employee shall equal the lesser of:

(a) 5 percent (5%) of the Non-Key Employee's Total Compensation for the Plan Year; or

(b) the percentage necessary in order that the Non-Key Employee receive the minimum combined benefits under this Plan and such benefit pension plan to which he is entitled under Section 416 of the Code.

Notwithstanding the foregoing, the amount allocated to the Employer Contribution Account of each Non-Key Employee shall be reduced by the amount of any Employer Contribution made on behalf of such Non-Key Employee with respect to such Plan Year pursuant to Section 11.2 or any other provision of this Plan or any other defined contribution plan maintained by the Employer.

ARTICLE XII

MISCELLANEOUS

12.1 No Rights Implied. Nothing herein contained shall be deemed to give any Participant, Former Participant or Beneficiary an interest in any specific property of this Plan or of the Trust Fund or any interest other than his right to receive payment in accordance with the provisions of this Plan.

12.2 Assignment and Alienation. The interest in this Plan of a Participant, Former Participant or Beneficiary shall not be subject to assignment or transfer or otherwise be alienable either by voluntary or involuntary act of such person, or by operation of law, nor shall it be subject to attachment, execution, garnishment, sequestration or other seizure under any legal, equitable or other process other than pursuant to the terms of a Qualified Domestic Relations Order (pursuant to Section 6.7), in satisfaction of a federal tax levy or in accordance with certain judgments and settlements as set forth in Section 401(a)(13)(C) of the Code. If any Participant, Former Participant or Beneficiary shall attempt to or shall alienate, sell, transfer, pledge or otherwise encumber any amount to which he is or might become entitled, or if by reason of the bankruptcy or insolvency of any such person or the issuance of any garnishment,

writ of execution or other court process, or other event happening at any time, any amount otherwise payable hereunder to such person should devolve upon anyone else or would not be enjoyed by him, the Committee, in its absolute discretion, may terminate such interest and may hold or apply it to or for the benefit of such Participant, Former Participant or Beneficiary, or as the case may be, the spouse, children or other dependents of such person, in such manner as the Committee may deem proper.

12.3 No Diversion of Trust Assets. Anything contained in this Plan to the contrary notwithstanding, it shall be impossible at any time for any part of the corpus or income of the Trust Fund or of any segregated share of the assets of this Plan to be used for or diverted to purposes other than for the exclusive benefit of Participants, Former Participants or Beneficiaries, and no part thereof shall ever revert to the Company or any of the Employers.

12.4 Exclusive Benefit. This Plan is created for the exclusive benefit of Participants, Former Participants and Beneficiaries and shall be interpreted in a manner consistent with its being an employees' trust as defined in Section 401 of the Code.

12.5 No Employment Contract. This Plan shall not be construed as creating any contract of employment between the Employer and any Employee; and the Employer shall have the same control over its employees as though this Plan had never been executed.

12.6 Fiduciaries. Any person or group of persons may serve in more than one fiduciary capacity with respect to this Plan.

12.7 Incapacity. In the event that the Committee finds that any Participant, Former Participant or Beneficiary is unable to care for his affairs due to illness or accident, any payments due to such Participant, Former Participant or Beneficiary under this Plan may be made to his duly appointed legal representative. The Committee may, in its discretion, make such payments to a child, parent or spouse of such Participant, Former Participant or Beneficiary, or to any other person with whom he resides or who is charged with his care. Any payment or payments so made shall be in complete discharge of the liability under this Plan therefor.

12.8 Governing Law. This Plan shall be construed according to the laws of the Commonwealth of Pennsylvania, where it is made and where it shall be enforced, except to the extent such laws have been superseded by ERISA.

IN WITNESS WHEREOF, AMETEK has caused these presents to be executed, in its corporate name, by its duly authorized officer on this 22nd day of January, 2003.

AMETEK, Inc.

By: /s/ John J. Molinelli

AMETEK, Inc.

By: /s/ Donna F. Winquist

Attest:

Kathryn E. Londra
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(SEAL)

EXHIBIT 10.2

EMPLOYEES' RETIREMENT PLAN
OF AMETEK, INC.
Amended and Restated Effective January 1, 2002

WHEREAS, effective December 29, 1942, the Employees' Retirement Plan of AMETEK, Inc. (hereinafter referred to as the "Plan"), was established by AMETEK, Inc. (hereinafter the "Company");

WHEREAS, Section 9.2 of the Plan provides that the Company may amend the Plan at any time, or from time to time;

WHEREAS, the Plan has been amended from time to time, most recently, effective January 1, 2001, to comply with the requirements of the Retirement Protection Act of 1994, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998, the Community Renewal Tax Relief Act of 2000, and certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001;

WHEREAS, the Company desires to amend and restate the Plan in its entirety to revise the Plan to reflect changes made by applicable labor agreements and to comply with the requirements of recent law.

NOW, THEREFORE, the Plan is hereby restated as follows:

FIRST: The Plan is hereby restated to read in its entirety as set forth herein, effective January 1, 2002, except as otherwise specified herein. To the extent that an earlier effective date of a Plan provision is required by applicable law, the provision shall be effective as of such earlier date. Otherwise, the provisions of the Plan, as restated, shall apply only to an Employee who performs an hour of service on or after January 1, 2002.

SECOND: The provisions of the Plan as heretofore in effect shall continue to be applicable to all persons who retired or otherwise terminated their employment prior to January 1, 2002.

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ARTICLE I

DEFINITIONS AND CONSTRUCTION

The following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise:

1.1. "Accrued Annual Pension" at Normal Retirement Date (or projected to Normal Retirement Date) shall mean, with respect to any Participant or Former Participant, an amount equal to 102% of the sum of:

(a) Thirty-two percent (32%) of the Participant's or Former Participant's Average Annual Compensation not in excess of his Covered Compensation, plus forty percent (40%) of his Average Annual Compensation in excess of his Covered Compensation, with such sum multiplied in the case of a Participant or Former Participant whose Credited Service is less than 15 years at Normal Retirement Date (or whose Credited Service at his Normal Retirement Date shall be less than 15 years if he continues to be an Employee to such date) by the ratio that the number of years of Credited Service at his Normal Retirement Date (or the number of years of Credited Service which he would have at his Normal Retirement Date if he continues to be an Employee until such date) bears to 15 (but in no event more than one); and

(b) For retirements on and after January 1, 1990, one-half of one percent (0.5%) of such Participant's or Former Participant's Average Annual Compensation multiplied by the number of years of Credited Service at Normal Retirement Date (or the number of years of Credited Service he shall have at his Normal Retirement Date if he continues to be an Employee until such date) that are in excess of 15 years but not in excess of 25 years.

If a Participant continues to be an Employee past his Normal Retirement Date, his Accrued Annual Pension as of his Deferred Retirement Date or Mandatory Distribution Date shall be recomputed under the preceding sentence (i) by substituting his Deferred Retirement Date or Mandatory Distribution Date, as the case may be, for his Normal Retirement Date and (ii) by taking into account all years of Credited Service through his Deferred Retirement Date or Mandatory Distribution Date.

If a Participant's or Former Participant's Accrued Annual Pension is being computed as of a date prior to his Normal Retirement Date, the Accrued Annual Pension shall be that portion of the amount determined under the first sentence of this Section 1.1 as the number of years of the Participant's or Former Participant's Credited Service on his Severance From Service Date bears to the Credited Service that he shall have had at his Normal Retirement Date if he continues to be an Employee until such date. In no event shall the Accrued Annual Pension of any Participant or Former Participant be less than 102% of the product of $192 multiplied by the number of his years of Credited Service. For purposes of this Section 1.1 a Participant's or Former Participant's years

of Credited Service shall include whole years and fractions thereof, as determined in accordance with Article III.

Notwithstanding the foregoing, each Section 401(a)(17) Employee's Accrued Annual Pension under this Plan shall be the greater of the Accrued Annual Pension determined for the Participant under (c) or (d) below:

(c) The Participant's Accrued Annual Pension determined in accordance with the terms of the Plan in effect on or after January 1, 1994, taking into account the Participant's total years of Credited Service; or

(d) The sum of:

(i) The Participant's Accrued Annual Pension as of December 31, 1993, frozen in accordance with Section 1.401(a)(4)-(13) of the Regulations, multiplied by a fraction (not less than 1) the numerator of which is the Average Annual Compensation of the Participant for the Plan Year in which the determination is being made (as limited by Section 401(a)(17)), using the same definition and compensation formula in effect as of December 31, 1993, and the denominator of which is the Participant's Average Annual Compensation as of December 31, 1993, using the definition and compensation formula in effect as of December 31, 1993; and

(ii) The Participant's Accrued Annual Pension determined in accordance with the terms of the Plan in effect on or after January 1, 1994, taking into account only the Participant's years of Credited Service earned on or after January 1, 1994.

Notwithstanding the foregoing, each section 401(a)(17) Employee's Accrued Annual Pension under this Plan shall be limited to an amount equal to the Accrued Annual Pension determined in accordance with the terms of the Plan applicable to Participants who are not Section 401(a)(17) Employees, and based on Average Annual Compensation calculated pursuant to the requirements of Section 401(a)(17) of the Code as in effect as of December 31, 1993.

A Section 401(a)(17) Employee means an Employee whose current Accrued Annual Pension as of any determination date on or after January 1, 1994, is based in whole or in part on compensation for a plan year, prior to January 1, 1994, that exceeded $150,000.

1.2. "Actuarial Equivalent" shall mean equality in value of the aggregate sums to be received under different forms of payment or at different times, or both, under the Plan, determined using the UP-1984 Mortality Table, unrated for the Pensioner and set back three years for any co-pensioner, and 8% interest, compounded annually. Notwithstanding the foregoing, solely for the purposes of Option 3 of Subsection 5.3(a),

the Actuarial Equivalent reduced pension shall be equal to the pension benefit payable pursuant to Article IV divided by 1.02. Notwithstanding the foregoing, effective December 1, 1996, in the case of a lump sum distribution pursuant to Section 4.5(d) or an involuntary lump sum payment pursuant to Section 4.4(e), the single sum present value shall be calculated using the applicable mortality table promulgated under Code Section 417(e)(3) as in effect on the first day of the Plan Year and the applicable interest rate promulgated under Code Section 417(e)(3) for the fourth calendar month preceding the first day of the plan quarter during which the Pension Commencement Date occurs. For distributions occurring after December 30, 2002, the applicable mortality table shall be the mortality table specified by the Internal Revenue Service pursuant to Code Section 417(e)(3)(a)(ii)(I).

1.3. "Actuary" shall mean the actuarial firm appointed by the Company pursuant to Subsection 7.7(b).

1.4. "Adjustment Factor" shall mean the cost-of-living adjustment factor prescribed by the Secretary of the Treasury under Code Section 415(d), as applied for years beginning after December 31, 1987 and as applied to such items and in such manner as the Secretary shall provide; provided, however, that such adjusted dollar limit shall not become effective, for purposes of this Plan, for years ending prior to the calendar year for which such adjustment is announced.

1.5. "Affiliated Company" shall mean any other corporation that is, along with the Company, a member of a controlled group of corporations (as defined in Code Section 414(b)); any other trade or business (whether or not incorporated) which, along with the Company, is under common control (as defined in Code Section 414(c)), or any other trade or business which is a member of an "affiliated service group" (as such term is defined in Section 414(m) of the Code or in regulations under Section 414(o) of the Code) of which the Company is also a member.

1.6. "Average Annual Compensation" shall mean the highest average annual Compensation paid a Participant by the Employer in any five consecutive Plan Years during the last ten consecutive Plan Years immediately prior to his actual date of retirement (in the event of retirement pursuant to Section 4.1 or Section 4.2), the date of his becoming disabled (in the event of retirement pursuant to Section 4.3), or the date his service terminates (in the case of a Participant entitled to a deferred vested pension benefit pursuant to Section 4.4 or 10.2), as the case may be. For purposes of determining Average Annual Compensation, (i) the year in which a Participant retires, becomes disabled or terminates, as the case may be, shall be included among the last ten consecutive Plan Years, and (ii) any Plan Year in which the Participant is paid or entitled to payment of Compensation for less than nine full calendar months shall be disregarded and the Plan Years immediately preceding or subsequent to any Plan Year or series of years which is so disregarded shall be deemed to be consecutive to each other.

1.7. "Beneficiary" shall mean the person or persons designated by a

Participant or Former Participant in accordance with Section 5.8, as the person or persons entitled to receive upon his death any benefit under the provisions of this Plan.

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

1.9. "Committee" shall mean the Employees' Retirement Plan of AMETEK, Inc. Administrative Committee as appointed and serving pursuant to Article VIII.

1.10. "Company" shall mean AMETEK, Inc., a Delaware corporation, and any successor corporation or corporations.

1.1 "Compensation" shall mean an Employee's fixed salary, base pay, and commissions paid, severance benefits paid (except if paid in lump sum), bonuses accrued (whether or not paid), overtime paid to the Employee during the Plan Year in consideration for his personal services actually rendered to the Employer and settlement awards classified as back pay. Compensation shall not include awards, gifts, loans, fees, insurance and pension benefits, imputed income (resulting from the purchase of more than $50,000 of group term life insurance), personal use of company car, amounts included received by an Employee in lieu of benefits under the Company's flexible benefits program, stock or stock options, stock appreciation rights whether distributed in stock or cash or in kind, lump sum severance benefits and any and all other forms of deferred benefits; provided, however, that any amount which the Employer may contribute on behalf of any Employee who is also a participant in the AMETEK Retirement and Savings Plan or the AMETEK, Inc. Flexible Benefits Plan pursuant to such Employee's election to reduce his salary and, effective for Plan Years beginning on or after January 1, 2001, any compensation reduction amounts pursuant to Section 132(f)(4) of the Code, shall be deemed to be a part of such Employee's Compensation for purposes of this Plan. Notwithstanding the above, Compensation for any Plan Year shall not exceed the dollar limitation applicable under Section 401(a)(17) of the Code (effective January 1, 2002, $200,000) as adjusted in accordance with Code section 401(a)(17)(B) (the "Section 401(a)(17) Compensation Limit"). Except as provided below, the Section 401(a)(17) Compensation Limit in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (the "determination period") and which begins in such calendar year.

For purposes of determining the Compensation of an Employee who completes an Hour of Service on or after January 1, 2002, the Section 401(a)(17) Compensation Limit for any determination period beginning before January 1, 2002 shall be the Section 401(a)(17) Compensation Limit for the 2002 calendar year ($200,000). If a determination period consists of fewer than 12 months, the Section 401(a)(17) Compensation Limit shall 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.

1.11. "Covered Compensation" for a Plan Year, with respect to any Participant or Former Participant, shall mean the average (without indexing subsequent to his last

Severance From Service Date) of the taxable wage bases in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which such Participant or Former Participant attains (or shall attain) Social Security Retirement Age, rounded to the nearest whole multiple of $600.

1.12. "Credited Service" shall have the meaning set forth in Section 3.1.

1.13. "Deferred Retirement Date" shall have the meaning set forth in Subsection 4.1(a).

1.14. "Disability Retirement Date" shall have the meaning set forth in Subsection 4.3(a).

1.15. "Early Retirement Date" shall have the meaning set forth in Subsection 4.2(a).

1.16. "Eligible Spouse" shall mean the spouse of a Participant or Former Participant to whom such Participant or Former Participant is married at his Pension Commencement Date. However, if such Participant or Former Participant dies prior to his Pension Commencement Date, "Eligible Spouse" shall mean the spouse to whom he is married for at least one year at the date of his death. A former spouse shall be treated as an Eligible Spouse to the extent required under a Qualified Domestic Relations order.

1.17. "Employee" shall mean each person who is included on a salaried payroll of the Employer and who receives Compensation from the Employer that is subject to withholding for United States federal income tax purposes; provided, however, that (a) any person employed at the Dixson Division, (b) any person whose date of hire is on and after January 1, 1997 or who returns to employment with the Employer or Affiliated Company following a Severance From Service Date occurring on and after January 1, 1997, or (c) any person who provides services to the Employer solely for special projects or while he is pursuing full-time high school, secondary or graduate education, shall not be eligible to participate in the Plan.

Solely for purposes of calculating eligibility and vesting service under the Plan, "Employee" shall include any person who is employed by an Employer or an Affiliated Company. A person who is not otherwise employed by an Employer or Affiliated Company shall be deemed to be employed by any such company if he is a "leased employee" with respect to whose services such Employer or Affiliated Company is the recipient, within the meaning of section 414(n) or 414(o) of the Code, but to whom Code section 414(n)(5) does not apply; provided, however that any person who is an Employee solely by reason of being a "leased employee" as defined under section 414(n) or 414(o) of the Code shall not be eligible to participate in the Plan. For this purpose, the term "leased employee" means, effective Plan Years beginning after December 31, 1996, any person who is not an employee of the recipient and who provides services to the recipient if (a) such services are provided pursuant to an agreement between the recipient and any other person, (b) such person has performed

such services for the recipient (or for the recipient and related persons) on a substantially full-time basis for a period of at least one year, and (c) such services are performed under the primary direction or control by the recipient.

Notwithstanding the foregoing, "Employee" shall not include any person who is classified as an independent contractor or otherwise as a person who is not treated as an employee for purposes of withholding federal employment taxes, regardless of any contrary governmental or judicial determination relating to such employment status or tax withholding obligation. If a person described in clause (c) of the preceding sentence is subsequently reclassified as, or determined to be, an employee by the Internal Revenue Service, any other governmental agency or authority, or a court, or if an Employer or Affiliated Company is required to reclassify such an individual as an employee as a result of such reclassification or determination (including any reclassification by an Employer or Affiliated Company in settlement of any claim or action relating to such individual's employment status), such individual shall not become eligible to become a Participant in this Plan by reason of such reclassification or determination.

1.18. "Employer" shall mean the Company and any Affiliated Company that adopts this Plan and joins in the corresponding Trust with the consent of the Board of Directors of the Company. An Affiliated Company shall be considered an Employer only with respect to such period as the Affiliated Company participates in the Plan for the benefit of its Employees.

1.19. "Employment Commencement Date" shall mean the date on which an Employee first performs an Hour of Service, or the date following a One Year Period of Severance which is treated as the Employee's new Employment Commencement Date pursuant to Section 2.4, as the case may be.

1.20. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.21. "Former Participant" shall mean a person who has ceased to be a Participant, but who is entitled to immediate or deferred benefits under this Plan.

1.21A "Highly Compensated Employee" shall mean any Employee who performed services for the Employer or an Affiliated Company during the Plan Year for which a determination is being made (the "Determination Year") and who

(a) was, at any time in the Determination Year or the immediately preceding Determination Year, a five-percent (5%) owner, as defined in Section 416(i) of the Code; or

(b) for the immediately preceding Determination Year, received Compensation from the Employer or an Affiliated Company in excess of $80,000, as adjusted by the Secretary of the Treasury in accordance with Section 414(q) of the Code.

1.22. "Hour of Service" shall mean:

(a) Each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer or an Affiliated Company for the performance of duties, such hours to be credited to him for the calendar month in which the duties were performed;

(b) Each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer or an Affiliated Company, with such hours to be credited to the Employee for the calendar month or months to which the award or agreement pertains rather than the calendar month in which the award, agreement or payment is made; and

(c) Each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer or an Affiliated Company on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), jury duty, or any other cause.

(d) Effective December 12, 1994, each hour during any period of Qualified Military Service that would have constituted part of the Employee's customary work week if he had remained actively employed in the position he held immediately prior to the beginning of the period of Qualified Military Service.

Notwithstanding anything to the contrary contained in this Section 1.23, an Employee shall not be credited with Hours of Service on account of payments made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation or unemployment compensation or disability insurance laws or which solely reimburse an Employee for medical or medically related expenses incurred by the Employee.

1.23. "Investment Manager" shall mean the investment manager or managers, if any, appointed by the Company pursuant to Subsection 7.7(c).

1.24. "Limitation Year" shall mean the calendar year.

1.25. "Mandatory Distribution Date" shall mean:

(a) For Plan Years Commencing Before January 1, 2002. For Plan Years beginning prior to January 1, 2002, the April 1 of the calendar year following the calendar year in which the Participant or Former Participant attains age 70 1/2. If benefits have commenced pursuant to this Section 1.25 to a Participant or Former Participant prior to December 31, 2001, the Participant or Former Participant shall continue receiving benefits, regardless of whether he continues to be employed by the Employer or an Affiliated Company after such date.

(b) For Plan Years Commencing After December 31, 2001. For Plan

Years beginning after December 31, 2001, the April 1 of the calendar year following the later of (i) the calendar year in which the Participant or Former Participant attains age 70 1/2 or (ii) in the case of a Participant or Former Participant who is not a 5% owner (within the meaning of Section 416(i) of the Code) with respect to the Plan Year ending in the calendar year in which the Participant or Former Participant attains age 70 1/2, the calendar year in which the Participant or Former Participant retires.

The Participant's benefit commencing as of the date described in this paragraph shall include, for any Participant whose Mandatory Distribution Date is April 1 of the calendar year following the year in which he terminates employment, an Actuarial Equivalent adjustment to reflect commencement of payments after April 1 following the calendar year in which he attained age 70 1/2. The Actuarial Equivalent adjustment described in the preceding sentence for any year shall reduce (but not below zero) any increase in the Participant's Accrued Annual Pension for that year attributable to additional Compensation and years of Credited Service.

1.26. "Normal Retirement Age" shall mean the later of a Participant's or Former Participant's 65th birthday or the date an Employee completes at least 5 years of Credited Service.

1.27. "Normal Retirement Date" shall mean the first day of the month following or coincident with the Participant's or Former Participant's attainment of Normal Retirement Age.

1.28. "One Year Period of Severance" shall mean a period occurring when an Employee does not complete an Hour of Service within the twelve consecutive month period beginning on his Severance From Service Date, or any anniversary thereof.

1.29. "Participant" shall mean an Employee eligible to participate in the Plan in accordance with Article II.

1.30. "Pension Commencement Date" shall mean the first day of the first period for which a pension is payable as an annuity pursuant to the provisions of Article IV and, in the case of any benefit not payable in the form of an annuity, the first day on which all events have occurred entitling the Participant, Former Participant or Eligible Spouse to such benefit; provided, however, that in the case of a Pensioner who is receiving a disability retirement pension which pension ceases prior to the Participant's Normal Retirement Date, his Disability Retirement Date shall be disregarded in determining his Pension Commencement Date.

1.31. "Pensioner" shall mean a Former Participant who is receiving benefits under the provisions of this Plan.

1.32. "Period of Severance" shall mean the period commencing on an Employee's Severance from Service Date and ending on the date he first again performs an Hour of Service.

1.33. "Plan" shall mean this Employees' Retirement Plan of AMETEK, Inc., as embodied herein and as amended from time to time.

1.34. "Plan Administrator" shall mean the person, group of persons, firm or corporation serving as plan administrator pursuant to Section 8.11.

1.35. "Plan Year" shall mean the calendar year.

1.36. "Qualified Domestic Relations Order" shall mean a judgment, decree or order (including approval of a property settlement agreement) made pursuant to a state domestic relations law (including a community property law) that:

(a) Relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of a Participant or Former Participant (the "Alternate Payee");

(b) Creates or recognizes the existence of the Alternate Payee's right to, or assigns to the Alternate Payee the right to receive all or a portion of the benefits payable to a Participant or Former Participant under this Plan;

(c) Specifies (i) the name and last known mailing address (if any) of the Participant or Former Participant and each Alternate Payee covered by the order, (ii) the amount or percentage of the Participant's or Former Participant's Plan benefits to be paid to the Alternate Payee, or the manner in which such amount or percentage is to be determined, and (iii) the number of payments or the period to which the order applies and each plan to which the order relates; and

(d) Does not require the Plan to (i) provide any type or form of benefit, or any option not otherwise provided under the Plan, (ii) provide increased benefits, or (iii) pay benefits to the Alternate Payee that are payable under a prior Qualified Domestic Relations Order. Notwithstanding the foregoing, a Qualified Domestic Relations Order may provide that distribution commence as soon as administratively practicable following its determination as a Qualified Domestic Relations Order regardless of whether the Participant or Former Participant has incurred a Severance From Service Date, if the Order directs (A) that the payment of the benefits be determined as if the Participant or Former Participant had retired on the date on which payment is to begin under such order, taking into account only the Participant's or Former Participant's Accrued Annual Pension as of such date, and (B) that the payment be made in a form in which such benefits may be paid under the Plan to the Participant or Former Participant other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his subsequent spouse, subject to any restrictions that may be prescribed by Treasury regulations issued under Section 401(a)(9) of the Code.

1.37. "Qualified Joint and Survivor Annuity" shall mean a reduced pension for the life of the Participant or Former Participant with a survivor annuity for the life of his Eligible Spouse which is one-half of the amount of the annuity payable during their joint lives and shall be the Actuarial Equivalent of the pension benefit payable to him

pursuant to Article IV; provided, however, that, if the Participant or Former Participant dies prior to his Pension Commencement Date but after electing a 100% joint and survivor annuity with his Eligible Spouse pursuant to Section 5.3, such 100% joint and survivor annuity shall be substituted for the 50% joint and survivor annuity described above for purposes of determining death benefits payable pursuant to Subsections 4.5(a), (b) or (c).

1.38. "Qualified Military Service" shall mean any service in the uniformed services (as defined in chapter 43 of title 38, United States Code) where the Participant's right to reemployment is protected by law and shall apply to reemployments on or after December 12, 1994. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service shall be provided in accordance Section 414(u) of the Code.

1.39. "Severance From Service Date" shall have the meaning set forth in Section 3.2.

1.40. "Social Security Retirement Age" shall mean (a) age 65 if the Participant or Former Participant attains age 62 before January 1, 2000, (b) age 66 if the Participant or Former Participant attains age 62 after December 31, 1999 and before January 1, 2017 and (c) age 67 if the Participant or Former Participant attains age 62 after December 31, 2016.

1.41. "Survivor Annuity Election Period" shall mean, with respect to each Participant or Former Participant, the 90-day period ending on his Pension Commencement Date.

1.42. "Trust" shall mean the agreement of trust entered into between the Company and the Trustee, together with all amendments thereto and agreements in substitution therefor.

1.43. "Trust Fund" shall mean the assets held by the Trustee for the benefit of participants, Former Participants entitled to benefits, Pensioners and Beneficiaries under this Plan.

1.44. "Trustee" shall mean the trustee or trustees appointed by the Company pursuant to Subsection 7.7(a), and any successor Trustee.

Except when otherwise indicated by the context, any masculine terminology used herein also includes the feminine and neuter, and vice versa, and the definition of any term herein in the singular shall also include the plural, and vice versa. The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or section. All references to Articles and Sections shall mean and refer to Articles and Sections contained in this Plan, unless otherwise indicated.

In determining time periods within which an event or action is to take place for

purposes of the Plan, no fraction of a day shall be considered and any act, the performance of which would fall on a Saturday, Sunday, holiday or other non-business day, may be performed on the next following business day.

It is the intention of the Employer that the Plan be qualified under the provisions of Sections 401(a) and 501(a) of the Code and under ERISA, and all provisions of this Plan shall be construed and interpreted in light of that intention.

The titles and headings of Articles and Sections are intended for convenience of reference only and are not to be considered in construction of the provisions hereof.

ARTICLE II

PARTICIPATION

2.1. Participation as of January 1, 2002. Subject to Section 2.3, each Employee who was eligible to participate in the Plan as of December 31, 2001 shall be a Participant in the Plan as of January 1, 2002, provided he is still an Employee as of such date.

2.2. Other Employees. Subject to Section 2.3, any Employee, who is hired by the Employer or an Affiliated Company prior to January 1, 2002 and not referred to in Section 2.1 shall become a Participant on the January 1st or July 1st next following the date on which:

(a) the Employee has attained age 21, and

(b) completed one year of Credited Service taking into consideration the provisions of Article VI;

provided, that such person is an Employee as of such January 1st or July 1st, as the case may be.

2.3. Employees Not Eligible to Participate. Notwithstanding any other provision of the Plan to the contrary, an Employee shall not be eligible to participate in the Plan if he is a participant in, eligible to participate in, or covered by any other pension, stock bonus or profit sharing plan (effective September 1, 1997, including participation as a Retirement Participant, but not including participation as a Participant, in the AMETEK Retirement and Savings Plan) which is qualified under the provisions of Section 401(a) of the Code and which is maintained by the Employer or to which the Employer contributes.

2.4. Participation - One Year Period of Severance. If an individual is reemployed as an Employee after he incurs a One Year Period of Severance and:

(a) the Credited Service earned by the individual prior to his Severance from Service Date is disregarded pursuant to Section 3.6, he shall be deemed a new Employee and he shall not qualify for participation in this Plan.

(b) the Credited Service earned by the individual prior to his Severance from Service Date is restored pursuant to Section 3.6, he shall qualify for participation in this Plan on the date he again becomes an Employee, subject to Section 2.3, provided that he completes a year of Credited Service after he is reemployed in the one year period beginning with the first date following his Severance From Service Date on which he performs an Hour of Service.

2.5. Transfer of Employment. If an Employee would be a Participant but for his being a participant in, eligible to participate in, or covered by, any other pension, stock bonus or profit sharing plan (including participation as a Retirement Participant, but not including participation as a Participant, in the AMETEK Retirement and Savings Plan) which is qualified under the provisions of Section 401(a) of the Code and which is maintained by the Employer or to which the Employer contributes, he shall immediately become a Participant in this Plan on the first day he ceases being a participant in, eligible to participate in, or covered by such other qualified plan, provided he is still an Employee on such date.

2.6. Termination of Participation. A Participant shall cease to be a Participant as of the earliest of (a) the date he ceases to be an Employee, (b) the date he becomes a participant in, eligible to participate in, or in a category of employees covered by, any other pension, stock bonus or profit-sharing plan (other than as a Participant, but not a Retirement Participant in the AMETEK Retirement and Savings Plan) which is qualified under the provisions of Section 401(a) of the Code and which is maintained by the Employer or to which the Employer contributes, or (c) his Severance From Service Date, and he shall be entitled to such benefits, if any, as he is entitled to under this Plan based upon his Credited Service and Accrued Annual Pension as of the date he ceases to be a Participant.

2.7. Participant Information. The Employer shall from time to time furnish the Committee with relevant information with regard to the Employees eligible for participation in this Plan, including, without limitation, information as to their names, dates of birth, Employment Commencement Dates, compensation and periods of service. The Committee shall rely upon such information and shall be under no obligation to make inquiry with regard to the accuracy thereof.

ARTICLE III

SERVICE

3.1. Credited Service. A Participant's Credited Service shall equal the total number of years of service and fractions thereof, rendered as an Employee (other than an Employee who is ineligible to participate pursuant to Section 2.3) during the period between his Employment Commencement Date and his last Severance From Service Date, subject to the other provisions of this Article III and Article VI.

3.2. Severance From Service Date.

(a) Severance From Service Date - Defined. An Employee's service with the Employer and all Affiliated Companies shall be deemed severed on the earlier of:

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

(ii) the later of

(A) the first anniversary of the first date of a period during which the Employee remains absent from service with the Employer and all Affiliated Companies, either with or without pay, for any reason other than those set forth in clause (i) of this Subsection (a); or

(B) the second anniversary of the first date of a period of absence from service with the Employer and all Affiliated Companies, for reasons of (1) the pregnancy of the Employee, (2) the birth of the Employee's child, (3) the placement of a child with the Employee in connection with the adoption of such child by such Employee or (4) caring for such child for a period beginning immediately following such birth or placement;

which date shall be known as his Severance From Service Date. In order for an absence to be considered as on account of the reasons described in Subsection (a)(ii)(B), an Employee shall provide the Plan Administrator information establishing (I) that the absence from work is for reasons set forth in Subsection (a)(ii)(B), and (II) the number of days for which there was such an absence. Nothing in this Section 3.2 shall be construed as expanding or amending any maternity or paternity leave policy of the Employer or an Affiliated Company.

(b) Special Rule for Maternity Leave. Notwithstanding anything to the

contrary contained in this Section 3.2, if an Employee is continuously absent from service with the Employer and all Affiliated Companies for more than one year for a reason described in Subsection 3.2(a)(ii)(B), the period between the first and second anniversaries of the Employee's first date of absence shall not be a One Year Period of Severance but shall not be treated as Credited Service for any purpose under this Plan.

3.3. Absence of Less than Twelve Months.

(a) Return Within Twelve Months - General. If a Participant's or Former Participant's service with the Employer and all Affiliated Companies is severed pursuant to Subsection 3.2(a)(i) but he again performs an Hour of Service within twelve months of his Severance From Service Date, the intervening Period of Severance shall be deemed Credited Service.

(b) Special Rule. Notwithstanding Subsection (a), if during an absence from service of twelve months or less, a Participant's or Former Participant's service with the Employer and all Affiliated Companies is severed pursuant to Subsection 3.2(a)(i) the Period of Severance beginning on his Severance From Service Date shall be deemed Credited Service only if he again performs an Hour of Service within twelve months from the date he was first absent from service.

3.4. Absence of More than Twelve Months. A Participant shall not be granted Credited Service for any purpose under this Plan, from his Severance From Service Date to the first date, if any, on which he again completes an Hour of Service, except as provided under Section 3.3.

3.5. One Year Period of Severance - Credit for Prior Service. If an Employee, who is not vested in his Accrued Annual Pension upon his Severance From Service Date which occurs on or after January 1, 1989, incurs five consecutive One Year Periods of Severance, his Credited Service accumulated prior to such Period of Severance shall be disregarded for all purposes under this Plan. If an Employee, who is vested in his Accrued Annual Pension upon his Severance From Service Date which occurs on or after January 1, 1989, incurs a One Year Period of Severance and subsequently resumes service with the Employer or an Affiliated Company, his Credited Service accumulated prior to such Period of Severance shall be restored to him for all purposes under this Plan. Notwithstanding the foregoing, if a Participant incurs a termination, is entitled to a deferred vested pension pursuant to Section 4.4(a), receives an immediate lump sum Payment pursuant to Section 4.4(e) and subsequently resumes service with the Employer or an Affiliated Company, his Credited Service accumulated prior to his Period of Severance shall be restored to him for the sole purpose of determining his nonforfeitable right to his Accrued Annual Pension (but not the amount of his Accrued Annual Pension) and, to the extent required to obtain five years of Compensation in order to compute Average Annual Compensation, compensation earned during his prior service with the Employer or an Affiliated Company shall be considered as having been received from the Company.

3.6. Credited Service for Certain Absences. Notwithstanding anything to the contrary contained in this Article III, periods of absence of a Participant or Former Participant on or after January 1, 1976 due to (a) an authorized leave of absence in excess of twelve months but not in excess of twenty-four months, either with or without pay, or (b) effective December 12, 1994, Qualified Military Service shall be deemed to be Credited Service (and no Severance From Service Date shall be deemed to have occurred), provided that the Participant or Former Participant returns to service with the Employer or an Affiliated Company as an Employee (subject to Section 2.3) immediately after such authorized leave of absence or within the time his right to reemployment is protected by law. Failure of the Participant or Former Participant to return to service with the Employer or an Affiliated Company as an Employee (subject to Section 2.3) within the time specified in this Section 3.6 shall cause such period of absence to be treated as if the Participant's service was severed pursuant to Subsection 3.2(a)(ii).

ARTICLE IV

BENEFITS

4.1. Normal Retirement Pension.

(a) Eligibility. A Participant or Former Participant who is employed by an Employer or an Affiliated Company at his Normal Retirement Age shall have a non forfeitable right to a normal retirement pension. Such a Participant or Former Participant shall be entitled to receive his normal retirement pension commencing on (i) his Normal Retirement Date, or (ii) if he continues in the employ of the Employer or an Affiliated Company past his Normal Retirement Age, on the earlier of (A) the first day of the month following his actual retirement (unless payment must commence earlier pursuant to Section 5.4), which date shall be known as his Deferred Retirement Date, or (B) his Mandatory Distribution Date.

(b) Time and Amount of Benefit. A Participant's or Former Participant's normal retirement pension shall be in an annual amount equal to the greater of (i) his Accrued Annual Pension at his Pension Commencement Date or (ii) the largest annual early retirement pension which could have been payable to the Participant under Section 4.2. The normal retirement pension shall commence on the Participant's Normal Retirement Date, Deferred Retirement Date, or Mandatory Distribution Date as the case may be, and shall continue for his life.

4.2. Early Retirement Pension.

(a) Eligibility. A Participant or Former Participant who has not attained his Normal Retirement Age, but whose Severance From Service Date occurs after he has attained his 55th birthday and completed ten years of Credited Service (which date shall be known as his Early Retirement Date), shall, if he is not entitled to a disability retirement pension, be entitled to apply, prior to his Normal Retirement Date, for an early retirement pension. A Participant or Former Participant described in the preceding sentence shall be entitled to receive his early retirement pension beginning, at his election, on the first day of the month next following his Early Retirement Date or on the first day of any subsequent month which is not later than his Normal Retirement Date. A Participant's or Former Participant's election of a Pension Commencement Date which is prior to his Normal Retirement Date must be made in writing, on such form and at such time in advance as may be prescribed by the Committee, but no earlier than 90 days prior to his Pension Commencement Date and in no event earlier than the date he receives the notice described in Section 5.1(d).

(b) Time and Amount of Benefit. A Participant's or Former Participant's early retirement pension shall be in an annual amount equal to his Accrued Annual Pension determined at his Early Retirement Date, reduced by 5/9ths of 1% for each month between his Pension Commencement Date and his Normal Retirement Date.

The early retirement pension shall commence on the Pension Commencement Date elected by the Participant or Former Participant and shall continue for his life.

4.3. Disability Retirement Pension.

(a) Eligibility. A Participant or Former Participant who has not attained his Normal Retirement Age, but who has completed ten years of Credited Service and is entitled to a disability pension under the Federal Social Security Act, shall be entitled to apply for a disability retirement pension commencing as of the first day of the month following or coincident with the date his disability pension from Social Security commences, which date shall be known as his Disability Retirement Date; provided, however, that the Participant's or Former Participant's disability occurs while he is employed by the Employer or an Affiliated Company.

(b) Time and Amount of Benefit. A Participant's or Former Participant's disability retirement pension shall be in an annual amount equal to his Accrued Annual Pension determined at his Severance From Service Date. The disability retirement pension shall commence, at the election of the Participant or Former Participant, on the Participant's or Former Participant's Disability Retirement Date, or on the first day of any month thereafter (on which he remains disabled) but not later than his Normal Retirement Date, and shall continue only during his period of disability under the rules of the Social Security Administration. A Participant's or Former Participant's election of a Pension Commencement Date must be made in writing, on such form and at such time in advance as may be prescribed by the Committee, but no earlier than 90 days prior to his Pension Commencement Date and in no event earlier than the date he receives the notice described in Section 5.1(d). In the event the disability retirement pension continues to be paid after he attains age 65, the actual monthly pension amount payable shall be reduced by $1.00, without regard to the form of benefit elected.

(c) Recovery Prior to Age 65. If a Pensioner who is receiving a disability retirement pension recovers from his disability under the rules of the Social Security Administration prior to attaining age 65, then:

(i) If such Pensioner again becomes an Employee, his entitlement to benefits from this Plan and his Accrued Annual Pension when he later ceases to be an Employee shall be determined on the basis of his Credited Service to his prior Severance From Service Date and from his return to Employee status until his last Severance From Service Date, but the actual monthly pension amount payable shall be reduced by $1.00, without regard to the form of benefit elected.

(ii) If such Pensioner does not again become an Employee, his entitlement to benefits from this Plan, if any, and the amount thereof, shall be based on his Accrued Annual Pension and his Credited Service determined at his Severance From Service

Date, but the actual monthly pension amount payable shall be reduced by $1.00, without regard to the form of benefit elected.

(d) Proof of Continuing Disability. Once a year the Committee may request any Pensioner receiving a disability retirement pension who has not attained age 65 to furnish evidence that he continues to be entitled to a disability pension from the Social Security Administration. Should any Pensioner refuse or be unable to submit such evidence within 60 days of such request, his disability retirement pension shall be discontinued as of the 60th day following the request and shall not again commence until he furnishes the evidence, and should he fail to furnish the evidence within one year of such request, he shall be deemed to have recovered from his disability.

4.4. Deferred Vested Pension.

(a) Eligibility. A Participant or Former Participant who is not currently qualified for or is not receiving a normal retirement pension, early retirement pension or disability retirement pension, but who ceases to be an employee of the Employer and all Affiliated Companies (other than by reason of death) after he has completed at least five years of Credited Service, shall have a nonforfeitable right to apply for and receive a deferred vested pension commencing at his Normal Retirement Date.

(b) Time and Amount of Benefit - General. A terminated Participant's or Former Participant's deferred vested pension shall be in an annual amount equal to his Accrued Annual Pension determined as of his Severance From Service Date. The deferred vested pension shall commence on his Normal Retirement Date, except as provided in Subsection (c) and shall continue for his life.

(c) Time and Amount of Benefit - Early Commencement. A terminated Participant or Former Participant who has completed at least ten years of Credited Service and is entitled to a deferred vested pension may, on any date on or after his 55th birthday but prior to his 65th birthday, apply for a reduced retirement pension which shall be in an annual amount equal to his Accrued Annual Pension determined at his Severance From Service Date, reduced by 5/9ths of 1% for each month between his Pension Commencement Date and his Normal Retirement Date. The reduced deferred vested pension shall be in lieu of the deferred vested pension described in Subsection (b) and shall commence, as elected by the Participant or Former Participant, on the first day of the month following his 55th birthday or the first day of any month thereafter and shall continue for his life; provided, that no deferred vested pension shall commence later than his Normal Retirement Date. A Participant's or Former Participant's election of a Pension Commencement Date which is prior to his Normal Retirement Date must be made in writing, on such form and at such time in advance as may be prescribed by the Committee, but no earlier than 90 days prior to his Pension Commencement Date and in no event earlier than the date he receives the notice described in Section 5.1(d).

(d) Nonvested Former Employees. If the present value of a Participant's or Former Participant's vested Accrued Annual Pension at the time of his

termination of employment with the Employer and all Affiliated Companies is zero, the Participant or Former Participant shall be deemed to have received a lump sum payment of his entire vested Accrued Annual Pension as of the date of his termination of employment.

(e) Involuntary Lump Sum Payment. If at any time a Participant or Former Participant has incurred a termination but has not begun to receive payments and is entitled to a deferred vested pension that has an Actuarial Equivalent present value of less than $5,000 ($3,500 prior to January 1, 2002), the Actuarial Equivalent present value of the Accrued Annual Pension payable at Normal Retirement Date for the life of the Participant or Former Participant shall be paid to such Participant or Former Participant in a lump sum in lieu of, and in full satisfaction of, his benefit under this Plan. Neither the consent of the Participant, Former Participant nor his Eligible Spouse shall be necessary to make such payment. Upon the making of such payment, neither the Participant, Former Participant nor his Eligible Spouse shall have any further benefit under this Plan.

Effective as of December lst of each Plan Year, the Committee shall recalculate the Actuarial Equivalent present value of the benefit of each Participant or Former Participant who has incurred a termination and is entitled to a deferred vested pension, but whose benefits are not yet in pay status, to determine whether the Actuarial Equivalent present value of the benefit is less than $5,000 ($3,500 prior to January 1, 2002) in which case such benefit shall be paid to the Participant or Former Participant in accordance with the provisions of this Section 4.4(e); provided, however, that if a Participant receives the deferred vested pension after the close of the second Plan Year beginning after the Participant's termination date (or such later date as may be permitted under Treasury regulations with respect to a Participant who did not receive a distribution before the close of the second Plan Year beginning after his termination date because the deferred vested pension exceeded the cash-out limit in effect under section 411(a)(11) of the Code prior to such date), the Participant's Credited Service for purposes of Section 3.1 shall not be disregarded, but any benefit which may become payable to the Participant due to his subsequent reemployment shall be reduced by the Actuarial Equivalent of the payment which he received.

4.5. Death Benefits.

(a) Participants Eligible for Normal or Early Retirement. If a Participant or Former Participant:

(i) Completes ten or more years of Credited Service and attains age 55 but continues in the employ of the Employer or an Affiliated Company;

(ii) Attains his Normal Retirement Age but continues in the employ of the Employer or an Affiliated Company; or

(iii) Retires pursuant to Section 4.2;

and thereafter dies prior to his Pension Commencement Date and leaves a surviving Eligible Spouse, his Eligible Spouse shall receive for the remainder of her lifetime an annual pension equal to the annual pension which would have been payable to her had the Participant or Former Participant retired described in clause (i) or (ii) of this Subsection (a) on the date of his death, or in the case of a Former Participant described in clause (iii) of this Subsection (a) on the date of his actual retirement, and survived and elected to commence receiving his benefits on the Pension Commencement Date, elected by the Eligible Spouse in the form of a Qualified Joint and Survivor Annuity and died on the following day. Benefits payable under this Subsection (a) shall commence, as elected in writing by the Eligible Spouse within 90 days of the Pension Commencement Date, on the first day of any month following the Participant's or Former Participant's death but not later than the Participant's or Former Participant's Normal Retirement Date, unless death occurs after such date in which case benefits shall commence on the first day of the month following death. Benefits shall be payable commencing on the Pension Commencement Date elected by the Eligible Spouse and shall continue for the lifetime of the surviving Eligible Spouse.

(b) Vested Participants. If a Participant or Former Participant who is vested in any portion of his Accrued Annual Pension pursuant to Section 4.4 (or Section 10.2) ceases to be an employee of the Employer and all Affiliated Companies by reason of death prior to the earliest age at which he would have been eligible to retire and receive a pension pursuant to Sections 4.1 or 4.2, his surviving Eligible Spouse, if any, shall receive the annual pension which would have been payable to her if the Participant or Former Participant had:

(i) Separated from service on the date of death;

(ii) Survived to the Pension Commencement Date elected by the Eligible Spouse;

(iii) Commenced receiving his benefit in the form of a Qualified Joint and Survivor Annuity at that date, and

(iv) Died on the following day.

Any benefit payable to a surviving Eligible Spouse under this Subsection (b) shall commence, as elected in writing by the Eligible Spouse within 90 days of the Pension Commencement Date, on the earliest date on which the Participant would have been eligible to receive a pension had he survived or the first day of any month thereafter, but not later than the Participant's Normal Retirement Date. Benefits shall be payable commencing on the Pension Commencement Date elected by the Eligible Spouse and shall continue for the lifetime of the surviving Eligible Spouse.

(c) Vested Former Participants. If a Former Participant who ceased to be an employee of the Employer and all Affiliated Companies is entitled to a deferred vested pension pursuant to Section 4.4 (or Section 10.2) but subsequently dies prior to his Pension Commencement Date, his surviving Eligible Spouse, if any, shall receive

the annual pension which would have been payable to her if the Former Participant had:

(i) Survived to the Pension Commencement Date elected by the Eligible Spouse;

(ii) Commenced receiving his benefit in the form of a Qualified Joint and Survivor Annuity at that date; and

(iii) Died on the following day.

Any benefit payable to a surviving Eligible Spouse pursuant to this Subsection (c) shall commence, as elected in writing by the Eligible Spouse within 90 days of the Pension Commencement Date, on the earliest date on which the Former Participant would have been eligible to receive a pension had he survived or the first day of any month thereafter, but not later than the Former Participant's Normal Retirement Date. Benefits shall be payable commencing on the Pension Commencement Date elected by the Eligible Spouse and shall continue for the lifetime of the surviving Eligible Spouse.

(d) Cash-Outs. Notwithstanding anything to the contrary contained in this Plan, if an annuity benefit which is payable to the surviving Eligible Spouse of a deceased Participant or Former Participant pursuant to Subsections (b) or (c):

(i) Has an Actuarial Equivalent present value of $5,000 ($3,500 prior to January 1, 2002) or less, or

(ii) Has an Actuarial Equivalent present value of more than $5,000 ($3,500 prior to January 1, 2002) and the surviving Eligible Spouse requests a lump sum distribution, in writing immediately following the death of the Participant or Former Participant;

the Committee shall make an immediate lump sum distribution of the Actuarial Equivalent present value of such annuity. Any such lump sum distribution shall be in complete discharge of the Plan's obligation with respect to such benefit. In no event shall the lump sum payable under Subsection (d) be less than the lump sum applicable to the Accrued Annual Pension as of November 30, 1996, where such lump sum is calculated using the mortality table that would have been used under the Plan as of November 30, 1996 and an interest rate equal to lesser of (i) 8% compounded annually, or (ii) the interest rate that would be used by the Pension Benefit Guaranty Corporation to determine the present value of a lump sum distribution upon a plan termination as of the last date of the calendar quarter preceding the distribution.

(e) Participant Eligible for Deferred Early Retirement Benefit. If a Participant or Former Participant, each of whom is eligible for early retirement pursuant to Section 4.2, dies prior his Pension Commencement Date, and does not have a surviving Eligible Spouse, his Beneficiary shall receive a single sum death benefit equal to 60 times the monthly pension amount the Participant or Former Participant would have been entitled to receive had the payment of his early retirement pension

commenced immediately prior to the Participant's or Former Participant's death in the payment form set forth in option 3 of Subsection 5.3(a). Such payment shall be made as soon as administratively practicable following the Participant's or Former Participant's death, but no later than December 31 of the calendar year containing the fifth anniversary of the Participant's or Former Participant's death.

(f) Lump Sum Death Benefit. In addition to any other death benefits payable under this Section 4.5, upon receipt of proof satisfactory to the Committee of the death of a Pensioner who is receiving:

(i) A pension benefit under this Plan other than a deferred vested pension; or

(ii) A disability pension due to a disability which commenced prior to the disabled former Employee's 60th birthday,

a single sum death benefit in the amount of $1,000 for retirements prior to January 1, 1990 and $5,000 for retirements occurring on and after January 1, 1990, shall be paid to his Beneficiary.

4.6. Limitation on Benefits. Except as otherwise provided in this Section, the following limitations shall apply to the Accrued Annual Pensions of Participants and Former Participants who complete an Hour of Service at any time on or after the first day of the first Limitation Year beginning on or after January 1, 1987.

(a) General. Notwithstanding any other provision contained in this Plan, a Participant's or Former Participant's projected annual benefit attributable to employer contributions shall not, in any Limitation Year, exceed the lesser of:

(i) $90,000 (or such other dollar limitation that may apply under Section 415(b)(1) of the Code; provided, however, that the increase in such limit that takes effect on January 1, 2002 shall only apply to a Participant who completes an Hour of Service on or after such date); or

(ii) 100% of the Participant's or Former Participant's average compensation for the three consecutive calendar years of participation during which he received the greatest aggregate compensation from the Employer or any Related Employer.

(b) Form of Payment. If the annual benefit is paid in a form other than a straight life annuity or a joint and survivor annuity with the Participant's or Former Participant's spouse as contingent annuitant, the benefit shall be limited to an amount that is the Actuarial Equivalent of the maximum straight life annuity that otherwise would be permitted under this Section 4.6. For this purpose, effective on the RPA '94 Section 415 Effective Date, the Plan benefit in such other form is converted to an equivalent annual straight life annuity benefit payable at the same age that is equal to the greater

of (i) the straight life annuity computed using the Plan interest rate and the Plan mortality table (or Plan tabular factor) used for determining actuarial equivalence for the particular form of benefit, or (ii) the straight life annuity computed using a 5% interest assumption (or, in the case of a form of benefit subject to Section 417(e)(3) of the Code, the applicable section 417(e)(3) interest rate described in Section 1.2) and the applicable mortality table prescribed by the Secretary of the Treasury under Section 417(e)(3) of the Code. Such equivalent annual straight life annuity benefit may not exceed the maximum straight life annuity benefit otherwise permitted under this Section 4.6.

(c) Adjustment of Limitation.

(i) If payment of the annual benefit begins before the Participant or Former Participant attains his Social Security Retirement Age but after he attains age 62, the dollar limitation in Section 4.6(a)(i) shall be decreased so that it is the Actuarial Equivalent of an annual benefit of the dollar limitation in Section 4.6(a)(i), beginning at the Participant's or Former Participant's Social Security Retirement Age; provided, however, that this reduction shall not apply after January 1, 2002 to a Participant who completes an Hour of Service on or after such date. The adjustment provided for in the preceding sentence shall be consistent with the reduction for old-age insurance benefits commencing before the Social Security Retirement Age under the Social Security Act for benefits that begin to be paid on or after age 62 and, prior to the RPA '94 Section 415 Effective Date, the interest rate assumption used in adjusting the benefit for years prior to age 62 shall not be less than 5%. In the case of benefits beginning before age 62, effective after the RPA '94 Section 415 Effective Date, the dollar limitation in Section 4.6(a)(i), as adjusted shall first be adjusted as described above to age 62 and shall be further adjusted so that it is actuarially equivalent to the age 62 limit and is equal to the lesser of:

(A) The actuarially equivalent amount computed using the Plan interest rate and the Plan mortality table (or Plan tabular factor) used for determining early retirement benefits, or

(B) The actuarially equivalent amount computed using 5% interest and the applicable mortality table prescribed by the Secretary of the Treasury under Section 417(e)(3) of the Code.

(ii) If payment of the annual benefit of a Participant or Former

Participant begins after the Participant or Former Participant attains his Social Security Retirement Age (or, effective January 1, 2002, age 65), and the Participant's benefit is actuarially increased for payment after normal retirement age, the dollar limitation in Section 4.6(a)(i) shall be adjusted so that it is the actuarial equivalent of a benefit of such dollar limitation, beginning at his Social Security Retirement Age (or, effective January 1, 2002, age 65) provided, that the interest rate assumption used for such calculation shall not be greater than 5%. For this purpose, effective after the RPA '94 Section 415 Effective Date, the adjusted limit shall equal the lesser of the actuarially equivalent amount computed (A) using the Plan interest rate and Plan mortality table (or Plan tabular factor) used for determining late retirement benefits, or (B) using 5% interest and the applicable mortality table prescribed by the Secretary of the Treasury under Section 417(e)(3) of the Code.

For purposes of this Section 4.6, for Pension Commencement Dates before December 31, 2002, the phrase "applicable mortality table prescribed by the Secretary of the Treasury under Section 417(e)(3) of the Code" refers to the 1983 Group Annuity Mortality Table, weighted 50% male and 50% female, and for Pension Commencement Dates after December 30, 2002, such phrase refers to the 1994 Group Annuity Reserving Table, or such other mortality table specified by the Internal Revenue Service pursuant to Section 415(b)(2)(E)(v) of the Code.

(d) Exceptions to the General Limitation. No benefit shall be deemed in violation of the limitation expressed in this Section 4.6 if the amount of the benefit does not exceed $10,000 for the current Plan Year or any prior Plan Year, and the Employer or a Related Employer has not at any time maintained a defined contribution plan in which the Participant or Former Participant participated.

(e) Less than Ten Years of Participation.

(i) For a Participant or Former Participant who has fewer than ten years of participation in the Plan, the dollar limitation set forth in Section 4.6(a)(i) (as adjusted by Subsection (c)) shall be reduced by multiplying such limit by a fraction, the numerator of which is the number of the Participant's or Former Participant's years of participation in the Plan and the denominator of which is ten.

(ii) For a Participant or Former Participant who has completed less than ten years of Credited Service with the Employer (or Related Employer), the limitations set forth in Subsection (a)(ii) and Subsection (d) shall be adjusted by multiplying such amounts by a fraction, the numerator of which is the

Participant's or Former Participant's years of Credited Service, and the denominator of which is ten.

(f) Limitation on Reductions. In no event shall Subsection (e) reduce the limitations set forth in Subsections (a) and (d) to an amount that is less than 1/10th of the applicable limitation (determined without regard to Subsection (e)).

(g) Application to Changes in Benefit Structure. To the extent provided by the Secretary of the Treasury, Subsections (e) and (f) shall be applied separately with respect to each change in the benefit structure of the Plan.

(h) Combining Plans. For purposes of applying the limitations of this Section 4.6, all defined benefit plans maintained by the Employer or a Related Employer (whether or not terminated) are to be treated as one defined benefit plan, and all defined contribution plans maintained by the Employer or a Related Employer (whether or not terminated) are to be treated as one defined contribution plan. Any contributions to a defined benefit plan made by an Employee shall be deemed to be made under a separate defined contribution plan.

(i) Compensation - Defined. For purposes of this Section 4.6, the term "compensation" shall mean a Participant's or Former Participant's "compensation" as such term is defined in Treas. Reg. Section 1.415-2(d)(11)(i), including contributions made at the Participant's or Former Participant's election to employee benefit plans pursuant to Section 125, 401(k) and 403(b) of the Code, and, for Plan Years beginning on or after January 1, 2001, Section 132(f)(4) of the Code. Notwithstanding the foregoing, effective January 1, 1998, any amounts deducted from an Employee's earnings on a pre-tax basis for group health care coverage because the Employee is unable to certify that he or she has other health care coverage, shall be treated as an amount contributed by the Employer pursuant to a salary reduction agreement under Section 125 of the Code for purposes of determining the Employee's Compensation, so long as the Employer does not otherwise request or collect information regarding the Employee's other health coverage as part of the enrollment process for the Employer's health care plan.

(j) Related Employer - Defined. For purposes of this Section 4.6, the term "Related Employer" shall mean any other corporation that is, along with the Employer, a member of a controlled group of corporations (as defined in Section 414(b) of the Code, as modified by Section 415(h) thereof) or any other trade or business (whether or not incorporated) which, along with the Employer, is under common control (as defined in Section 414(c) of the Code, as modified by Section 415(h) thereof) or any other employer which is a member of an "affiliated service group" (as such term is defined in Section 414(m) of the Code or in regulations under Section 414(o) of the Code) of which the Employer is also a member.

(k) RPA '94 Section 415 Effective Date - Defined. For purposes of this Section 4.6, the term "RPA '94 Section 415 Effective Date" shall mean Limitation Years beginning on or after January 1, 1995.

(l) Determination of Survivor Benefits. If a Participant's or Former Participant's benefit is otherwise limited by this Section 4.6, the benefit payable to the Participant's or Former Participant's Eligible Spouse under Section 4.5(a), (b) or (c) or under a Qualified Joint and Survivor Annuity or a joint and survivor annuity described in Option 1 of Section 5.3 shall be based upon the Participant's or Former Participant's benefit without regard to this Section and the limitations of this Section shall apply to the resulting benefit payable to the Eligible Spouse.

(m) Effective Date. The limitations described in this Section 4.6 shall become effective with respect to the Plan and Participants and Former Participants as is required to comply with Section 415 of the Code as amended by the Tax Reform Act of 1986 and subsequent legislation, but shall not reduce any benefit which was accrued by an individual under the Plan prior to the first day of the Limitation Year beginning in 1987, using the applicable maximum dollar limitations then in effect; provided, however, that this sentence shall not apply to any individual who was not a Participant or Former Participant as of the first day of the first Limitation Year that began in 1987. For purposes of this Subsection (m), no change in the Plan after May 5, 1986 and no cost of living adjustment after May 5, 1986 shall be taken into account.

4.7. Participant InformationFrom Employer. The Employer shall from time to time furnish the Committee with relevant information with regard to Participants, former Participants, Pensioners and Beneficiaries, including, without limitation, information as to their retirement, death or other cause for severance of employment. The Committee shall rely upon such information and shall be under no obligation to make inquiry with regard to the accuracy thereof.

(b) From Participants. Each Participant, Former Participant, Pensioner, Eligible Spouse, Beneficiary or other person who is entitled to a pension or other benefit under this Plan shall file with the Committee such information as the Committee may reasonably require to establish his eligibility for such pension or other benefit before he shall be entitled to such pension or other benefit.

4.8. Qualified Domestic Relations Orders. If the Committee has determined that a domestic relations order which pertains to the benefits under this Plan of a Participant or Former Participant is a Qualified Domestic Relations Order, then the amount of benefits otherwise payable under this Plan, to such Participant or Former Participant, or his Beneficiary, as the case may be, shall be reduced by the actuarial value of any amounts paid or payable pursuant to such order, as determined at the time of payment under the terms of the Order to the Alternate Payee.

ARTICLE V

PAYMENT OF BENEFITS

5.1. Married Participants.

(a) Benefits Paid as Qualified Joint and Survivor Annuity. If a Participant or Former Participant has an Eligible Spouse on his Pension Commencement Date, his pension benefits shall be paid in the form of a Qualified Joint and Survivor Annuity, unless the Participant or Former Participant has elected another form of benefit payment pursuant to the provisions of Subsection (c) of this Section 5.1.

If a Participant's or Former Participant's pension commences after January 1, 1991 and is paid in the form of either a Qualified Joint and Survivor Annuity or in accordance with Option 1 of Section 5.3 providing a 100% survivor annuity to his Eligible Spouse and the Eligible Spouse of such Participant or Former Participant dies prior to the date which is ten years after the Participant's or Former Participant's Pension Commencement Date, the monthly amount of the benefit to which the Participant or Former Participant is entitled shall be increased, effective with the first monthly pension payment following the death of the Eligible Spouse, to a monthly payment equal to the single life annuity to which he was entitled pursuant to the applicable provisions of Article IV at his Pension Commencement Date.

(b) Payment of Qualified Joint and Survivor Annuity. A Qualified Joint and Survivor Annuity shall be paid in monthly installments and shall be payable on the first day of each month commencing with the Participant's or Former Participant's Pension Commencement Date, and shall continue to, and include, the month in which he or his Eligible Spouse dies, whichever is later.

(c) Election of Optional Forms. A Participant or Former Participant referred to in Subsection (a) shall have the right to elect, during the Survivor Annuity Election Period, to receive all his benefits under this Plan in a form other than that of a Qualified Joint and Survivor Annuity, pursuant to one of the options set forth in Section 5.3; provided, however, that except in the case of a Joint and 100% Survivor Annuity with his Eligible Spouse as the Beneficiary such election shall not take effect unless:

(i) His Eligible Spouse (or the Eligible Spouse's legal guardian if the Eligible Spouse is legally incompetent) has signed a written waiver form, which has been notarized or witnessed by a Plan representative, consenting to the Participant's or Former Participant's election and to the specific form of payment and/or alternate Beneficiary elected; or

(ii) The Participant or Former Participant demonstrates, to the satisfaction of the Committee, that his Eligible Spouse cannot

be located.

Any election or revocation made pursuant to this Subsection (c) shall be in writing in a form satisfactory to the Committee. Notwithstanding anything to the contrary contained in this Subsection (c), post-retirement death benefits shall be payable in accordance with Subsection 4.5(f).

(d) Information to Participant. During the Survivor Annuity Election Period, but not less than 30 days prior to his Pension Commencement Date, the Plan Administrator shall furnish the Participant or Former Participant with a written notification (hereinafter referred to as the "Notification"), setting forth, in non-technical language the following:

(i) The terms and conditions of all available forms of payment, including information explaining the relative values of each form of payment;

(ii) The right to make an election to waive the automatic form of payment applicable to the Participant or the Former Participant and the financial effect of such an election;

(iii) The rights of a Participant's or Former Participant's Eligible Spouse;

(iv) The right to revoke a previous election to waive the automatic form of payment and the financial effect of such a revocation; and

(v) If the Participant or Former Participant has not attained Normal Retirement Age, the Participant's or Former Participant's right to defer commencement of his benefit until Normal Retirement Age.

Notwithstanding anything in the Plan to the contrary, a Participant's or Former Participant's Pension Commencement Date may be less than 30 days after the foregoing information is received (but not earlier than the date such information is received) by the Participant or Former Participant if:

(i) the Participant or Former Participant is given notice of his or her right to a 30-day election period in which to consider whether to waive the automatic form of payment and elect an optional form and, to the extent applicable, consent to the distribution;

(ii) the Participant or Former Participant affirmatively elects a distribution and a form of payment and the Eligible Spouse, if necessary, consents to the form of payment elected;

(iii) the Participant or Former Participant is permitted to revoke his or her affirmative election at any time prior to the Pension Commencement Date or, if later, the expiration of a 7-day period beginning on the day after the explanation described in this Section is provided to the Participant or Former Participant; and

(iv) distribution to the Participant or Former Participant does not commence before the expiration of the 7-day period described in (iii), above.

5.2. Unmarried Participants. If a Participant or Former Participant does not have an Eligible Spouse at his Pension Commencement Date, he shall receive his pension as an annuity payable for life in accordance with the provisions of Article IV, unless he elects, during the Survivor Annuity Election Period, to receive all of his pension benefits under this Plan in a form other than a single life annuity, pursuant to one of the Options set forth in Section 5.3. A pension benefit under this Section 5.1 shall be payable to the Pensioner on the first day of each month, commencing with his Pension Commencement Date and continuing to, and including, the month in which his death occurs. During the Survivor Annuity Election Period, but not less than 30 days prior to his Pension Commencement Date, the Plan Administrator shall provide an unmarried Participant or Former Participant with written information similar to the information described in Section 5.1(d) that is provided to married Participants.

5.3. Optional Forms of Payment. Types of Options. Subject to the provisions of Sections 5.1 and 5.2, any Participant or Former Participant may, by written notice in a form satisfactory to the Committee, during the Survivor Annuity Election Period, elect to receive his benefit in accordance with one of the following options:

Option 1.

A reduced pension, which is the Actuarial Equivalent of the pension benefit payable to him pursuant to Article IV, payable during the Pensioner's life, with the provision that after his death a pension in a monthly amount of either 100% or 50% of the pension payable during such Pensioner's life shall be paid during the life of, and to, a contingent annuitant designated by him at the time of his election of this option, with no other amounts payable under this Plan other than the lump

sum death benefit described in 4.5(f), if applicable.

Option 2.

A reduced pension, which is the Actuarial Equivalent of the pension benefit payable to him pursuant to Article IV, payable during the Pensioner's life, provided, that if the Pensioner dies before having received 120 monthly payments, such payments shall continue to be paid to his Beneficiary until a total of 120 such payments have been made, with no other amounts payable under this Plan other than the lump sum death benefit described in 4.5(f), if applicable.

Option 3.

A reduced pension, which is the Actuarial Equivalent of the pension benefit payable to him pursuant to Article IV, payable during the Pensioner's life, provided, that if the Pensioner dies before having received 60 monthly payments, such payments shall continue to be paid to his Beneficiary until a total of 60 such payments have been made, with no other amounts payable under this Plan other than the lump sum death benefit described in 4.5(f), if applicable.

Option 4.

A pension, as provided under Section 4.2 hereof, payable during the life of the Pensioner, with no other amounts payable under this Plan other than the lump sum death benefit described in 4.5(f), if applicable.

If a Participant or Former Participant has designated a contingent annuitant under Option 1 of this Subsection (a) who is other than his spouse, the percentage payable to the contingent annuitant after the Participant's or Former Participant's death may not exceed the applicable percentage from the table set forth in Schedule I. If a Participant or Former Participant has designated a Beneficiary under Option 2 or Option 3 of this Subsection (a), the number of monthly payments guaranteed shall be calculated so that the number of guaranteed monthly payments remaining as of the beginning of the calendar year preceding the Participant's or Former Participant's Mandatory Distribution Date does not exceed the joint life expectancy of the Participant or Former Participant and his Beneficiary, or if less, and the Beneficiary is not the spouse, the applicable number from the table set forth in Schedule II. The payment of benefits pursuant to Options 1, 2, 3 or 4 shall be in monthly installments payable on the first day of the month. Notwithstanding anything to the contrary contained in this Subsection (a), post-retirement death benefits shall be payable in accordance with Subsection 4.5(f).

(a) Death of Beneficiary. If a Beneficiary designated under one of the foregoing options dies prior to the Participant's or Former Participant's Pension Commencement Date, the election of that option shall automatically be nullified and the Participant or Former Participant may make a new election, subject to the provisions of Sections 5.1 and 5.2 and this Section 5.3. If the Participant or Former Participant fails to make a new election and he has an Eligible Spouse, his benefits shall be paid in the

form of a Qualified Joint and Survivor Annuity and if the Participant or Former Participant does not have an Eligible Spouse, he shall be deemed to have elected Option 4 of Subsection (a) and the payment of benefits under this Plan shall be made accordingly. If a Beneficiary designated under Option 2 or Option 3 dies after commencing to receive benefits under such option but prior to the time the 120th monthly payment or 60th monthly payment, as the case may be, has been made under such option, the actuarial value of the remaining monthly payments to be made under such Option shall be paid in a single sum to the Beneficiary's estate.

5.4. Suspension of Benefits.

(a) Suspensions After Normal Retirement Date. No benefit shall be paid to any Participant or Former Participant under the Plan during any period of employment or reemployment after a Participant's or Former Participant's Normal Retirement Date and prior to his Mandatory Distribution Date with respect to any month in which the Participant or Former Participant has any Suspension Service, as described in Subsection 5.4(a)(i) hereof.

(i) Suspension Service. A Participant or Former Participant shall be deemed to have Suspension Service in any month which is after his Normal Retirement Date, but prior to his Mandatory Distribution Date, in which he completes an Hour of Service on eight (8) or more days in such month and, effective January 1, 1991, in which he completes 100 or more Hours of Service.

(ii) Commencement or Recommencement of Benefits. Benefits suspended under this Subsection (a) shall commence or recommence no later than the earliest of (A) the first day of the month next following the Participant's or Former Participant's termination of employment with the Employer and all Affiliated Companies, (B) the Participant's or Former Participant's Mandatory Distribution Date, or (C) the first day of the month following the month in which he first fails to have Suspension Service. The resumed benefit payments shall be recalculated on the basis of Compensation earned and years of Credited Service (if any) credited during such period of Suspension Service, and no actuarial or other adjustment shall be made to the Participant's or Former Participant's benefit to reflect payments suspended with respect to those months during which such Participant or Former Participant had Suspension Service. In addition, such resumed payment shall be offset by (1) any benefit paid with respect to a month in which the Participant had Suspension Service where the amount so paid has not been returned or repaid to the Plan as described in Subsection 5.4(a)(iii) and (2) any payment described in Subsection 5.4(b).

(iii) Offset. To the extent that the Plan has paid benefits to a Participant or Former Participant with respect to any month in which he has Suspension Service which amounts have not previously been recovered by the Plan, the Plan shall defer commencement or recommencement of benefits under Subsection 5.4(a)(ii) hereof for a period of two (2) calendar months, or until the amounts paid with respect to months in which the Participant or Former Participant has Suspension Service have been recovered (without interest), whichever is the first to occur. If, at the end of the said two-month period there remains an unrecovered amount which was paid to the Participant or Former Participant during or with respect to a period of Suspension Service, such amount shall be recovered (without interest) by the Plan by reducing each benefit payment due the Participant or Former Participant or his Eligible Spouse or Beneficiary after benefit commencement or recommencement by the lesser of:

(A) the excess of the amount of the benefits paid to the Participant or Former Participant with respect to months in which he had Suspension Service over the amount of such benefits which have been restored to, or recovered by the Plan, or

(B) 25% of the Participant's or Former Participant's monthly (or periodic) benefit payments.

(iv) Notifications. No payment shall be withheld or suspended by the Plan pursuant to this Subsection (a) until the Plan has notified the Participant or Former Participant by personal delivery or first class mail of the fact that such withholding or suspension is occurring or shall occur. Such notification shall contain a detailed description of the specific reasons why benefit payments are being suspended or withheld, a general description of the Plan provisions relating to the suspension of benefit payments, a copy of such provisions, and a statement that the applicable Department of Labor regulations governing suspensions of benefits may be found at Title 29, Code of Federal Regulations, Section 2530.203-3. The notification shall also advise the Participant, Former Participant, Eligible Spouse or other Beneficiary to whom directed of the Plan's procedure for affording a review of the suspension of benefits.

(b) Suspensions Prior to Normal Retirement Date. If a Pensioner is reemployed by the Employer or an Affiliated Company after his Pension Commencement Date and prior to his Normal Retirement Date, benefits otherwise

payable to the Pensioner shall be suspended under this Subsection 5.4(b) during each month of the Pensioner's period of reemployment prior to his Normal Retirement Date in which he completes 100 or more Hours of Service. If the reemployed Pensioner continues in employment beyond his Normal Retirement Date, his benefits shall continue to be suspended in accordance with Subsection (a) and shall recommence as described in that Subsection. If the reemployed Pensioner again has a termination of employment with the Employer and all Affiliated Companies prior to his Normal Retirement Date, the Pensioner's benefits, recalculated on the basis of Compensation and years of Credited Service (if any) earned during the period of suspension, shall commence to be paid pursuant to Section 4.2 or 4.4, whichever applies, as if the Pensioner had not previously elected a Pension Commencement Date. In either event, the Pensioner's benefits upon recommencement shall be reduced by the Actuarial Equivalent of the benefits paid prior to the Pensioner's Normal Retirement Date.

(c) Form of Payment of Recommenced Benefits. A Pensioner whose benefits have been suspended during a period of reemployment after a Pension Commencement Date which occurred prior to his Normal Retirement Date shall be entitled to elect the form of payment for his entire benefit, including amounts accrued both before and during reemployment, in accordance with Article V. A Pensioner whose benefits have been suspended during a period of reemployment after a Pension Commencement Date which occurred on or after his Normal Retirement Date shall have his entire benefit, including amounts accrued both before and during reemployment, paid in the form elected by the Pensioner on his prior Pension Commencement Date.

5.5. Accruals While Benefits Are In Pay Status.

(a) In the event that a Participant is credited with a benefit accrual during and/or after the Plan Year in which the Participant attains Normal Retirement Age and after the distribution of benefits has commenced hereunder, the amount of pension payable to the Participant as determined as of his Pension Commencement Date shall be adjusted annually as of each January 1 following his Pension Commencement Date, up to and including the January 1 next following the date the Participant ceases to accrue benefits under the Plan. Such annual adjustment shall include any increase (but not any decrease) in the Participant's Accrued Annual Pension as a result of additional years of Credited Service and Compensation (including, for any period that would not constitute Suspension Service under Subsection 5.4(a)(i), an Actuarial Equivalent adjustment to such increase to reflect payment commencing after Normal Retirement Age) since the Participant's Pension Commencement Date or the last such annual adjustment, whichever applies. In addition, such annual adjustment shall be reduced (but not below zero) by the Actuarial Equivalent of any benefits paid to the Participant since his Pension Commencement Date during any period that would have constituted Suspension Service under Subsection 5.4(a)(i) had the Participant not reached his Mandatory Distribution Date, to the extent not previously taken into account under this Section; provided, however, that the amount, if any, of the benefits paid to the Participant which exceeds the amount the Participant would have received if distribution had been made in the automatic form of

benefits described in Section 5.1 or 5.2, whichever applies, for such Participant shall be disregarded in determining the Actuarial Equivalent of such benefits for purposes of the reduction described in this sentence.

(b) If a Participant is reemployed as an Employee after his Pension Commencement Date and prior to his Normal Retirement Date under circumstances in which his benefit is not suspended under Section 5.4(b), he shall continue to receive the same benefit during the period of reemployment as he was receiving immediately prior to reemployment until the earlier of:

(i) the date the Participant again terminates employment with the Employer and all Affiliated Companies; or

(ii) his Normal Retirement Date,

when the Participant's benefit shall be adjusted to reflect the results of recalculation of his benefit taking into account the Participant's age on such date and Compensation and years of Credited Service (if any) earned during the period of reemployment. Such recalculated benefit shall be reduced by the Actuarial Equivalent of the benefits paid prior to the Participant's Normal Retirement Date.

5.6. Direct Rollovers. Effective In the event any payment or payments to be made under the Plan to a Participant, a Beneficiary who is the surviving spouse of a Participant, or an Alternate Payee who is the spouse or former spouse of a Participant, would constitute an "eligible rollover distribution," such individual may request that such payment or payments be transferred directly from the Trust to the trustee of an "eligible retirement plan." Any such request shall be made in writing, on the form prescribed by the Committee for such purpose, at such time in advance as the Committee may specify.

For purposes of this Section 5.6,

(a) "eligible rollover distribution" shall mean a distribution from the Plan, excluding (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) over the life (or life expectancy) of the individual, the joint lives (or joint life expectancies) of the individual and the individual's designated Beneficiary, or a specified period of ten (10) or more years, (ii) any distribution to the extent such distribution is required under section 401(a)(9) of the Code, (iii) with respect to distributions made prior to January 1, 2002, any distribution to the extent such distribution is not included in gross income, and (iv) any hardship distribution described in section 401(k)(2)(B)(i)(IV) of the Code or, effective January 1, 2002, any hardship distribution; and

(b) "eligible retirement plan" shall mean (i) an individual retirement account described in section 408(a) of the Code, (ii) an individual retirement annuity described in section 408(b) of the Code (other than an endowment contract), (iii) an annuity plan described in section 403(a) of the Code, (iv) a qualified plan the terms of

which permit the acceptance of rollover distributions, (v) effective January 1, 2002, an eligible deferred compensation plan described in section 457(b) of the Code that is maintained by an eligible employer described in section 457(e)(i)(A) of the Code that shall separately account for the distribution, or (vi) effective January 1, 2002, an annuity contract described in section 403(b) of the Code; provided, however, that (A) the eligible retirement plans described in clauses (iii) and (iv) shall not apply with respect to a distribution made prior to January 1, 2002 to a Beneficiary who is the surviving spouse of a Participant and (B) with respect to a distribution (or portion of a distribution) consisting of after-tax employee contributions, "eligible retirement plan" shall mean a plan described in clause (iv) that separately accounts for such amounts or a plan described in clause (i) or (ii).

5.7. Application for Benefits. Benefit payments shall commence when properly written application for same is received by the Committee. In the event that a Participant or Former Participant, or the Eligible Spouse or Beneficiary of a deceased Participant or Former Participant entitled to benefits under Section 4.5 fails to apply to the Committee by the earlier of (a) the Participant's or Former Participant's Normal Retirement Date or the date of his termination of employment with the Employer and all Affiliated Companies, if later, or (b) the end of the calendar year in which the Participant or Former Participant attains his Mandatory Distribution Date, the Committee shall make diligent efforts to locate such individual and obtain such application. In the event the individual fails to make application by the Participant's or Former Participant's Mandatory Distribution Date, the Committee shall commence distribution as of the Mandatory Distribution Date without such application. No payments shall be made for the period in which benefits would have been payable if the individual had made timely application therefor; provided, however, that, if the Pension Commencement Date has been delayed until after the Participant's or Former Participant's Normal Retirement Date solely by reason of failure to make application, and not by reason of Suspension Service as described in Subsection 5.4(a)(i), the benefit payable (a) to the Participant or Former Participant on and after his Pension Commencement Date, or (b) to his Eligible Spouse pursuant to Section 4.5 on and after the Eligible Spouse's Pension Commencement Date, shall be equal to the Actuarial Equivalent of the benefit the Participant or Former Participant or the Eligible Spouse would have received had benefits commenced on the Normal Retirement Date, as determined to reflect the deferral of benefit commencement.

5.8. Beneficiary Designation. If a Participant or Former Participant has an Eligible Spouse, his Eligible Spouse shall be his Beneficiary unless the Participant or Former Participant designates someone other than his Eligible Spouse as his Beneficiary (other than a contingent Beneficiary) and the Eligible Spouse consents to such designation. If the Participant or Former Participant does not have an Eligible Spouse, or if his Eligible Spouse consents, the Participant or Former Participant shall have the right to designate someone else as a Beneficiary, which term shall include a contingent annuitant under Option 1 of Subsection 5.3(a), to receive the amount, if any, payable pursuant to this Plan upon his death and may from time to time change any such designation in accordance with procedures established by the Committee.

Notwithstanding anything in this Plan to the contrary, the consent of the Eligible Spouse shall not be required in the event a Participant or Former Participant designates someone other than the Eligible Spouse as Beneficiary only with respect to benefits payable pursuant to Subsection 4.5(f). Each such designation shall be in a written instrument filed with the Committee, and shall be in such form as may be required by the Committee. In the event that a Participant or Former Participant designates someone other than his Eligible Spouse as his Beneficiary (other than as a contingent Beneficiary or for purposes of Subsection 4.5(f)), such Beneficiary designation shall not be effective unless (A) the Eligible Spouse consents to such Beneficiary designation in writing, in a form acceptable to the Committee, and such consent is witnessed by a Plan representative or a notary public and acknowledges the specific alternate Beneficiary designated or (B) the Participant or Former Participant provides the Committee with sufficient evidence to show that the Participant or Former Participant does not have an Eligible Spouse or that his Eligible Spouse cannot be located. The Committee shall decide which Beneficiary, if any, shall have been validly designated. If no Beneficiary has been designated or if the Committee has determined that the designation is not effective, if the Participant or Former Participant has a surviving Eligible Spouse, the Eligible Spouse shall conclusively be determined to be the Beneficiary and if the Participant or Former Participant does not have an Eligible Spouse or the Eligible Spouse cannot be located, the executor of the shall or the administrator of the estate of the deceased Participant or Former Participant shall be conclusively determined to be the designated Beneficiary.

5.9. Incapacity. In the event that the Committee shall find that any Pensioner or other person entitled to a benefit under this Plan is unable to care for his affairs due to illness or accident, any payments due such Pensioner or other person may be made to his duly appointed legal representative, and in the absence of a duly appointed legal representative, the Committee may, in its discretion, make such payments to a child, parent or spouse of such Pensioner or other person, or to any other person with whom he resides or who is charged with his care. Any payment or payments so made shall be in complete discharge of the payment or payments so made shall liability under this Plan to make such payments.

5.10. Assignment and Alienation.

(a) General. No pension or other benefit shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and in the event of any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under this Plan, such benefit, in the discretion of the Committee, shall terminate, and in such event, the Committee shall hold or apply the same to or for the benefit of such Participant, Former Participant, Pensioner or other person entitled to the benefit, his spouse, children, parents or other dependents, or any of them, in such manner and in such proportion as the Committee may deem proper. Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any Qualified Domestic Relations Order, any federal tax levy pursuant to Section 6331 of the Code or, subject to the provisions of Section 401(a)(13) of the

Code, any judgment, order, decree or settlement agreement entered into on or after August 5, 1997, between the Participant or Former Participant and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA.

(b) Welfare Benefits. Notwithstanding the provisions of Subsection (a), a Pensioner or Beneficiary may make a voluntary assignment of any benefit payment for the purpose of paying premiums, in part or in full, under any life, health, hospitalization or similar insurance policy or program under which he previously participated by reason of the employment with the Employer of such Pensioner or of the person who designated such Beneficiary, if the assignee acknowledges in writing to the Pensioner or Beneficiary and to the Plan Administrator, within 90 days after the date the assignment is made, that the assignee has no enforceable right in, or to, any benefit payment or portion thereof, except to the extent of payments actually received pursuant to the terms of the assignment. Any assignment made under this Subsection 5.10(b) shall be revocable by the Pensioner or Beneficiary, as the case may be, at any time.

5.11. Limitations on Commencement and Duration of Benefit PaymentsBenefits payable by reason of a Participant's or Former Participant's retirement (including deferred vested benefits) shall normally be paid as provided in applicable Sections of this Article and Article IV, whichever applies. Unless the Participant or Former Participant elects otherwise, retirement benefits shall commence not later than the 60th day after the latest of the close of the Plan Year in which (i) occurs the date on which he attains age 65, (ii) occurs the tenth anniversary of the year in which he commenced participation in the Plan, or (iii) he terminates employment with the Employer and all Affiliated Companies. The failure of a Participant or Former Participant to apply for his benefit pursuant to Section 5.7 by the date prescribed in the preceding sentence shall be deemed an election to defer payment to a later date. Notwithstanding the foregoing, a Participant's or Former Participant's Pension Commencement Date shall in no event be later than his Mandatory Distribution Date.

(b) Minimum Distribution Requirements. Notwithstanding anything in the Plan to the contrary, the form and timing of all distribution under the Plan shall otherwise comply with the requirements of section 401(a)(9) of the Code and the regulations thereunder, including the incidental death benefit requirements of Treas. Reg. Section 1.401(a)(9)-5. With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan shall apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the regulations under section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service. With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2003, the Plan shall apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the final Treasury Regulations under section 401(a)(9) that were

published on April 17, 2002.

ARTICLE VI

TRANSFER OF EMPLOYMENT

6.1. Definitions. As used in this Article VI:

(a) "Companion Plan" shall mean each pension, stock bonus or profit-sharing plan (other than this Plan and the AMETEK Retirement and Savings Plan (effective May 1, 1999, the 401(k) feature of the AMETEK Retirement and Savings Plan)) maintained by the Employer or any Affiliated Company, or to which the Employer or any Affiliated Company makes contributions and which is a qualified plan pursuant to the provisions of Section 401(a) of the Code.

(b) "Covered Employment" shall mean employment as an Employee, other than employment while covered, or in a category of Employees eligible for coverage, under any Companion Plan.

(c) "Non-Covered Employment" shall mean employment with the Employer or any Affiliated Company, including employment as a leased employee within the meaning of Section 414(n) or 414(o) of the Code, other than Covered Employment.

(d) "Non-Covered Service" shall mean periods of Non-Covered Employment, except employment as a leased employee within the meaning of Section 414(n) or 414(o) of the Code, which if they had been served in Covered Employment would have constituted Credited Service under this Plan.

6.2. Transfer of Employment.

(a) Credited Service. If a Participant transfers to Non-Covered Employment, upon his subsequent severance from service with the Employer or any Affiliated Company, his Credited Service for all purposes under this Plan, except for determining his Accrued Annual Pension, shall equal the sum of (i) his Credited Service in Covered Employment (as determined under Article III of this Plan) and (ii) his Non-Covered Service, subject to the provisions of Subsection 6.4(a).

(b) Accrued Annual Pension. If a Former Participant whose employment status has changed from Covered Employment to Non- Covered Employment is entitled to benefits under this Plan, the amount of his benefits under this Plan shall be determined solely on the basis of his Accrued Annual Pension as of the date his employment status changed to Non-Covered Employment, subject to the provisions of Subsection 6.4(a).

(c) Form of Payment. The type of benefits payable to a Former Participant whose employment status has changed to Non-Covered Employment and

who is entitled to benefits under this Plan shall be determined under Article IV of this Plan as if he had continued as a Participant for the subsequent period of his Non- Covered Employment.

(d) Payment of Lump Sum Death Benefits. If an individual is entitled to benefits from one or more Companion Plans in which he participated subsequent to his last period of Covered Employment, and if such Companion Plan benefits include a single sum death benefit, he shall not be entitled to receive death benefits under Subsection 4.5(f) of this Plan.

6.3. Subsequent Service as Employee.

(a) Credited Service. If the employment status of an individual changes from Non-Covered Employment to Covered Employment, upon his subsequent severance from service with the Employer and all Affiliated Companies, his Credited Service for all purposes under this Plan, except for determining his Accrued Annual Pension, shall equal the sum of (i) his Non-Covered Service and (ii) his Credited Service in Covered Employment (as determined under Article III of this Plan).

For purposes of this Subsection 6. 3(a) only, service with an employer other than the Company or an Affiliated Company that is credited under a Companion Plan shall be considered Non-Covered Service.

(b) Accrued Annual Pension. If an individual whose employment status has changed from Non-Covered Employment to Covered Employment is entitled to benefits under this Plan, the actuarial value of the "benefits" to which he shall be entitled under this Plan upon his severance from service with the Employer and all Affiliated Companies shall be equal to the excess of (i) the actuarial value of the "benefits" which he would have been entitled to receive under this Plan if his Accrued Annual Pension were computed by including as Credited Service both his Credited Service in Covered Employment (as determined under Article III of this Plan) and his Non-Covered Service while covered by any Companion Plan in which the Employee previously participated, over (ii) the actuarial value of the "benefits," if any, attributable to contributions made by the Employer or any Affiliated Company, to which he may be entitled from any Companion Plan in which he previously participated. For purposes of this Subsection (b), actuarial value shall be determined using the factors described in Section 1. 2 and the term "benefits" shall refer to benefits payable in the form of a single life annuity commencing at the individual's Normal Retirement Date.

6.4. Additional Limitations. In determining benefits under this Article VI, the following rules shall apply:

(a) If an Employee has made transfers both to and from Non-Covered Employment, in determining the benefits to which he is entitled under this Plan, the provisions of Section 6.3 shall first be applied with respect to all periods of service with

the Employer or any Affiliated Company prior to the last date on which such individual performed service in Covered Employment, and the provisions of Section 6. 2 shall be applied only to subsequent periods of service;

(b) If an Employee is entitled to benefits under this Plan and is also entitled to benefits from one or more Companion Plans in which he participated subsequent to his last period of service in Covered Employment, then any benefits payable under this Plan shall, to the extent possible, be paid at the same time and in the same form as the benefits paid to him under the last such Companion Plan in which he participated and from which he is entitled to benefits; and

(c) If an individual who has made a transfer to or from Non-Covered Employment has completed less than five full calendar years as an Employee, then to the extent required to obtain five consecutive years of Compensation in order to compute such individual's Average Annual Compensation, his Compensation for periods of Non-Covered Employment shall include wages computed on an hourly or daily basis, a piecework basis, or other comparable basis paid by the Employer or any Affiliated Company.

ARTICLE VII

CONTRIBUTIONS AND FUNDING

7.1. Contributions. The Employer shall make contributions under this Plan in amounts not less than the minimum amounts required to comply with the provisions of the Code regarding qualified pension trusts. Such amounts shall be determined from time to time by the Employer after consultation with the Actuary. All such contributions shall be paid to the Trustee. No contributions shall be made by Participants.

7.2. Assets Held in Trust. The Trustee shall hold, invest, re-invest and distribute the Trust Fund and shall have exclusive authority and discretion to manage and control the assets of this Plan in accordance with the provisions of this Plan and of the Trust; provided, however, that if the Company has appointed an Investment Manager to manage all or part of the assets of this Plan, the authority or discretion delegated to the Investment Manager shall, to the extent granted, and for the period of the appointment, supersede the authority and discretion of the Trustee to manage and control the assets of this Plan.

7.3. No Reversion of Trust Assets. Except as provided in Subsection 9.5(c), none of the contributions made by the Employer shall ever be recouped by or returned to them until all liabilities under this Plan are satisfied.

7.4. Benefits Payable from Trust Fund. Benefits pursuant to this Plan shall be payable only from the Trust Fund and only to the extent that the Trust Fund shall be sufficient.

7.5. Forfeitures. Any forfeitures arising in the operation of this Plan shall be applied in reduction of the Employer's contributions, and may not be applied toward an increase in benefits under this Plan.

7.6. Administrative Expenses. The expenses of administering this Plan and the Trust shall be paid from the Trust Fund unless they are paid by the Employer.

7.7. Appointment of Trustee, Actuary and Investment Manager.

(a) Appointment of Trustee. The Company shall appoint one or more persons, firms or corporations to act as Trustee or Trustees of the assets of this Plan and to hold the assets as provided for by Section 7.2.

(b) Appointment of Actuary. The Company shall appoint a consulting actuarial firm whose staff includes at least one actuary enrolled by the Joint Board for

the Enrollment of Actuaries to provide actuarial data and calculations with respect to this Plan.

(c) Appointment of Investment Manager. The Company may, from time to time, appoint one or more investment managers, who satisfy the requirements of Section 3(38) of ERISA, to manage, acquire and dispose of the assets of this Plan, or such part of the assets as is specified in such appointment.

(d) Revocation of Appointment. Any appointment made under this Section 7.7 may be revoked or modified by the Company at any time and a new appointment made hereunder.

7.8. Funding Policy. The Company shall periodically determine this Plan's short and long-run financial needs, and it shall communicate such requirements to the Trustee or the Investment Manager, if one has been appointed, or to both, as the case may be.

ARTICLE VIII

ADMINISTRATIVE COMMITTEE AND PLAN ADMINISTRATOR

8.1. Administrative Committee. The Committee shall have the authority to control and manage the operation and administration of this Plan (other than the authority to manage and control the assets of this Plan), except to the extent such powers have been assigned or allocated to a Plan Administrator pursuant to Sections 8.11 or 8.13, or delegated to any other person pursuant to Section 8.13. The Committee and the Plan Administrator shall be "named fiduciaries" within the meaning of Section 402 of ERISA.

8.2. Appointment of Committee. The Committee shall consist of at least three persons, all of whom shall be appointed by the Company to serve at its pleasure. The members may, but need not be, officers or directors of the Company. If at any time there shall be fewer than three members of the Committee, the Company shall appoint one or more new members so that there shall be at least three members; provided, however, that pending the filling of any vacancy, the remaining members of the Committee shall have authority to act. The appointment of a member to the Committee shall become effective upon delivery of his written acceptance of such appointment to the Company.

8.3. Removal of Member. A member of the Committee shall cease to be such upon his death, resignation, removal by the Company or being declared legally incompetent. Any member of the Committee may resign, and such resignation shall become effective upon delivery of his written notice of resignation to the Company and to each other member of the Committee then acting. The Company may remove any or all of the members of the Committee, with or without cause, by delivery to the affected member or members, with copies to each other member then acting of an instrument executed by the Company evidencing such action.

8.4. Acceptance of Appointment. A copy of any instrument evidencing the acceptance of appointment, resignation, or removal of a member of the Committee shall be filed with the records of this Plan and shall be deemed a part of this Plan.

8.5. Action by Committee. Any and all acts may be taken and decisions may be made under this Plan by a majority of the members of the Committee then acting, but if at any time there shall be only one acting member of the Committee, actions may be taken and decisions made by the sole member. The Committee may make any decision or take any action at a meeting duly called and held or by a written document signed by the minimum number of Committee members empowered to take action or make decisions at that time, as hereinabove provided. The Company shall designate a Chairman, Vice Chairman and Secretary of the Committee, and may designate one or more of the remaining members to serve in such other offices as it

shall deem appropriate. Each such officer is authorized to sign any document on behalf of the Committee, and a document so signed shall be conclusively presumed to be the action of the Committee. The Committee may also delegate to each or any one of their number authority to sign documents or to perform ministerial acts on behalf of the Committee.

8.6. Employment of Agents. The Committee may enlist the services of such agents, representatives and advisers as it may deem appropriate to assist it in the performance of its duties under this Plan, including, but not limited to, custodial agents for the Trust Fund, actuaries, attorneys and accountants. The reasonable fees and expenses of such agents, representatives and advisers shall be paid from the Trust Fund, unless they are paid by the Company.

8.7. Compensation and Expenses of Committee. The members of the Committee shall serve without compensation as such, but their reasonable expenses incurred in connection with this Plan shall be paid from the Trust Fund, unless the Employer, in its sole discretion, determines to pay them.

8.8. Committee Powers. The Committee shall have the specific powers elsewhere herein granted to it and shall have such other powers as may be necessary in order to enable it to discharge its responsibilities with respect to this Plan, including, but not by way of limitation, the following:

(a) To interpret and construe this Plan and to determine all questions arising under this Plan, other than those specifically reserved elsewhere herein for determination by the Company, and to correct any defect or supply any omission or reconcile any inconsistency in this Plan in such manner and to such extent as it shall deem expedient to effectuate the purposes and intent of this Plan;

(b) To determine all questions of eligibility and status and rights of Participants and others under this Plan, either directly or on appeal. The Committee shall have the exclusive discretionary authority to determine eligibility for benefits under the Plan, to construe the terms of the Plan, to make factual determinations and to determine any question which may arise in connection with the operation or the administration of the Plan. The actions and the decisions of the Committee shall be conclusive and binding upon the Employer and any and all Participants, Former Participants, Eligible Spouses, Beneficiaries, Alternate Payees and their respective heirs, distributees, executors, administrators, or assignees; subject, however, to the right of Participants, Former Participants, Eligible Spouses, Beneficiaries, Alternate Payees and their respective heirs, distributees, executors, administrators, or assignees to file a written claim under the claims procedure as set forth in Section 8.9;

(c) To request and obtain from the Actuary such recommendations as to methods, factors and assumptions for determining the costs of this Plan and such reports, actuarial valuations and actuarial certifications as are necessary for the determination of normal, early and disability retirement benefits, deferred vested

benefits and pre-retirement death benefits, and optional payments thereof, payable under this Plan;

(d) To make or cause to be made payment of all benefits and expenses payable under this Plan;

(e) To establish reasonable procedures to determine whether a domestic relations order is a Qualified Domestic Relations Order for making payments pursuant to such Order; and

(f) To adopt and to amend from time to time such by-laws and rules and regulations as it shall deem appropriate for the administration of this Plan, which are not inconsistent with the terms and provisions of this Plan.

8.9. Claim for Benefits. A Participant, Former Participant, Alternate Payee or Beneficiary ("Claimant") shall file a claim for benefits with the Committee at the time and in the manner prescribed by it. The Committee shall provide adequate notice in writing or electronically to any Claimant whose claim for benefits under the Plan has been denied. Such notice must be sent within 90 days of the date the claim is received by the Committee, unless special circumstances warrant an extension of time for processing the claim. Such extension shall not exceed 90 days and no extension shall be allowed unless, within the initial 90 day period, the Claimant is sent a notice of extension indicating the special circumstances requiring the extension and specifying a date by which the Committee expects to render its final decision. The Committee's notice of denial to the Claimant shall set forth:

(a) The specific reason or reasons for the denial;

(b) Specific references to pertinent Plan provisions on which the Committee based its denial;

(c) A description of any additional material and information needed for the Claimant to perfect his claim and an explanation of why the material or information is needed;

(d) A statement that the Claimant may:

(i) Request a review upon written application to the Committee;

(ii) Review pertinent Plan documents; and

(iii) Submit issues and comments in writing;

(e) The name and address of the Committee's delegate to whom the Claimant may forward his appeal; and

(f) The procedure for the appeal of such denial and the time limits

applicable for such procedure, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on appeal.

The Committee's notice must further advise the Claimant that his failure to appeal the action to the Committee in writing within the 60-day period shall render the Committee's determination final, binding, and conclusive. Any appeal that the Claimant wishes to make from the adverse determination must be made, in writing, to the Committee, within 60 days after receipt of the Committee's notice of denial of benefits. The Claimant or the Claimant's authorized representative may examine the Plan and obtain, upon request and without charge, copies of all information relevant to the Claimant's appeal. If the Claimant should appeal to the Committee, he or his duly authorized representative may submit, in writing, whatever issues and comments he or his duly authorized representative feel are pertinent. The Committee shall re-examine all facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Committee shall advise the Claimant, in writing, of its decision on his appeal. Such communication shall be written in a manner calculated by be understood by the Claimant and shall include the specific reasons for the decision, specific references to the Plan provisions on which the decision is based, the Claimant's rights to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits, and the Claimant's right to bring a civil action under Section 502(a) of ERISA. The notice of the decision shall be given within 60 days of the Claimant's written request for review, unless special circumstances (such as a hearing) would make the rendering of a decision within the 60-day period unfeasible, but in no event shall the Committee render a decision on an appeal from the denial of a claim for benefits later than 120 days after receipt of a request for review. If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the Claimant prior to the date the extension period commences.

8.10. Liability for Contributions. The Committee shall not be responsible for the determination or collection of any contributions payable under this Plan.

8.11. Plan Administrator. The Company may designate in writing either the Committee, a person who may but need not be a member of the Committee, or a firm or a corporation to act as the Plan Administrator under this Plan. The appointment of a Plan Administrator shall be effective upon delivery of written acceptance of such appointment to the Company and the Committee. The Company may from time to time revoke such designation by notice in writing mailed or delivered to the Company. A copy of any instrument evidencing the designation, acceptance, resignation or removal of the Plan Administrator shall be filed with the records of this Plan and shall be deemed part of this Plan. For any period in which a Plan Administrator has not been appointed under this Section 8.11, the Company shall be the Plan Administrator. The Plan Administrator shall have those responsibilities assigned to the "plan administrator" by ERISA, the Code, any other applicable law, any regulations issued pursuant to any of the foregoing, and the provisions of this Plan.

8.12. Compensation and Expenses of Plan Administrator.

Unless the Plan Administrator is a firm or corporation, the Plan Administrator shall serve without compensation; provided, however, that the reasonable expenses incurred by the Plan Administrator under this Plan shall be paid from the Trust Fund, unless the Employer, in its sole discretion, determines to pay them. If the Plan Administrator is a firm or corporation, its compensation shall be determined by agreement between it and the Company and shall be paid from the Trust Fund, unless the Employer, in its sole discretion, determines to pay it. If the Company is the Plan Administrator, it shall serve without compensation and shall bear its own expenses.

8.13. Allocation of Duties. The Committee and the Plan Administrator may further allocate their fiduciary responsibilities with respect to this Plan among themselves, and may designate any other person or persons to carry out their fiduciary responsibilities under this Plan. Any allocation or designation pursuant to this Section 8.13 shall be in writing and shall constitute a part of this Plan.

8.14. Participation of Committee Members and Plan Administrator. Nothing contained in this Plan shall preclude any member of the Committee or any Plan Administrator from becoming a Participant in this Plan, if he is otherwise eligible, but he shall not be entitled to vote, act upon or sign any document relating to his own participation in, or benefits under, this Plan.

8.15. Books and Records. The Committee and the Plan Administrator shall maintain appropriate records of all actions taken. The Committee and the Plan Administrator shall submit, make available or deliver on request to governmental agencies or instrumentalities, the Company, Participants, Former Participants entitled to benefits under this Plan, Pensioners, Alternate Payees, Beneficiaries and other persons entitled thereto such reports, documents or records as may be required by law, or as they may otherwise deem appropriate. The Company may at any time inspect the records of the Committee and the Plan Administrator.

8.16. Fiduciary Standard. The Committee and the Plan Administrator shall exercise their powers in accordance with rules applicable alike to all similar cases, and they shall discharge all their powers and duties under this Plan in accordance with the terms of this Plan, solely in the interest of Participants, Former Participants entitled to benefits under this Plan, Pensioners, Alternate Payees and Beneficiaries and for the exclusive purpose of providing benefits to Participants, Former Participants entitled to benefits under this Plan, Pensioners, Alternate Payees and Beneficiaries, with the care, skill prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

8.17. Indemnification. To the extent permitted by law, the Company shall indemnify and save each of the members of the Committee and each former member of

the Committee, and the Plan Administrator and each former Plan Administrator, if, while serving as a member of the Committee or as Plan Administrator, such person is or was an employee of the Company or a member of the Committee (hereinbelow referred to as an "Indemnitee"), and their respective heirs and legal representatives, harmless from and against any loss, cost or expense, including reasonable attorney's fees (collectively referred to as "Liability"), which any such person may incur individually, or jointly, or jointly and severally, arising out of or in connection with this Plan, unless such Liability is determined to be due to a willful breach of the Indemnitee's responsibilities under this Plan, ERISA, or other applicable law.

8.18. Dispute as to Duties. In the event that any dispute shall arise as to any act to be performed by the Committee or the Plan Administrator, the Committee or the Plan Administrator, as the case may be, may postpone the performance of such act until final adjudication of such dispute shall have been made in a court of competent jurisdiction.

ARTICLE IX

ADOPTION, AMENDMENT, TERMINATION OR TRANSFER OF ASSETS

9.1. Adoption by Other Companies. Subject to the approval of the Board of Directors of the Company, any Affiliated Company may adopt and become a party to this Plan by resolution of the Board of Directors of such corporation, a certified copy of which shall be delivered to the Committee. The effective date of any such adoption shall be the first day of a calendar month as is fixed in the resolution of adoption.

9.2. Amendment or Termination. The Board of Directors of the Company may amend, terminate or suspend this Plan at any time or from time to time by a duly executed written instrument delivered to the Committee evidencing such action; provided, however, that:

(a) No amendment shall provide for the use of the Trust Fund or any part thereof other than for the benefit of any Participant, Former Participant entitled to benefits under this Plan, Pensioner, Alternate Payee or Beneficiary;

(b) No amendment shall deprive any Participant, Former Participant entitled to benefits under this Plan, Pensioner, Alternate Payee or Beneficiary of any of the benefits which are vested in him or to which he is entitled under this Plan by reason of the prior death, disability or severance of covered employment of the Participant, Former Participant or Pensioner; and

(c) Without limiting the generality of the foregoing and notwithstanding any provision contained in this Plan to the contrary, this Plan may be amended at any time and from time to time in any respect so as to maintain the qualification and exemption of the Plan and the Trust under Sections 401(a) and 501(a) of the Code, and to comply with the provisions of ERISA, regardless of whether any such amendment may change, alter or amend the relative benefits under this Plan of any Participant, Former Participant entitled to benefits under this Plan, Pensioner, Alternate Payee or Beneficiary.

9.3. Termination of Plan. This Plan shall terminate, although the Trust Fund shall continue to be held by the Trustee for distribution in accordance with Section 9.5, if and when:

(a) It is declared terminated by a written instrument duly executed in the name of the Company and delivered to the Committee and the Trustee;

(b) The Company is dissolved or liquidated or disposes of substantially all of its assets without provision for continuation of this Plan by any successor person, firm or corporation; or

(c) The Company is judicially declared bankrupt or insolvent by a court of competent jurisdiction.

9.4. Withdrawal by Participating Employer. Any Employer shall be entitled to withdraw from this Plan with the consent of its board of directors. Any Employer shall be deemed to withdraw from this Plan in the event that it is judicially declared bankrupt or insolvent by a court of competent jurisdiction, or in the event it loses its corporate existence by dissolution or merger, unless, in any said event, its obligations under this Plan continue for any one or more Employer, it shall be deemed that this Plan has been terminated with respect to such withdrawing Employer and in such event the Trustee shall perform the acts set forth in Section 9.5, with respect to the part of the Trust Fund representing the contributions made by the withdrawing Employer. However, if any Employee of the withdrawing Employer is immediately employed by any other remaining Employer, then such Employee shall continue as a Participant in the Plan with the same force and effect as though he had always been employed by the new Employer and such Employee's benefits shall not be transferred to him but shall be continued under this Plan by the new Employer.

9.5. Distribution of Benefits Upon Termination.

(a) Vesting and Allocation of Benefits. Upon termination or partial termination of this Plan, the right of each affected Participant or Former Participant to the benefits accrued to him to the date of such termination or partial termination shall become nonforfeitable. In the event the Plan is terminated in full, the benefits payable to each Participant and Former Participant, and their Eligible Spouses, Beneficiaries and Alternate Payees under this Plan shall be provided for and paid from the Trust Fund in accordance with the order of priority set forth in Section 4044 of ERISA and the regulations and rulings from time to time promulgated thereunder. The Committee shall have the discretionary authority to determine whether a "partial termination" has occurred and the affected Participants and/or Former Participants who are entitled to be fully vested as a result of such partial termination.

(b) Method of Payment. The Committee may, in its discretion, provide for the satisfaction of benefits under this Section 9.5 by the purchase of annuities, by the continuation of the Trust and making provision for the payment therefrom of retirement pensions, by cash distributions from the Trust, or by any combination thereof.

(c) Reversion of Excess Assets. If any of the assets of the Trust Fund shall remain after all liabilities under this Plan have been satisfied, such assets shall be paid to the Company.

(d) Non-Discrimination Requirement. If the Commissioner of Internal Revenue determines that the allocation made pursuant to this Section 9.5 results in discrimination prohibited by Section 401(a)(4) of the Code, then if required to prevent disqualification of this Plan and the Trust under the provision of Section 401(a) of the Code, the assets allocated under Subsection (a) shall be re-allocated to the extent

necessary to avoid such discrimination.

9.6. Limitation on Benefits. The following provisions shall be effective with respect to distributions made on or after May 14, 1990; distributions made prior to May 14, 1990 shall be subject to the restrictions described in Treas. Reg.Section 1.401-4(c).

(a) In the event of Plan termination, the benefit payable to any highly compensated employee or any highly compensated former employee (as defined in Section 414(q) of the Code and as such definition is applied under other qualified retirement plans of the Employer) shall be limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code. If payment of benefits is restricted in accordance with this Subsection (a), assets in excess of the amount required to provide such restricted benefits shall become a part of the assets available under Section 9.5 for allocation among Participants, Former Participants, Eligible Spouses, Beneficiaries and Alternate Payees whose benefits are not restricted under this Subsection (a).

(b) The restrictions of this Subsection (b) shall apply prior to termination of the Plan to any Participant or Former Participant who is a highly compensated employee or highly compensated former employee and who is one of the 25 highest paid employees or former employees of the Employer or an Affiliated Company for any Plan Year. The annual payments to or on behalf of any such Participant or Former Participant shall be limited to an amount equal to (i) the payments that would have been made under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's or Former Participant's Accrued Annual Pension and any other benefits under the Plan (other than a social security supplement) plus (ii) the payments that the Participant or Former Participant is entitled to receive under a social security supplement.

(c) The restrictions in Subsection (b) shall not apply:

(i) if, after the payment of benefits to or on behalf of such Participant or Former Participant, the value of the Plan assets equals or exceeds 110% of the value of the current liabilities (within the meaning of section 412(l)(7) of the Code);

(ii) if the value of the benefits payable to or on behalf of the Participant or Former Participant is less than 1% of the value of current liabilities before distribution; or

(iii) if the value of the benefits payable to or on behalf of the Participant or Former Participant does not exceed $5,000 ($3,500 prior to January 1, 2002).

9.7. Amendment to Vesting Schedule. If any amendment changes the rate at which benefits under this Plan become vested, the Plan Administrator shall give written notice thereof, within 60 days of the later of the date on which such amendment was adopted or became effective, to each Participant who has completed three or more

years of Credited Service prior to the sixtieth day following the latest of (i) the date he receives notice of such amendment, (ii) the date the amendment is adopted, or (iii) the date the amendment becomes effective. Such Participant may elect to have the rate at which his benefits under this Plan vest determined without regard to the amendment by filing a written election with the Plan Administrator within 60 days of the latest of the dates specified in clauses (i), (ii) and (iii) of the preceding sentence, and such election shall be irrevocable.

9.8. Merger of Plan. In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall have a benefit in the surviving or transferee plan if such plan were then terminated immediately after such merger, consolidation or transfer that is equal to or greater than the benefit he would have had immediately before such merger, consolidation or transfer in the plan in which he was then a participant had such plan been terminated at that time. For the purposes hereof, former Participants, Beneficiaries and Alternate Payees shall be considered Participants.

ARTICLE X

TOP HEAVY PLANS

10.1. Definitions. For purposes of this Article X, the following definitions shall apply unless the context clearly indicates otherwise:

(a) "Aggregation Group" shall mean the group of qualified plans sponsored by the Employer or any Related Employer formed by including in such group (1) all such plans in which a Key Employee participates in the Plan Year containing the Determination Date, or any of the 4 preceding Plan Years (effective January 1, 2002, the Plan Year), including any frozen or terminated plan that was maintained within the 5-year period ending on the Determination Date, (2) all such plans which enable any plan described in clause (1) to meet the requirements of either section 401(a)(4) or section 410 of the Code, and (3) such other qualified plans sponsored by the Employer or a Related Employer as the Employer elects to include in such group, as long as the group, including those plans electively included, continues to meet the requirements of sections 401(a)(4) and 410 of the Code.

(b) "Determination Date" shall mean the last day of the preceding Plan Year.

(c) "Five Percent Owner" shall mean:

(i) Any person who owns, or is considered as owning, within the meaning of Section 318 of the Code, as modified by Section 416 thereof, more than five percent (5%) of the outstanding stock of the Employer or any Related Employer or more than five percent (5%) of the total combined voting power of all of the stock of the Employer or any Related Employer; or

(ii) If the Related Employer is not a corporation, any person who owns, or is considered as owning, within the meaning of Section 416 of the Code, more than five percent (5%) of the capital or profits of the Related Employer.

For purposes of this Subsection (c) the Employer and each Related Employer shall not be treated as a single employer, and a person's ownership interest in the Employer or any such Related Employer shall not be aggregated.

(d) "Key Employee" shall mean any individual who is, or was at any time during the Plan Year ending with the Determination Date or any of the four (4) preceding Plan Years (or, effective January 1, 2002, during the Plan Year):

(i) an Officer, but only if the individual's Total Compensation

exceeds (A) 50 percent (50%) of the dollar limit set forth in Section 415(b)(1)(A) of the Code, multiplied by the Adjustment Factor, for a Plan Year beginning before January 1, 2002, or (B) the dollar amount in effect under Section 416(i)(1)(A)(i) of the Code for a Plan Year beginning after December 31, 2001;

(ii) For periods prior to January 1, 2002, a Top Ten Owner, but only if the individual's Total Compensation exceeds the dollar limit set forth in Section 415(c)(1)(A) of the Code, as adjusted for increases in the cost-of-living;

(iii) A Five Percent Owner;

(iv) A One Percent Owner whose Total Compensation exceeds $150,000; or

(v) The Beneficiary of any individual described in clauses (i) through (iv) of this Subsection (d).

(e) "Non-Key Employee" shall mean each individual who is an employee of the Employer or a Related Employer but who is not a Key Employee.

(f) "Officer" shall mean an individual who is an executive in the regular and continued service of the Employer or a Related Employer; provided, however, that the number of employees who are considered Officers for purposes of this Section 10.1 shall not exceed:

(i) Three (3), if the number of employees of the Employer and Related Employers does not exceed thirty (30);

(ii) Ten percent (10%) of the number of employees of the Employer and Related Employers, if the number of employees is more than thirty (30) but less than 500; and

(iii) Fifty (50), if the number of employees of the Employer and Related Employers is 500 or more.

If the number of Officers exceeds the limits set forth in this Subsection (f), then the Officers having the highest annual Total Compensation among all Officers, during the Plan Year ending with the Determination Date and the four (4) preceding Plan Years (effective January 1, 2002, during the Plan Year), shall be considered Key Employees.

(g) "One Percent Owner" shall have the same meaning as Five Percent Owner, except that "one percent (1%)" shall be substituted for "five percent (5%), wherever the latter term appears in Subsection (c).

(h) "Related Employer" shall have the same meaning as defined in Subsection 4.6(n), except at the modifications of Section 415(h) of the Code shall not apply for purposes of this Article X.

(i) "Super Top-Heavy Plan" shall have the same meaning as "Top-Heavy Plan", except that the phrase "ninety percent (90%)" shall be substituted for the phrase "sixty percent (60%)" wherever the latter phrase appears in Subsection (j).

(j) "Top-Heavy Plan" This Plan shall be considered a Top-Heavy Plan for any Plan Year beginning after December 31, 1983, if, as of the Determination Date,

(i) The Plan is not part of an Aggregation Group and the present value of the accrued benefits (as determined using the interest rate and mortality basis set forth in Section 1.2) of Key Employees participating in the Plan exceeds sixty percent (60%) of the present value of the cumulative accrued benefits of all Participants in the Plan, or

(ii) The Plan is part of an Aggregation Group and the present value of the account balances and accrued benefits (as determined using the interest rate and mortality basis set forth in Section 1.2) of Key Employees participating in the Aggregation Group exceeds sixty percent (60%) of the present value of the cumulative account balances and accrued benefits of all participating employees in the Aggregation Group,

as computed in each case in accordance with Section 416 of the Code. For purposes of this Subsection (j), a Participant's accrued benefit or account balance shall not include any tax free rollover (as described in Section 402(a)(5)(A) or Section 408(d)(3) of the Code) or plan-to-plan transfer which (1) is made from the Plan (or, if applicable, plans that are part of the Aggregation Group) if the plan to which the tax free rollover or plan-to-plan transfer is made is an employee benefit plan which is maintained by the Employer and the tax free rollover or plan-to-plan transfer is not initiated by the Participant or (2) is made to any plan which is part of Aggregation Group if the plan from which the tax free rollover or plan-to-plan transfer is made is an employee benefit plan which is not maintained by the Employer or a Related Employer and the tax free rollover or plan-to-plan transfer is initiated by the Participant. The present value of the cumulative account balances or accrued benefit of any Participant or Former Participant shall also include (i) any distributions from the Plan (or, if applicable, from any plan in the Aggregation Group) made to the Participant or Former Participant or his Beneficiary during the Plan Year ending with the Determination Date and any of the four (4) preceding Plan Years or (ii) effective January 1, 2002, the sum of (A) the amount of any in-service distributions made to any Key Employee made from a plan in the Aggregation Group during the 5-Plan Year period ending on the Determination Date and (B) any other distributions made from a plan in the Aggregation Group to a Key Employee during the one-year period ending on the Determination Date. Solely for purposes of

determining if the Plan, or any other plans included in a required Aggregation Group of which this Plan is a part, is Top-Heavy, the accrued benefit of a Non-Key Employee shall be determined under the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer and all Related Employers, or if there is no such method, as if such benefit accrued not more rapidly than the shortest accrual rate permitted under the fractional accrual rule of Section 411(b)(1)(C) of the Code. If an individual is not a Key Employee but was a Key Employee in a prior year or if any individual has not performed services for the Employer at any time during the five-year period (or, effective January 1, 2002, the one-year period) ending on the Determination Date, any Accrued Benefit for such individual shall not be taken into account in determining the Top-Heavy status of the Plan.

(k) "Top Ten Owner" shall mean one of the ten employees owning, or considered as owning, within the meaning of Section 318 of the Code, the greatest interest in the Employer or a Related Employer, but only if such employee owns at least a 0.5% interest in the Employer or the Related Employer. For purposes of this Subsection (k), if two employees have the same ownership interest in the Employer or the Related Employer, the employee with the greater Total Compensation shall be considered as owning the larger interest in the Employer or the Related Employer.

(l) "Total Compensation" shall mean the Employee's compensation" as defined in Subsection 4.6(j), but for years prior to 1998 including, for purposes of Subsections 10.1(d), (f) and (k), amounts excluded from gross income under Sections 125, 402(e)(3), 402(h) or 403(b) of the Code. Notwithstanding the foregoing, effective January 1, 1998, any amounts deducted from an Employee's earnings on a pre-tax basis for group health care coverage because the Employee is unable to certify that he or she has other health care coverage, shall be treated as an amount contributed by the Employer pursuant to a salary reduction agreement under Section 125 of the Code for purposes of determining the Employee's Compensation, so long as the Employer does not otherwise request or collect information regarding the Employee's other health coverage as part of the enrollment process for the Employer's health care plan.

10.2. Top-Heavy Vesting.

(a) Top-Heavy Vesting Schedule. For any Plan Year in which the Plan is a Top-Heavy Plan, if a Participant is credited with service after the Plan becomes a Top-Heavy Plan, then the non-forfeitable percentage of his Accrued Annual Pension (whether or not attributable to Plan Years in which the Plan is a Top-Heavy Plan) shall not be less than the percentage determined in accordance with the following schedule:

Years of Credited Service	Percentage
Less than 2 years	0%
2 years but less than 3	20%

Years of Credited Service	Percentage
3 years but less than 4	40%
4 years but less than 5	60%
More than 5 years	100%

If the Plan ceases to be a Top-Heavy Plan, then the Participant's non-forfeitable percentage of his Accrued Annual Pension shall subsequently be determined in accordance with Section 4. 4; provided, however, that any portion of the Participant's Accrued Annual Pension that was non-forfeitable on the day the Plan ceases to be a Top-Heavy Plan shall remain non-forfeitable. If a Participant has at least three years of Credited Service when the Plan ceases to be a Top-Heavy Plan, then the foregoing shall be subject to the provisions of Section 9.7.

(b) Deferred Vested Pension. If, pursuant to this Section 10.2, a Participant has a non-forfeitable interest in his Accrued Annual Pension, and such Participant subsequently ceases to be an employee of the Employer and all Affiliated Companies (other than by reason of death) before he qualifies for or is receiving a normal retirement pension, early retirement pension or disability retirement pension, he shall be entitled to receive a deferred vested pension pursuant to Section 4.4, notwithstanding the fact that he has not met the service requirements of Subsection 4.4(a).

10.3. Minimum Benefits.

(a) General. At any time when the Plan is a Top-Heavy Plan, the Accrued Annual Pension of any Participant who is a Non-Key Employee shall not be less than the lesser of:

(i) Two percent (2%) of the Participant's compensation, multiplied by the Participant's years of Credited Service completed during a Plan Year in which the Plan is a Top-Heavy Plan; or

(ii) Twenty percent (20%) of the Participant's compensation.

For purposes of this Section 10. 3, a Participant's "compensation" shall mean the average of the Total Compensation for the five consecutive Plan Years when his Total Compensation was highest; provided, that "compensation" shall not include any compensation paid in Plan Years prior to January 1, 1984 or in any Plan Year after the close of the last Plan Year in which the Plan is a Top-Heavy Plan and shall be limited as described in the last three sentences of Section 1.11. The amount accrued by each Non-Key Employee under this Section 10. 3 shall be reduced by any benefits accrued by such Non-Key Employee under any other defined benefit plan which is qualified under Section 401(a) of the Code and to which the Employer or a Related Employer contributes.

(b) Coordination With Other Plans. Notwithstanding the provisions of Subsection (a), in the event that a Non-Key Employee who is entitled to receive a minimum benefit pursuant to Subsection (a) is also a participant in a defined contribution plan maintained by the Employer or a Related Employer and the amount of employer contributions allocated to the account of such Non-Key Employee exceeds 7 1/2% of the Non-Key Employee's Total Compensation for the Plan Year (limited as described in the last three sentences of Section 1.11), then the provisions of Subsection (a) shall not apply to such Non-Key Employee for such Plan Year.

10.4. Maximum Benefits. If, in any Plan Year in which the Plan is a Top-Heavy Plan, a Participant also participates in one or more defined contribution plans maintained by the Employer or a Related Employer, then, effective for Plan Years beginning before January 1, 2000, for purposes of Subsection 4.6(h), respectively, the phrase "1.0" shall be substituted for the phrase "1.25" wherever the latter phrase appears. Notwithstanding the preceding, the provisions of this Section 10.4 shall not apply if the Plan is not a Super Top-Heavy Plan and the Employer contributes to one more defined contribution plans on behalf of each Non-Key Employee who is entitled to receive a contribution thereunder, an amount at least equal to one percent (1%) of the Participant's Total Compensation for the Plan Year (limited as described in the last three sentences of Section 1.11), in addition to any other contribution made on his behalf in order to satisfy the top-heavy provisions of such plan or plans.

10.5. Aggregation of Employers. Except as provided in Subsection 10.1(c), "Related Employers" shall be treated as if they were the Employer.

10.6. No Suspension of Benefits. Notwithstanding any other provision of the Plan, the payment of a Participant's or Former Participant's benefits shall not be suspended during the Participant's or Former Participant's Suspension Service (as defined in Subsection 5. 4(a)(i)) during any period in which the Plan is a Top-Heavy Plan or a Super Top-Heavy Plan.

ARTICLE XI

MISCELLANEOUS

11.1. No Rights Implied. Neither the establishment of this Plan nor any modification thereof, nor the creation of the Trust Fund, nor the payment of any benefit shall be construed as giving any Participant, Former Participant, Pensioner, Beneficiary, Alternate Payee or any other person whomsoever, any interest in or title to any specific property in the Trust Fund or any interest whatsoever in this Plan or the Trust Fund other than the right to receive payment solely from said Trust Fund in accordance with the provisions of this Plan, nor shall the same be construed as giving such Participant, Former Participant, Pensioner, Beneficiary, Alternate Payee or any person whomsoever, any legal or equitable rights against the Employer, the Company, the Committee, the Plan Administrator or the Trustee, unless the same shall be specifically provided for or conferred in accordance with the terms and provisions of this Plan or of ERISA.

11.2. Exclusive Benefit Rule.

(a) No Diversion of Trust Assets. Notwithstanding anything contained in this Plan or the Trust to the contrary, 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 Participants, Former Participants entitled to benefits under this Plan, Pensioners or their Beneficiaries and Alternate Payees, and no part thereof shall ever revert to the Employer, except as specifically provided for in Subsection (b) and in Subsection 9. 5(c).

(b) Exceptions. Notwithstanding the provisions of Subsection (a), a contribution made by the Employer may be returned to the Employer if:

(i) The contribution is made by reason of a mistake of fact; or

(ii) The contribution is conditioned on its deductibility for Federal income tax purposes and such deduction is disallowed (but only to the extent the deduction for such contribution is disallowed);

provided, however, that such contribution may be returned only within one year of the discovery of the mistake of f act or the disallowance of the deduction for Federal income tax purposes, as the case may be. Effective July 16, 1990, for purposes of this Subsection (b), unless otherwise indicated at the time a contribution is made, all contributions shall be deemed to be conditioned on deductibility for Federal income tax purposes.

11.3. Exclusive Benefit. This Plan and the Trust are created for the exclusive

benefit of Employees of the Employer and shall be interpreted in a manner consistent with being qualified under Section 401(a) and exempt under Section 501(a) of the Code.

11.4. No Employment Contract. This Plan and the Trust shall not be construed as creating any contract of employment between the Employer and any Employee; and the Employer shall have the same control over its Employees as though this Plan and the Trust had never been executed.

11.5. More than One Fiduciary Capacity. Any person, firm, corporation or other entity may serve in more than one fiduciary capacity with respect to this Plan.

11.6. Governing Law. This Plan shall be construed according to the laws of the Commonwealth of Pennsylvania, where it is made and where it shall be enforced, except to the extent such laws may have been superseded by ERISA.

11.7. Statutory References. Any reference to the Code or to ERISA or to any provisions thereof or regulations thereunder shall apply as well to any successor statutory or regulatory provision of any Revenue Act or Pension Act of general application.

IN WITNESS WHEREOF, and as evidence of the adoption of this amended and restated Plan by the Company, AMETEK, Inc. has executed the same this 3rd day of April, 2003.

AMETEK, Inc.

By: /s/ Donna F. Winquist

ATTEST

By: Kathryn E. Londra

(SEAL)

EXHIBIT 99.1

AMETEK, INC.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Frank S. Hermance, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(a) The Report fully complies with Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ Frank S. Hermance
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Frank S. Hermance
Chairman and Chief Executive Officer

Date: May 9, 2003

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 99.2

AMETEK, INC.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John J. Molinelli, Executive Vice-President - Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(a) The Report fully complies with Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ John J. Molinelli
- ---------------------
John J. Molinelli
Executive Vice President - Chief Financial Officer

Date: May 9, 2003

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.