HIGHLIGHTS

OF

THE SAVINGS

AND

INVESTMENT PLAN

For Regular Full-Time Employees

of

SUPERIOR FARMING COMPANY

a Subsidiary of

THE SUPERIOR OIL COMPANY

Effective April 1, 1975

SP-1
(Revised 4-1-75)

FOREWORD

This write-up describes the highlights of the Savings and Investment Plan with which all employees should be familiar. The full and official text of the Plan is on file at the Main Office of Superior Farming Company and will be made available to participants upon request. Since this write-up is a non-technical explanation of the Plan, the actual text of the Plan shall govern in the event of any explanatory conflicts.

Included in this write-up are changes adopted by the 3rd Amendment to the Plan, effected April 1, 1972.

If you have any questions concerning the Plan or if you wish to obtain any of the forms mentioned in this write-up, ask your supervisor or contact the Personnel Department at the Main Office.

SAVINGS AND INVESTMENT PLAN

PURPOSE

The purpose of the Plan is to encourage and assist employees in providing additional security for retirement or future financial needs by means of a systematic program of savings and investments. At the same time, the Plan provides employees an opportunity to acquire an interest in the stock of The Superior Oil Company and Canadian Superior Oil Ltd.

ELIGIBILITY

All regular, full-time employees of the Company (and certain employees of subsidiary companies as designated in the Plan) who have completed at least one (1) year of continuous service are eligible to join the Plan.

Your participation in the Plan is voluntary. You may join the Plan on its effective date if you are then eligible, or on the first day of any month coincident with or following the date you become eligible. You simply submit a completed Application Form to the Administrative Committee at least fifteen (15) days prior to the date you wish to enter.

EMPLOYEE CONTRIBUTIONS

You may contribute from 2% to 8% of your monthly basic earnings depending upon your completed years of continuous service with the Company as set forth in the following schedule. Your contributions will be rounded to the nearest dollar.

Completed Years of Continuous Service	Percentage of Basic Monthly Earnings
1 but less than 10	2%, or 4%
10 but less than 20	2%, 4%, or 6%
20 or more	2%, 4%, 6%, or 8%

For the purpose of this Plan, basic monthly earnings will be your monthly earnings in effect on the last day of the preceding calendar quarter. Overtime in excess of your normal workweek, commissions, bonuses, shift differentials, or any other premium or extra compensation will not be included as earnings under the Plan.

YOU MAY CHANGE YOUR CONTRIBUTIONS

The percentage you contribute to the Plan may be changed at the beginning of any Plan Year and once during any Plan Year by submitting a properly completed Change Form to the Administrative Committee at least fifteen (15) days prior to the date you wish such change to be made.

No changes in your contribution percentage may be made under the Plan unless you request the Administrative Committee to make a change. Therefore, if due to continued service you should qualify for a greater percentage contribution, you must submit a Change Form to the Committee to increase your percentage if you wish to contribute at the higher rate.

Changes in employee contribution percentages will become effective on the first day of the month.

COMPANY CONTRIBUTIONS

The Company contributes, out of its current or accumulated profits, an amount equal to fifty percent (50%) of the amount you contribute. The Company's contributions will normally be paid monthly to the Trustee along with your contributions.

INVESTMENT PROVISIONS

How Your Contributions Are Invested -
You alone have the responsibility for deciding how your contributions to the Plan are to be invested. You have four choices as to what you want done with your own savings. You may choose to have your contributions invested in:

(1) Fund A - 100% in Common Stock of The Superior Oil Company.

(2) Fund B - 100% in Capital Stock of Canadian Superior Oil Ltd.

(3) Fund C - 100% in obligations issued or guaranteed by the United States of America and in corporate bonds or other fixed income securities to be invested at the Trustee's discretion.

(4) Fund D - 100% in equity securities selected by the Trustee.

All of your contributions must go into only one of the four (4) funds at any one time. However, you may change your investment option from time to time but not more often than once during any Plan Year. The transferring of investments between funds is not permitted.

To change your investment option simply submit a Change Form to the Administrative Committee. The form should be submitted at least fifteen (15) days prior to the date you wish the change to become effective. Changes will become effective only on the first day of the month.

How The Company Contributions Are Invested -
The Company's contributions to the Plan will be invested by the Trustee in either Fund A, Fund B, Fund C or Fund D or in any combination of the four (4) funds as the Company shall from time to time direct.

INVESTMENT ACCOUNTS

The funds received during any month by the Trustee for your accounts will normally be invested by the tenth of the following month. All shares and/or units purchased for your Accounts will be calculated to the third decimal place. While you are a participant in the Plan, two types of accounts will be maintained for you by the Trustee.

(1) Participant Accounts - Separate accounts will be kept for you in each of the four investment funds in which any of your own contributions are invested.

(2) Employer Accounts - Separate Company accounts will also be kept for you in each of the four funds in which any of the Company contributions made in your behalf are invested.

As soon as practicable after the end of each Plan Year, the Trustee will mail a statement showing the amount of your contributions, the Company contributions made for you, the shares or units credited to your Accounts, and the market value of your investments as of the end of the Plan Year.

SUSPENSION OF EMPLOYEE CONTRIBUTIONS

Voluntary Suspension -
You may voluntarily suspend your contributions to the Plan by submitting a properly completed Change Form to the Administrative Committee. All voluntary suspensions are subject to the following conditions:

(1) Your contributions cannot be resumed until the first of the month following the third month after the date you suspend.

(2) Your contributions must be resumed on the first of the month following the fourteenth month after the date you suspend.

(3) You may not suspend your contributions more than once each Plan Year.

(4) Each suspension period must be separated by at least a six month period during which time you make contributions to the Plan.

Automatic Suspension –
Your contributions to the Plan will be automatically suspended if you are:

(1) Receiving less than full pay sick leave,

(2) On an authorized leave of absence without pay,

(3) On lay off due to lack of work which does not break your continuity of service, or,

(4) On military leave.

Penalties for Suspension –

(1) During any period in which your contributions are suspended, the Company will not make any contributions in your behalf.

(2) If you voluntarily suspend and do not resume your contributions within fourteen (14) months, you shall be required to withdraw from the Plan.

(3) No period of suspension shall be counted toward the number of months required for vesting in Company contributions except as provided in (4) below.

(4) No make-up of suspended contributions will be permitted except in case of military leave. If you return from military leave, you may make up your contributions for the period of such absence provided you also make up any contributions to the Retirement Plan you may have missed prior to January 1, 1973.

(5) If your continuity of service should be broken during any period of suspension, your participation in the Plan will be automatically terminated and you shall be required to withdraw from the Plan.

VESTING

Although the Company contributions are credited to you each month, they are only tentatively yours until they become vested. Vesting refers to the time or situation required for you to acquire full right to the contributions made by the Company for you (plus any dividends, earnings, appreciation or loss of value). You will be 100% vested in Company contributions after sixty (60) months of participation or if you are terminated due to lay-off (which results in a break in continuous service) total and permanent disability, retirement or death. No vesting is granted to participants who voluntarily quit prior to sixty (60) months of participation or to any participant who shall be discharged for dishonesty or moral turpitude regardless of length of participation in the Plan.

WITHDRAWALS

Full Withdrawal During Employment -

You may terminate your participation in the Plan and withdraw the total value of your Participant Accounts at the end of any month by submitting the necessary forms to the Administrative Committee fifteen (15) days prior to such date. If you are vested in Company contributions at the time of your withdrawal, you will also receive the total value of the Employer Accounts held for you under the Plan.

Penalties for Full Withdrawal -

(1) You may not re-enter the Plan until the first of the month next following the expiration of twelve (12) months from the date of your withdrawal, and you will lose credit for all past participation.

(2) If you are not vested in Company contributions at the time of your withdrawal the total value of the Employer Accounts held for you will be forfeited and will be used to reduce future Company contributions.

Partial Withdrawal During Employment -

After sixty (60) months of contributions to the Plan, you may make a partial withdrawal without penalty once in any calendar year. You may withdraw any number of whole shares or units up to:

(1) 50% of the total number of shares or units (rounded to the nearest whole share or unit) credited to your Participant Account in each Fund, since the date of last entry into the Plan through December 31st of the previous year,

<u>LESS</u>,

(2) the number of shares or units you may have previously withdrawn under this provision since the date of last entry,

<u>HOWEVER</u>,

(3) the aggregate market value on the respective dates of withdrawal, of all shares or units withdrawn from any Fund, may not exceed the total contributions made to such Fund.

(4) Only full shares may be withdrawn from Funds A and B and cash from Funds C and D.

(5) If you have contributions in more than one Fund and withdraw less than 50% of the total shares or units in your Participant Account, you may select the Fund or Funds from which your withdrawal is to be made, subject to (1) (2) and (3) above.

For Example:

Your Vested Participant Account in each Fund as of December 31, 1972 was as follows:

Participant Account	Employee Contributions	Shares or Units	Market Value (at date of withdrawal)
Fund A	$ 1,500	10	$ 2,000
Fund B	2,000	50	2,500
Fund C	1,000	100	700
Fund D	500	50	1,250
Total	$ 5,000		$ 6,450

During 1973, your maximum withdrawal would be 5 shares of Fund A, 25 shares of Fund B, $350.00 (50 Units) from Fund C and $500.00 (20 Units) from Fund D.

Withdrawal Upon Termination of Employment -

If your employment is terminated, you must withdraw the total value of your Participant Accounts. If you are vested in Company contributions at the time of your termination, you will also receive the total value of the Employer Accounts held for you under the Plan.

How Payments Will Be Made -

When you make a withdrawal, the Trustee will send you a stock certificate representing the number of whole shares of stock withdrawn, if any, in Fund A or B and a check for the market value of any fractional shares you may have in these two accounts. The value of your interest in Funds C or D, if any, will be paid in cash by check. A MINIMUM OF SIXTY (60) DAYS IS NORMALLY REQUIRED TO PROCESS ANY WITHDRAWAL.

Early Retirement Deferred Distribution --

In the event you decide to retire prior to the year in which you reach age 65, you should consider whether you wish to defer distribution of your Savings and Investment Plan Account until the beginning of the year following retirement. This election may result in tax savings because distribution will not occur in a year in which you also receive Company pay. Your election must be in effect at least six (6) months prior to your early retirement date and once made cannot be revoked for a period of at least six (6) months.

IF YOU ARE LAID-OFF DUE TO LACK OF WORK

If you are on lay-off, you may leave your contributions in the Plan for a period depending upon your continuous service.

Years of Service	Consecutive Days Laid-Off
1 but not 5 years	120
5 but not 10 years	240
10 years and over	365

While you are on lay-off you will not make any contributions or receive any participation credit. If you are re-instated during this period you will automatically resume contributions to the Plan. If you withdraw your contributions while on lay-off (but prior to date service continuity is broken) you will forfeit vesting of the Company's contributions unless you were vested prior to lay-off.

FEDERAL INCOME TAXES

Contributions and Earnings During Participation in Plan

Since your contributions to the Plan are deducted from your taxable salary or wages, no additional income tax is payable with respect to such contributions. During the period of your participation in the Plan, you are not subject to income tax on the Company's contributions to the Plan for your account or upon dividends or interest earned from both your contributions and Company contributions.

Partial Withdrawal

There are no immediate income tax consequences upon partial withdrawal, since you are considered to be withdrawing a part of your own contributions to the Plan. However, if your partial withdrawal consists of shares of stock from Funds A or B, you will realize capital gain or loss upon any subsequent sale of such stock, measured by the difference between the sales proceeds and your tax basis of the shares sold. Your tax basis of the withdrawn shares will be the lesser of (1) the Trust's cost of such shares or (2) their market value at the date of withdrawal. The gain or loss realized will be long-term capital gain or loss only if the shares are sold more than six months after the date of withdrawal.

Total Withdrawal

The tax consequences of a gain realized upon your total withdrawal from the Plan due to termination of employment (due to retirement, death, disability or lay-off) are more favorable to you than the tax consequences of a gain realized where you make a total withdrawal but continue your employment.

1) Termination of Employment
You will be subject to ordinary income tax on the total Company contributions made for your account after December 31, 1969; however, if the total gain realized is less than the amount of such post - 1969 Company contributions, your ordinary income will be such lesser amount. If the total gain realized exceeds such post-1969 Company contributions, such excess will constitute long-term capital gain, except to the extent of the amount of unrealized appreciation, if any, in Superior or Canadian Superior distributed to you. Such unrealized appreciation (the amount by which the market value of the stock at the time of distribution exceeds the Trust's cost of such stock) will be taxable as long-term capital gain to the extent it is actually realized upon the sale of the stock by you, even within six months from the date of distribution. The amount of tax on the ordinary income described in the first sentence hereof may be subject to a special limitation provided in section 72(n) of the Internal Revenue Code.

2) Continued Employment
You will be subject to ordinary income tax on the entire amount of gain realized upon total withdrawal under these circumstances, except to the extent of the amount of unrealized appreciation, if any, in Superior or Canadian Superior stock which were acquired by the Trust with your contributions only and earnings thereon. The amount of such unrealized appreciation which is actually realized by you upon a subsequent sale of this stock is taxable as long-term capital gain only if such sale of stock is made more than six months after the date of distribution.

General

The foregoing summary of Federal income tax consequences is based on the Company's interpretation of existing law, regulations, Internal Revenue Service rulings and court decisions. No attempt has been made to cover all possible situations or interpretations.

State income tax laws vary in the tax treatment of withdrawals from Savings and Investment Plans and are therefore beyond the scope of this summary. It will be necessary for you to determine the nature and extent of any state income tax problems.

Upon any withdrawal, the Trustee will furnish you with detailed information which should be sufficient to enable you to determine the Federal income tax consequences. However, it may be necessary for you to consult with your tax advisor, to clarify any Federal or state income tax problems arising from any withdrawal from the Plan.

VOTING OF SECURITIES

You will vote the full shares of stock purchased with your own contributions under Funds A and B. Prior to each annual or special meeting, the Trustee shall mail to each participant (who has one or more full shares of stock) a copy of the proxy solicitation material together with a form requesting confidential instructions to the Trustee on how to vote the number of full shares credited to the Participant's Employee Account.

The Trustee has all voting rights with respect to all other stock held under the Plan.

BENEFICIARIES

When you join the Plan you must designate a beneficiary. You may change this beneficiary at any time by submitting the proper form to the Administrative Committee.

ADMINISTRATION

The Plan will be administered by an Administrative Committee of not less than three persons appointed by the Board of Directors of the Company. The Committee has powers and duties as set forth in the Plan including the right to interpret and administer provisions of the Plan.

TRUSTEE

The Company shall enter into a Trust Agreement with one or more Trustees under the Plan to provide for the receiving, holding, and investing and disbursing of all monies under the Plan. The Trustees shall also have other such rights, powers and authorities as set forth in the Trust Agreement.

NON ASSIGNABILITY

Except for the right to name a beneficiary, your benefits and contributions (including the benefits of your beneficiary) shall not be assignable either voluntarily or involuntarily or by option of law except in payment of a debt due to the Company.

THE PLAN'S FUTURE

The Company intends to continue this Plan indefinitely, but must necessarily reserve the right to revise, suspend or terminate the Plan at any time.