

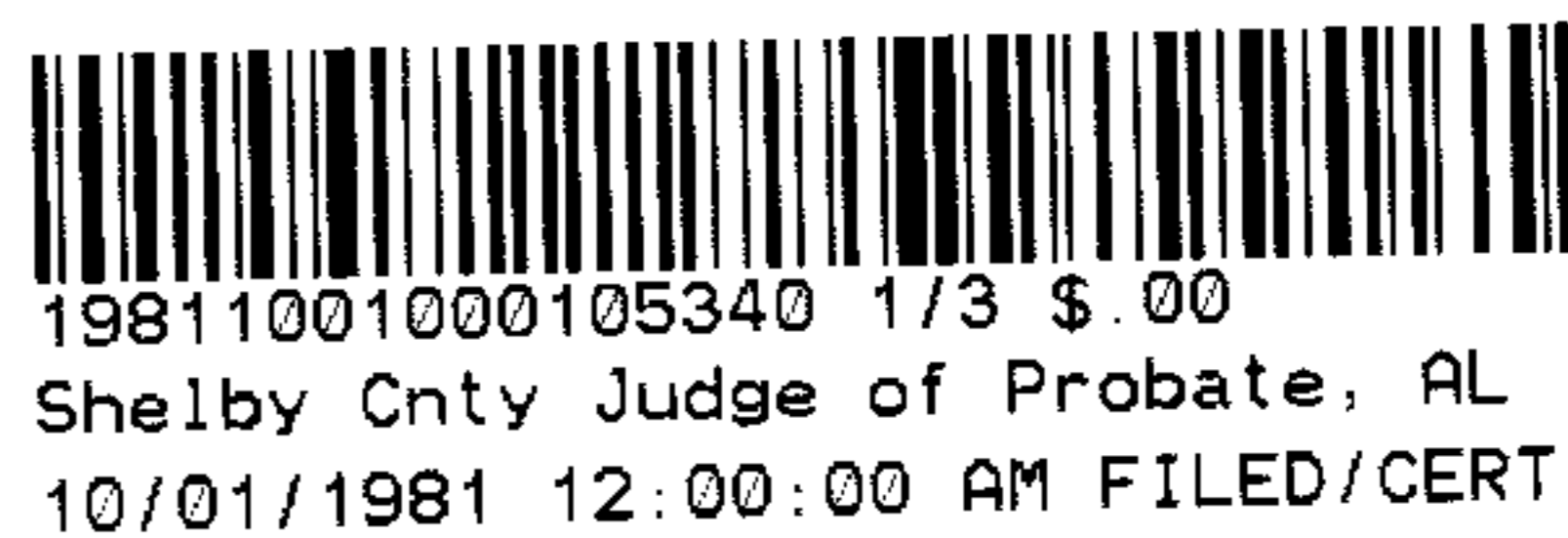
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Amendment to

The Rogers Diesel Engineering Company, Inc.
Profit Sharing Plan & Trust

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF JEFFERSON



Be It Known, That on this 14th day of September, 1981.

Before me, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of Jefferson, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

Personally came and appeared:

Sidney F. Rogers, Sr., Wayne F. Traverse, and Sidney F. Rogers, Jr., all Trustees, and Sidney F. Rogers, Sr., herein also appearing and acting for Rogers Diesel Engineering Company, Inc., a corporation organized under the laws of Louisiana, domiciled and having its principal place of business in the Parish of Jefferson, State of Louisiana (hereinafter referred to as "Employer"), and by virtue of the Unanimous Consent Agreement by the Board of Directors of the Employer dated September 14th, 1981, a certified copy of which is attached and made a part hereof; who declared that they now appear for the purpose of executing this Act of Amendment and putting into authentic form the amendments so agreed to by the unanimous consent of all the Directors of said corporation, under the right reserved in Article IX of the Trust Document.

And said appearers declared that by said unanimous vote of all the Directors of said Employer, it was resolved that section 11.06 of the Profit Sharing Plan be amended so that said section 11.06 shall read as follows:

AMENDMENT TO PLAN

11.06 - Upon the application of any Participant, the Administrator with approval of the Investment Manager, in accordance with the uniform, non-discriminatory policy, may make a loan or loans to such Participant. In no event shall the total of any such loan or loans to any Participant, plus Interest thereon, exceed the

Courtney Mason

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Nonforfeitable Accrued Benefit of such Participant. The funds from said loan or loans may be applied to any purpose the Participant may desire. The Trustee shall require adequate security in addition to his Nonforfeitable Accrued Benefit.

All such loans shall be considered investments of the Trust Fund, and Interest shall be charged thereon at a rate which is approximately the same as the rate of return equal to the "prime rate" for prime borrowers plus a service charge at the rate of one percent (1%) per annum, but in no case shall the Participant pay more than the legal rate of Interest. Every loan applicant shall receive a clear statement of the charges involved in each loan transaction. This statement shall include the dollar amount and annual Interest rate of finance charge.

Any such loan or loans shall be repaid by the Participant over any period of time not to exceed ten (10) years and said repayment shall be in approximately equal installments payable on an annual or more frequent basis. In the event that the Participant does not repay such loan within the time prescribed by the Administrator, the Administrator may deduct the total amount of such loan or any portion thereof from any payment or distribution from the Trust Fund to which such Participant or his Beneficiary or Beneficiaries may be entitled. In the event that the amount of any such payment or distribution is not sufficient to repay the remaining balance of such loan, such Participant shall be liable for and continue to make payments on any balance still due from him.

And said a-peearers further declared that by said unanimous vote of all the Directors of said Employer, it was resolved that Section 8.09 of the Profit Sharing Plan be amended so that said Article 8.09 shall read as follows:

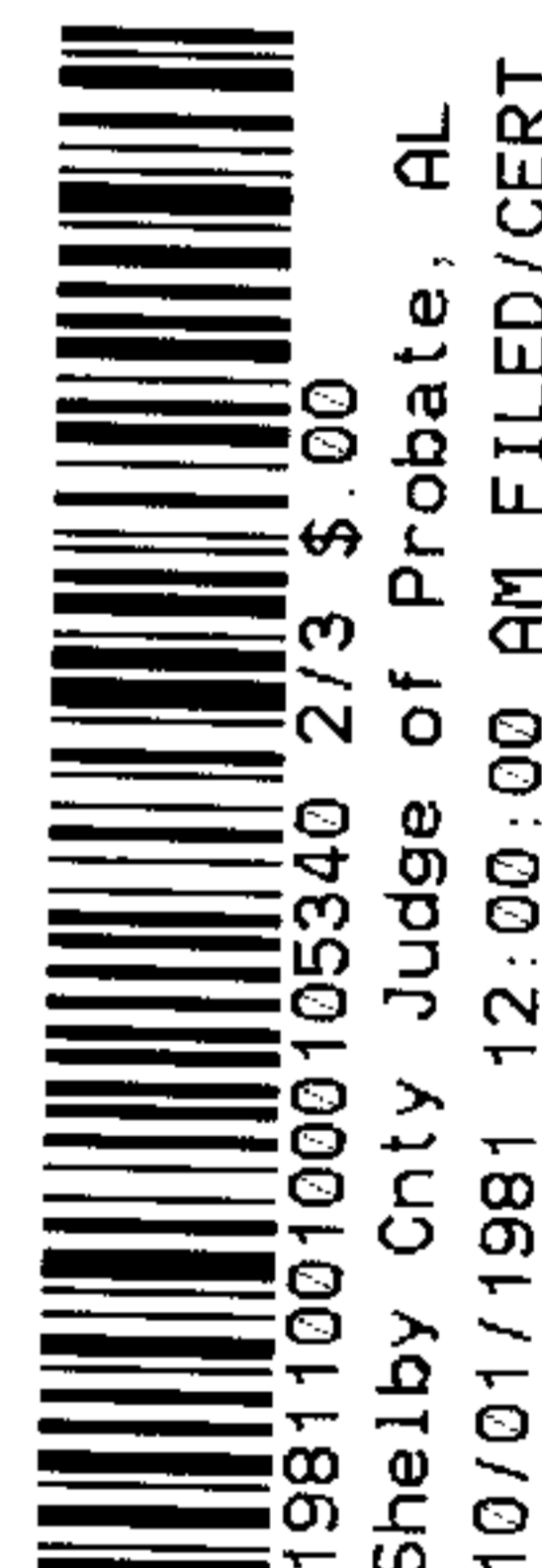
8.09 DUTIES OF INVESTMENT MANAGER - The Investment Manager shall have the responsibility and authority to purchase, sell, invest and reinvest all or part of the Trust Fund in such property including, but not limited to cerificates of deposit, any common trust fund or funds, whether operated by the Trustee as a part of its trust or banking operation or by any bank or trust company, stocks, bonds, mutual funds or other securities, contracts, variable annuities, real estate, mortgages or other investments of any and every nature permissible under applicable laws and regulations. It is expressly intended that the funds of the Trust may be invested in qualifying Employer real property and/or qualifying Employer securities. In no case, however, shall more than one hundred percent (100%) of the assets of the Trust consist of such investments. The Investment Manager shall not require the Trustee to provide security for Trust Funds deposited in the banking or trust department of said Trustee. The Investment Manager is authorized to sell trust assets to anyone including participants in accordance with ERISA.

In addition, the Investment Manager may:

(a) Borrow, lend or raise money for the purposes of the Trust in such amount, and upon such terms and conditions, as deemed advisable by the Investment Manager, for any sum so borrowed, to issue a promissory note and to secure the repayment thereof by pledging all or any part of the Trust Fund. For any sum so lent, to acquire a promissory note and to require and hold collateral to secure the repayment.

(b) Retain such portion of the Trust Fund in cash or cash balances as may, from time to time, be deemed to be in the best interests of the Trust created hereby, without liability for earnings thereon.

(c) Acquire real estate by purchase, exchange, or as the result of any foreclosure, liquidation, or other salvage of any investment previously made hereunder; to hold such real estate in such manner and upon such terms as deemed advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease, for any term or terms of years, any such real estate or any other real estate constituting a part of the Trust Fund, upon such terms and conditions as deemed proper, using other Trust assets for any of such purposes if deemed advisable.



(d) Invest Trust Funds in an Insurance or Annuity Contract, for the general benefit of the Trust. Such amounts will be decided on by the Board of Directors.

(e) Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(f) Employ one or more persons to render advice or services with regard to any responsibility or duty provided herein.

(g) Not cause the Plan to engage in a transaction which is knowingly prohibited under Section 4975 of the Internal Revenue Code or adverse to the interest of Participants or their Beneficiaries.

The Investment Manager may keep a separate earmarked account for each Participant and shall deposit all amounts contributed into the earmarked account. The Participant shall notify the Investment Manager in writing, his desire of the type of investments to be made in his account. Each Participant shall have the right at any time by a written request to the Investment Manager to change the investments in his account. The Participant may select any type of investment authorized by the laws of the state for the investment of Trust Funds, provided however, that if the Participant requests an investment which the Investment Manager deems not proper for the Trust, the Investment Manager shall notify the Participant in writing of his disapproval of the investment and shall hold in cash such amounts which are then uninvested, until a later selection is made in writing by such Participant of an investment which the Investment Manager does approve. In any event, each Account of a Participant shall be earmarked for that Participant and all contributions credited to his Participant Account plus all income thereon or less any losses and expenses thereon shall be used for the sole and exclusive benefit of that Participant or Beneficiaries.

The purchase or sale of any investment shall be made by the Investment Manager pursuant to a written request of the Participant, except when in the judgement of the Investment Manager, the market value of the investments held for the benefit of any Participant, if converted to cash for purposes of liquidation, would be less than the amount equal to the aggregate Employer Contributions allocated to his Account multiplied by the percentage of such Participant's vested interest.

Any of the foregoing actions taken pursuant to subsections (a) to (g), both inclusive, must be undertaken in a prudent manner and be consistent with the objectives of the Plan and made within the intent of Section 2.04.

The Investment Manager shall be paid compensation, and be reimbursed for expenses, in accordance with Section 8.06. The Investment Manager may resign or be removed and a successor appointed in accordance with the procedure established in Section 8.07 for removal, resignation, and appointment of Trustees.

Thus Done and Passed in the Parish and State aforesaid on the 14th day of September, 1981, in the presence of the undersigned witnesses and me, Notary.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

Rec. 4.50
Ind. 1.00
3.50

1981 SEP 30 PM 3:41

Witnesses:

Molly M. Barker

Sidney F. Rogers, Sr.,
Trustee

Wayne F. Traverse
Trustee

Reginald Quillen

Sidney F. Rogers, Jr.
Trustee

Rogers Diesel
Engineering Co., Inc.

By: Sidney F. Rogers, Sr.

A TRUE COPY

Leigh Traverse
NOTARY PUBLIC

My Commission is for life.

Leigh Traverse LEIGH TRAVERSE
Notary Public
Baxter, Syracuse, & Traverse
3349 Ridgelake Drive
Suite 104
Metairie, LA 70002
504-835-2908

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Shelby Cnty Judge of Probate, AL
10/01/1981 12:00:00 AM FILED/CERT