As filed with the Securities and Exchange Commission on March 24, 1999.

REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3

Registration Statement
under
The Securities Act of 1933

NEWELL CO.
(Exact name of registrant as specified in its charter)

Delaware	36-3514169
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

Newell Center
29 East Stephenson Street
Freeport, Illinois 61032
(Address of principal executive offices, including zip code)

Dale L. Matschullat
Vice President-General Counsel
6833 Stalter Drive, Suite 101
Rockford, Illinois 61108
(Name and address of agent for service)

(815) 381-8110
(Telephone number, including area code, of agent for service)

Approximate Date of Commencement of Proposed Sale to the Public: From time to time after the Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. [ ]

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. [x]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [ ]

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per share (1)	Proposed maximum aggregate offering price (1)	Amount of registration fee
Common Stock, $1.00 par value (including Common Stock Purchase Rights)	300,000	46.766	14,029,800	4,139

(1) Based upon $46.766 per share, the average of the high and low sales prices of the Common Stock as reported on the New York Stock Exchange on March 22, 1999. (See Rules 457(c) and 457(b) of the Securities Act of 1933).

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement will thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission acting pursuant to said Section 8(a) may determine.

SUBJECT TO COMPLETION - DATED MARCH 24, 1999

PROSPECTUS

NEWELL CO.

300,000 Shares
Common Stock, $1.00 Par Value

RUBBERMAID RETIREMENT PLAN

This Prospectus relates to shares of common stock of Newell Co. which may be offered and sold under the Rubbermaid Retirement Plan.

Our common stock is traded on the New York Stock Exchange and the Chicago Stock Exchange under the symbol "NWL." On March 19, 1999, the closing sale price of the common stock on the New York Stock Exchange was $47.25 per share.

The mailing address and telephone number of Newell's principal executive offices are: 29 East Stephenson Street, Freeport, Illinois 61032; telephone: (815) 235-4171.

This Prospectus should be retained for future reference.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this Prospectus is March ___, 1999

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not

soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

You should rely only on the information provided or incorporated by reference in this Prospectus. The information in this Prospectus is accurate as of the dates on these documents, and you should not assume that it is accurate as of any other date.

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's public reference rooms in Washington, D.C., New York, New York and Chicago, Illinois. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our SEC filings are also available to the public at the SEC's web site at http://www.sec.gov.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus, and later information that we file with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until our offering is completed:

1. Annual Report on Form 10-K for the year ended December 31, 1998;

2. Current Report on Form 8-K filed with the SEC on March 11, 1999;

3. The description of our common stock contained in Newell's Registration Statement on Form 8-B filed with the Securities and Exchange Commission on June 30, 1987; and

4. The description of Newell's Rights contained in our Registration Statement on Form 8-A12B dated August 28, 1998.

You may request a copy of these filings at no cost, by writing to or telephoning us at the following address:

Newell Co.
6833 Stalter Drive
Suite 101
Rockford, Illinois 61108
Tel: 1-800-424-1941
Attn: Office of Investor Relations

You should rely only on the information incorporated by reference or provided in this prospectus. We have not authorized anyone else to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this prospectus is accurate as of any date other than the date on the front of the document.

NEWELL

Newell is a manufacturer and full-service marketer of staple consumer products sold to high-volume purchasers, including home centers and hardware stores, office superstores and contract stationers, discount stores and warehouse clubs, department and specialty stores, and drug

and grocery stores. Newell's basic business strategy is to merchandise a multi-product offering of brand name consumer products, which are concentrated in product categories with relatively steady demand not dependent on changes in fashion, technology or season, and to differentiate itself by emphasizing superior customer service. Newell's multi-product offering consists of staple consumer products in three major product groups: Hardware and Home Furnishings, Office Products, and Housewares.

Newell believes that its primary competitive strengths are superior customer service, innovative marketing and merchandising programs, a broad multi-product offering, market leadership in virtually all product categories, decentralized manufacturing and marketing, centralized administration, and experienced management. Newell uses industry leading technology which contributes to its consistent on time delivery of products to its customers.

Newell's principal corporate offices are located at the Newell Center, 29 East Stephenson Street, Freeport, Illinois 61032, and its telephone number at these offices is 1-815-235-4171.

On March 24, 1999, Rubbermaid Incorporated was merged with Newell. Rubbermaid and its subsidiaries manufacture, market, sell and distribute products for resale in the consumer, commercial, industrial, institutional, specialty, agricultural and contract markets. The items produced and marketed by Rubbermaid are principally in the home, juvenile, infant and commercial products categories, and include such product lines as: housewares, hardware, storage and organizational products, seasonal items, leisure and recreational products, infant furnishings, children's toys and products, commercial and industrial maintenance products, home health care products, sanitary maintenance items, and food service products. Rubbermaid's broad range of products are sold and distributed through its own sales personnel and manufacturers' agents to a variety of retailers and wholesalers, including discount stores and warehouse clubs, toy stores, home centers and hardware stores, supermarkets, catalog showrooms and distributors serving institutional markets. Rubbermaid's basic strategy is to market branded, high-quality products that offer high value to customers and consumers. Value is that best combination of quality, service, timeliness, innovation and price as perceived by the user.

DESCRIPTION OF THE RUBBERMAID RETIREMENT PLAN

HIGHLIGHTS OF THE RUBBERMAID RETIREMENT PLAN

On March 24, 1999 (i) Rubbermaid merged into Newell and became a wholly owned subsidiary of Newell and (ii) Newell changed its name to Newell Rubbermaid Inc. In connection with this corporate merger, each share of Rubbermaid Common Stock held under the Plan as of the merger date has been converted into .7883 shares of Newell Rubbermaid Common Stock. The portion of your Plan account that has been converted into Newell Rubbermaid Common Stock will continue to be subject to your current investment direction, unless and until you change your investment direction in accordance with applicable Plan procedures. All other Plan provisions and procedures remain unchanged.

This summary contains an explanation of a very valuable benefit: the Rubbermaid Retirement Plan (formerly known as the Rubbermaid Incorporated Associates' Profit Sharing Retirement Plan). This summary plan description describes the plan as in effect on July 1, 1998, except as otherwise noted.

SOME OF THE KEY FEATURES OF THE RUBBERMAID RETIREMENT PLAN ARE:

401(k) Feature:

* You can make "salary deferral" contributions on a regular basis through a payroll deduction program. The amount you elect to contribute can be a whole percentage of your eligible compensation of not less than one percent and not more than 12 percent unless limited by Rubbermaid for the plan year.

* Your "salary deferral" contributions and earnings on them are tax-deferred. That means you pay no Federal, and in most cases, no state income taxes on your savings until you take them out of the Rubbermaid Retirement Plan.

* For each dollar that you contribute to the Rubbermaid Retirement Plan up to a maximum of 6% of your eligible compensation, Rubbermaid will contribute $.50. Earnings on Rubbermaid matching contributions are tax-deferred.

* You can also make rollover contributions from other qualified retirement plans or a conduit IRA to the Rubbermaid Retirement Plan.

ANNUAL RUBBERMAID CONTRIBUTION:

* Rubbermaid makes an annual contribution to the Rubbermaid Retirement Plan for eligible associates based on their eligible compensation.

* In order to receive the annual Rubbermaid contribution, you must be a participant in covered employment on the last day of the calendar year and have worked or been credited with 1,000 or more hours of service during the calendar year. (Special rules apply in cases of death, total and permanent disability, or military service.)

INVESTMENT CONTROL:

* You control the investment among the available funds of all amounts held in your account under the Rubbermaid Retirement Plan.

The Rubbermaid Retirement Plan is an important benefit. Please make sure you discuss it with your family.

WHERE WILL MY RETIREMENT INCOME COME FROM?

Retirement planning is a shared responsibility between you, your employer, and the government. The government provides Social Security benefits. Rubbermaid contributes to the Rubbermaid Retirement Plan on your behalf. You can also contribute to the Rubbermaid Retirement Plan on a tax-deferred basis through regular payroll withholding.

WHEN DO I BECOME A PARTICIPANT?

NEW HIRES

If you are hired into covered employment, you become a participant in the Rubbermaid Retirement Plan as of the January 1 which immediately follows your date of hire. If you are hired on January 1, you will immediately become a participant in the Rubbermaid Retirement Plan.

TRANSFERS

If you transfer into covered employment, you become a participant in the Rubbermaid Retirement Plan on the later of (1) your transfer date or (2) the January 1 that coincides with or immediately follows your original date of hire by Rubbermaid or any subsidiary or division of Rubbermaid.

CONTINUATION OF PARTICIPATION -- PLAN MERGERS

Effective April 1, 1995, the Rubbermaid Commercial Products Inc. Associates' Profit Sharing Retirement Plan and the Rubbermaid Incorporated Profit Sharing Plan were merged into the Rubbermaid Retirement Plan. If you were a participant in the Rubbermaid Commercial Products Inc. Associates' Profit Sharing Retirement Plan or the Rubbermaid Incorporated Profit Sharing Plan on March 31, 1995, and you continue in covered employment, you automatically became a participant in the amended and restated Rubbermaid Retirement Plan on April 1, 1995.

ESTABLISHMENT OF ACCOUNT

When you become a participant in the Rubbermaid Retirement Plan, an account is established in your name to hold your salary deferral contributions, your Rubbermaid matching contributions, your rollover contributions and your share of the annual Rubbermaid contribution, and investment earnings on those amounts.

WHAT IS "COVERED EMPLOYMENT"?

You are in "covered employment" if you are employed by an adopting employer at a plant, division, or other business operation to which

coverage has been extended and you are not covered by a collective bargaining agreement. Adopting employers and covered operations are listed at the end of this summary plan description in Appendix A.

ARE THERE ANY SPECIAL RULES THAT APPLY TO ME?

If you previously participated in another plan that was merged into the Rubbermaid Retirement Plan or if you are employed by an employer that was acquired by Rubbermaid or a subsidiary of Rubbermaid, special rules may apply to you and/or all or a part of your account under the Rubbermaid Retirement Plan. Additionally, certain portions of the Rubbermaid Retirement Plan, such as the annual Rubbermaid contribution, are not available to associates of certain adopting employers. A description of these special rules which either supersede or supplement the rules otherwise outlined in this summary plan description are listed in Appendix B.

WHO IS THE RECORDKEEPER UNDER THE RUBBERMAID RETIREMENT PLAN?

Rubbermaid has hired Fidelity Institutional Retirement Services Company ("Fidelity") as recordkeeper for the Rubbermaid Retirement Plan. Fidelity processes many of the elections you will make under the Rubbermaid Retirement Plan including your election to make salary deferral contributions to the Rubbermaid Retirement Plan.

In addition, Fidelity also processes your elections regarding rollover contributions, investment of your account, designation of a beneficiary to receive distribution of your remaining account if you die before your account is distributed in full, receipt of a loan from your account, and receipt of a withdrawal or distribution from your account. If you have any questions regarding the procedures for conducting any of these transactions, you should contact Fidelity directly at 1-800-301-4015.

WHEN MAY I START MAKING SALARY DEFERRAL CONTRIBUTIONS TO THE RUBBERMAID RETIREMENT PLAN?

Upon becoming a participant, you may elect to start making salary deferral contributions to the Rubbermaid Retirement Plan through Fidelity, in accordance with rules and procedures prescribed by Rubbermaid. For more information regarding the applicable rules and procedures, please contact your Human Resources department.

Your election will be given effect as soon as reasonably practicable after it is received by Fidelity.

HOW DO I MAKE SALARY DEFERRAL CONTRIBUTIONS TO THE RUBBERMAID RETIREMENT PLAN?

You make salary deferral contributions through regular payroll deductions. You designate the percentage of your eligible compensation

that you wish to contribute to the Rubbermaid Retirement Plan as salary deferral contributions, and that amount is deducted from each paycheck and contributed to the Rubbermaid Retirement Plan on your behalf. The percentage you designate must be a whole number of not less than one and not more than 12 percent unless limited by Rubbermaid for the plan year. You may at any time change your election to make or not to make salary deferral contributions from future compensation.

WHAT ARE THE TAX CONSEQUENCES OF MY ELECTION TO MAKE SALARY DEFERRAL CONTRIBUTIONS TO THE RUBBERMAID RETIREMENT PLAN?

Your salary deferral contributions to the Rubbermaid Retirement Plan are not subject to Federal income tax until they are distributed or withdrawn from the Rubbermaid Retirement Plan. In addition, the income and appreciation on your salary deferral contributions are not subject to Federal income tax while held by the Trustee and are not includable in your taxable income until distributed or withdrawn.

Your salary deferral contributions are, however, "wages" subject to Social Security tax up to the amount of the contribution and benefit base as determined under Section 230 of the Social Security Act. In addition, your salary deferral contributions are subject to the Medicare portion of the FICA taxes regardless of income level.

WHEN DO I BECOME ELIGIBLE TO RECEIVE THE RUBBERMAID MATCHING CONTRIBUTION?

If you are eligible and you elect to make salary deferral contributions to the Rubbermaid Retirement Plan, Rubbermaid will make a matching contribution each payroll period equal to 50% of the first 6% of your eligible compensation contributed to the Rubbermaid Retirement Plan as a salary deferral contribution for the payroll period.

WHEN DO I BECOME ELIGIBLE TO SHARE IN THE ANNUAL RUBBERMAID CONTRIBUTION?

Annual Rubbermaid contributions are made to the Rubbermaid Retirement Plan and shared among eligible participants. To be eligible you must:

* be a participant,

* be employed by an adopting employer, that participates in the annual Rubbermaid contribution, on the last day of the plan year (i.e., December 31), unless you terminated employment because of death, total and permanent disability, or military service and you received eligible compensation from your adopting employer for the plan year, and

* have been credited with 1,000 or more hours of service during the plan year.

WHAT IS THE ANNUAL RUBBERMAID CONTRIBUTION MADE TO MY ACCOUNT?

Generally, the amount that Rubbermaid contributes to the Rubbermaid Retirement Plan each year on behalf of eligible participants is equal to the following:

* six percent of each eligible participant's eligible compensation (as defined below) for the plan year, plus

* an additional percentage (not to exceed three percent) of each eligible participant's eligible compensation determined based on improvement in the Economic Value Added (EVA) for Rubbermaid and all subsidiaries and divisions of Rubbermaid.

ELIGIBLE COMPENSATION IS YOUR BASE PAY, OVERTIME AND CERTAIN OTHER EARNINGS THAT ARE PAID AS A SUBSTITUTE FOR BASE PAY OR A MODIFICATION TO BASE PAY. IF YOU HAVE ANY QUESTIONS ABOUT WHAT CONSTITUTES "ELIGIBLE COMPENSATION" FOR PURPOSES OF THE RUBBERMAID RETIREMENT PLAN, CONTACT YOUR LOCAL HUMAN RESOURCES DEPARTMENT.

CAN I MAKE A ROLLOVER CONTRIBUTION TO THE PLAN?

If you are a covered employee of an adopting employer and you previously participated in a qualified retirement plan of another employer, any distribution you receive from such plan may be rolled over into the Rubbermaid Retirement Plan. For information regarding the rules and procedures applicable to rollover contributions, please contact Fidelity. Your eligibility to participate in all other parts of the Rubbermaid Retirement Plan is contingent on the satisfaction of the eligibility requirements set forth on page 5 above.

WHAT IS A "YEAR OF SERVICE?"

A year of service is credited to you for each plan year (January 1 to December 31) in which you have completed 1,000 or more hours of service with Rubbermaid or any subsidiary or division of Rubbermaid or a predecessor employer as set forth in Appendix B.

WHAT IS AN "HOUR OF SERVICE"?

An hour of service is credited for each hour for which you are entitled to receive compensation from Rubbermaid or any subsidiary or division of Rubbermaid or a predecessor employer as set forth in Appendix B, whether or not you perform duties during such period. However, hours of service are not credited to you for periods in which you are absent from employment and receive compensation under a plan maintained solely for the purpose of complying with workers' compensation or unemployment compensation laws.

Hours of service are also credited for certain periods during which you are not entitled to payment. For example, you will receive credit for hours of service during periods of approved absence or military duty (if following your discharge from active military duty, you return to employment with Rubbermaid or any subsidiary or division of Rubbermaid while your re-employment rights are protected by Federal law).

The number of hours of service credited to you during a period that you are absent from employment will be equal to the number of hours you would normally have been scheduled to work if you had not been absent. Hours of service may be credited on the basis of approved equivalencies rather than actual hours worked.

MAY ASSOCIATES MAKE VOLUNTARY CONTRIBUTIONS TO THE RUBBERMAID RETIREMENT PLAN?

Prior law provided that associates could make other additional deductible contributions and/or nondeductible contributions other than salary deferral contributions. The law was changed in 1986 to eliminate the allowance of deductible contributions and place severe restrictions on nondeductible contributions. Because of the change in the law, the Rubbermaid Retirement Plan does not allow any further associate voluntary contributions. Associate voluntary contributions made prior to the change remain in the Rubbermaid Retirement Plan.

HOW WILL MY MONEY BE INVESTED?

All contributions to the Rubbermaid Retirement Plan are transferred to the Trustee to administer until they are paid out under the terms of the Rubbermaid Retirement Plan. You are permitted to direct investments of your account. The right to direct investments is subject to certain limitations and restrictions. You may only invest in the investment funds offered under the Rubbermaid Retirement Plan.

Two of the investment funds offered under the Rubbermaid Retirement Plan are the Rubbermaid Unitized Stock Fund, which is invested primarily in Rubbermaid common stock, and the Stable Value Fund, which is managed by PRIMCO Capital Management. Information regarding these two investment funds can be found in the Appendices at the end of this summary plan description. The Appendices will be updated periodically.

The other investment funds available under the Rubbermaid Retirement Plan are mutual funds that Rubbermaid has selected to offer you a wide range of investment opportunities. Information regarding the mutual funds and the rules for making investment elections is contained in the separate investment materials available from Fidelity.

You can make two elections regarding investment of your account. One election controls the investment of future salary deferral contributions, Rubbermaid matching contributions and annual Rubbermaid

contributions coming into your account. The other election controls the investment of amounts currently held in your account.

You will receive a quarterly statement regarding the value of your account.

It is intended that the Rubbermaid Retirement Plan satisfy the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974. As a result, Rubbermaid Retirement Plan fiduciaries will not be liable for any losses resulting directly from your exercise of investment control over your account under the Rubbermaid Retirement Plan.

WHEN MAY I RECEIVE DISTRIBUTION OF AMOUNTS HELD IN MY ACCOUNT UNDER THE RUBBERMAID RETIREMENT PLAN?

Generally, distribution of your account may not be made to you (or your beneficiary) until you retire, die, or otherwise terminate employment.

The following sections discuss in detail the timing of distributions, the amounts that are distributable to you upon the occurrence of a distribution event, and the forms of payment available for distributions. However, if your employment terminates for any reason and your distributable account balance is $5,000 or less, your entire distributable account balance will be distributed to you (or your beneficiary) in a lump sum payment as soon as administratively practicable following your termination of employment. As a result, you (or your beneficiary) would not have the ability to defer receipt of benefits until a later date as described below nor to elect a form of payment other than a lump sum.

WHEN DO I BECOME ELIGIBLE TO RETIRE?

The normal retirement age is 65, at which time you become fully vested in all amounts being held in your account under the Rubbermaid Retirement Plan regardless of your years of service. If you decide to retire at normal retirement age, you may elect to receive all or a portion of your account balance at that time or to defer payment to a later date, but not later than the April 1 of the calendar year following the calendar year in which you attain age 70-1/2.

You may elect to continue working for your adopting employer beyond normal retirement age. In that event, you will continue to be eligible to make salary deferral contributions and receive Rubbermaid matching contributions under the Rubbermaid Retirement Plan and, to the extent that you meet the applicable eligibility requirements, to share in the annual Rubbermaid contribution to the Rubbermaid Retirement Plan until your actual retirement. You may also elect to receive benefits from the Rubbermaid Retirement Plan after you reach normal retirement age even if you are still employed.

WHAT HAPPENS IF I BECOME DISABLED WHILE EMPLOYED BY MY ADOPTING EMPLOYER?

For periods of employer-approved leave due to disability, you will continue to be a participant under the Rubbermaid Retirement Plan. You will receive credit for hours of service, even though you are not physically working, unless your leave is the result of an occupational illness or injury. However, you will only be permitted to make salary deferral contributions to the Rubbermaid Retirement Plan and to share in Rubbermaid matching contributions and in the annual Rubbermaid contribution to the Rubbermaid Retirement Plan during such leave to the extent that you receive eligible compensation from your adopting employer while on leave.

If while you are on employer-approved leave, it is determined that you are totally and permanently disabled (as defined in the Rubbermaid Retirement Plan), you will become fully vested in your account under the Rubbermaid Retirement Plan regardless of your years of service and you may elect to retire because of disability. You will be eligible to receive a share of the annual Rubbermaid contribution for the year in which you retire because of total and permanent disability, provided you have received eligible compensation from your adopting employer for that year.

If you retire because of total and permanent disability, you may elect to receive all or a portion of your account balance at that time or to defer distribution until a later date (but not beyond the April 1 of the calendar year following the calendar year in which you attain age 70-1/2).

TOTAL AND PERMANENT DISABILITY IS DEFINED UNDER THE RUBBERMAID RETIREMENT PLAN AS A PHYSICAL OR MENTAL CONDITION RESULTING FROM BODILY INJURY, DISEASE OR MENTAL DISORDER WHICH RENDERS A PERSON INCAPABLE OF PERFORMING ANY JOB FOR HIS ADOPTING EMPLOYER. AN ASSOCIATE WILL NOT BE DEEMED TO BE TOTALLY AND PERMANENTLY DISABLED UNLESS MEDICAL EVIDENCE OF THE DISABILITY IS SUBMITTED TO RUBBERMAID BY A LICENSED PHYSICIAN AND EITHER:

* THE ASSOCIATE QUALIFIES FOR DISABILITY BENEFITS UNDER SOCIAL SECURITY; OR

* IS ELIGIBLE UNDER THE RUBBERMAID HEALTH AND WELFARE BENEFIT PLAN FOR LIFE INSURANCE WAIVER OF PREMIUM.

WHAT HAPPENS IF I DIE WHILE EMPLOYED BY RUBBERMAID OR A SUBSIDIARY OR DIVISION OF RUBBERMAID?

If you die while you are employed by Rubbermaid or a subsidiary or division of Rubbermaid, the total amount in your account will be fully vested regardless of your years of service. Your account balance will be payable to your beneficiary(ies).

WHAT HAPPENS IF MY EMPLOYMENT TERMINATES FOR ANY REASON OTHER THAN DEATH OR DISABILITY?

If your employment with Rubbermaid and all subsidiaries and divisions of Rubbermaid terminates prior to your retirement, total and permanent disability, or death, you might only be entitled to receive a part of your account under the Rubbermaid Retirement Plan. The amount you will be entitled to receive in such event is the vested part of your account.

You may elect to receive all or a portion of the vested part of your account balance at the time your employment terminates or to defer distribution until a later date (but not beyond the April 1 of the calendar year following the calendar year in which you attain age 70-1/2).

HOW DO I DETERMINE THE VESTED PART OF MY ACCOUNT?

You are always fully vested in the salary deferral contributions, Rubbermaid matching contributions and rollover contributions and the earnings on those contributions that are held in your account. You are also always fully vested in the associate voluntary contributions and the earnings on those contributions that were permitted to be made to the Rubbermaid Retirement Plan prior to January 1, 1987 and which are held in your account.

Your vested interest in the annual Rubbermaid contributions and the earnings on those contributions that are held in your account is determined based upon your years of service. If you have been credited with seven years of service you are fully vested in the annual Rubbermaid contributions and earnings held in your account.

If you have been credited with fewer than seven years of service, only a part of the annual Rubbermaid contributions and earnings on them that are held in your account will be "vested." The percentage of those contributions and earnings that is vested is as follows:

Years of Service	Vested Percentage
1	0%
2	0%
3	20%
4	40%
5	60%
6	80%
7 or more	100%

In general, all of your years of service with Rubbermaid or any subsidiary or division of Rubbermaid apply to vesting. However, if your employment with Rubbermaid and all subsidiaries and divisions of Rubbermaid terminates, on re-employment you will receive no credit for

years of service that took place prior to your termination unless either:

* you had a vested interest in salary deferral contributions or employer contributions held in your account at the time of the termination; or

* the number of consecutive breaks in service you incur after the termination is fewer than five.

WHAT IS A "BREAK IN SERVICE?"

If during any plan year you fail to complete more than 500 hours of service, a break in service will occur.

WHAT HAPPENS TO THE PART OF MY ACCOUNT THAT IS NOT VESTED IF MY EMPLOYMENT TERMINATES?

The nonvested part of your account will be held in a suspended account in your name until the earlier of (1) the end of the plan year in which your employment terminated or (2) the date you receive a distribution from your account. If you are not rehired before that date, you will lose (forfeit) any right to the nonvested amount. Any forfeited amount will be used to offset the annual Rubbermaid contribution for that plan year.

WHAT IF I AM REHIRED?

If you terminate employment with Rubbermaid and all subsidiaries or divisions of Rubbermaid and later return to work with Rubbermaid or a subsidiary or division of Rubbermaid, you should be concerned about two things:

(1) whether your past years of service will be included with years of service you earn after your re-employment in determining your vested part of the annual Rubbermaid contributions held in your account following your reemployment; and

(2) whether any amounts you forfeited because of your prior termination will be re-credited to your account upon reemployment.

RESTORING PAST YEARS OF SERVICE

Your years of service earned before your termination of employment with Rubbermaid and all subsidiaries and divisions of Rubbermaid will not be included with your years of service earned after your re-employment unless one of the following applies:

* You made salary deferral contributions to the Rubbermaid Retirement Plan before your termination of employment.

* You were vested in part of the annual Rubbermaid contributions held in your account.

* You are re-employed before you incur five breaks in service after your termination.

If your past years of service are not restored on re-employment, you will be treated as a new participant in the Rubbermaid Retirement Plan and your vested part of the annual Rubbermaid contributions held in your account will be determined based only on the years of service you earn following your re-employment.

RE-CREDITING FORFEITED AMOUNTS

If you forfeited the nonvested part of your account when you terminated employment with Rubbermaid and all subsidiaries and divisions of Rubbermaid, the forfeited amounts will be recredited to your account upon re-employment only if all of the following requirements are met:

(1) you are re-employed with Rubbermaid or a subsidiary or division of Rubbermaid before you incur five breaks in service following the later of (i) your termination date or (ii) the date you received distribution from your account because of your termination;

(2) you resume covered employment within five years of your re-employment date; and

(3) you re-pay any distribution you received from the Rubbermaid Retirement Plan upon your prior termination (i) before you incur five consecutive breaks in service following the distribution and (ii) within five years of your reemployment date.

HOW ARE BENEFITS DISTRIBUTED?

There are various forms of payment by which benefits may be distributed to you from the Rubbermaid Retirement Plan. The form of payment depends on the elections you make. The rules under this section apply to all distributions you will receive from the Rubbermaid Retirement Plan, whether by reason of retirement, termination or any other event which may result in a distribution of benefits.

WHAT FORMS OF PAYMENT ARE AVAILABLE TO ME?

You can elect the form of payment which best suits you. All elections must be made in accordance with procedures prescribed by Rubbermaid. Any such election can generally be modified or revoked. The forms of payment are:

(1) Lump sum

(2) Periodic payments

You may elect any one or a combination of these forms.

For example, you may choose to receive part of your account balance in a single lump sum payment and receive the remainder of the account in installment payments over 10 years. IRS rules require that beginning on the April 1 following the later of the calendar year in which you retire or the calendar year in which you reach age 70-1/2, the form of payment you elect must provide for distribution of your full account balance over a period no longer than your life expectancy.

RUBBERMAID PROFIT SHARING PLAN PARTICIPANTS

Special provisions concerning distribution of your account apply to you if you are a Rubbermaid Profit Sharing Plan participant. You are a Rubbermaid Profit Sharing Plan participant if prior to April 1, 1995 you were employed by an employer that participated in the Rubbermaid Profit Sharing Plan and you had an account under the Rubbermaid Profit Sharing Plan that was transferred to the Rubbermaid Retirement Plan on April 1, 1995. The following adopting employers participated in the Rubbermaid Profit Sharing Plan:

(1) Rubbermaid Commercial Products Inc. at Cleveland, Tennessee;

(2) Rubbermaid Health Care Products at Statesville, North Carolina (formerly Rubbermaid -- Statesville, Inc. and Carex Inc.);

(3) Rubbermaid-Cortland, Inc. at Cortland, New York;

(4) Rubbermaid Specialty (Seasonal) Products, Inc. at Centerville, Iowa;

(5) Rubbermaid Specialty (Seasonal) Products, Inc. at Winfield, Kansas;

(6) Rubbermaid Office Products, Inc. at Maryville, Tennessee

(7) Rubbermaid Office Products, Inc. at Carson, California;

(8) Rubbermaid Incorporated at Goodyear, Arizona;

(9) The Little Tikes Company at Hudson, Ohio;

(10) The Little Tikes Company at Sebring, Ohio;

(11) The Little Tikes Company at City of Industry, California;

(12) The Little Tikes Company (Missouri) at Aurora, Missouri;

(13) The Little Tikes Company (Pennsylvania) at Shippensburg, Pennsylvania; and

(14) Microcomputer Accessories, Inc. at Inglewood, California.

FORMS OF PAYMENT FOR RUBBERMAID PROFIT SHARING PLAN PARTICIPANTS

If you are a Rubbermaid Profit Sharing Plan participant, additional forms of payment are available for distribution of that part of your account that is attributable to your participation in the Rubbermaid Profit Sharing Plan. The additional forms of payment are:

(1) Annuity

(2) Installment payments over a period not exceeding the joint life expectancy of you and your beneficiary

Unless you elect one of the other available forms of payment, distribution of that part of your account that is attributable to your participation in the Rubbermaid Profit Sharing Plan will be made:

* in a single life annuity, if you are not married on the date payment begins, or

* a 50% qualified joint and survivor annuity, if you are married on the date payment begins.

If you elect to receive distribution in the form of an annuity, that part of your account balance that is attributable to your participation in the Rubbermaid Profit Sharing Plan will be used to purchase the appropriate annuity from an insurance company. The cost of purchasing an annuity can be significant relative to the total account balance. All costs related to the purchase of this annuity will be subtracted from your account balance.

If you are married on the date payment begins, you must have your spouse's written consent to elect a form of payment other than the 50% qualified joint and survivor annuity. Your spouse's consent must be witnessed by a Notary Public.

A SINGLE LIFE ANNUITY PROVIDES EQUAL MONTHLY PAYMENTS TO YOU FOR YOUR LIFE, WITH NO PAYMENTS CONTINUING AFTER YOUR DEATH.

A 50% QUALIFIED JOINT AND SURVIVOR ANNUITY PROVIDES EQUAL MONTHLY PAYMENTS TO YOU FOR YOUR LIFE, WITH MONTHLY PAYMENTS CONTINUING TO YOUR SURVIVING SPOUSE AFTER YOUR DEATH EQUAL TO 50% OF THE AMOUNT YOU WERE RECEIVING WHEN YOU DIED. TO RECEIVE PAYMENTS UNDER THE 50% QUALIFIED JOINT AND SURVIVOR ANNUITY, YOUR SURVIVING SPOUSE MUST BE THE SAME SPOUSE TO WHOM YOU WERE MARRIED ON THE DATE PAYMENT BEGAN.

WHAT FORMS OF PAYMENT ARE AVAILABLE TO MY BENEFICIARY?

If you die after distribution of your account balance has begun, distribution will continue to your beneficiary(ies) in the same form of payment that you were receiving, unless your beneficiary elects a more rapid form of payment.

If you die before distribution of your account balance has begun, your beneficiary(ies) can elect any one or a combination of the following forms of payment:

(1) Lump sum

(2) Periodic payments. Periodic payments cannot be made over a period longer than five years from your death, unless your beneficiary is your surviving spouse. Periodic payments to your surviving spouse may be made over a period not exceeding your surviving spouse's life expectancy.

FORM OF PAYMENT TO BENEFICIARY OF RUBBERMAID PROFIT SHARING PLAN PARTICIPANT

If you are a Rubbermaid Profit Sharing Plan participant and you die before distribution of your account balance has begun, special rules apply to the distribution of that part of your account that is attributable to your participation in the Rubbermaid Profit Sharing Plan.

You may select the form of payment to your beneficiary. A beneficiary may only select the form of payment if you have not already done so.

In addition, if your beneficiary is your surviving spouse, your surviving spouse will receive distribution of that part of your account that is attributable to your participation in the Rubbermaid Profit Sharing Plan in a single life annuity, unless he or she elects one of the other available forms of payment.

WHO IS MY BENEFICIARY UNDER THE RUBBERMAID RETIREMENT PLAN?

You can designate your beneficiary under the Rubbermaid Retirement Plan on the form provided by Fidelity. If you are married, your beneficiary will automatically be your spouse, unless you designate another beneficiary with your spouse's written consent. Your spouse's consent must be witnessed by a Notary Public.

If you do not designate a beneficiary, or your designated beneficiary dies before you do, your beneficiary under the Rubbermaid Retirement Plan will be:

(1) your surviving spouse or, if none;

(2) your surviving children or, if none;

(3) your surviving parents or, if none;

(4) your surviving brothers and sisters or, if none;

(5) your executors and administrators.

If your beneficiary dies after you, but before receiving distribution of the full amount he or she is entitled to under the Rubbermaid Retirement Plan, distribution will be made to your beneficiary's estate, unless your beneficiary has designated another beneficiary to receive benefits in that event.

SPECIAL PROVISIONS FOR DESIGNATING BENEFICIARY OF RUBBERMAID PROFIT SHARING PLAN PARTICIPANT

If you are a Rubbermaid Profit Sharing Plan participant, are married, and wish to designate a beneficiary other than your spouse to receive distribution of that part of your account that is attributable to your participation in the Rubbermaid Profit Sharing Plan, your spouse must consent in writing to waive the single life annuity payable to him or her if you die before distribution of your account begins. Your spouse's consent must be witnessed by a notary public.

HOW DO I APPLY FOR BENEFITS?

When you become eligible for a benefit from the Rubbermaid Retirement Plan, you may apply for your benefit in accordance with rules and procedures prescribed by Rubbermaid. For information regarding the applicable rules and procedures, please contact Fidelity.

ARE TAXES REQUIRED TO BE WITHHELD FROM MY DISTRIBUTION?

Generally, the Trustee is required to withhold Federal income tax from all taxable distributions. The amount of withholding will be 20% of the taxable amount distributed.

You may avoid having Federal income tax withheld from your distribution only if the distribution is made to the trustee or custodian of an Individual Retirement Account, or another qualified defined contribution plan. You may elect to:

* Directly transfer all of the distributable amount to a trustee or custodian of an Individual Retirement Account or another qualified defined contribution plan.

* Directly transfer part of the distributable amount to a trustee or custodian, and receive the balance of the distributable amount. (Note: The amount you receive will be subject to withholding.)

If you do not elect one of the above options, the distributable amount will be paid directly to you and Federal income tax equal to 20% of the taxable amount of the distribution will be withheld from the payment.

If you elect to receive a series of payments rather than a single lump sum, the amounts paid to you may not be eligible for a direct transfer. Amounts that are not eligible for direct transfer are also not subject to the mandatory withholding requirement.

Additional specific information concerning required withholding and direct transfers is available from Fidelity.

WHAT OTHER TAX RULES APPLY TO MY DISTRIBUTION?

If you receive a lump sum distribution from the Rubbermaid Retirement Plan after reaching age 59-1/2, you may be eligible to make a one-time election of five-year averaging. Under five-year averaging, you treat the amount you receive in year one as having instead been received in equal installments over a five-year period. You may only elect five-year averaging if (1) you have been a participant in the Rubbermaid Retirement Plan for five or more taxable years before the taxable year in which the distribution is made, (2) you do not elect to roll over any portion of the lump sum distribution, and (3) you elect averaging treatment for all lump sum distributions that you receive in that year. Your beneficiary can elect this special averaging treatment regardless of your period of participation in the Plan. Five-year averaging is not available for distributions of your deductible associate voluntary contributions and distributions that occur after 1999.

If you reached age 50 by January 1, 1986, you will be permitted to make a one-time election between five-year averaging (at tax rates in effect in the year of distribution) and ten-year averaging (at tax rates in effect in 1986) and may elect capital gain treatment (at a 20% tax rate) for amounts attributable to participation in the Plan prior to 1974.

If you receive a distribution or make a withdrawal before age 59-1/2, a 10% additional income tax may apply to the taxable portion of the distribution or withdrawal. The additional tax does not apply to withdrawals or distributions (1) made because of your death, disability, or separation from service after reaching age 55, (2) used for payment of medical expenses to the extent deductible under Section 213 of the Code, (3) that are part of a scheduled series of substantially equal periodic payments made not less frequently than annually for your life expectancy, provided the payments begin after you separate from service, or (4) made to an alternate payee pursuant to a qualified domestic relations order.

The rules governing taxation of qualified plan distributions are complex. There are many financial considerations involved in deciding whether to begin receiving benefits from the Rubbermaid Retirement Plan and how to receive them. You should consult with a tax or financial counselor familiar with your particular tax situation prior to making your decision.

IS MY ACCOUNT SUBJECT TO CLAIMS OF CREDITORS?

As a general rule, creditors may not attach, garnish or otherwise interfere with your account.

There is an exception, however, to this general rule. Rubbermaid may be required by law to recognize obligations which result from court ordered child support or alimony payments. Rubbermaid must honor a qualified domestic relations order. A qualified domestic relations order is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of assets in the Rubbermaid Retirement Plan to a spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by Rubbermaid, all or a portion of your account may be used to satisfy the obligation. Pursuant to the Rubbermaid Retirement Plan Qualified Domestic Relations Order Procedures, Rubbermaid shall determine the validity of any domestic relations order which is received. You may obtain, without charge, a copy of such procedures from the Plan Administrator.

ARE BENEFITS INSURED BY THE PBGC?

Benefits under the Rubbermaid Retirement Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) since this is a defined contribution plan. The PBGC only insures defined benefit pension plans.

CAN I BORROW FROM THE RUBBERMAID RETIREMENT PLAN?

You may borrow against the vested part of your account under the Rubbermaid Retirement Plan while you are employed by Rubbermaid or any subsidiary or division of Rubbermaid, however, no loans will be made to an employee who makes a rollover contribution to the Rubbermaid Retirement Plan but who has not yet satisfied the eligibility requirements under the Rubbermaid Retirement Plan. Plan loans are made in accordance with rules and procedures prescribed by Rubbermaid. For information regarding the applicable rules and procedures, please contact Fidelity.

CAN I WITHDRAW MY ASSOCIATE VOLUNTARY CONTRIBUTIONS TO THE RUBBERMAID RETIREMENT PLAN?

You may at any time withdraw the nondeductible associate voluntary contributions you made to the Rubbermaid Retirement Plan before

January 1, 1987, excluding any earnings credited to them while they were held under the Rubbermaid Retirement Plan. Withdrawals must be made in accordance with rules and regulations prescribed by Rubbermaid. The minimum amount that you may withdraw is the lesser of $100 or 100% of the nondeductible associate voluntary contributions, excluding any earnings, remaining in your account under the Rubbermaid Retirement Plan. For more information, please contact Fidelity.

CAN THE RUBBERMAID RETIREMENT PLAN BE TERMINATED?

The Rubbermaid Retirement Plan may be amended or discontinued by Rubbermaid at any time, but no amendment may deprive you of any vested interest in your account. On termination of the Rubbermaid Retirement Plan or of contributions to it, the accounts of all affected participants become fully vested. If the Rubbermaid Retirement Plan is terminated, the accounts may or may not be paid out immediately. If contributions are terminated, but the Rubbermaid Retirement Plan continues, benefits are paid out when you otherwise become entitled to them under the terms of the Rubbermaid Retirement Plan.

CAN I GET MORE INFORMATION ABOUT THE RUBBERMAID RETIREMENT PLAN?

This plan summary makes many general statements in order to give you a basic understanding of your rights and how the Rubbermaid Retirement Plan operates. It describes the principal provisions of the Rubbermaid Retirement Plan. However, it must be understood by you that it is not the complete Rubbermaid Retirement Plan.

In case any conflict arises between the provisions of the Rubbermaid Retirement Plan and this description, the provisions of the Rubbermaid Retirement Plan shall be controlling.

A complete copy of the Rubbermaid Retirement Plan is available for inspection during regular business hours at the Rubbermaid Corporate Benefits Department, 1147 Akron Road, Wooster, Ohio 44691-6000. If you have any questions regarding the Rubbermaid Retirement Plan and its administration, you may also contact the Rubbermaid Corporate Benefits Department at (330) 264-6464.

WHO PAYS PLAN EXPENSES?

The costs of administering the Plan, including investment management, legal, accounting and trustee and recordkeeping fees and similar administrative expenses are generally paid out of Plan assets. The Benefit Plans Committee makes the determination of which costs are charged to the Plan and how those costs are allocated. They also may make changes to how such costs are charged and allocated at any time without notice to participants.

HOW ARE PLAN EXPENSES PAID?

The following expenses are deducted from the appropriate fund in proportion to the value of each participant's account balance:

(1) Investment management fees

(2) Annual loan maintenance fees (for loans initiated prior to 11/1/96)

(3) Annual zero balance account fees for newly eligible participants

(4) Rubbermaid Unitized Stock Fund administration fees*

(5) Stable Value Fund administration fees*

* EXPENSES ARE CHARGED TO THE ACCOUNT BALANCE OF ONLY THOSE INVESTING IN THE FUND.

The following expenses are deducted in an equal dollar amount from each participant's account balance:

(1) Fees to comply with government rules and regulations

(2) Annual participant recordkeeping fees

(3) Legal, accounting, actuarial and trustee fees

The following expenses are deducted directly from each participant's account balance for those incurring the fees without reference to the amount of the account balance:

(1) Minimum required distribution fees

(2) New loan set up fees

(3) Annual loan maintenance fee (for loans initiated after 11/1/96)

All Plan fees are subject to change without notice. Please refer to the prospectus for each investment option offered in the Plan for more specific information.

WHAT LAWS GOVERN THE RUBBERMAID RETIREMENT PLAN?

The Rubbermaid Retirement Plan and its related trust are subject to the principal protective provisions of Titles I, II, and III of the Employee Retirement Income Security Act ("ERISA") which apply to defined contribution plans maintained by corporate employers.

The Rubbermaid Retirement Plan and the trust are qualified under Section 401(a) of the Internal Revenue Code, and the trust is exempt from taxation under Section 501(a) of the Internal Revenue Code.

WHAT ARE MY ERISA PROTECTED RIGHTS?

As a participant in the Rubbermaid Retirement Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

* Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.

* Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

* Obtain information as to whether a particular employer has adopted the Plan and, if so, the employer's address, upon written request addressed to the Plan Administrator.

* Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a

medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

HOW DO I APPEAL A DENIAL OF MY CLAIM FOR BENEFITS?

You do not have to make a formal claim in order to receive your benefits under the Plan; most plan transactions are handled through the Fidelity customer service telephone facilities. You may, however, file a written claim for your benefits or rights under the Plan with the Plan Administrator. The Plan Administrator shall render a decision on your claim within 90 days of its receipt (or within 180 days of receipt in special circumstances of which you will be informed in writing). If you disagree with a decision made by the Plan Administrator regarding a claim under the Plan, you have the right to ask the Plan Administrator for a review of its decision. You should contact the Plan Administrator at its business address or at its business phone number within 60 days of the date on which you receive notice of denial of the claim. A request for review must contain the following information:

(a) the date you received notice of denial of your claim and the date your request for review is filed;

(b) the specific part of the claim you want reviewed;

(c) a statement setting forth the basis upon which you think the decision should be reversed; and

(d) any written material that you think is pertinent to your claim and that you want the Plan Administrator to examine.

Unless additional time is required, the Plan Administrator will review the denial of your claim and notify you in writing of its decision, within 60 days of the filing of your request.

ADDITIONAL INFORMATION

PLAN ADMINISTRATOR:

The Plan Administrator is:
Benefit Plans Committee, c/o Corporate Benefits
Department, Rubbermaid Incorporated,
1147 Akron Road, Wooster, OH 44691-6000

AGENT FOR SERVICE:

The agent for service of legal process is:
Rubbermaid Incorporated, 1147 Akron
Road, Wooster, OH 44691-6000,
Attention: General Counsel and Secretary

Service of legal process may also be made upon the Trustee or
Plan Administrator.

SPONSOR:

The Sponsor of the Rubbermaid Retirement Plan is:
Rubbermaid Incorporated, 1147 Akron
Road, Wooster, OH 44691-6000

EMPLOYER ID NUMBER:

The Sponsor's employer identification
number is: 34-0628700

PLAN NUMBER:

The plan number is: 001

RECORDKEEPER:

The Recordkeeper for the Rubbermaid Retirement Plan is:
Fidelity Institutional Retirement
Services Company, 200 Magellan Way,
Covington, KY 41015

TRUSTEE:

The Trustee with respect to Rubbermaid Retirement Plan assets is:
Fidelity Management Trust
Company, 82 Devonshire Street,
Boston, MA 02109

Appendix A -- Adopting Employers and Locations as of July 1, 1998

(1) Rubbermaid Commercial Products LLC
Winchester, Virginia

(2) Rubbermaid Incorporated
Wooster, Ohio

(3) Rubbermaid Texas Limited
Greenville, Texas
Cleburne, Texas

(4) Rubbermaid Commercial Products Inc
Cleveland, Tennessee

(5) Rubbermaid Specialty (Seasonal) Products Inc
Centerville, Iowa
Winfield, Kansas

(6) Rubbermaid Incorporated
Goodyear, Arizona

(7) The Little Tikes Company
Hudson, Ohio
Sebring, Ohio
City of Industry, California
Shippensburg, Pennsylvania

(8) Rubbermaid Cleaning Products Inc.
(formerly Empire Brushes, Inc.)
Greenville, North Carolina

(9) Rubbermaid Sales Corp.
Wooster, Ohio
Winchester, Virginia
Hudson, Ohio
Corning, New York
Jeffersonville, Ohio
Woodbridge, Virginia
Kenosha, Wisconsin

(10) Little Tikes Commercial Play Systems Inc.
(adopting employer effective 4/1/98)
Farmington, Missouri

(11) Graco Children's Products Inc.,
Century Products Division
(adopting employer effective 8/17/98)
Macedonia, Ohio
Massillon, Ohio

APPENDIX B -- SPECIAL RULES

The following rules apply to certain participants in the Rubbermaid Retirement Plan. These rules apply notwithstanding any other provisions of this summary to the contrary.

SPECIAL ELIGIBILITY RULES

If you were employed by Little Tikes Commercial Play Systems Inc. on January 1, 1998 and you were in covered employment with Little Tikes Commercial Play Systems Inc. on April 1, 1998, you became a participant in the Rubbermaid Retirement Plan as of April 1, 1998.

If you were employed by Century Products Company on January 1, 1998 and you were in covered employment with Graco Children's Products Inc., Century Products Division on August 17, 1998, you became a participant in the Rubbermaid Retirement Plan as of August 17, 1998.

SPECIAL RULES RELATING TO THE ANNUAL RUBBERMAID CONTRIBUTION

The 1998 annual Rubbermaid contribution made on behalf of eligible employees of Little Tikes Commercial Play Systems Inc. will be determined based on such employees' eligible compensation for the entire 1998 calendar year.

Associates employed by Rubbermaid Sales Corporation or Graco Children's Products Inc., Century Products Division are not eligible to receive a share of the annual Rubbermaid contribution under the Rubbermaid Retirement Plan.

SPECIAL SERVICE CREDITING RULES

All "years of service," as defined on page 6, completed while employed by Century Products Company prior to the acquisition of its assets by Graco Children's Products Inc. will be credited to you for all purposes under the Rubbermaid Retirement Plan if you were employed by Century Products Company on June 16, 1998, the date its assets were acquired by Graco Children's Products Inc.

SPECIAL DISTRIBUTION RULES

If you were a participant in the Rubbermaid Office Products 401(k) Savings and Investment Plan, that part of your account that is attributable to salary deferral contributions made under the Rubbermaid Office Products Inc. 401(k) Savings and Investment Plan that were transferred to the Rubbermaid Retirement Plan may be withdrawn by you once you have attained age 59-1/2 even if you are still employed by an adopting employer.

If you were a participant in the GOTT Corporation Employee Stock Ownership Plan you may elect to receive distribution of all or a part

of your account that is attributable to your participation in the GOTT Corporation Employee Stock Ownership Plan in the form of shares of Rubbermaid Common Stock.

APPENDIX C -- RUBBERMAID UNITIZED STOCK FUND

The following documents filed by Rubbermaid with the Securities and Exchange Commission (the "Commission") are incorporated by reference into the Registration Statement on Form S-8 (the "Registration Statement") filed with the Commission registering the Rubbermaid common stock in which your contributions may be invested under the Plan and the separate participation interests in the Plan and into this summary plan description, designated portions of which constitute part of a prospectus that meets the requirements of Section 10(a) of the Securities Act (the "Prospectus") with respect to the Registration Statement:

(1) The Plan's Annual Report on Form 11-K for the fiscal year ended December 31, 1997.

(2) Rubbermaid's Annual Report on Form 10-K for the fiscal year ended December 31, 1997.

(3) The description of the Rubbermaid common stock contained in Rubbermaid's Registration Statement on Form 8-A filed with the Commission on July 2, 1986.

(4) The description of the rights set forth in Rubbermaid's Registration Statement on Form 8-A filed with the Commission on June 27, 1996.

All documents subsequently filed by either Rubbermaid or the Plan pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold also are incorporated by reference into the Registration Statement and the Prospectus from the date of filing of such documents.

Rubbermaid will provide to each participant a copy of its annual report to security holders for its latest fiscal year (or other permitted document containing audited financial statements of Rubbermaid) at the time documents containing the Plan information required by Part I of Form S-8 are delivered to such participant.

Rubbermaid will also provide, without charge to any participant, upon written or oral request: (i) a copy of any of the documents referred to above that are incorporated into the Registration Statement and the Prospectus (other than exhibits, unless the exhibits are specifically incorporated by reference into the information incorporated into the

Registration Statement and Prospectus), and (ii) a copy of all documents containing the information concerning the Plan required by Part I of Form S-8 that constitute part of the Prospectus.

In addition, Rubbermaid will provide, without charge, to all employees who participate in the Rubbermaid Unitized Stock Fund (and to any other Plan participant who so requests, orally or in writing) copies of all reports, proxy statements and other communications distributed to shareholders of Rubbermaid generally.

Requests for any of the foregoing information should be directed to: Investor Relations, Rubbermaid Incorporated, 1147 Akron Road, Wooster, OH 44691, telephone number (330) 264-6464.

FEES

Participants investing in the Rubbermaid Unitized Stock Fund may incur various fees which are deducted from participant accounts in the following different ways:

(1) In proportion to the value of each participant's Rubbermaid Unitized Stock Fund balance:

* Investment management fees
* Annual loan maintenance fees (for loans initiated prior to 11/01/96)
* Annual zero balance account fees for newly eligible participants
* Proxy and fund administration fees

(2) In equal dollar amount from each participant's Rubbermaid Unitized Stock Fund balance:

* Fees to comply with government rules and regulations
* Annual participant recordkeeping fees
* Legal, accounting, actuarial and trustee fees

(3) Directly from each participant's Rubbermaid Unitized Stock Fund balance for those incurring the fees:

* Minimum required distribution fees
* New loan set up fees
* Annual loan maintenance fees (for loans initiated on or after 11/01/96)

APPENDIX D -- SUMMARY OF FINANCIAL DATA FOR INVESTMENT FUNDS -- 1998
CHOOSING INVESTMENT FUNDS

Participants in the Plan may choose to have contributions to the Plan and funds in their accounts invested in one or more of the following investment funds:

(1) STABLE VALUE FUND: This is a stable value fund (not a mutual fund), managed by PRIMCO Capital Management, Inc. It seeks to provide for preservation of capital (amount invested) and stability of investment returns. The fund assets can be invested in a number of diversified, high quality investment contracts with insurance companies, banks or other financial institutions. Some of the investment contracts may be a general obligation of the issuing insurance company, bank or financial institution. Other investment contracts may be invested in specific fixed income securities. Each contract has its own interest rate (variable or fixed) and maturity date (generally not longer than seven years). Although several new contracts are entered into each year, fund participants earn the composite interest (blended rate) from the portfolio of contracts held by the fund. Although individual investment contracts are backed by the issuer, units of this investment are not backed by PRIMCO, the Plan Sponsor, or insured by the FDIC. Yield will vary.

(2) FIDELITY PURITAN FUND: Puritan Fund is a growth and income fund. It seeks as much income as possible, consistent with preservation of capital, by investing in a broadly diversified portfolio of domestic and foreign common stocks, preferred stocks and bonds, including lower quality, high yield debt securities. Dividend amounts will vary. The Fund's share price and return will fluctuate.

(3) SPARTAN U.S. EQUITY INDEX FUND: Spartan U.S. Equity Index Fund is a growth and income fund. It seeks investment results that try to duplicate the composition and total return of the S&P 500 and in other securities that are based on the value of the Index. The Fund's manager focuses on duplicating the performance and composition of the Index versus a strategy of selecting attractive stocks. The Fund's share price and return will fluctuate.

(4) FIDELITY CONTRAFUND: Contrafund is a growth fund. It seeks long-term capital appreciation by investing mainly in the securities of companies believed to be out of favor or undervalued. The fund invests in domestic and foreign common stocks and stocks and securities convertible into common stock, but it may purchase other securities that may produce capital appreciation. Investing in undervalued or out of favor stocks can lead to investments in small companies which are not well known. The stock of small companies may be subject to more frequent and greater price changes than other companies. The Fund's share price and return will fluctuate.

(5) FIDELITY MAGELLAN FUND: Magellan Fund is a growth fund. It seeks long-term capital appreciation by investing in the stocks of both well known and lesser known companies with potentially above average growth potential and a correspondingly higher level of

risk. Securities may be of foreign, domestic, and multinational companies. The Fund's share price and return will fluctuate.

(6) FIDELITY SMALL CAP SELECTOR: Small Cap Selector is a growth fund. It seeks capital appreciation by investing primarily in companies that have market capitalizations of $750 million or less at the time of the Fund's investment. Under normal conditions at least 65% of the Fund's total assets will be invested in the common or preferred stock of such companies. The Fund may invest in all types of equity securities, including common and preferred stock, and may invest a portion of its assets in the stock of companies with larger market capitalizations. Shares purchased on or after 11/15/97 held less than 90 days will be subject to a 1.50% redemption fee. Share price and return will fluctuate.

(7) FIDELITY DIVERSIFIED INTERNATIONAL FUND: Fidelity Diversified International Fund is an international fund. It seeks capital growth by investing primarily in equity securities of companies located anywhere outside the U.S. that are included in the Morgan Stanley EAFE Index. In selecting investments for the fund, the manager relies on computer aided quantitative analysis supported by fundamental research. The Fund seeks to generate more capital growth than that of the EAFE Index. It is important to remember that foreign investments pose greater risks and potential rewards than U.S. investments. The risks include political and economic uncertainties of foreign countries as well as the risk of currency fluctuations. Share price and return will fluctuate.

(8) RUBBERMAID UNITIZED STOCK FUND: The Rubbermaid Unitized Stock Fund invests primarily in Rubbermaid Common Stock. It is not a mutual fund, nor is it a managed option. Its goal is to increase the value of your investment through capital growth by investing primarily in Rubbermaid Common Stock along with a small amount of short-term investments to allow for exchanges or withdrawals every business day. As with any stock, the value of your investment may go up or down depending on how your company stock performs in the market. Investing in a non-diversified, unmanaged single stock inherently involves more investment risk than investing in a diversified fund. Performance is directly tied to the performance of the company as well as to that of the stock market as a whole. Further information on unitization is set forth below.

The following are additional fund choices that are available effective October 1, 1998:

(9) FIDELITY U.S. BOND INDEX FUND. Fidelity U.S. Bond Index Fund is an income mutual fund. Its goal is to provide investment results that correspond to the aggregate price and investment performance of the debt securities in the Lehman Brothers Aggregate Bond

Index. (The Lehman Brothers Aggregate Bond Index is an unmanaged, market value weighted index of investment-grade, fixed-rate debt issues, including government, corporate, asset-backed, and mortgage-backed securities with maturities of at least one year.) The Fund invests primarily in investment-grade (medium to high quality) debt securities, including U.S. Treasury and U.S. government securities, corporate bonds, asset-backed and mortgage-backed securities, and U.S. dollar-denominated foreign securities. The Fund's share price, yield and return will vary.

(10) INVESCO DYNAMICS FUND. INVESCO Dynamics Fund is a mid-cap growth mutual fund. It seeks long-term capital growth by investing in domestic common stocks of companies traded on U.S. securities exchanges as well as on the over-the-counter (OTC) market. The Fund also has the flexibility to invest in other types of securities, including preferred stocks and convertible securities, and short-term instruments. The Fund may invest up to 25% of its assets in foreign securities, which involve greater risks. The Fund's share price and return will vary.

(11) FIDELITY EQUITY-INCOME FUND. Fidelity Equity-Income Fund is a growth and income mutual fund. Its goal is to provide moderate income while offering the potential for capital appreciation. It seeks to provide a yield that exceeds the yield of the securities in the S&P 500. The Fund focuses primarily on income-producing stocks such as common and preferred stocks. The Fund may also invest in bonds for income and generally avoids securities issued by companies without proven earnings or credit. The Fund's share price and return will vary.

The Trustee maintains separate accounts showing each type of contribution and the interest of each participant in all of the eleven investment funds. The Trustee revalues the investment funds and allocates earnings and any increases or decreases in the value of each fund to the participant's individual accounts daily. The allocation is made in direct proportion to the relative size of each individual participant's balance in a particular investment fund in relation to the balances of all participants in that Fund. The Trustee has full and exclusive powers of management and control over investment fund assets of which it has custody and control. The Trustee and not the participant has the right to vote the securities (other than Rubbermaid Common Stock reflected in the Rubbermaid Unitized Stock Fund) held in the investment funds and to exercise any other rights with respect to such securities.

A participant's interest in the Rubbermaid Unitized Stock Fund is accounted for in units, rather than on a per share basis. The value of a unit reflects the combined market value of the underlying Rubbermaid Common Stock and the market value of the short term cash position used to meet the daily cash transaction needs of the Rubbermaid Unitized

Stock Fund. The market value of the Rubbermaid Common Stock portion of the Rubbermaid Unitized Stock Fund is based on the closing price of the Rubbermaid Common Stock on the New York Stock Exchange multiplied by the total number of shares held in the Rubbermaid Unitized Stock Fund. After determining the market value of the Rubbermaid Common Stock portion of the Rubbermaid Unitized Stock Fund, the value of the cash position is added and the total is divided by the number of outstanding units to determine the daily unit value.

All contributions are invested and held by the Trustee in accordance with the terms of the Plan and the trust maintained to hold assets of the Plan. Income and proceeds from the sale of investments of each investment fund are reinvested in that investment fund by the Trustee. The Trustee or any applicable Investment Manager purchases the assets of the investment funds on the open market except that the Trustee may purchase Rubbermaid Common Stock from Rubbermaid in accordance with the requirements of Section 408 of ERISA.

The Trustee may use a number of brokers to buy and sell securities for the Plan. The selection of these brokers is based on an analysis of the services they provide and the importance of these services in aiding the investment function. Services include research on economics, industries, and companies, including both fundamental and technical information. These research services are used by the Trustee to service all of its accounts, and not all of these services are used in connection with Plan investments. Commissions paid to the brokers are paid by the Trustee and are based on a uniform discount schedule established by the Trustee.

RATES OF RETURN

A summary of the investment performance for each of the investment funds is set forth below.

FUND NAME	CUMULATIVE TOTAL RETURNS PERIOD ENDING DECEMBER 31, 1998		
	3 MONTH	1 YEAR	3 YEAR
Stable Value Fund	1.52%	6.35%	20.42%
Spartan U.S. Equity Index Fund	21.38%	28.48%	109.79%
Fidelity Puritan Fund	12.71%	16.59%	64.27%
Fidelity Contrafund	23.73%	31.57%	97.32%
Fidelity Magellan Fund	27.22%	33.63%	88.93%
Fidelity Small Cap Selector Fund	14.07%	-7.39%	33.91%
Fidelity Diversified International Fund	15.25%	14.39%	56.13%
Fidelity U.S. Bond Index Fund	0.37%	8.87%	23.30%
INVESCO Dynamics Fund	27.10%	23.64%	78.59%
Fidelity Equity-Income Fund	16.16%	12.52%	77.01%

Investment results reflect past performance and do not guarantee or predict future results. Interests in the Stable Value Fund are not deposits or other obligations issued, endorsed, or guaranteed by

Fidelity Management Trust Company or any of its affiliates. These interests, and interests or shares in any other investment fund, are not insured by the U.S. Government, the Federal Deposit Insurance Corporation, or any other governmental agency.

The following information provides historical market price data for the Rubbermaid Common Stock for the 5-year period ending on December 31, 1998 on the New York Stock Exchange:

QUARTER-END DATE	HIGH	LOW	CLOSE
3/31/94	$ 27-3/4	$ 26-1/8	$ 27-1/4
6/30/94	$ 26-5/8	$ 26-1/8	$ 26-1/4
9/30/94	$ 26-3/4	$ 26-3/8	$ 26-5/8
12/30/94	$ 29-3/4	$ 25-3/8	$ 28-3/4
3/31/95	$ 34-1/4	$ 27-3/8	$ 33
6/30/95	$ 33-1/2	$ 25-3/4	$ 27-3/4
9/30/95	$ 30-3/4	$ 27	$ 27-5/8
12/31/95	$ 28-1/2	$ 24-3/4	$ 25-1/2
3/31/96	$ 30-3/8	$ 25-1/4	$ 28-3/8
6/30/96	$ 29-1/2	$ 26-5/8	$ 27-1/4
9/30/96	$ 24-5/8	$ 24-1/8	$ 24-1/2
12/31/96	$ 23	$ 22-5/8	$ 22 -5/8
3/31/97	$ 24-7/8	$ 21-5/8	$ 24-7/8
6/30/97	$ 30	$ 24	$ 29-3/4
9/30/97	$ 20-5/16	$ 24-3/4	$ 25-9/16
12/31/97	$ 26-1/2	$ 23-5/16	$ 24-13/16

QUARTER-END DATE	HIGH	LOW	CLOSE
3/31/98	$ 29	$ 28-3/8	$ 28-1/2
6/30/98	$ 33-3/16	$ 32-3/8	$ 33
9/30/98	$ 20-1/4	$ 23-1/2	$ 23-15/16
12/31/98	$ 32-1/8	$ 31-1/16	$ 31-7/16

Each investment fund's return to individual participants will not necessarily equal reported returns, because of the timing of contributions and investments and the allocation of earnings, as well as the diluting impact of cash or cash equivalents held by each fund for distributions or withdrawals.

APPENDIX E -- STABLE VALUE FUND

INVESTMENT OBJECTIVE

The objective of this Fund is to seek preservation of capital, provide a reasonably predictable return that moves gradually toward current market interest rates while over time producing a return higher than

that offered by money market funds, maintain diversification across all investment categories, and maintain adequate liquidity for participant elections. The Fund is considered conservative because it is designed to minimize the fluctuations in principal value that may be experienced in stock and bond funds. The trade-off for the lower risk of this investment is the potential for a lower return than that earned in other options.

FUND DESCRIPTION

The Stable Value Fund assets consist of a number of investment contracts with a diversified group of insurance companies, banks, and other financial institutions. Each contract has its own specific terms including interest rate and maturity date. The Fund invests primarily in alternative investment contracts issued by insurance companies or banks and backed by high grade fixed income assets. The contract issuer provides a "wrap" of the underlying assets, which assumes payment of benefits, if needed, at contract value (cost plus interest). In some instances, the Plan will have title to the underlying assets that are held in a custodial account. In others, the assets may be held through ownership of units of a fund or trust, or units of an insurance company's separate account. The crediting rate of these investments is based on the returns of the underlying assets, however, this return is spread over the life of the contract so as to produce a stable overall return for the Fund. Additionally, the Fund utilizes general account investment contracts issued by insurance companies or banks that contract to return the invested amount plus a rate of interest at a designated future date. The quality of this promise is based on the financial condition of the contract issuer.

PORTFOLIO QUALITY BY S&P RATINGS

RISK CONTROL

As the Fund seeks to preserve principal value, PRIMCO controls risk by purchasing high quality, well diversified investments. Credit quality is the foundation on which investment decisions for the portfolio are based. All investments made for the Fund are rated AA- or better at the time of purchase. The investments are not guaranteed by Rubbermaid Incorporated, PRIMCO, nor guaranteed or insured by the U.S. Government.

[GRAPH]

The credited rate of the Fund is the average yield of all investments held in the Fund. As new investments are made and older investments

are replaced at maturity, the average credited rate may change. In general, the credited rate will move toward current interest rates. The magnitude of the change depends on current rates and the amount of the portfolio being reinvested. Annual investment management fees and certain other administrative fees are netted against the return of the Fund.

RATING DEFINITION

AAA Superior financial security on an absolute and relative basis. Capacity to meet policyholder obligations is overwhelming under a variety of economic and underwriting conditions.

AA+ Excellent financial security. Capacity to meet
AA policyholder obligations is strong under a variety
AA- of economic and underwriting conditions.

A+ Good financial security. Capacity to meet
A policyholder obligations is somewhat susceptible to adverse economic and underwriting conditions.

* USING DEFINITIONS FROM STANDARD & POOR'S. OTHER RATINGS USE SIMILAR DEFINITIONS.

PERFORMANCE DATA:

ANNUALIZED RETURN (12/31/98)

[GRAPH]

RETURNS FOR PERIOD ENDED 12/31/98

	Total Return	Annualized
3 Month	1.53%	6.12%
1 Year	6.38%	6.38%
3 Year	20.57%	6.43%
5 Year	38.61%	6.75%
Since 2/28/90	95.14%	7.86%

Returns are net of investment management fees. Recordkeeping, trustee and other administrative fees are not reflected in these returns.

INVESTOR TYPE

* Investors seeking minimal fluctuations in principal investment.

* Investors looking for a competitive market interest rate with minimal overall risk.

* Investor willing to trade lower return potential for lower risk.

* Investors looking to balance the volatility of equity investments by adding a Fund designed to preserve principal into their portfolio allocation.

FUND MANAGER

PRIMCO Capital Management, Inc. was hired in 1990 as investment manager for the Stable Value Fund. Founded in 1985, PRIMCO specializes in managing stable value funds and currently has over $21 billion in assets under management. PRIMCO is a registered investment advisor located in Louisville, Kentucky with an office in Portland, Oregon. PRIMCO is a wholly owned subsidiary of INVESCO, a member of the AMVESCAP PLC (formerly INVESCO PLC) global investment management organization. AMVESCAP PLC currently manages over $261 billion in assets (foreign and domestic) for corporate, public and jointly trusteed retirement plans, foundations, endowments, and a host of other institutional clients.

FEES

Participants investing in the Stable Value Fund may incur various fees which are deducted from participant accounts in the following different ways:

(1) In proportion to the value of each participant's account balance:

  * Investment management fees

  * Annual loan maintenance fees (for loans initiated prior to 11/01/96)

  * Annual zero balance account fees for newly eligible participants

  * Fund administration fees

(2) In equal dollar amount from each participant's account balance:

  * Fees to comply with government rules and regulations

  * Annual participant recordkeeping fees

  * Legal, accounting, actuarial and trustee fees

(3) Directly from each participant's account balance for those incurring the fees:

  * New loan set up fees

  * Annual loan maintenance fees (for loans initiated on or after 11/01/96)

LIMITATION OF LIABILITY

Neither Newell, Rubbermaid, its agent (including Newell or Rubbermaid if it is acting as such) in administering the Plan, nor the agent shall be liable for any act done in good faith or for the good faith omission to act in connection with the Plan. However, nothing contained herein shall affect a Participant's right to bring a cause of action based on alleged violations of federal securities laws.

USE OF PROCEEDS

Newell does not anticipate that it will realize any net proceeds from the issuance of its common stock under the Plan.

PLAN OF DISTRIBUTION

The common stock being offered hereby is offered pursuant to the Plan, the terms of which provide for the issuance of common stock in connection with investment of participant and employer contributions to the Plan.

DESCRIPTION OF COMMON SHARES

Newell's certificate of incorporation authorizes the issuance of 400,000,000 shares of Common Stock, of which 162,728,371 were issued and outstanding on February 8, 1999. The description of the Common Stock is incorporated by reference into this Prospectus. See "Incorporation of Information by Reference" for information on how to obtain a copy of this description.

EXPERTS

The consolidated financial statements of Newell set forth in Newell's Annual Report on Form 10-K for the fiscal year ended December 31, 1998 have been audited by Arthur Andersen LLP, independent accountants, as stated in their report dated January 27, 1999 included in the Form 10-K and incorporated by reference in this document. Those consolidated financial statements have been incorporated by reference in this document and in reliance upon Arthur Andersen LLP's report given upon the authority of that firm as experts in accounting and auditing.

LEGAL MATTERS

Certain legal matters in connection with the Common Stock offered hereby have been passed upon for Newell by Schiff Hardin & Waite, Chicago, Illinois. Schiff Hardin & Waite has advised Newell that a member of the firm participating in the representation of Newell owns approximately 3,900 shares of Newell common stock.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The estimated expenses in connection with the offering are as follows:

Registration fee under the Securities Act	$ 4,139
Legal fees and expenses	$15,000
Accounting fees and expenses	$ 5,000
Miscellaneous	$15,000
Total	$39,139

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 102 of the Delaware law allows a corporation to eliminate the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except in cases where the director breached his or her duty of loyalty to the corporation or its stockholders, failed to act in good faith, engaged in intentional misconduct or a knowing violation of the law, willfully or negligently authorized the unlawful payment of a dividend or approved an unlawful stock redemption or repurchase or obtained an improper personal benefit. Newell's Charter contains a provision which eliminates directors' personal liability as set forth above.

The Charter and the Bylaws of Newell provide in effect that Newell shall indemnify its directors and officers to the extent permitted by the Delaware law. Section 145 of the Delaware law provides that a Delaware corporation has the power to indemnify its directors, officers, employees and agents in certain circumstances.

Subsection (a) of Section 145 of the Delaware law empowers a corporation to indemnify any director, officer, employee or agent, or former director, officer, employee or agent, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding provided that such director, officer, employee or agent acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, provided that such director, officer, employee or agent had no reasonable cause to believe that his or her conduct was unlawful.

Subsection (b) of Section 145 of the Delaware law empowers a corporation to indemnify any director, officer, employee or agent, or former director, officer, employee or agent, who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery shall determine that despite the adjudication of liability such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 145 further provides that to the extent that a director or officer or employee of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith; that indemnification provided by Section 145 shall not be deemed exclusive of any other rights to which the party seeking indemnification may be entitled; and the corporation is empowered to purchase and maintain insurance on behalf of a director, officer, employee or agent of the corporation against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such whether or not the corporation would have the power to indemnify him or her against such liabilities under Section 145; and that, unless indemnification is ordered by a court, the determination that indemnification under subsections (a) and (b) of Section 145 is proper because the director, officer, employee or agent has met the applicable standard of conduct under such subsections shall be made by (1) a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (3) by the stockholders.

Newell has in effect insurance policies for general officers' and directors' liability insurance covering all of Newell's officers and directors. Newell also has entered into indemnification agreements with each of its officers and directors that provide that the officers and directors will be entitled to their indemnification rights as they existed at the time they entered into the agreements, regardless of subsequent changes in Newell's indemnification policy.

Pursuant to an Agreement and Plan of Merger by and between Newell Co., Rooster Company and Rubbermaid Incorporated dated as of October

20, 1998 (the "Merger Agreement"), Newell will, to the fullest extent not prohibited by applicable law, indemnify, defend and hold harmless each person who is now, or has been at any time prior to the date of the merger agreement, or who becomes prior to the Effective Time (as defined in the Merger Agreement), an officer, director of employee of Rubbermaid or any of its subsidiaries against any losses, expenses, claims, damages or liabilities (1) arising out of acts or omissions occurring at or prior to the Effective Time that are based on or arising out of the fact that such person is or was a director, officer or employee of Rubbermaid or any of its subsidiaries or served as a fiduciary under or with respect to any Rubbermaid employee benefit plan and (2) to the extent they are based on or arise out of the transactions contemplated by the Merger Agreement. In addition, from and after the Effective Time, directors and officers of Rubbermaid who become directors or officers of Newell will be entitled to indemnification under the Charter and the Bylaws of Newell, as the same may be amended from time to time in accordance with their terms and applicable law, and to all other indemnity rights and protections as are afforded to other directors and officers of Newell.

Additionally, for six years after the Effective Time, Newell will maintain in effect Rubbermaid's current directors' and officers' liability insurance covering acts or omissions occurring prior to the Effective Time with respect to those persons who are currently covered by Rubbermaid's directors' and officers' liability insurance policy on terms with respect to such coverage and amount no less favorable than those of such policy in effect on the date of the Merger Agreement; provided that Newell may substitute policies of Newell or its subsidiaries containing terms with respect to coverage and amount no less favorable to such directors or officers. Newell will not be required to pay aggregate premiums for the insurance described in this paragraph in excess of 200% of the aggregate premiums paid by Rubbermaid in 1998, except that if the annual premiums of such insurance coverage exceed such amount, Newell will be obligated to obtain a policy with the best coverage available, in the reasonable judgment of Newell's Board, for a cost up to but not exceeding such amount.

For six years after the Effective Time, Newell will also maintain in effect Rubbermaid's current fiduciary liability insurance policies for employees who serve or have served as fiduciaries under any Rubbermaid benefit plan with coverages and in amounts no less favorable than those of such policy in effect on the date of the Merger Agreement.

ITEM 16. EXHIBITS.

The Exhibits filed herewith are set forth on the Exhibit Index filed as part of this Registration Statement.

ITEM 17. UNDERTAKINGS.

(a) Newell hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering rang may be reflected in the form of prospectus filed with the Commission pursuant to Rule 242(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

PROVIDED, HOWEVER, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on form s-3, form s-8 or form f-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by Newell pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) Newell hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of Newell's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15 (d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of Newell pursuant to the foregoing provisions, or otherwise, Newell has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Newell of expenses incurred or paid by a director, officer or controlling person of Newell in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, Newell will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rockford, State of Illinois, on the 24th day of March, 1999.

NEWELL CO.
(Registrant)

By: /s/ William T. Alldredge

William T. Alldredge
Vice President - Finance

Each person whose signature appears below appoints, Dale L. Matschullat, John J. McDonough and William T. Alldredge or any one of them, as such person's true and lawful attorneys to execute in the name of each such person, and to file, any amendments to this Registration Statement that either of such attorneys shall deem necessary or advisable to enable the Registrant to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission with respect thereto, in connection with this Registration Statement, which amendments may make such changes in such Registration Statement as either of the above-named attorneys deems appropriate, and to comply with the undertakings of the Registrant made in connection with this Registration Statement; and each of the undersigned hereby ratifies all that either of said attorneys shall do or cause to be done by virtue thereof.

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

Signature	Title	Date
/s/ John J. McDonough John J. McDonough	Chief Executive Officer (Principal Executive Officer) and Director	March 24, 1999
/s/ Thomas A. Ferguson, Jr. Thomas A. Ferguson, Jr.	President and Chief Operating Officer and Director	March 24, 1999
/s/ Donald L. Krause Donald L. Krause	Senior Vice President - Corporate Controller (Principal Accounting Officer)	March 24, 1999
/s/ William T. Alldredge William T. Alldredge	Vice President - Finance (Principal Financial Officer)	March 24, 1999
/s/ William P. Sovey William P. Sovey	Chairman of the Board of Directors	March 24, 1999
/s/ Alton F. Doody Alton F. Doody	Director	March 24, 1999

/s/ Daniel C. Ferguson Daniel C. Ferguson	Director	March 24, 1999
/s/ Robert L. Katz Robert L. Katz	Director	March 24, 1999
/s/ Elizabeth Cuthbert Millett Elizabeth Cuthbert Millett	Director	March 24, 1999
/s/ Cynthia A. Montgomery Cynthia A. Montgomery	Director	March 24, 1999
/s/ Allan P. Newell Allan P. Newell	Director	March 24, 1999

INDEX TO EXHIBITS

Exhibit Number	Exhibit
2*	Agreement and Plan of Merger dated as of October 20, 1998, among Newell, Rubbermaid and Rooster Company (incorporated by reference to Annex A to the joint proxy statement/prospectus contained in Newell's Registration Statement on Form S-4 (File No. 333-71747) effective February 4, 1999.
4.1	Rubbermaid Retirement Plan.
4.2*	Rights Agreement, dated as of August 6, 1998, between Newell and First Chicago Trust Company of New York (incorporated by reference to Exhibit I to Newell's Registration Statement on Form 8-A12B (Reg. No. 1-09608), filed with the Commission on August 28, 1998).
5	Opinion of Schiff Hardin & Waite.
23.1	Consent of Arthur Andersen LLP.
23.2	Consent of Schiff Hardin & Waite (included in its opinion filed as Exhibit 5 in this Registration Statement).
24	Power of Attorney (set forth on the signature page).

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* Previously filed.

EXHIBIT 4.1

RUBBERMAID RETIREMENT PLAN
(January 1, 1998 Restatement)

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ADDENDUM A

PREAMBLE

The Rubbermaid Retirement Plan (the "Plan"), originally effective as of September 30, 1944, is hereby amended and restated in its entirety. The Plan, as amended and restated hereby, is intended to qualify as a profit-sharing plan under Section 401(a) of the Code, and includes a cash or deferred arrangement that is intended to qualify under Section 401(k) of the Code. The Plan is maintained for the exclusive benefit of eligible employees and their beneficiaries.

Notwithstanding any other provision of the Plan to the contrary, a Participant's vested interest in his Account under the Plan on and after the effective date of this amendment and restatement shall not be less than his vested interest in his account on the day immediately preceding the effective date.

ARTICLE I
DEFINITIONS

1.1 PLAN DEFINITIONS

As used herein, the following words and phrases have the meanings hereinafter set forth, unless a different meaning is plainly required by the context:

An "Account" means the account maintained by the Trustee in the name of a Participant that reflects his interest in the Trust and any Sub-Accounts maintained thereunder, as provided in Article VIII.

The "Administrator" means the Sponsor unless the Sponsor designates another person or persons to act as such. Beginning August 1, 1995, the Sponsor designates the Benefit Plans Committee as Administrator.

The "Beneficiary" of a Participant means the person or persons entitled under the provisions of the Plan to receive distribution hereunder in the event the Participant dies before receiving distribution of his entire interest under the Plan.

A "Break in Service" means any Plan Year during which the person completes less than 501 Hours of Service.

The "Code" means the Internal Revenue Code of 1986, as amended from time to time. Reference to a section of the Code includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The "Compensation" of a Participant for purposes of (i) determining the amount and allocation of Employer Regular Contributions for any period and (ii) for purposes of determining the amount of a Participant's Salary Deferral Contributions and the amount and allocation of Employer Matching Contributions, for any period beginning on or after April 1, 1998, means: regular or basic salary and wages, overtime pay and other earnings that are paid as a substitute for base pay or a modification to base pay as determined by the Administrator including, but not limited to, double-time, shift premium, shift premium overtime, shift premium double-time, vacation pay, holiday pay, supervisor overtime, jury duty pay, funeral pay, meeting pay, retroactive pay and incentive pay paid to the Participant by his Employer for employment as an Eligible Employee during such period, as determined prior to any exclusions for Salary Deferral Contributions hereunder or contributions to a plan specified under Section 125 of the Code.

The "Compensation" of a Participant for any period prior to April 1, 1998, for purposes of determining the amount of a Participant's Salary Deferral Contributions means regular or basic salary and wages paid to the Participant by his Employer for employment as an Employee during such period, as determined prior to any exclusions for Salary Deferral Contributions hereunder or contributions to a plan specified under Section 125 of the Code.

For purposes of determining the amount and allocation of Employer Regular Contributions, except as otherwise determined by the Administrator to prevent duplication of benefits under the Plan and any other plan maintained by an Employer or a Related Company, if an employee transfers directly either (i) from employment with an Employer or with a Related Company in a capacity other than as an Employee to employment as an Employee or (ii) from employment with one Employer as an Employee to employment with another Employer as an Employee, amounts paid to such Employee by the Related Company or Employer for the Contribution Period prior to the transfer shall be treated as having been paid by the Employer by which he is employed on the last day of the Contribution Period for employment as an Employee.

In no event, however, shall the Compensation of a Participant taken into account under the Plan for any Plan Year exceed $160,000 (subject to adjustment annually as provided in Section 401(a)(17)(B) and Section 415(d) of the Code). If the Compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than

one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months.

A "Contribution Period" means the period specified in Article VI for which Employer Regular Contributions shall be made.

"Disabled" or "Disability" means a physical or mental condition arising after an Employee has become an Eligible Employee which totally and permanently prevents the Participant from engaging in any occupation or employment for remuneration or profit for his Employer or a Related Company, except for purposes of rehabilitation not incompatible with a finding of total and permanent disability. The Administrator shall determine Disability hereunder on the basis of the certificate of a physician acceptable to it and evidence that the Employee is eligible for either (1) waiver of the premium under any long term group life insurance plan sponsored by his Employer, but administered by a third party or (2) disability benefits under the terms of the Social Security Act.

An "Eligible Employee" means any Employee who has met the eligibility requirements of Article III to have Salary Deferral Contributions made to the Plan on his behalf.

An "Employee" means any employee of an Employer at a plant, division, or other business operation to which coverage has been extended, as described in Schedule I, other than an employee who is covered by a collective bargaining agreement or is a non-resident alien.

An "Employee Contribution" means any after-tax employee contribution made by a Participant prior to January 1, 1987, including both Employee Contributions-Deductible and Employee Contributions-Non-Deductible.

An "Employee Contribution-Deductible" means any after-tax employee contribution made by a Participant prior to January 1, 1987, for which a deduction was allowable under Section 219(a) of the Code for the taxable year in which the contribution was made.

An "Employee Contribution-Non-Deductible" means any after-tax employee contribution made by a Participant other than an Employee Contribution-Deductible.

An "Employer" means the Sponsor and any entity which has adopted the Plan as provided in Article XIX, as described in Schedule I.

An "Employer Matching Contribution" means any contributions made to the Plan on or after April 1, 1998, on account of a Participant's Salary Deferral Contributions as provided in Article VI.

An "Employer Regular Contribution" means the amount, if any, that an Employer contributes to the Plan as provided in Article VI and Article XXI.

An "Enrollment Date" means each January 1.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time. Reference to a section of ERISA includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The "General Fund" means a Trust Fund maintained by the Trustee as required to hold and administer any assets of the Trust that are not allocated among any separate Investment Funds as may be provided in the Plan or the Trust Agreement. No General Fund shall be maintained if all assets of the Trust are allocated among separate Investment Funds.

A "Highly Compensated Employee" means an Employee or former Employee who is a highly compensated active employee or a highly compensated former employee as defined hereunder.

A "highly compensated active employee" includes any Employee who performs services for an Employer during the Plan Year and who (i) was a five percent owner at any time during the Plan Year or the look back year or (ii) received compensation from an Employer during the look back year in excess of $80,000 (subject to adjustment annually at the same time and in the same manner as under Section 415(d) of the Code) and was in the top paid group of employees for the look back year. An Employee is in the top paid group of employees if he is in the top 20 percent of the employees of his Employer and all Related Companies when ranked on the basis of compensation paid during the look back year.

A "highly compensated former employee" includes any Employee who (1) separated from service from an Employer and all Related Companies (or is deemed to have separated from service from an Employer and all Related Companies) prior to the Plan Year, (2) performed no services for an Employer during the Plan Year, and (3) for either the separation year or any Plan Year ending on or after the date the Employee attains age 55, was a highly compensated active employee, as determined under the rules in effect under Section 414(q) of the Code for such year.

The determination of who is a Highly Compensated Employee hereunder, including, if applicable, determinations as to the number and identity of employees in the top paid group, shall be made in accordance with the provisions of Section 414(q) of the Code and regulations issued thereunder.

For purposes of this definition, the following terms have the following meanings:

(a) An employee's "compensation" means compensation as defined in Section 415(c)(3) of the Code and regulations issued thereunder.

(b) The "look back year" means the 12-month period immediately preceding the Plan Year.

An "Hour of Service" with respect to a person means each hour, if any, that is credited to him in accordance with the provisions of Article II.

An "Investment Fund" means any separate investment Trust Fund maintained by the Trustee as provided in the Plan or the Trust Agreement or any separate investment fund maintained by the Trustee, to the extent that there are Participant Sub-Accounts under such funds, to which assets of the Trust may be allocated and separately invested.

"Military Leave" means an employee's absence from work because of service with the armed forces of the United States provided he is eligible for re-employment rights under the Uniformed Services Employment and Re-employment Rights Act of 1994, and returns to work with an Employer or a Related Company within the period during which he retains such re-employment rights.

The "Normal Retirement Date" of an employee means the date he attains age 65.

A "Participant" means any person who has an Account in the Trust.

The "Plan" means the Rubbermaid Retirement Plan, as from time to time in effect.

A "Plan Year" means the 12-consecutive-month period ending each December 31.

A "Predecessor Employer" means any organization, the stock or assets of which were acquired by an Employer or a Related Company; provided, however, that an organization shall be treated as a Predecessor Employer with respect only to those employees who were employed by the Predecessor Employer as of the date of acquisition.

A "Related Company" means any corporation or business, other than an Employer, which would be aggregated with an Employer for a relevant purpose under Section 414 of the Code.

A "Rollover Contribution" means any rollover contribution to the Plan made by a Participant as provided in Article V.

A "Salary Deferral Contribution" means the amount contributed to the Plan on a Participant's behalf by his Employer in accordance with his salary deferral authorization executed pursuant to Article IV.

The "Sponsor" means Rubbermaid Incorporated, and any successor thereto.

A "Sub-Account" means any of the individual sub-accounts of a Participant's Account that is maintained as provided in Article VIII.

The "Termination Date" of a Participant means the date on which a Participant terminates employment with an Employer and all Related Companies because of death, Disability, retirement, or other termination of employment

The "Trust" means the trust maintained by the Trustee under the Trust Agreement.

The "Trust Agreement" means the agreement entered into between the Sponsor and the Trustee relating to the holding, investment, and reinvestment of the assets of the Plan, together with all amendments thereto.

The "Trustee" means the trustee or any successor trustee which at the time shall be designated, qualified, and acting under the Trust Agreement. The Sponsor may designate a person or persons other than the Trustee to perform any responsibility of the Trustee under the Plan, other than trustee responsibilities as defined in Section 405(c)(3) of ERISA, and the Trustee shall not be liable for the performance of such person in carrying out such responsibility except as otherwise provided by ERISA. The term Trustee shall include any delegate of the Trustee as may be provided in the Trust Agreement.

A "Trust Fund" means any fund maintained under the Trust by the Trustee.

A "Valuation Date" means the date or dates designated by the Sponsor and communicated in writing to the Trustee for the purpose of valuing the General Fund and each Investment Fund and adjusting Accounts and Sub-Accounts hereunder, which dates need not be uniform with respect to the General Fund, each Investment Fund, Account, or Sub-Account; provided, however, that the General Fund and each Investment Fund shall be valued and each Account and Sub-Account shall be adjusted no less often than once annually.

The "Vesting Service" of an employee means the period or periods of service credited to him under the provisions of Article II for purposes of determining his vested interest in his Employer Regular Contributions Sub-Account.

1.2 INTERPRETATION

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

1.3 SCHEDULES

The provisions of the Plan may be expanded, modified, or supplemented by schedules to the Plan. Any such schedule shall form a part of the Plan as of the effective date of the schedule.

ARTICLE II
VESTING SERVICE

2.1 CREDITING OF HOURS OF SERVICE

A person shall be credited with an Hour of Service for:

(a) each hour for which he is paid, or entitled to payment, for the performance of duties for an Employer or a Related Company during the applicable computation period; provided, however, that hours compensated at a premium rate shall be treated as straight-time hours;

(b) subject to the provisions of Section 2.3, each hour for which he is paid, or entitled to payment, by an Employer or a Related 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), lay-off, jury duty, military duty, or leave of absence approved by the Administrator;

(c) each hour for which he is not paid or entitled to payment, but for which he would have been scheduled to work for an Employer or a Related Company during the period of time that he is absent from work while on leave of absence approved by the Administrator;

(d) each hour for which he is not paid or entitled to payment, but for which he would have been scheduled to work for an Employer or a Related Company during the period of time that he is absent from work while on Military Leave;

(e) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer or a Related Company; provided, however, that the same Hour of Service shall not be credited both under paragraph (a) or (b) or (c) or (d) of this Section, as the case may be, and under this paragraph (e); and provided, further, that the crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in such paragraph (b) shall be subject to the limitations set forth in Section 2.3; and

(f) unless otherwise provided in Schedule I, each hour described above that would have been credited to the employee for employment with a Predecessor Employer if such Predecessor Employer had been an Employer.

Notwithstanding the foregoing and solely for purposes of determining whether a person who is on a maternity/paternity absence beginning on or after the first day of the first Plan Year that commences on or after January 1, 1985, has incurred a Break in Service, Hours of Service shall include those hours with which such person would otherwise have been credited but for such maternity/paternity absence, or shall include eight Hours of Service for each day of maternity/paternity absence if the actual hours to be credited cannot be determined; except that not more than 501 hours are to be credited by reason of any maternity/paternity absence. Any hours included as Hours of Service pursuant to the immediately preceding sentence shall be credited to the Plan Year in which the absence from employment begins, if such person otherwise would incur a Break in Service in such Plan Year, or, in any other case, to the immediately following Plan Year.

For purposes of this Section, a "maternity/paternity absence" means a person's absence from employment with an Employer or a Related Company because of the person's pregnancy, the birth of the person's child, the placement of a child with the person in connection with the person's adoption of the child, or the caring for the person's child immediately following the child's birth or adoption. A person's absence from employment will not be considered a maternity/paternity absence unless the person furnishes the Administrator such timely information as may reasonably be required to establish that the absence was for one of the purposes enumerated in this paragraph and to establish the number of days of absence attributable to such purpose.

2.2 HOURS OF SERVICE EQUIVALENCIES

Notwithstanding any other provision of the Plan to the contrary, an Employer may elect to credit Hours of Service to its employees in accordance with one of the following equivalencies, and if an Employer does not maintain records that accurately reflect actual hours of service, such Employer shall credit Hours of Service to its employees in accordance with one of the following equivalencies:

(a) If the Employer maintains its records on the basis of days worked, an employee shall be credited with 10 Hours of Service for each day on which he is required to be credited with an Hour of Service.

(b) If the Employer maintains its records on the basis of weeks worked, an employee shall be credited with 45 Hours of Service for each week in which he is required to be credited with an Hour of Service.

(c) If the Employer maintains its records on the basis of semi-monthly payroll periods, an employee shall be credited with 95 Hours of Service for each semi-monthly payroll period in which he is required to be credited with an Hour of Service.

(d) If the Employer maintains its records on the basis of bi-weekly payroll periods, an employee shall be credited with 90 Hours of Service for each bi-weekly payroll period in which he is required to be credited with an Hour of Service.

(e) If the Employer maintains its records on the basis of months worked, an employee shall be credited with 190 Hours of Service for each month in which he is required to be credited with an Hour of Service.

2.3 LIMITATIONS ON CREDITING OF HOURS OF SERVICE

In the application of the provisions of paragraph (b) of Section 2.2, the following shall apply:

(a) An hour for which a person is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed shall not be credited to him if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws.

(b) Hours of Service shall not be credited with respect to a payment which solely reimburses a person for medical or medically-related expenses incurred by him.

(c) A payment shall be deemed to be made by or due from an Employer or a Related Company (i) regardless of whether such payment is made by or due from such employer directly or indirectly, through (among others) a trust fund or insurer to which any such employer contributes or pays premiums, and (ii) regardless of whether contributions made or due to such trust fund, insurer, or other entity are for the benefit of particular persons or are on behalf of a group of persons in the aggregate.

2.4 DEPARTMENT OF LABOR RULES

The rules set forth in paragraphs (b) and (c) of Department of Labor Regulations Section 2530.200b-2, which relate to determining Hours of Service attributable to reasons other than the performance of duties and crediting Hours of Service to computation periods, are hereby incorporated into the Plan by reference.

2.5 YEARS OF VESTING SERVICE

Years of Vesting Service shall be determined in accordance with the following provisions:

(a) An employee shall be credited with a year of Vesting Service for each Plan Year during which he completes at least 1,000 Hours of Service.

(b) Notwithstanding the provisions of paragraph (a), service completed by an employee prior to a Termination Date shall not be included in determining the employee's years of Vesting Service unless either (1) the employee had a nonforfeitable right to any portion of his Account, excluding that portion of his Account that is attributable to Employee or Rollover Contributions, before such Termination Date, or (2) the number of his consecutive Breaks in Service after such Termination Date is less than the greater of five or the aggregate number of his years of Vesting Service before such Termination Date.

ARTICLE III
ELIGIBILITY

3.1 ELIGIBILITY

Each Employee who was an Eligible Employee immediately prior to the effective date of this amendment and restatement shall continue to be an Eligible Employee. Each other Employee shall become an Eligible Employee as of the Enrollment Date coinciding with or next following the date on which he becomes an Employee.

3.2 TRANSFERS OF EMPLOYMENT

If a person is transferred directly from employment with an Employer or with a Related Company in a capacity other than as an Employee to employment as an Employee, he shall become an Eligible Employee as of the later of the date he is so transferred or the date he would have become an Eligible Employee if he had been an Employee for his entire period of employment with the Employer or Related Company.

3.3 RE-EMPLOYMENT

If a person who terminated employment with all Employers and Related Companies is re-employed as an Employee prior to incurring a Break in Service, he shall become an Eligible Employee as of the later of the date he is re-employed or the date he would have become an Eligible Employee if he had continued in employment. If a person who terminated employment with all Employers and Related Companies is re-employed as an Employee after incurring a Break in Service, he shall become an Eligible Employee as of the Enrollment Date coinciding with or next following his re-employment date.

3.4 NOTIFICATION CONCERNING NEW ELIGIBLE EMPLOYEES

Each Employer shall notify the Administrator as soon as practicable of Employees becoming Eligible Employees as of any date.

3.5 EFFECT AND DURATION

Upon becoming an Eligible Employee, an Employee shall be entitled to elect to have Salary Deferral Contributions made to the Plan on his behalf and shall be bound by all the terms and conditions of the Plan and the Trust Agreement. A person shall continue as an Eligible Employee eligible to have Salary Deferral Contributions made to the Plan on his behalf only so long as he continues in employment as an Employee.

ARTICLE IV
SALARY DEFERRAL CONTRIBUTIONS

4.1 SALARY DEFERRAL CONTRIBUTIONS

Effective as of the date he becomes an Eligible Employee and any subsequent date, each Eligible Employee may elect in accordance with rules prescribed by the Administrator to have Salary Deferral Contributions made to the Plan on his behalf by his Employer as hereinafter provided; provided, however, that notwithstanding any other provision of the Plan to the contrary, no Highly Compensated Employee shall be considered an Eligible Employee for purposes of eligibility to make Salary Deferral Contributions during pay dates that occur in the months of February and March, 1998. An Eligible Employee's election shall include his authorization for his Employer to reduce his Compensation and/or eligible bonus and to make Salary Deferral Contributions on his behalf. Salary Deferral Contributions on behalf of an Eligible Employee shall commence as soon as reasonably practicable after the date on which his election is received by the Administrator. Notwithstanding any other provision of the Plan to the contrary, if a person is no longer an Eligible Employee on the date an eligible bonus would otherwise be paid, no Salary Deferral Contribution with respect to such eligible bonus shall be made on his behalf, and the person shall receive payment of his full eligible bonus, if any. For purposes hereof, a "bonus" is the amount paid to an Eligible Employee (or that would be paid to him except for his election to have Salary Deferral Contributions made on his behalf) that is designated as such by his Employer and an "eligible bonus" is any bonus that the Employer designates as eligible for deferral hereunder; provided, however, that such designation shall be made on a uniform and non-discriminatory basis.

4.2 AMOUNT OF SALARY DEFERRAL CONTRIBUTIONS

The amount of Salary Deferral Contributions to be made to the Plan on behalf of an Eligible Employee by his Employer shall be the sum of the following:

(a) an integral percentage of the Eligible Employee's Compensation of not less than one percent nor more than the percentage designated by the Administrator for the Plan Year; and

(b) an integral percentage of the Eligible Employee's eligible bonus of not less than one percent nor more than 100 percent.

In the event an Eligible Employee elects to have his Employer make Salary Deferral Contributions on his behalf, his Compensation and/or eligible bonus shall be reduced for each payment period by the

percentage he elects to have contributed on his behalf to the Plan in accordance with his currently effective salary deferral authorizations.

4.3 CHANGES IN SALARY DEFERRAL AUTHORIZATION

An Eligible Employee may change the percentage or the amount of his future Compensation and/or eligible bonus that his Employer contributes on his behalf as Salary Deferral Contributions at such time or times during the Plan Year as the Administrator may prescribe, by filing an amended salary deferral authorization with his Employer such number of days prior to the date such change is to become effective as the Administrator shall prescribe. An Eligible Employee who changes his salary deferral authorization shall be limited to selecting a percentage otherwise permitted under Section 4.2. Salary Deferral Contributions shall be made on behalf of such Eligible Employee by his Employer pursuant to his amended salary deferral authorization filed in accordance with this Section commencing as soon as administratively feasible with respect to Compensation and/or eligible bonuses paid to the Eligible Employee on or after the date such filing is effective, until otherwise altered or terminated in accordance with the Plan.

4.4 SUSPENSION OF SALARY DEFERRAL CONTRIBUTIONS

An Eligible Employee on whose behalf Salary Deferral Contributions are being made may have such contributions suspended at any time by giving such number of days advance notice to his Employer as the Administrator shall prescribe. Any such voluntary suspension shall take effect commencing as soon as administratively feasible with respect to Compensation and on or after the expiration of the required notice period with respect to eligible bonuses and shall remain in effect until Salary Deferral Contributions are resumed as hereinafter set forth.

4.5 RESUMPTION OF SALARY DEFERRAL CONTRIBUTIONS

An Eligible Employee who has voluntarily suspended his Salary Deferral Contributions in accordance with Section 4.4 may have such contributions resumed at such time or times during the Plan Year as the Administrator may prescribe, by filing a new salary deferral authorization with his Employer such number of days prior to the date as of which such contributions are to be resumed as the Administrator shall prescribe.

4.6 DELIVERY OF SALARY DEFERRAL CONTRIBUTIONS

As soon after the date an amount would otherwise be paid to an Employee as it can reasonably be separated from Employer assets, each Employer shall cause to be delivered to the Trustee in cash all Salary Deferral Contributions attributable to such amounts.

4.7 VESTING OF SALARY DEFERRAL CONTRIBUTIONS

A Participant's vested interest in his Salary Deferral Contributions Sub-Account shall be at all times 100 percent.

ARTICLE V
EMPLOYEE AND ROLLOVER CONTRIBUTIONS

5.1 DISCONTINUATION OF EMPLOYEE CONTRIBUTIONS

Employee Contributions to the Plan were discontinued effective January 1, 1987.

5.2 ROLLOVER CONTRIBUTIONS

Effective April 1, 1998, an Employee who was a participant in a plan qualified under Section 401 of the Code, regardless of the company maintaining such plan, and who receives a cash distribution from such plan that he elects either (i) to roll over immediately to a qualified retirement plan or (ii) to roll over into a conduit IRA from which he receives a later cash distribution, may elect to make a Rollover Contribution to the Plan if he is entitled under Section 402(c), Section 403(a)(4), or Section 408(d)(3)(A) of the Code to roll over such distribution to another qualified retirement plan. The Administrator may require an Employee to provide it with such information as it deems necessary or desirable to show that he is entitled to roll over such distribution to another qualified retirement plan. An Employee shall make a Rollover Contribution to the Plan by delivering, or causing to be delivered, to the Trustee the cash that constitutes the Rollover Contribution amount within 60 days of receipt of the distribution from the plan or from the conduit IRA in the manner prescribed by the Administrator. If the Employee does not already have an investment election on file with the Administrator, the Employee shall also deliver to the Administrator his election as to the investment of his contributions in accordance with Article IX.

5.3 VESTING OF EMPLOYEE CONTRIBUTIONS AND ROLLOVER CONTRIBUTIONS

A Participant's vested interest in his Employee Contributions Sub-Account and his Rollover Contributions Sub-Account shall be at all times 100 percent.

ARTICLE VI
EMPLOYER REGULAR CONTRIBUTIONS

6.1 CONTRIBUTION PERIOD

The Contribution Period for Employer Regular Contributions under the Plan shall be each Plan Year. The Contribution Period for Employer Matching Contributions under the Plan shall be each payroll period.

6.2 AMOUNT AND ALLOCATION OF EMPLOYER REGULAR CONTRIBUTIONS

An Employer Regular Contribution shall be made to the Plan for each Contribution Period and shall be allocated to the Account of each Employee who is eligible to participate in the allocation of Employer Regular Contributions for the Contribution Period, as determined under this Article, in an amount equal to 6 percent of the Compensation paid to each such Employee during the Contribution Period. In addition, the Sponsor may, in its discretion, based on the Economic Value Added of the Sponsor and Related Companies for the Contribution Period, determine that a further Employer Regular Contribution be made to the Plan for the Contribution Period and allocated to the Account of each Employee who is eligible to participate in the allocation of Employer Regular Contributions for the Contribution Period, in an amount up to 3 percent of the Compensation paid each such Employee during the Contribution Period.

6.3 AMOUNT AND ALLOCATION OF EMPLOYER MATCHING CONTRIBUTIONS

Each Employer shall make an Employer Matching Contribution to the Plan for each Contribution Period within the "catch-up period" in an amount equal to 100 percent of the "eligible Salary Deferral Contributions" for such Contribution Period made on behalf of its Employees during such Contribution Period who are eligible to participate in the allocation of Employer Matching Contributions for such Contribution Period, as determined under this Article. For purposes of this paragraph, "catch-up period" means the period beginning on the first pay date after April 1, 1998 and ending on (a) for individuals paid on a bi-weekly basis, the 7th pay date thereafter and (b) for individuals paid on a weekly basis, the 14th pay date thereafter.

Effective for Contribution Periods beginning after the catch-up period, each Employer shall make an Employer Matching Contribution to the Plan for each Contribution Period in an amount equal to 50 percent of the "eligible Salary Deferral Contributions" for the Contribution Period made on behalf of its Employees during the Contribution Period who are eligible to participate in the allocation of Employer Matching Contributions for the Contribution Period, as determined under this Article.

For purposes of this Section 6.3, "eligible Salary Deferral Contributions" with respect to an Employee mean the Salary Deferral Contributions made on his behalf for the Contribution Period, excluding any Salary Deferral Contributions made pursuant to Section 4.2(b), in an amount up to, but not exceeding, the "match level". For purposes of this Article, the "match level" means 6 percent of an Employee's Compensation for the Contribution Period.

6.4 VERIFICATION OF AMOUNT OF EMPLOYER REGULAR CONTRIBUTIONS AND EMPLOYER MATCHING CONTRIBUTIONS BY THE SPONSOR

The Sponsor shall verify the amount of Employer Regular Contributions and Employer Matching Contributions to be made by each Employer in accordance with the provisions of the Plan. Notwithstanding any other provision of the Plan to the contrary, the amount and allocation of Employer Regular Contributions and Employer Matching Contributions with respect to an Employee who transfers from employment with one Employer as an Employee to employment with another Employer as an Employee during a Contribution Period shall be determined as if the Employee had been employed for the entire Contribution Period by the Employer that is his Employer on the last day of the Contribution Period.

6.5 PAYMENT OF EMPLOYER REGULAR CONTRIBUTIONS AND EMPLOYER MATCHING CONTRIBUTIONS

Employer Regular Contributions and Employer Matching Contributions made for a Contribution Period shall be paid in cash to the Trustee within the period of time required under the Code in order for the contribution to be deductible by the Employer in determining its Federal income taxes for the Plan Year.

6.6 ELIGIBILITY TO PARTICIPATE IN ALLOCATION

Each Employee shall be eligible to participate in the allocation of Employer Regular Contributions and Employer Matching Contributions beginning on the date he becomes, or again becomes, an Eligible Employee in accordance with the provisions of Article III. Notwithstanding the foregoing, no person shall be eligible to participate in the allocation of Employer Regular Contributions for a

Contribution Period unless (i) he is employed by an Employer as an Employee on the last day of the Contribution Period and (ii) he has completed at least 1,000 Hours of Service during the Contribution Period; provided, however, that the following special rules shall apply:

(a) the foregoing provisions shall not apply to a person who terminates employment during the Contribution Period because of death or Disability and who receives Compensation for the Contribution Period prior to such termination of employment;

(b) if an Employee is absent from work during a Contribution Period because of an approved leave of absence, he shall not be eligible to participate in the allocation of Employer Regular Contributions for the Contribution Period unless he received Compensation for the Contribution Period; and

(c) if an Employee is on Military Leave during a Contribution Period, he shall be eligible to participate in the allocation of Employer Regular Contributions for the Contribution Period only as provided in Section 20.10 of the Plan.

Notwithstanding any other provision of the Plan to the contrary, if the Plan would not otherwise meet the minimum coverage requirements of Section 410(b) of the Code in any Plan Year, the group of Employees eligible to participate in the allocation of Employer Regular Contributions shall be expanded to include the minimum number of Employees who would be eligible to participate except for their failure to complete the required number of Hours of Service during the Plan Year that is necessary to meet the minimum coverage requirements. The Employees who become eligible to participate under the provisions of the immediately preceding sentence shall be those Employees who have completed the greatest number of Hours of Service during the Plan Year. If the Plan still would not meet the minimum coverage requirements of Section 410(b) of the Code, the group of Employees shall be expanded further to include the minimum number of Employees who are not employed by an Employer or a Related Company on the last day of the Contribution Period that is necessary to meet the minimum coverage requirements. The Employees who become eligible to participate under the provisions of the immediately preceding sentence shall be those Employees who have completed the greatest number of Hours of Service during the Contribution Period.

6.7 VESTING OF EMPLOYER REGULAR CONTRIBUTIONS AND EMPLOYER MATCHING CONTRIBUTIONS

A Participant's vested interest in his Employer Matching Contributions Sub-Account shall be at all times 100 percent. A Participant's vested

interest in his Employer Regular Contributions Sub-Account shall be determined in accordance with the following schedule:

Years of Vesting Service	Vested Interest
Less than 3	0%
3 but less than 4	20%
4 but less than 5	40%
5 but less than 6	60%
6 but less than 7	80%
7 or more	100%

Notwithstanding the foregoing, if a Participant is employed by an Employer or a Related Company on his Normal Retirement Date, the date he becomes Disabled, or the date he dies, his vested interest in his Employer Regular Contributions Sub-Account shall be 100 percent.

6.8 ELECTION OF FORMER VESTING SCHEDULE

If the Sponsor adopts an amendment to the Plan that directly or indirectly affects the computation of a Participant's vested interest in his Employer Regular Contributions and Employer Matching Contributions Sub-Accounts, any Participant with three or more years of Vesting Service shall have a right to have his vested interest in his Employer Regular Contributions and Employer Matching Contributions Sub-Accounts continue to be determined under the vesting provisions in effect prior to the amendment rather than under the new vesting provisions, unless the vested interest of the Participant in his Employer Regular Contributions and Employer Matching Contributions Sub-Accounts under the Plan as amended is not at any time less than such vested interest determined without regard to the amendment. A Participant shall exercise his right under this Section by giving written notice of his exercise thereof to the Administrator within 60 days after the latest of (i) the date he receives notice of the amendment from the Administrator, (ii) the effective date of the amendment, or (iii) the date the amendment is adopted. Notwithstanding the foregoing, a Participant's vested interest in his Employer Regular Contributions and Employer Matching Contributions Sub-Accounts on the effective date of such an amendment shall not be less than his vested interest in his Employer Regular Contributions and Employer Matching Contributions Sub-Accounts immediately prior to the effective date of the amendment.

ARTICLE VII
LIMITATIONS ON CONTRIBUTIONS

7.1 DEFINITIONS

For purposes of this Article, the following terms have the following meanings:

(a) The "actual deferral percentage" with respect to an Eligible Employee for a particular Plan Year means the ratio of the Salary Deferral Contributions made on his behalf for the Plan Year to his test compensation for the Plan Year; provided, however, that contributions made on a Participant's behalf for a Plan Year shall be included in determining his actual deferral percentage for such Plan Year only if the contributions are made to the Plan prior to the end of the 12-month period immediately following the Plan Year to which the contributions relate. The determination and treatment of the actual deferral percentage amounts for any Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(b) The "aggregate limit" means the sum of (i) 125 percent of the greater of the average contribution percentage for eligible participants other than Highly Compensated Employees or the average actual deferral percentage for Eligible Employees other than Highly Compensated Employees and (ii) the lesser of 200 percent or two plus the lesser of such average contribution percentage or average actual deferral percentage, or, if it would result in a larger aggregate limit, the sum of (iii) 125 percent of the lesser of the average contribution percentage for eligible participants other than Highly Compensated Employees or the average actual deferral percentage for Eligible Employees other than Highly Compensated Employees and (iv) the lesser of 200 percent or two plus the greater of such average contribution percentage or average actual deferral percentage.

(c) The "annual addition" with respect to a Participant for a limitation year means the sum of the Salary Deferral Contributions, Employer Matching Contributions and Employer Regular Contributions allocated to his Account for the limitation year (including any excess contributions that are distributed pursuant to this Article), the employer contributions, employee contributions, and forfeitures allocated to his accounts for the limitation year under any other qualified defined contribution plan (whether or not terminated) maintained by an Employer or a Related Company

concurrently with the Plan, and amounts described in Sections 415(l)(2) and 419A(d)(2) of the Code allocated to his account for the limitation year.

(d) The "Code Section 402(g) limit" means the dollar limit imposed by Section 402(g)(1) of the Code or established by the Secretary of the Treasury pursuant to Section 402(g)(5) of the Code in effect on January 1 of the calendar year in which an Eligible Employee's taxable year begins.

(e) The "contribution percentage" with respect to an eligible participant for a particular Plan Year means the ratio of the matching contributions made to the Plan on his behalf for the Plan Year to his test compensation for such Plan Year, except that, to the extent permitted by regulations issued under Section 401(m) of the Code, the Sponsor may elect to take into account in computing the numerator of each eligible participant's contribution percentage the Salary Deferral Contributions made to the Plan on his behalf for the Plan Year; provided, however, that any Salary Deferral Contributions that were taken into account in computing the numerator of an eligible participant's actual deferral percentage may not be taken into account in computing the numerator of his contribution percentage; and provided, further, that contributions made by or on a Participant's behalf for a Plan Year shall be included in determining his contribution percentage for such Plan Year only if the contributions are made to the Plan prior to the end of the 12-month period immediately following the Plan Year to which the contributions relate. The determination and treatment of the contribution percentage amounts for any Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(f) An "elective contribution" means any employer contribution made to a plan maintained by an Employer or any Related Company on behalf of a Participant in lieu of cash compensation pursuant to his election to defer under any qualified CODA as described in Section 401(k) of the Code, any simplified employee pension cash or deferred arrangement as described in Section 402(h)(1)(B) of the Code, any eligible deferred compensation plan under Section 457 of the Code, or any plan as described in Section 501(c)(18) of the Code, and any contribution made on behalf of the Participant by an Employer or a Related Company for the purchase of an annuity contract under Section 403(b) of the Code pursuant to a salary reduction agreement.

(g) An "eligible participant" means any Employee who is eligible to have Salary Deferral Contributions made on his behalf (if

Salary Deferral Contributions are taken into account in computing contribution percentages), or to participate in the allocation of matching contributions.

(h) An "excess deferral" with respect to a Participant means that portion of a Participant's Salary Deferral Contributions that when added to amounts deferred under other plans or arrangements described in Sections 401(k), 408(k), or 403(b) of the Code, would exceed the Code Section 402(g) limit and is includable in the Participant's gross income under Section 402(g) of the Code.

(i) A "limitation year" means the Plan Year.

(j) A "matching contribution" means any employer contribution allocated to an Eligible Employee's account under the Plan or any other plan of an Employer or a Related Company solely on account of elective contributions made on his behalf or employee contributions made by him.

(k) The "test compensation" of an Eligible Employee for a Plan Year means compensation as defined in Section 414(s) of the Code and regulations issued thereunder, limited, however, to $160,000 (subject to adjustment annually as provided in Section 401(a)(17)(B) and Section 415(d) of the Code). If the test compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months.

(l) The "testing year" means the Plan Year immediately preceding the Plan Year for which the limitations on actual deferral percentages and contribution percentages of Highly Compensated Employees are being determined. Notwithstanding the foregoing, for Plan Year(s) ending in 1997 and 1998, the limitations on actual deferral percentages and contribution percentages of Highly Compensated Employees were determined using the Plan Year for which the limitations were being determined as the testing year.

7.2 CODE SECTION 402(G) LIMIT

In no event shall the amount of the Salary Deferral Contributions made on behalf of an Eligible Employee for his taxable year, when aggregated with any elective contributions made on behalf of the Eligible Employee under any other plan of an Employer or a Related Company for his taxable year, exceed the Code Section 402(g) limit. In the event that the Administrator determines that the deferral percentage elected by an Eligible Employee will result in his exceeding the Code Section 402(g) limit, the Administrator may adjust the salary deferral authorization of such Eligible Employee by reducing the percentage of his Salary Deferral Contributions to such smaller percentage that will result in the Code Section 402(g) limit not being exceeded. If the Administrator determines that the Salary Deferral Contributions made on behalf of an Eligible Employee would exceed the Code Section 402(g) limit for his taxable year, the Salary Deferral Contributions for such Participant shall be automatically suspended for the remainder, if any, of such taxable year.

If an Employer notifies the Administrator that the Code Section 402(g) limit has nevertheless been exceeded by an Eligible Employee for his taxable year, the Salary Deferral Contributions that, when aggregated with elective contributions made on behalf of the Eligible Employee under any other plan of an Employer or a Related Company, would exceed the Code Section 402(g) limit, plus any income and minus any losses attributable thereto, shall be distributed to the Eligible Employee no later than the April 15 immediately following such taxable year. Any Salary Deferral Contributions that are distributed to an Eligible Employee in accordance with this Section shall NOT be taken into account in computing the Eligible Employee's actual deferral percentage for the Plan Year in which the Salary Deferral Contributions were made, unless the Eligible Employee is a Highly Compensated Employee.

7.3 DISTRIBUTION OF EXCESS DEFERRALS

Notwithstanding any other provision of the Plan to the contrary, if a Participant notifies the Administrator in writing no later than the March 1 following the close of the Participant's taxable year that excess deferrals have been made on his behalf under the Plan for such taxable year, the excess deferrals, plus any income and minus any losses attributable thereto, shall be distributed to the Participant no later than the April 15 immediately following such taxable year. Any Salary Deferral Contributions that are distributed to a Participant in accordance with this Section shall nevertheless be taken into account in computing the Participant's actual deferral percentage for the Plan Year in which the Salary Deferral Contributions were made.

7.4 LIMITATION ON SALARY DEFERRAL CONTRIBUTIONS OF HIGHLY COMPENSATED EMPLOYEES

Notwithstanding any other provision of the Plan to the contrary, the Salary Deferral Contributions made with respect to a Plan Year on behalf of Eligible Employees who are Highly Compensated Employees may not result in an average actual deferral percentage for such Eligible Employees that exceeds the greater of:

(a) a percentage that is equal to 125 percent of the average actual deferral percentage for all other Eligible Employees for the testing year; or

(b) a percentage that is not more than 200 percent of the average actual deferral percentage for all other Eligible Employees for the testing year and that is not more than two percentage points higher than the average actual deferral percentage for all other Eligible Employees for the testing year.

In order to assure that the limitation contained herein is not exceeded with respect to a Plan Year, the Administrator is authorized to suspend completely further Salary Deferral Contributions on behalf of Highly Compensated Employees for any remaining portion of a Plan Year or to adjust the projected actual deferral percentages of Highly Compensated Employees by reducing their percentage elections with respect to Salary Deferral Contributions for any remaining portion of a Plan Year to such smaller percentages that will result in the limitation set forth above not being exceeded. In the event of any such suspension or reduction, Highly Compensated Employees affected thereby shall be notified of the reduction or suspension as soon as possible and shall be given an opportunity to make a new Salary Deferral Contribution election to be effective the first day of the next following Plan Year.

In determining the actual deferral percentage for any Eligible Employee who is a Highly Compensated Employee for the Plan Year, elective contributions made to his accounts under any other plan of an Employer or a Related Company shall be treated as if all such contributions were made to the Plan; provided, however, that if such a plan has a plan year different from the Plan Year, any such contributions made to the Highly Compensated Employee's accounts under the plan for the plan year ending with or within the same calendar year as the Plan Year shall be treated as if such contributions were made to the Plan. Notwithstanding the foregoing, such contributions shall not be treated as if they were made to the Plan if regulations issued under Section 401(k) of the Code do not permit such plan to be aggregated with the Plan.

If one or more plans of an Employer or Related Company are aggregated with the Plan for purposes of satisfying the requirements of Section 401(a)(4) or 410(b) of the Code, then actual deferral percentages under the Plan shall be calculated as if the Plan and such one or more other plans were a single plan. Plans may be aggregated to satisfy Section 401(k) of the Code only if they have the same plan year.

The Administrator shall maintain records sufficient to show that the limitation contained in this Section was not exceeded with respect to any Plan Year.

Notwithstanding any other provision of the Plan to the contrary, in the event that the limitation contained in this Section is exceeded in any Plan Year, the Administrator shall determine the dollar amount of the excess by reducing the dollar amount of contributions made on behalf of Highly Compensated Employees in order of their actual deferral percentages beginning with the highest of such percentages. The determination of the amount of excess contributions hereunder shall be made after amounts contributed in excess of the limitation in effect under Section 402(g) of the Code have been distributed pursuant to this Article, if applicable.

After determining the dollar amount of the excess contributions that have been made to the Plan, the Administrator shall allocate such excess among Highly Compensated Employees in order of the dollar amount of the Salary Deferral Contributions allocated to their Accounts as follows:

(a) The contributions made on behalf of the Highly Compensated Employee with the largest dollar amount of Salary Deferral Contributions allocated to his Account for the Plan Year shall be reduced to the greater of (i) the dollar amount of the excess or (ii) the dollar amount of such contributions made on behalf of the Highly Compensated Employee with the next highest dollar amount of such contributions allocated to his Account for the Plan Year.

(b) If the excess has not been fully allocated after application of the provisions of paragraph (a), the Administrator shall continue reducing the contributions made on behalf of Highly Compensated Employees, continuing with the Highly Compensated Employees with the largest remaining dollar amount of such contributions allocated to their Accounts for the Plan Year, in the manner provided in paragraph (a) until the entire excess determined above has been allocated.

7.5 DISTRIBUTION OF EXCESS SALARY DEFERRAL CONTRIBUTIONS

Excess contributions allocated to a Highly Compensated Employee pursuant to the preceding Section, plus any income and minus any losses attributable thereto, shall be distributed to the Highly Compensated Employee prior to the end of the next succeeding Plan Year. If such excess amounts are distributed more than 2-1/2 months after the last day of the Plan Year for which the excess occurred, an excise tax may be imposed under Code Section 4979 on the Employer maintaining the Plan with respect to such amounts.

If an amount of Salary Deferral Contributions is distributed to a Participant in accordance with this Section, Matching Contributions that are attributable solely to the distributed Salary Deferral Contributions, plus any income and minus any losses attributable thereto, shall be forfeited by the Participant as of the last day of the month in which the distribution of Salary Deferral Contributions pursuant to this Section occurs. Any such forfeited amounts shall be treated as a forfeiture under the Plan in accordance with the provisions of Article XIV as of the date distribution of Salary Deferral Contributions pursuant to this Section occurs.

7.6 LIMITATION ON MATCHING CONTRIBUTIONS OF HIGHLY COMPENSATED EMPLOYEES

Notwithstanding any other provision of the Plan to the contrary, the Matching Contributions made with respect to a Plan Year on behalf of eligible participants who are Highly Compensated Employees may not result in an average contribution percentage for such eligible participants that exceeds the greater of:

(a) a percentage that is equal to 125 percent of the average contribution percentage for all other eligible participants for the testing year; or

(b) a percentage that is not more than 200 percent of the average contribution percentage for all other eligible participants for the testing year and that is not more than two percentage points higher than the average contribution percentage for all other eligible participants for the testing year.

In determining the contribution percentage for any eligible participant who is a Highly Compensated Employee for the Plan Year, matching contributions, employee contributions, and elective contributions (to the extent that elective contributions are taken into account in computing contribution percentages) made to his accounts under any other plan of an Employer or a Related Company shall be treated as if all such contributions were made to the Plan; provided, however, that if such a plan has a plan year different from

the Plan Year, any such contributions made to the Highly Compensated Employee's accounts under the plan for the plan year ending with or within the same calendar year as the Plan Year shall be treated as if such contributions were made to the Plan. Notwithstanding the foregoing, such contributions shall not be treated as if they were made to the Plan if regulations issued under Section 401(m) of the Code do not permit such plan to be aggregated with the Plan.

If one or more plans of an Employer or a Related Company are aggregated with the Plan for purposes of satisfying the requirements of Section 401(a)(4) or 410(b) of the Code, the contribution percentages under the Plan shall be calculated as if the Plan and such one or more other plans were a single plan. Plans may be aggregated to satisfy Section 401(m) of the Code only if they have the same plan year.

The Administrator shall maintain records sufficient to show that the limitation contained in this Section was not exceeded with respect to any Plan Year and the amount of the elective contributions taken into account in computing contribution percentages for any Plan Year.

Notwithstanding any other provision of the Plan to the contrary, in the event that the limitation contained in this Section is exceeded in any Plan Year, the Administrator shall determine the dollar amount of the excess by reducing the dollar amount of contributions made on behalf of Highly Compensated Employees in order of their contribution percentages, beginning with the highest of such percentages. The determination of the amount of excess contributions shall be made after Matching Contributions attributable to Salary Deferral Contributions in excess of the limitation contained in Section 402(g) of the Code and excess Salary Deferral Contributions have been forfeited pursuant to this Article, if applicable.

After determining the dollar amount of the excess contributions that have been made to the Plan, the Administrator shall allocate such excess among Highly Compensated Employees in order of the dollar amount of the Matching and Salary Deferral Contributions (to the extent Salary Deferral Contributions are taken into account in determining contribution percentages) allocated to their Accounts as follows:

(a) The contributions made on behalf of the Highly Compensated Employee with the largest dollar amount of Matching and Salary Deferral Contributions (to the extent such Salary Deferral Contributions are taken into account in determining contribution percentages) allocated to his Account for the Plan Year shall be reduced to the greater of (i) the dollar amount of the excess or (ii) the dollar amount of such contributions made on behalf of the Highly Compensated Employee with the next

highest dollar amount of such contributions allocated to his Account for the Plan Year.

(b) If the excess has not been fully allocated after application of the provisions of paragraph (a), the Administrator shall continue reducing the contributions made on behalf of Highly Compensated Employees, continuing with the Highly Compensated Employees with the largest remaining dollar amount of such contributions allocated to their Accounts for the Plan Year, in the manner provided in paragraph (a) until the entire excess determined above has been allocated.

7.7 DISTRIBUTION OF EXCESS CONTRIBUTIONS

Excess contributions allocated to a Highly Compensated Employee pursuant to the preceding Section, plus any income and minus any losses attributable thereto, shall be distributed to the Participant prior to the end of the next succeeding Plan Year as hereinafter provided. If excess amounts are distributed hereunder more than 2-1/2 months after the last day of the Plan Year for which the excess occurred, an excise tax may be imposed under Code Section 4979 on the Employer maintaining the Plan with respect to such amounts.

7.8 MULTIPLE USE LIMITATION

Notwithstanding any other provision of the Plan to the contrary, the following multiple use limitation as required under Section 401(m) of the Code shall apply: the sum of the average actual deferral percentage for Eligible Employees who are Highly Compensated Employees and the average contribution percentage for eligible participants who are Highly Compensated Employees may not exceed the aggregate limit. In the event that, after satisfaction of Section 7.5 and Section 7.7, it is determined that contributions under the Plan fail to satisfy the multiple use limitation contained herein, the multiple use limitation shall be satisfied by further reducing the actual deferral percentages of Eligible Employees who are Highly Compensated Employees (beginning with the highest such percentage) to the extent necessary to eliminate the excess, with such further reductions to be treated as excess Salary Deferral Contributions and disposed of as provided in Section 7.5, or in an alternative manner, consistently applied, that may be permitted by regulations issued under Section 401(m) of the Code.

7.9 DETERMINATION OF INCOME OR LOSS

The income or loss attributable to excess contributions that are distributed pursuant to this Article shall be determined for the preceding Plan Year under the method otherwise used for allocating income or loss to Participant's Accounts.

7.10 CODE SECTION 415 LIMITATIONS ON CREDITING OF CONTRIBUTIONS AND FORFEITURES

Notwithstanding any other provision of the Plan to the contrary, the annual addition with respect to a Participant for a limitation year shall in no event exceed the lesser of (i) $30,000 (adjusted as provided in Section 415(d) of the Code, with the first adjustment being made for limitation years beginning on or after January 1, 1996) or (ii) 25 percent of the Participant's compensation, as defined in Section 415(c)(3) of the Code and regulations issued thereunder, for the limitation year. If the annual addition to the Account of a Participant in any limitation year would otherwise exceed the amount that may be applied for his benefit under the limitation contained in this Section, the limitation shall be satisfied by reducing contributions made on behalf of the Participant to the extent necessary in the following order:

Salary Deferral Contributions made on the Participant's behalf for the limitation year that have not been matched, if any, shall be reduced.

Salary Deferral Contributions made on the Participant behalf for the limitation year that have been matched and the Employer Matching Contributions attributable thereto, if any, shall be reduced pro rata.

Employer Regular Contributions otherwise allocable to the Participant's Account for the limitation year shall be reduced.

The amount of any reduction of Salary Deferral Contributions (plus any income attributable thereto) shall be returned to the Participant. The amount of any reduction of Employer Regular Contributions or Employer Matching Contributions shall be deemed a forfeiture for the limitation year. Amounts deemed to be forfeitures under this Section shall be held unallocated in a suspense account established for the limitation year and shall be applied against the Employer's contribution obligation for the next following limitation year (and succeeding limitation years, as necessary). If a suspense account is in existence at any time during a limitation year, all amounts in the suspense account must be allocated to Participants' Accounts (subject to the limitations contained herein) before any further Salary Deferral Contributions, Employer Matching Contributions or Employer Regular Contributions may be made to the Plan on behalf of Participants. No suspense account established hereunder shall share in any increase or decrease in the net worth of the Trust. For purposes of this Article, excesses shall result only from the allocation of forfeitures, a reasonable error in estimating a Participant's annual compensation (as defined in Section 415(c)(3) of the Code and regulations issued thereunder), a reasonable error in

determining the amount of Salary Deferral Contributions that may be made with respect to any Participant under the limits of Section 415 of the Code, or other limited facts and circumstances that justify the availability of the provisions set forth above.

7.11 COVERAGE UNDER OTHER QUALIFIED DEFINED CONTRIBUTION PLAN

If a Participant is covered by any other qualified defined contribution plan (whether or not terminated) maintained by an Employer or a Related Company concurrently with the Plan, and if the annual addition for the limitation year would otherwise exceed the amount that may be applied for the Participant's benefit under the limitation contained in Section 7.10, such excess shall be reduced first by applying the procedures set forth in Section 7.10. If the limitation contained in Section 7.10 is still not satisfied, such excess shall be reduced by returning the employee contributions made by the Participant for the limitation year under all such other plans and the income attributable thereto to the extent necessary. If the limitation contained in Section 7.10 is still not satisfied after returning all of such employee contributions, then the portion of the employer contributions and of forfeitures for the limitation year under all such other plans that has been allocated to the Participant thereunder, but which exceeds the limitation set forth in Section 7.10 shall be reduced and disposed of as provided in such other plans; provided, however, that if the Participant is covered by a money purchase pension plan, the forfeiture shall be effected first under any other defined contribution plan that is not a money purchase pension plan and, if the limitation is still not satisfied, then under such money purchase pension plan.

7.12 COVERAGE UNDER QUALIFIED DEFINED BENEFIT PLAN

If a Participant in the Plan is also covered by a qualified defined benefit plan (whether or not terminated) maintained by an Employer or a Related Company, in no event shall the sum of the defined benefit plan fraction (as defined in Section 415(e)(2) of the Code) and the defined contribution plan fraction (as defined in Section 415(e)(3) of the Code) exceed 1.0 in any limitation year. If, before October 3, 1973, the Participant was an active participant in a qualified defined benefit plan maintained by an Employer or a Related Company and otherwise satisfies the requirements of Section 2004(d)(2) of ERISA, then for purposes of applying this Section, the defined benefit plan fraction shall not exceed 1.0. If the Plan satisfied the applicable requirements of Section 415 of the Code as in effect for all limitation years beginning before January 1, 1987, an amount shall be subtracted from the numerator of the defined contribution plan fraction (not exceeding such numerator) as prescribed by the Secretary of the Treasury so that the sum of the defined benefit plan fraction and the defined contribution plan fraction computed under Section

415(e)(1) of the Code, as revised by the Tax Reform Act of 1986, does not exceed 1.0 for such limitation year. In the event the special limitation contained in this Section is exceeded, the benefits otherwise payable to the Participant under any such qualified defined benefit plan shall be reduced to the extent necessary to meet such limitation.

7.13 SCOPE OF LIMITATIONS

The limitations contained in Sections 7.10, 7.11, and 7.12 shall be applicable only with respect to benefits provided pursuant to defined contribution plans and defined benefit plans described in Section 415(k) of the Code.

ARTICLE VIII
TRUST FUNDS AND ACCOUNTS

8.1 GENERAL FUND

The Trustee shall maintain a General Fund as required to hold and administer any assets of the Trust that are not allocated among the Investment Funds as provided in the Plan or the Trust Agreement. The General Fund shall be held and administered as a separate common trust fund. The interest of each Participant or Beneficiary under the Plan in the General Fund shall be an undivided interest.

8.2 INVESTMENT FUNDS

The Sponsor shall determine the number and type of Investment Funds and select the investments for such Investment Funds. The Sponsor shall communicate the same and any changes therein in writing to the Administrator and the Trustee. Each Investment Fund shall be held and administered as a separate common trust fund. The interest of each Participant or Beneficiary under the Plan in any Investment Fund shall be an undivided interest.

The Sponsor may determine to offer one or more Investment Funds that are invested in whole or in part in equity securities issued by an Employer or a Related Company that are publicly traded and are "qualifying employer securities" as defined in Section 407(d)(5) of ERISA.

8.3 LOAN INVESTMENT FUND

If a loan from the Plan to a Participant is approved in accordance with the provisions of Article XI, the Sponsor shall direct the establishment and maintenance of a loan Investment Fund in the Participant's name. The assets of the loan Investment Fund shall be held as a separate trust fund. A Participant's loan Investment Fund shall be invested in the note reflecting the loan that is executed by the Participant in accordance with the provisions of Article XI. Notwithstanding any other provision of the Plan to the contrary, income received with respect to a Participant's loan Investment Fund shall be allocated and the loan Investment Fund shall be administered as provided in Article XI.

8.4 INCOME ON TRUST

Any dividends, interest, distributions, or other income received by the Trustee with respect to any Trust Fund maintained hereunder shall be allocated by the Trustee to the Trust Fund for which the income was received.

8.5 ACCOUNTS

As of the first date a contribution is made on behalf of an Employee, there shall be established an Account in his name reflecting his interest in the Trust. Each Account shall be maintained and administered for each Participant and Beneficiary in accordance with the provisions of the Plan. The balance of each Account shall be the balance of the account after all credits and charges thereto, for and as of such date, have been made as provided herein.

8.6 SUB-ACCOUNTS

A Participant's Account shall be divided into individual Sub-Accounts reflecting the portion of the Participant's Account that is derived from Salary Deferral Contributions, Employee Contributions-Deductible, Employee Contributions-Non-Deductible, Rollover Contributions, Employer Matching Contributions or Employer Regular Contributions. Each Sub-Account shall reflect separately contributions allocated to each Trust Fund maintained hereunder and the earnings and losses attributable thereto. Such other Sub-Accounts may be established as are necessary or appropriate to reflect a Participant's interest in the Trust, including a Sub-Account reflecting the portion of the Participant's Account that is attributable to amounts transferred from the Rubbermaid Profit Sharing Plan or the GOTT Employee Stock Ownership Plan and salary deferral contributions transferred from the Rubbermaid Office Products Inc. 401(k) Savings and Investment Plan.

ARTICLE IX
DEPOSIT AND INVESTMENT OF CONTRIBUTIONS

9.1 FUTURE CONTRIBUTIONS INVESTMENT ELECTIONS

Each Eligible Employee shall make an investment election in the manner and form prescribed by the Administrator directing the manner in which his future Salary Deferral Contributions, Rollover Contributions, Employer Matching Contributions and Employer Regular Contributions shall be invested. An Eligible Employee's investment election shall specify the percentage, in the percentage increments prescribed by the Administrator, of such contributions that shall be allocated to one or more of the Investment Funds with the sum of such percentages equaling 100 percent. The investment election by a Participant shall remain in effect until his entire interest under the Plan is distributed or forfeited in accordance with the provisions of the Plan or until he files a change of investment election with the Administrator, in such form as the Administrator shall prescribe. A Participant's change of investment election may be made effective as of the date or dates prescribed by the Administrator.

9.2 DEPOSIT OF CONTRIBUTIONS

All Salary Deferral Contributions, Rollover Contributions, Employer Matching Contributions and Employer Regular Contributions shall be deposited in the Trust and allocated among the Investment Funds in accordance with the Participant's currently effective investment election. Until such Participant shall make an effective election under this Section, his contributions shall be allocated among the Investment Funds as directed by the Administrator.

9.3 ELECTION TO TRANSFER BETWEEN FUNDS

A Participant may elect to transfer investments from any Investment Fund to any other Investment Fund. The Participant's transfer election shall be in the form prescribed by the Administrator and shall specify a percentage, not to exceed 100 percent, of the amount eligible for transfer that is to be transferred. Subject to any restrictions pertaining to a particular Investment Fund, a Participant's transfer election may be made effective as of the date or dates prescribed by the Administrator.

9.4 404(C) PLAN

The Plan is intended to constitute a plan described in Section 404(c) of ERISA and regulations issued thereunder. The fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by a

Participant, his Beneficiary, or an alternate payee under a qualified domestic relations order.

ARTICLE X
CREDITING AND VALUING ACCOUNTS

10.1 CREDITING ACCOUNTS

All contributions made under the provisions of the Plan shall be credited to Accounts in the Trust Funds by the Trustee, in accordance with procedures established in writing by the Administrator, either when received or on the succeeding Valuation Date after valuation of the Trust Fund has been completed for such Valuation Date as provided in Section 10.2, as shall be determined by the Administrator.

10.2 VALUING ACCOUNTS

Accounts in the Trust Funds shall be valued by the Trustee on the Valuation Date, in accordance with procedures established in writing by the Administrator, either in the manner adopted by the Trustee and approved by the Administrator or in the manner set forth in Section 10.3 as Plan valuation procedures, as determined by the Administrator.

10.3 PLAN VALUATION PROCEDURES

With respect to the Trust Funds, the Administrator may determine that the following valuation procedures shall be applied. As of each Valuation Date hereunder, the portion of any Accounts in a Trust Fund shall be adjusted to reflect any increase or decrease in the value of the Trust Fund for the period of time occurring since the immediately preceding Valuation Date for the Trust Fund (the "valuation period") in the following manner:

(a) First, the value of the Trust Fund shall be determined by valuing all of the assets of the Trust Fund at fair market value.

(b) Next, the net increase or decrease in the value of the Trust Fund attributable to net income and all profits and losses, realized and unrealized, during the valuation period shall be determined on the basis of the valuation under paragraph (a) taking into account appropriate adjustments for contributions, loan payments, and transfers to and distributions, withdrawals, loans, and transfers from such Trust Fund during the valuation period.

(c) Finally, the net increase or decrease in the value of the Trust Fund shall be allocated among Accounts in the Trust Fund in the ratio of the balance of the portion of such Account in the Trust Fund as of the preceding Valuation Date less any distributions, withdrawals, loans, and transfers from such Account balance in the Trust Fund since the Valuation Date to the aggregate balances of the portions of all Accounts in the Trust Fund similarly adjusted, and each Account in the Trust Fund shall be credited or charged with the amount of its allocated share. Notwithstanding the foregoing, the Administrator may adopt such accounting procedures as it considers appropriate and equitable to establish a proportionate crediting of net increase or decrease in the value of the Trust Fund for contributions, loan payments, and transfers to and distributions, withdrawals, loans, and transfers from such Trust Fund made by or on behalf of a Participant during the valuation period.

10.4 FINALITY OF DETERMINATIONS

The Trustee shall have exclusive responsibility for determining the balance of each Account maintained hereunder. The Trustee's determinations thereof shall be conclusive upon all interested parties.

10.5 NOTIFICATION

Within a reasonable period of time after the end of each Plan Year, the Administrator shall notify each Participant and Beneficiary of the balances of his Account and Sub-Accounts as of a Valuation Date during the Plan Year.

ARTICLE XI
LOANS

11.1 APPLICATION FOR LOAN

A Participant who is a party in interest may make application to the Administrator for a loan from his Account, other than his Employee Contributions-Non-Deductible Sub-Account; provided, however, that no loans shall be made to an Employee who makes a Rollover Contribution in accordance with Section 5.2, but who is not an Eligible Employee as provided in Article III. Loans shall be made to Participants in accordance with written rules prescribed by the Administrator which are hereby incorporated into and made a part of the Plan.

As collateral for any loan granted hereunder, the Participant shall grant to the Plan a security interest in his vested interest under the Plan equal to the amount of the loan; provided, however, that in no event may the security interest exceed 50 percent of the Participant's vested interest under the Plan determined as of the date as of which the loan is originated in accordance with Plan provisions. No loan in excess of 50 percent of the Participant's vested interest under the Plan shall be made from the Plan. Loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other employees.

A loan shall not be granted unless the Participant consents to the charging of his Account for unpaid principal and interest amounts in the event the loan is declared to be in default.

If a portion of a Participant's Account is attributable to his prior account under the Rubbermaid Profit Sharing Plan that was merged into the Plan, the Participant's spouse must consent in writing to any loan hereunder. Any spousal consent given pursuant to this Section must acknowledge the effect of the loan and must be witnessed by a Plan representative or a notary public. Such spousal consent shall be binding with respect to the consenting spouse and any subsequent spouse with respect to the loan. A new spousal consent shall be required if the Participant's Account is used for security in any renegotiation, extension, renewal, or other revision of the loan.

11.2 REDUCTION OF ACCOUNT UPON DISTRIBUTION

Notwithstanding any other provision of the Plan, the amount of a Participant's Account that is distributable to the Participant or his Beneficiary under Article XIV shall be reduced by the portion of his vested interest that is held by the Plan as security for any loan outstanding to the Participant, provided that the reduction is used to repay the loan. If distribution is made because of the Participant's death prior to the commencement of distribution of his Account and less than 100 percent of the Participant's vested interest in his Account (determined without regard to the preceding sentence) is payable to a particular Beneficiary, then the balance of the Participant's vested interest in his Account shall be adjusted by reducing the vested account balance by the amount of the security used to repay the loan, as provided in the preceding sentence, prior to determining the amount of the benefit payable to such Beneficiary.

11.3 REQUIREMENTS TO PREVENT A TAXABLE DISTRIBUTION

Notwithstanding any other provision of the Plan to the contrary, the following terms and conditions shall apply to any loan made to a Participant under this Article:

(a) The interest rate on any loan to a Participant shall be a reasonable interest rate commensurate with current interest rates charged for loans made under similar circumstances by persons in the business of lending money.

(b) The amount of any loan to a Participant (when added to the outstanding balance of all other loans to the Participant from the Plan or any other plan maintained by an Employer or a Related Company) shall not exceed the lesser of:

(i) $50,000, reduced by the aggregate amount of any plan loan payments made by the Participant to the Plan or any other plan maintained by an Employer or a Related Company during the 12-consecutive-month period preceding the date a loan is made hereunder; or

(ii) 50 percent of the vested portions of the Participant's Account and his vested interest under all other plans maintained by an Employer or a Related Company.

(c) The term of any loan to a Participant shall be no greater than five years, except in the case of a loan used to acquire any dwelling unit which within a reasonable period of time is to be used (determined at the time the loan is made) as a principal residence of the Participant, in which case the maximum term shall be established by the Administrator in a uniform and nondiscriminatory manner.

(d) Except as otherwise permitted under Treasury regulations, substantially level amortization shall be required over the term of the loan with payments made not less frequently than quarterly.

11.4 ADMINISTRATION OF LOAN INVESTMENT FUND

Upon issuance of a loan to a Participant, the Administrator shall direct the Trustee to transfer an amount equal to the loan amount from the Investment Funds in which it is invested, as directed by the Administrator, to the loan Investment Fund established in the Participant's name. Any loan approved by the Administrator shall be made to the Participant out of the Participant's loan Investment Fund. All principal and interest paid by the Participant on a loan made under this Article shall be deposited to his Account and shall be allocated upon receipt among the Investment Funds in accordance with the Participant's currently effective investment election. The balance of the Participant's loan Investment Fund shall be decreased by the amount of principal payments and the loan Investment Fund shall be terminated when the loan has been repaid in full.

11.5 DEFAULT

If a Participant fails to make or cause to be made, any payment required under the terms of the loan within 90 days following the date on which such payment shall become due or there is an outstanding principal balance existing on a loan after the last scheduled repayment date, the Administrator shall direct the Trustee to declare the loan to be in default, and the entire unpaid balance of such loan, together with accrued interest, shall be immediately due and payable and shall be treated as a "deemed distribution" in accordance with regulations issued under Section 72(p) of the Code. In any such event, if such balance and interest thereon is not then paid, the Trustee shall charge the Account of the borrower with the amount of such balance and interest as of the earliest date a distribution may be made from the Plan to the borrower without adversely affecting the tax qualification of the Plan or of the cash or deferred arrangement.

11.6 LOANS GRANTED PRIOR TO AMENDMENT

Notwithstanding any other provision of this Article to the contrary, any loan made under the provisions of the Plan as in effect prior to this amendment and restatement shall remain outstanding until repaid in accordance with its terms or the otherwise applicable Plan provisions.

ARTICLE XII
WITHDRAWALS WHILE EMPLOYED

12.1 WITHDRAWALS OF EMPLOYEE CONTRIBUTIONS-NON-DEDUCTIBLE

A Participant who is employed by an Employer or a Related Company may, at any time, elect, subject to the limitations and conditions prescribed in this Article, to make a cash withdrawal from his Employee Contributions-Non-Deductible Sub-Account, exclusive of any earnings credited to such Sub-Account.

12.2 Withdrawals of Salary Deferrals Transferred from the Rubbermaid Office Products Inc. 401(k) Savings and Investment Plan

A Participant who is employed by an Employer or a Related Company and who has attained age 59-1/2 may elect, subject to the limitations and conditions prescribed in this Article, to make a cash withdrawal from that portion of his Salary Deferral Contributions Sub-Account attributable to salary deferral contributions transferred to the Plan from the Rubbermaid Office Products Inc. 401(k) Savings and Investment Plan.

12.3 LIMITATIONS ON WITHDRAWALS

Withdrawals made pursuant to this Article shall be subject to the following conditions and limitations:

A Participant must file a withdrawal application with the Administrator such number of days prior to the date as of which it is to be effective as the Administrator shall prescribe.

The minimum total withdrawal that a Participant may make shall be an amount equal to the lesser of $100.00 or 100 percent of the Participant's withdrawable interest in his Account.

Withdrawals may be made effective as of the date or dates prescribed by the Administrator.

12.4 ORDER OF WITHDRAWAL FROM A PARTICIPANT'S SUB-ACCOUNTS

Distribution of a withdrawal amount shall be made from a Participant's Sub-Accounts, to the extent necessary, in the order prescribed by the Administrator, which order shall be uniform with respect to all Participants and non-discriminatory. If the Sub-Account from which a Participant is receiving a withdrawal is invested in more than one Investment Fund, the withdrawal shall be charged against the Investment Funds as directed by the Administrator.

ARTICLE XIII
TREATMENT OF NON-VESTED AMOUNTS FOLLOWING TERMINATION DATE

13.1 NOTICE OF TERMINATION DATE

Notice of a Participant's Termination Date shall be given by the Administrator to the Trustee.

13.2 SEPARATE ACCOUNTING FOR NON-VESTED AMOUNTS

If as of a Participant's Termination Date the Participant's vested interest in his Employer Regular Contributions Sub-Account is less than 100 percent, that portion of his Employer Regular Contributions Sub-Account that is not vested shall be accounted for separately from the vested portion and shall be disposed of as provided in the following Section.

13.3 DISPOSITION OF NON-VESTED AMOUNTS

That portion of a Participant's Employer Regular Contributions Sub-Account that is not vested upon the occurrence of his Termination Date shall be forfeited and his Account closed as of the earlier of (i) the last day of the Plan Year in which the Participant's Termination Date occurs, or (ii) the date on which the Participant receives any distribution from his vested interest in his Account.

Whenever the non-vested portion of a Participant's Employer Regular Contributions Sub-Account is forfeited under the provisions of the Plan with respect to a Plan Year, the amount of such forfeiture, as of the last day of the Plan Year, shall be applied against the Employer Regular Contribution obligations for the Plan Year of the Employer for which the Participant last performed services as an Employee. Notwithstanding the foregoing, however, should the amount of all such forfeitures for any Plan Year with respect to any Employer exceed the amount of such Employer's Employer Regular Contribution obligation for the Plan Year, the excess amount of such forfeitures shall be held unallocated in a suspense account established with respect to the Employer and shall for all Plan purposes be applied against the Employer's Employer Regular Contribution obligations for the following Plan Year.

13.4 RECREDITING OF FORFEITED AMOUNTS

A former Participant who forfeited the non-vested portion of his Employer Regular Contributions Sub-Account in accordance with the provisions of this Article and who is re-employed by an Employer or a Related Company shall have such forfeited amounts recredited to a new Account in his name, with adjustment for gains or losses experienced by the Investment Funds in which the Participant's Account was invested prior to the forfeiture during the period beginning on the date such amounts were forfeited and ending on the earlier of (i) the date such amounts are recredited or (ii) the date the Participant received, or is deemed to have received, a distribution from his vested interest in his Participant's Account, if:

(a) he returns to employment with an Employer or a Related Company before he incurs five consecutive Breaks in Service commencing after the later of his Termination Date or the date he received distribution of his vested interest in his Account;

(b) he resumes employment covered under the Plan before the earlier of (i) the end of the five-year period beginning on the date he is re-employed or (ii) the date he incurs five consecutive Breaks in Service commencing after the later of his Termination Date or the date he received distribution of his vested interest in his Account; and

(c) if he received distribution of his vested interest in his Account, he repays to the Plan the full amount of such distribution before the earlier of (i) the end of the five-year period beginning on the date he is re-employed or (ii) the date he incurs five consecutive Breaks in Service commencing after the date he received distribution of his vested interest in his Account.

Funds needed in any Plan Year to recredit the Account of a Participant with the amounts of prior forfeitures in accordance with the preceding sentence shall come first from forfeitures that arise during such Plan Year, and then from Trust income earned in such Plan Year, with each Trust Fund being charged with the amount of such income proportionately, unless his Employer chooses to make an additional Employer contribution, and shall finally be provided by his Employer by way of a separate Employer contribution.

ARTICLE XIV
DISTRIBUTIONS

14.1 DISTRIBUTIONS TO PARTICIPANTS

A Participant whose Termination Date occurs shall receive distribution of his vested interest in his Account in the form provided under Article XV or Addendum A, as applicable, beginning as soon as reasonably practicable following his Termination Date or the date his application for distribution is filed with the Administrator, if later. In addition, a Participant who continues in employment with an Employer or a Related Company after his Normal Retirement Date may elect to receive distribution of all or any portion of his Account in the form provided under Article XV or Addendum A, as applicable, at any time following his Normal Retirement Date.

14.2 DISTRIBUTIONS TO BENEFICIARIES

If a Participant dies prior to the date distribution of his vested interest in his Account begins under this Article, his Beneficiary shall receive distribution of the Participant's vested interest in his Account in the form provided under Article XV or Addendum A, as applicable, beginning as soon as reasonably practicable following the date the Beneficiary's application for distribution is filed with the Administrator. Unless distribution is to be made over the life or over a period certain not greater than the life expectancy of the Beneficiary, distribution of the Participant's entire vested interest shall be made to the Beneficiary no later than the end of the fifth calendar year beginning after the Participant's death. If distribution is to be made over the life or over a period certain no

greater than the life expectancy of the Beneficiary, distribution shall commence no later than:

(a) If the Beneficiary is not the Participant's spouse, the end of the first calendar year beginning after the Participant's death; or

(b) If the Beneficiary is the Participant's spouse, the later of (i) the end of the first calendar year beginning after the Participant's death or (ii) the end of the calendar year in which the Participant would have attained age 70-1/2.

If distribution is to be made to a Participant's spouse, it shall be made available within a reasonable period of time after the Participant's death that is no less favorable than the period of time applicable to other distributions. If a Participant dies after the date distribution of his vested interest in his Account begins under this Article, but before his entire vested interest in his Account is distributed, his Beneficiary shall receive distribution of the remainder of the Participant's vested interest in his Account beginning as soon as reasonably practicable following the Participant's date of death in a form that provides for distribution at least as rapidly as under the form in which the Participant was receiving distribution. Notwithstanding the provisions of this Section, distribution may also be made to a Participant's Beneficiary in accordance with a valid election made by the Participant pursuant to Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982.

14.3 CASH OUTS AND PARTICIPANT CONSENT

Notwithstanding any other provision of the Plan to the contrary, if a Participant's vested interest in his Account does not exceed $5,000, distribution of such vested interest shall be made to the Participant in a single sum payment as soon as reasonably practicable following his Termination Date. If a Participant's vested interest in his Account is $0, he shall be deemed to have received distribution of such vested interest as of his Termination Date.

If a Participant's vested interest in his Account exceeds $5,000, distribution shall not commence to such Participant prior to his Normal Retirement Date without the Participant's written consent and, with respect to distribution of the portion of a Participant's Account that is subject to the qualified joint and survivor annuity rules described in Addendum A, the written consent of his spouse if distribution is to be made in a form other than a qualified joint and survivor annuity. If at the time of a distribution or deemed distribution to a Participant from his Account, the Participant's vested interest in his Account exceeded $5,000, then for purposes of

this Section, the Participant's vested interest in his Account on any subsequent date shall be deemed to exceed $5,000.

14.4 REQUIRED COMMENCEMENT OF DISTRIBUTION

Notwithstanding any other provision of the Plan to the contrary, distribution of a Participant's vested interest in his Account shall commence to the Participant no later than the earlier of:

(a) unless the Participant elects a later date, 60 days after the close of the Plan Year in which (i) the Participant's Normal Retirement Date occurs, (ii) the 10th anniversary of the year in which he commenced participation in the Plan occurs, or (iii) his Termination Date occurs, whichever is latest; or

(b) his required beginning date.

Distributions required to commence under this Section shall be made in the form provided under Article XV or Addendum A, as applicable, and in accordance with Section 401(a)(9) of the Code and regulations issued thereunder, including the minimum distribution incidental benefit requirements. For purposes of this Section, a Participant's "required beginning date" means the April 1 of the calendar year following the calendar year in which occurs the later of the Participant's (i) attainment of age 70-1/2 or (ii) the Participant's Settlement Date; provided, however, that clause (ii) shall not apply to a Participant who is a five percent owner, as defined in Section 416(i) of the Code with respect to the Plan Year ending with or within the calendar year in which the Participants attains age 70-1/2. The required beginning date of a Participant who is a five percent owner hereunder shall not be redetermined if the Participant ceases to be a five percent owner with respect to any subsequent Plan Year.

Notwithstanding the provisions of this Section, distribution may also be made to a Participant in accordance with a valid election made by the Participant pursuant to Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982.

14.5 RE-EMPLOYMENT OF A PARTICIPANT

If a Participant whose Termination Date has occurred is re-employed by an Employer or a Related Company, he shall lose his right to any distribution or further distributions from the Trust arising from his prior Termination Date and his interest in the Trust shall thereafter be treated in the same manner as that of any other Participant whose Termination Date has not occurred.

14.6 RESTRICTIONS ON ALIENATION

Except as provided in Section 401(a)(13)(B) of the Code (relating to qualified domestic relations orders), Sections 401(a)(13)(C) and (D) of the Code (relating to offsets ordered or required under a criminal conviction involving the Plan, a civil judgment in connection with a violation or alleged violation of fiduciary responsibilities under ERISA, or a settlement agreement between the Participant and the Department of Labor in connection with a violation or alleged violation of fiduciary responsibilities under ERISA), Section 1.401(a)-13(b)(2) of the Treasury Regulations (relating to Federal tax levies), or as otherwise required by law, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have the power in any manner to anticipate, transfer, assign (either at law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his benefits under the Plan, or any part thereof, and any attempt to do so shall be void.

14.7 FACILITY OF PAYMENT

If the Administrator finds that any individual to whom an amount is payable hereunder is incapable of attending to his financial affairs because of any mental or physical condition, including the infirmities of advanced age, such amount (unless prior claim therefor shall have been made by a duly qualified guardian or other legal representative) may, in the discretion of the Administrator, be paid to another person for the use or benefit of the individual found incapable of attending to his financial affairs or in satisfaction of legal obligations incurred by or on behalf of such individual. The Trustee shall make such payment only upon receipt of written instructions to such effect from the Administrator. Any such payment shall be charged to the Account from which any such payment would otherwise have been paid to the individual found incapable of attending to his financial affairs and shall be a complete discharge of any liability therefor under the Plan.

14.8 INABILITY TO LOCATE PAYEE

If any benefit becomes payable to any person, or to the executor or administrator of any deceased person, and if that person or his executor or administrator does not present himself to the Administrator within a reasonable period after the Administrator mails written notice of his eligibility to receive a distribution hereunder to his last known address and makes such other diligent effort to locate the person as the Administrator determines, that benefit may be

forfeited. However, if the payee later files a claim for that benefit, the benefit will be restored.

14.9 DISTRIBUTION PURSUANT TO QUALIFIED DOMESTIC RELATIONS ORDERS

Notwithstanding any other provision of the Plan to the contrary, if a qualified domestic relations order so provides, distribution may be made to an alternate payee pursuant to a qualified domestic relations order, as defined in Section 414(p) of the Code, regardless of whether the Participant's Termination Date has occurred or whether the Participant is otherwise entitled to receive a distribution under the Plan.

ARTICLE XV
FORM OF PAYMENT

15.1 APPLICABILITY

The provisions of this Article apply to a Participant's Account, except that portion, if any, of the Participant's Account that is attributable to the Participant's account in the Rubbermaid Profit Sharing Plan that was merged into the Plan effective December 31, 1995. The provisions of Addendum A apply to that portion of a Participant's Account that is attributable to the Participant's account in the Rubbermaid Profit Sharing Plan.

15.2 NORMAL FORM OF PAYMENT

Unless the Participant, or his Beneficiary, if the Participant has died, elects the optional form of payment, distribution shall be made to the Participant, or his Beneficiary, as the case may be, in a single sum payment.

Distribution of that portion, if any, of a Participant's Account that is attributable to amounts transferred to the Plan from the GOTT Corporation Employee Stock Ownership Plan under either the normal or optional forms of payment shall be made in cash or in the form of Employer stock, as elected by the Participant.

15.3 OPTIONAL FORM OF PAYMENT

A Participant may elect to receive distribution of all or a portion of his Account in a series of installments over a period not exceeding the life expectancy of the Participant. If a Participant has died, his Beneficiary may elect to receive distribution of all or a portion of his Account in a series of installments over a period not exceeding (i) the end of the fifth calendar year beginning after the

Participant's death, if the Beneficiary is not the Participant's spouse or (ii) the life expectancy of the Beneficiary, if the Beneficiary is the Participant's spouse. Each installment shall be equal in amount except as necessary to adjust for any changes in the value of the Participant's Account. The determination of life expectancies shall be made on the basis of the expected return multiples in Table V and VI of Section 1.72-9 of the Treasury regulations and shall be calculated once at the time installment payments begin.

Notwithstanding the foregoing, a Participant may elect to receive distribution of his Account for periods prior to the April 1 following the close of the calendar year in which he attains age 70-1/2 in a series of installments or non-periodic payments made pursuant to any formula elected by the Participant, without regard to the life expectancies of the Participant and his Beneficiary.

15.4 CHANGE OF OPTION ELECTION

A Participant or Beneficiary who has elected the optional form of payment may revoke or change his election at any time by filing with the Administrator an election in the form prescribed by the Administrator.

15.5 Direct Rollover

Notwithstanding any other provision of the Plan to the contrary, in lieu of receiving distribution in the form of payment provided under this Article, a "qualified distributee" may elect, in accordance with rules prescribed by the Administrator, to have any portion or all of a distribution that is an "eligible rollover distribution" paid directly by the Plan to the "eligible retirement plan" designated by the "qualified distributee"; provided, however, that this provision shall not apply if the total distribution is less than $200 and that a "qualified distributee" may not elect this provision with respect to a portion of a distribution that is less than $500. Any such payment by the Plan to another "eligible retirement plan" shall be a direct rollover. For purposes of this Section, the following terms have the following meanings:

(a) An "eligible retirement plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code that accepts rollovers; provided, however, that, in the case of a direct rollover by a surviving spouse, an eligible retirement plan does not include a qualified trust described in Section 401(a) of the Code.

(b) An "eligible rollover distribution" means any distribution of all or any portion of the balance of a Participant's Account; provided, however, that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life or life expectancy of the qualified distributee or the joint lives or joint life expectancies of the qualified distributee and the qualified distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that consists of the Participant's Employee Contributions.

(c) A "qualified distributee" means a Participant, his surviving spouse, or his spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

15.6 NOTICE REGARDING FORMS OF PAYMENT

Within the 60 day period ending 30 days before the date as of which distribution of a Participant's Account commences, the Administrator shall provide the Participant with a written explanation of his right to defer distribution until his Normal Retirement Date, or such later date as may be provided in the Plan, his right to make a direct rollover, and the forms of payment available under the Plan. Distribution of the Participant's Account may commence less than 30 days after such notice is provided to the Participant if (i) the Administrator clearly informs the Participant of his right to consider, for a period of at least 30 days following his receipt of the notice, his election of whether or not to make a direct rollover or to receive a distribution prior to his Normal Retirement Date and his election of a form of payment and (ii) the Participant, after receiving the notice, affirmatively elects an early distribution.

15.7 RE-EMPLOYMENT

If a Participant is re-employed by an Employer or a Related Company prior to receiving distribution of the entire balance of his vested interest in his Account, his prior election of a form of payment hereunder shall become ineffective.

15.8 SECTION 242(b)(2) ELECTIONS

Notwithstanding any other provisions of this Article, distribution on behalf of a Participant, including a five-percent owner, may be made pursuant to an election under Section 242(b)(2) of the Tax Equity and

Fiscal Responsibility Act of 1982 and in accordance with all of the following requirements:

(a) The distribution is one which would not have disqualified the Trust under Section 401(a)(9) of the Code as in effect prior to amendment by the Deficit Reduction Act of 1984.

(b) The distribution is in accordance with a method of distribution elected by the Participant whose interest in the Trust is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(c) Such election was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(d) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(e) The method of distribution elected by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distribution will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

A distribution upon death shall not be made under this Section unless the information in the election contains the required information described above with respect to the distributions to be made upon the death of the Participant. For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant or the Beneficiary to whom such distribution is being made will be presumed to have designated the method of distribution under which the distribution is being made, if this method of distribution was specified in writing and the distribution satisfies the requirements in paragraphs (a) and (e) of this Section. If an election is revoked, any subsequent distribution will be in accordance with the other provisions of the Plan. Any changes in the election will be considered to be a revocation of the election. However, the mere substitution or addition of another Beneficiary (one not designated as a Beneficiary in the election), under the election will not be considered to be a revocation of the election, so long as such substitution or addition does not alter the period over which distributions are to be made under the election directly, or indirectly (for example, by altering the relevant measuring life).

ARTICLE XVI
BENEFICIARIES

16.1 APPLICABILITY

The provisions of this Article apply to a Participant's Account, except that portion, if any, of the Participant's Account that is attributable to the Participant's account in the Rubbermaid Profit Sharing Plan that was merged into the Plan effective December 31, 1995. The provisions of Addendum A apply to that portion of a Participant's Account that is attributable to the Participant's account in the Rubbermaid Profit Sharing Plan.

16.2 DESIGNATION OF BENEFICIARY

A married Participant's Beneficiary shall be his spouse, unless the Participant designates a person or persons other than his spouse as Beneficiary with his spouse's written consent; provided, however, that such written spousal consent shall not be required if the Participant is not married to such spouse on the date as of which distribution of the Participant's Account commences. A Participant may designate a Beneficiary on the form prescribed by the Administrator. If no Beneficiary has been designated pursuant to the provisions of this Section, or if no Beneficiary survives the Participant and he has no surviving spouse, then the Beneficiary under the Plan shall be the Participant's surviving children or, if none, the Participant's surviving parents or, if none, the Participant's surviving brothers and sisters or, if none, the Participant's executors and administrators. If a Beneficiary dies after becoming entitled to receive a distribution under the Plan but before distribution is made to him in full, and if no other Beneficiary has been designated to receive the balance of the distribution in that event, the estate of the deceased Beneficiary shall be the Beneficiary as to the balance of the distribution.

16.3 SPOUSAL CONSENT REQUIREMENTS

Any written spousal consent given pursuant to this Article must acknowledge the effect of the action taken and must be witnessed by a Plan representative or a notary public. In addition, the spouse's written consent must either (i) specify any non-spouse Beneficiary designated by the Participant and that such Beneficiary may not be changed without written spousal consent or (ii) acknowledge that the spouse has the right to limit consent to a specific Beneficiary, but permit the Participant to change the designated Beneficiary without the spouse's further consent. A Participant's spouse will be deemed to have given written consent to the Participant's designation of

Beneficiary if the Participant establishes to the satisfaction of a Plan representative that such consent cannot be obtained because the spouse cannot be located or because of other circumstances set forth in Section 401(a)(11) of the Code and regulations issued thereunder. Any written consent given or deemed to have been given by a Participant's spouse hereunder shall be valid only with respect to the spouse who signs the consent.

ARTICLE XVII
ADMINISTRATION

17.1 AUTHORITY OF THE SPONSOR

The Sponsor, which shall be the administrator for purposes of ERISA and the plan administrator for purposes of the Code, shall be responsible for the administration of the Plan and, in addition to the powers and authorities expressly conferred upon it in the Plan, shall have all such powers and authorities as may be necessary to carry out the provisions of the Plan, including the power and authority to interpret and construe the provisions of the Plan, to make benefit determinations, and to resolve any disputes which arise under the Plan. The Sponsor may employ such attorneys, agents, and accountants as it may deem necessary or advisable to assist in carrying out its duties hereunder. The Sponsor shall be a "named fiduciary" as that term is defined in Section 402(a)(2) of ERISA. The Sponsor may:

(a) allocate any of the powers, authority, or responsibilities for the operation and administration of the Plan (other than trustee responsibilities as defined in Section 405(c)(3) of ERISA) among named fiduciaries; and

(b) designate a person or persons other than a named fiduciary to carry out any of such powers, authority, or responsibilities;

except that no allocation by the Sponsor of, or designation by the Sponsor with respect to, any of such powers, authority, or responsibilities to another named fiduciary or a person other than a named fiduciary shall become effective unless such allocation or designation shall first be accepted by such named fiduciary or other person in a writing signed by it and delivered to the Sponsor.

17.2 ACTION OF THE SPONSOR

Any act authorized, permitted, or required to be taken under the Plan by the Sponsor and which has not been delegated in accordance with Section 17.1, may be taken by a majority of the members of the board of directors of the Sponsor, either by vote at a meeting, or in

writing without a meeting, or by the employee or employees of the Sponsor designated by the board of directors to carry out such acts on behalf of the Sponsor. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Sponsor as under the Plan shall be in writing and signed by either (i) a majority of the members of the board of directors of the Sponsor or by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf, or (ii) the employee or employees authorized to act for the Sponsor in accordance with the provisions of this Section.

17.3 CLAIMS REVIEW PROCEDURE

Whenever a claim for benefits under the Plan filed by any person (herein referred to as the "Claimant") is denied, whether in whole or in part, the Sponsor shall transmit a written notice of such decision to the Claimant within 90 days of the date the claim was filed or, if special circumstances require an extension, within 180 days of such date, which notice shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of (i) the specific reasons for the denial of the claim, (ii) specific reference to pertinent Plan provisions on which the denial is based, and (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary.

The notice shall also include a statement advising the Claimant that, within 60 days of the date on which he receives such notice, he may obtain review of such decision in accordance with the procedures hereinafter set forth. Within such 60-day period, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Sponsor a written request therefor, which request shall contain the following information:

(a) the date on which the Claimant's request was filed with the Sponsor; provided, however, that the date on which the Claimant's request for review was in fact filed with the Sponsor shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this paragraph;

(b) the specific portions of the denial of his claim which the Claimant requests the Sponsor to review;

(c) a statement by the Claimant setting forth the basis upon which he believes the Sponsor should reverse the previous denial of his claim for benefits and accept his claim as made; and

(d) any written material (offered as exhibits) which the Claimant desires the Sponsor to examine in its consideration of his position as stated pursuant to paragraph (c) of this Section.

Within 60 days of the date determined pursuant to paragraph (a) of this Section or, if special circumstances require an extension, within 120 days of such date, the Sponsor shall conduct a full and fair review of the decision denying the Claimant's claim for benefits and shall render its written decision on review to the Claimant. The Sponsor's decision on review shall be written in a manner calculated to be understood by the Claimant and shall specify the reasons and Plan provisions upon which the Sponsor's decision was based.

17.4 QUALIFIED DOMESTIC RELATIONS ORDERS

The Sponsor shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of Section 414(p) of the Code and regulations issued thereunder.

17.5 INDEMNIFICATION

In addition to whatever rights of indemnification the members of the board of directors of the Sponsor or any employee or employees of the Sponsor to whom any power, authority, or responsibility is delegated pursuant to Section 17.2, may be entitled under the articles of incorporation or regulations of the Sponsor, under any provision of law, or under any other agreement, the Sponsor shall satisfy any liability actually and reasonably incurred by any such person or persons, including expenses, attorneys' fees, judgments, fines, and amounts paid in settlement (other than amounts paid in settlement not approved by the Sponsor), in connection with any threatened, pending or completed action, suit, or proceeding which is related to the exercising or failure to exercise by such person or persons of any of the powers, authority, responsibilities, or discretion as provided under the Plan, or reasonably believed by such person or persons to be provided hereunder, and any action taken by such person or persons in connection therewith, unless the same is judicially determined to be the result of such person or persons' gross negligence or willful misconduct.

17.6 ACTIONS BINDING

Subject to the provisions of Section 17.3, any action taken by the Sponsor which is authorized, permitted, or required under the Plan shall be final and binding upon the Employers, the Trustee, all

persons who have or who claim an interest under the Plan, and all third parties dealing with the Employers or the Trustee.

ARTICLE XVIII
AMENDMENT AND TERMINATION

18.1 AMENDMENT

Subject to the provisions of Section 18.2, the Sponsor may at any time and from time to time, by action of its board of directors, or such Benefit Plans Committee as is authorized by the Sponsor's board of directors, amend the Plan, either prospectively or retroactively. Any such amendment shall be by written instrument executed by the Sponsor.

18.2 LIMITATION ON AMENDMENT

The Sponsor shall make no amendment to the Plan which shall decrease the accrued benefit of any Participant or Beneficiary, except that nothing contained herein shall restrict the right to amend the provisions of the Plan relating to the administration of the Plan and Trust. Moreover, no such amendment shall be made hereunder which shall permit any part of the Trust to revert to an Employer or any Related Company or be used or be diverted to purposes other than the exclusive benefit of Participants and Beneficiaries.

18.3 TERMINATION

The Sponsor reserves the right, by action of its board of directors, to terminate the Plan as to all Employers at any time (the effective date of such termination being hereinafter referred to as the "termination date"). Upon any such termination of the Plan, the following actions shall be taken for the benefit of Participants and Beneficiaries:

(a) As of the termination date, each Investment Fund shall be valued and all Accounts and Sub-Accounts shall be adjusted in the manner provided in Article X, with any unallocated contributions or forfeitures being allocated as of the termination date in the manner otherwise provided in the Plan. The termination date shall become a Valuation Date for purposes of Article X. In determining the net worth of the Trust, there shall be included as a liability such amounts as shall be necessary to pay all expenses in connection with the termination of the Trust and the liquidation and distribution of the property of the Trust, as well as other expenses, whether or not accrued, and shall include as an asset all accrued income.

(b) All Accounts shall then be disposed of to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Article XIV as if the termination date were his Termination Date; provided, however, that notwithstanding the provisions of Article XIV, if the Plan does not offer an annuity option and if neither his Employer nor a Related Company establishes or maintains another defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) of the Code), the Participant's written consent to the commencement of distribution shall not be required regardless of the value of the vested portions of his Account.

(c) Notwithstanding the provisions of paragraph (b) of this Section, no distribution shall be made to a Participant of any portion of the balance of his Salary Deferral Contributions Sub-Account prior to his separation from service (other than a distribution required in accordance with Section 401(a)(9) of the Code) unless (i) neither his Employer nor a Related Company establishes or maintains another defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) of the Code, a tax credit employee stock ownership plan as defined in Section 409 of the Code, or a simplified employee pension as defined in Section 408(k) of the Code) either at the time the Plan is terminated or at any time during the period ending 12 months after distribution of all assets from the Plan; provided, however, that this provision shall not apply if fewer than two percent of the Eligible Employees under the Plan were eligible to participate at any time in such other defined contribution plan during the 24-month period beginning 12 months before the Plan termination, and (ii) the distribution the Participant receives is a "lump sum distribution" as defined in Section 402(e)(4) of the Code, without regard to clauses (i), (ii), (iii), and (iv) of sub-paragraph (A), sub-paragraph (B), or sub-paragraph (H) thereof.

Notwithstanding anything to the contrary contained in the Plan, upon any such Plan termination, the vested interest of each Participant and Beneficiary in his Employer Regular Contributions Sub-Account shall be 100 percent; and, if there is a partial termination of the Plan, the vested interest of each Participant and Beneficiary who is affected by the partial termination in his Employer Regular Contributions Sub-Account shall be 100 percent. For purposes of the preceding sentence only, the Plan shall be deemed to terminate automatically if there shall be a complete discontinuance of contributions hereunder by all Employers.

18.4 REORGANIZATION

The merger, consolidation, or liquidation of any Employer with or into any other Employer or a Related Company shall not constitute a termination of the Plan as to such Employer. If an Employer disposes of substantially all of the assets used by the Employer in a trade or business or disposes of a subsidiary and in connection therewith one or more Participants terminates employment but continues in employment with the purchaser of the assets or with such subsidiary, no distribution from the Plan shall be made to any such Participant prior to his separation from service (other than a distribution required in accordance with Section 401(a)(9) of the Code), except that a distribution shall be permitted to be made in such a case, subject to the Participant's consent (to the extent required by law), if (i) the distribution would constitute a "lump sum distribution" as defined in section 402(e)(4) of the Code, without regard to clauses (i), (ii), (iii), or (iv) of sub-paragraph (A), sub-paragraph (B), or sub-paragraph (H) thereof, (ii) the Employer continues to maintain the Plan after the disposition, (iii) the purchaser does not maintain the Plan after the disposition, and (iv) the distribution is made by the end of the second calendar year after the calendar year in which the disposition occurred.

18.5 WITHDRAWAL OF AN EMPLOYER

An Employer other than the Sponsor may withdraw from the Plan at any time upon notice in writing to the Administrator (the effective date of such withdrawal being hereinafter referred to as the "withdrawal date"), and shall thereupon cease to be an Employer for all purposes of the Plan. An Employer shall be deemed automatically to withdraw from the Plan in the event of its complete discontinuance of contributions, or, subject to Section 18.4 and unless the Sponsor otherwise directs, it ceases to be a Related Company of the Sponsor or any other Employer. Upon the withdrawal of an Employer, the withdrawing Employer shall determine whether a partial termination has occurred with respect to its Employees. In the event that the withdrawing Employer determines a partial termination has occurred, the action specified in Section 18.3 shall be taken as of the withdrawal date, as on a termination of the Plan, but with respect only to Participants who are employed solely by the withdrawing Employer, and who, upon such withdrawal, are neither transferred to nor continued in employment with any other Employer or a Related Company. The interest of any Participant employed by the withdrawing Employer who is transferred to or continues in employment with any other Employer or a Related Company, and the interest of any Participant employed solely by an Employer or a Related Company other than the withdrawing Employer, shall remain unaffected by such withdrawal; no adjustment to his Accounts shall be made by reason of

the withdrawal; and he shall continue as a Participant hereunder subject to the remaining provisions of the Plan.

ARTICLE XIX
ADOPTION BY OTHER ENTITIES

19.1 ADOPTION BY RELATED COMPANIES

A Related Company that is not an Employer may, with the consent of the Sponsor, adopt the Plan with respect to the entire Related Company or any plant, division, or other business operation of the Related Company and become an Employer hereunder by causing an appropriate written instrument evidencing such adoption to be executed in accordance with the requirements of its organizational authority. Any such instrument shall specify the effective date of the adoption and the plant, division, or other business operation for which coverage is adopted, if appropriate and, with the consent of the Sponsor, any overriding provisions as described in Section 19.3.

19.2 EXTENSION OF COVERAGE

An Employer may, with the consent of the Sponsor, extend Plan coverage to any plant, division, or other business operation that is not already covered under the Plan by causing an appropriate written instrument evidencing such extension to be executed in accordance with the requirements of its organizational authority. Any such instrument shall specify the effective date of the extension and the plant, division, or other business operation to which coverage is extended, and, with the consent of the Sponsor, any overriding provisions as described in Section 19.3.

19.3 EFFECTIVE PLAN PROVISIONS

An Employer who adopts the Plan shall be bound by the provisions of the Plan in effect at the time of the adoption and as subsequently in effect because of any amendment to the Plan; provided, however, that the Sponsor may add a schedule to the Plan setting forth special overriding provisions applicable to the adoption of the Plan by such Employer, or to the extension of coverage under the Plan to a plant, division, or other business operation of such Employer, for separate eligibility, contribution, life insurance, loan, in-service withdrawal, distribution, and form of payment requirements with respect to Employees of such Employer or to Employees at the plant, division, or other business operation of such Employer to which coverage under the Plan has been extended. Any such schedule shall for all purposes constitute a part of the Plan.

ARTICLE XX
MISCELLANEOUS PROVISIONS

20.1 NO COMMITMENT AS TO EMPLOYMENT

Nothing contained herein shall be construed as a commitment or agreement upon the part of any person to continue his employment with an Employer or Related Company, or as a commitment on the part of any Employer or Related Company to continue the employment, compensation, or benefits of any person for any period.

20.2 BENEFITS

Nothing in the Plan nor the Trust Agreement shall be construed to confer any right or claim upon any person, firm, or corporation other than the Employers, the Trustee, Participants, and Beneficiaries.

20.3 NO GUARANTEES

The Employers, the Administrator, and the Trustee do not guarantee the Trust from loss or depreciation, nor do they guarantee the payment of any amount which may become due to any person hereunder.

20.4 EXPENSES

The expenses of administration of the Plan, including the expenses of the Administrator and the fees of the Trustee, shall be paid from the Trust. The manner in which such expenses and fees will be charged against the Trust shall be determined by the Administrator.

20.5 PRECEDENT

Except as otherwise specifically provided, no action taken in accordance with the Plan shall be construed or relied upon as a precedent for similar action under similar circumstances.

20.6 DUTY TO FURNISH INFORMATION

The Employers, the Administrator, and the Trustee shall furnish to any of the others any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties hereunder or otherwise imposed by law.

20.7 WITHHOLDING

The Trustee shall withhold any tax which by any present or future law is required to be withheld, and which the Administrator notifies the Trustee in writing is to be so withheld, from any payment to any Participant or Beneficiary hereunder.

20.8 MERGER, CONSOLIDATION, OR TRANSFER OF PLAN ASSETS

The Plan shall not be merged or consolidated with any other plan, nor shall any of its assets or liabilities be transferred to another plan, unless, immediately after such merger, consolidation, or transfer of assets or liabilities, each Participant in the Plan would receive a benefit under the Plan which is at least equal to the benefit he would have received immediately prior to such merger, consolidation, or transfer of assets or liabilities (assuming in each instance that the Plan had then terminated).

20.9 BACK PAY AWARDS

The provisions of this Section shall apply only to an Employee or former Employee who becomes entitled to back pay by an award or agreement of an Employer without regard to mitigation of damages. If a person to whom this Section applies was or would have become an Eligible Employee after such back pay award or agreement has been effected, and if any such person who had not previously elected to make Salary Deferral Contributions pursuant to Section 4.1 shall within 30 days of the date he receives notice of the provisions of this Section make an election to make Salary Deferral Contributions in accordance with such Section 4.1 (retroactive to any Enrollment Date as of which he was or has become eligible to do so), then such Participant may elect that any Salary Deferral Contributions not previously made on his behalf but which, after application of the foregoing provisions of this Section, would have been made under the provisions of Article IV, shall be made out of the proceeds of such back pay award or agreement. In addition, if any such Employee or former Employee would have been eligible to participate in the allocation of Employer Regular Contributions under the provisions of Article VI for any prior Plan Year after such back pay award or agreement has been effected, his Employer shall make an Employer Regular Contribution equal to the amount of the Employer Regular Contribution which would have been allocated to such Participant under the provisions of Article VI as in effect during each such Plan Year. The amounts of such additional contributions shall be credited to the Account of such Participant. Any additional contributions made by an Employer pursuant to this Section shall be made in accordance with, and subject to the limitations of the applicable provisions of Articles IV, VI, and VII.

20.10 MILITARY LEAVE

Notwithstanding any other provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Section 414(u) of the Code. The Administrator shall notify the Trustee of any Participant with respect to whom additional contributions are made because of qualified military service.

20.11 CONDITION ON EMPLOYER REGULAR CONTRIBUTIONS

Notwithstanding anything to the contrary contained in the Plan or the Trust Agreement, any contribution of an Employer hereunder is conditioned upon the continued qualification of the Plan under Section 401(a) of the Code, the exempt status of the Trust under Section 501(a) of the Code, and the deductibility of the contribution under Section 404 of the Code. Except as otherwise provided in this Section and Section 20.11, however, in no event shall any portion of the property of the Trust ever revert to or otherwise inure to the benefit of an Employer or any Related Company.

20.12 RETURN OF CONTRIBUTIONS TO AN EMPLOYER

Notwithstanding any other provision of the Plan or the Trust Agreement to the contrary, in the event any contribution of an Employer made hereunder:

(a) is made under a mistake of fact, or

(b) is disallowed as a deduction under Section 404 of the Code,

such contribution may be returned to the Employer within one year after the payment of the contribution or the disallowance of the deduction to the extent disallowed, whichever is applicable.

20.13 VALIDITY OF PLAN

The validity of the Plan shall be determined and the Plan shall be construed and interpreted in accordance with the laws of the State of Ohio, except as preempted by applicable Federal law. The invalidity or illegality of any provision of the Plan shall not affect the legality or validity of any other part thereof.

20.14 TRUST AGREEMENT

The Trust Agreement and the Trust maintained thereunder shall be deemed to be a part of the Plan as if fully set forth herein and the provisions of the Trust Agreement are hereby incorporated by reference into the Plan.

20.15 PARTIES BOUND

The Plan shall be binding upon the Employers, all Participants and Beneficiaries hereunder, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them.

20.16 APPLICATION OF CERTAIN PLAN PROVISIONS

A Participant's Beneficiary, if the Participant has died, or alternate payee under a qualified domestic relations order shall be treated as a Participant for purposes of directing investments as provided in Article IX. For purposes of the general administrative provisions and limitations of the Plan, a Participant's Beneficiary or alternate payee under a qualified domestic relations order shall be treated as any other person entitled to receive benefits under the Plan. Upon any termination of the Plan, any such Beneficiary or alternate payee under a qualified domestic relations order who has an interest under the Plan at the time of such termination, which does not cease by reason thereof, shall be deemed to be a Participant for all purposes of the Plan.

20.17 LEASED EMPLOYEES

Any leased employee, other than an excludable leased employee, shall be treated as an employee of the Employer for which he performs services for all purposes of the Plan with respect to the provisions of Sections 401(a)(3), (4), (7), and (16), and 408(k), 410, 411, 415, and 416 of the Code; provided, however, that no leased employee shall accrue a benefit hereunder based on service as a leased employee except as otherwise specifically provided in the Plan. A "leased employee" means any person who performs services for an Employer or a Related Company (the "recipient") (other than an employee of the recipient) pursuant to an agreement between the recipient and any other person (the "leasing organization") on a substantially full-time basis for a period of at least one year, provided that such services are performed under the primary direction or control of the recipient. An "excludable leased employee" means any leased employee of the recipient who is covered by a money purchase pension plan maintained by the leasing organization which provides for (i) a nonintegrated employer contribution on behalf of each participant in the plan equal to at least ten percent of compensation, (ii) full and immediate vesting, and (iii) immediate participation by employees of the leasing organization (other than employees who perform substantially all of their services for the leasing organization or whose compensation from the leasing organization in each plan year during the four-year period ending with the plan year is less than $1,000); provided, however, that leased employees do not constitute more than 20 percent of the recipient's nonhighly compensated work force. For purposes of this Section, contributions or benefits provided to a leased employee by

the leasing organization that are attributable to services performed for the recipient shall be treated as provided by the recipient.

20.18 TRANSFERRED FUNDS

If funds from another qualified plan are transferred or merged into the Plan, such funds shall be held and administered in accordance with any restrictions applicable to them under such other plan to the extent required by law and shall be accounted for separately to the extent necessary to accomplish the foregoing.

ARTICLE XXI
TOP-HEAVY PROVISIONS

21.1 DEFINITIONS

For purposes of this Article, the following terms shall have the following meanings:

(a) The "compensation" of an employee means compensation as defined in Section 415 of the Code and regulations issued thereunder. In no event, however, shall the compensation of a Participant taken into account under the Plan for any Plan Year exceed $160,000 (subject to adjustment annually as provided in Section 401(a)(17)(B) and Section 415(d) of the Code). If the compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months.

(b) The "determination date" with respect to any Plan Year means the last day of the preceding Plan Year, except that the determination date with respect to the first Plan Year of the Plan, shall mean the last day of such Plan Year.

(c) A "key employee" means any Employee or former Employee who is a key employee pursuant to the provisions of Section 416(i)(1) of the Code and any Beneficiary of such Employee or former Employee.

(d) A "non-key employee" means any Employee who is not a key employee.

(e) A "permissive aggregation group" means those plans included in each Employer's required aggregation group together with any other plan or plans of the Employer, so long as the entire group of plans would continue to meet the requirements of Sections 401(a)(4) and 410 of the Code.

(f) A "required aggregation group" means the group of tax-qualified plans maintained by an Employer or a Related Company consisting of each plan in which a key employee participates and each other plan that enables a plan in which a key employee participates to meet the requirements of Section 401(a)(4) or Section 410 of the Code, including any plan that terminated within the five-year period ending on the relevant determination date.

(g) A "super top-heavy group" with respect to a particular Plan Year means a required or permissive aggregation group that, as of the determination date, would qualify as a top-heavy group under the definition in paragraph (i) of this Section with "90 percent" substituted for "60 percent" each place where "60 percent" appears in the definition.

(h) A "super top-heavy plan" with respect to a particular Plan Year means a plan that, as of the determination date, would qualify as a top-heavy plan under the definition in paragraph (j) of this Section with "90 percent" substituted for "60 percent" each place where "60 percent" appears in the definition. A plan is also a "super top-heavy plan" if it is part of a super top-heavy group.

(i) A "top-heavy group" with respect to a particular Plan Year means a required or permissive aggregation group if the sum, as of the determination date, of the present value of the cumulative accrued benefits for key employees under all defined benefit plans included in such group and the aggregate of the account balances of key employees under all defined contribution plans included in such group exceeds 60 percent of a similar sum determined for all employees covered by the plans included in such group.

(j) A "top-heavy plan" with respect to a particular Plan Year means (i), in the case of a defined contribution plan (including any simplified employee pension plan), a plan for which, as of the determination date, the aggregate of the accounts (within the meaning of Section 416(g) of the Code and the regulations and rulings thereunder) of key employees exceeds 60 percent of the

aggregate of the accounts of all participants under the plan, with the accounts valued as of the relevant valuation date and increased for any distribution of an account balance made in the five-year period ending on the determination date, (ii), in the case of a defined benefit plan, a plan for which, as of the determination date, the present value of the cumulative accrued benefits payable under the plan (within the meaning of Section 416(g) of the Code and the regulations and rulings thereunder) to key employees exceeds 60 percent of the present value of the cumulative accrued benefits under the plan for all employees, with the present value of accrued benefits to be determined under the accrual method uniformly used under all plans maintained by an Employer or, if no such method exists, under the slowest accrual method permitted under the fractional accrual rate of Section 411(b)(1)(C) of the Code and including the present value of any part of any accrued benefits distributed in the five-year period ending on the determination date, and (iii) any plan (including any simplified employee pension plan) included in a required aggregation group that is a top-heavy group. For purposes of this paragraph, the accounts and accrued benefits of any employee who has not performed services for an Employer or a Related Company during the five-year period ending on the determination date shall be disregarded. For purposes of this paragraph, the present value of cumulative accrued benefits under a defined benefit plan for purposes of top-heavy determinations shall be calculated using the actuarial assumptions otherwise employed under such plan, except that the same actuarial assumptions shall be used for all plans within a required or permissive aggregation group. A Participant's interest in the Plan attributable to any Rollover Contributions, except Rollover Contributions made from a plan maintained by an Employer or a Related Company, shall not be considered in determining whether the Plan is top-heavy. Notwithstanding the foregoing, if a plan is included in a required or permissive aggregation group that is not a top-heavy group, such plan shall not be a top-heavy plan.

(k) The "valuation date" with respect to any determination date means the most recent Valuation Date occurring within the 12-month period ending on the determination date.

21.2 APPLICABILITY

Notwithstanding any other provision of the Plan to the contrary, the provisions of this Article shall be applicable during any Plan Year in which the Plan is determined to be a top-heavy plan as hereinafter defined. If the Plan is determined to be a top-heavy plan and upon a subsequent determination date is determined no longer to be a top-heavy plan, the vesting provisions of Article VI shall again become

applicable as of such subsequent determination date; provided, however, that if the prior vesting provisions do again become applicable, any Employee with three or more years of Vesting Service may elect in accordance with the provisions of Article VI, to continue to have his vested interest in his Employer Regular Contributions Sub-Account determined in accordance with the vesting schedule specified in Section 21.5.

21.3 MINIMUM EMPLOYER REGULAR CONTRIBUTION

If the Plan is determined to be a top-heavy plan, the Employer Regular Contributions allocated to the Account of each non-key employee who is an Eligible Employee and who is employed by an Employer or a Related Company on the last day of such top-heavy Plan Year shall be no less than the lesser of (i) three percent of his compensation or (ii) the largest percentage of compensation that is allocated as an Employer Regular Contribution and/or Salary Deferral Contribution for such Plan Year to the Account of any key employee; except that, in the event the Plan is part of a required aggregation group, and the Plan enables a defined benefit plan included in such group to meet the requirements of Section 401(a)(4) or 410 of the Code, the minimum allocation of Employer Regular Contributions to each such non-key employee shall be three percent of the compensation of such non-key employee. Any minimum allocation to a non-key employee required by this Section shall be made without regard to any social security contribution made on behalf of the non-key employee, his number of hours of service, his level of compensation, or whether he declined to make elective or mandatory contributions. Notwithstanding the minimum top-heavy allocation requirements of this Section, if the Plan is a top-heavy plan, each non-key employee who is an Eligible Employee and who is employed by an Employer or a Related Company on the last day of a top-heavy Plan Year and who is also covered under a top-heavy defined benefit plan maintained by an Employer or a Related Company will receive the top-heavy benefits provided under the defined benefit plan in lieu of the minimum top-heavy allocation under the Plan.

21.4 ADJUSTMENTS TO SECTION 415 LIMITATIONS

If the Plan is determined to be a top-heavy plan and an Employer maintains a defined benefit plan covering some or all of the Employees that are covered by the Plan, the defined benefit plan fraction and the defined contribution plan fraction, described in Article VII, shall be determined as provided in Section 415 of the Code by substituting "1.0" for "1.25" each place where "1.25" appears, except that such substitutions shall not be applied to the Plan if (i) the Plan is not a super top-heavy plan, (ii) the Employer Regular Contribution for such top-heavy Plan Year for each non-key employee who is to receive a minimum top-heavy benefit hereunder is not less than four percent of such non-key employee's compensation, and (iii)

the minimum annual retirement benefit accrued by a non-key employee who participates under one or more defined benefit plans of an Employer or a Related Company for such top-heavy Plan Year is not less than the lesser of three percent times years of service with an Employer or a Related Company or thirty percent.

21.5 ACCELERATED VESTING

If the Plan is determined to be a top-heavy plan, a Participant's vested interest in his Employer Regular Contributions Sub-Account shall be determined no less rapidly than in accordance with the following vesting schedule:

Years of Vesting Service	Vested Interest
less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

ARTICLE XXII
EFFECTIVE DATE

22.1 EFFECTIVE DATE OF AMENDMENT AND RESTATEMENT

Unless otherwise specifically provided by the terms of the Plan, this amendment and restatement is effective with respect to each change made to satisfy the provisions of the (i) Uniform Services Employment and Reemployment Rights Act ("USERRA"), (ii) Retirement Protection Act of 1994 ("GATT"), (iii) Small Business Job Protection Act of 1996 (SBJPA"), and (iv) Tax Reform Act of 1997 ("TRA '97"), the first day of the first period (which may or may not be the first day of a Plan Year) with respect to which such change became required or was permitted because of such provision, including, but not limited to, the following:

(a) The provisions of Section 20.10 of the Plan which satisfy the provisions of USERRA are effective December 12, 1994.

(b) Changes in the definition of "leased employee" in Section 20.16 of the Plan to satisfy the provisions of SBJPA are effective January 1, 1997.

(c) The provisions of Section 7.10 of the Plan which satisfy the provisions of GATT are effective January 1, 1995.

(d) The following changes made to satisfy the provisions of SBJPA are effective for Plan Years beginning on or after January 1, 1997:

(1) The removal of provisions for family aggregation in the definition of "Compensation" in Section 1.1 of the Plan, "test compensation" in Section 7.1 of the Plan and "compensation" in Section 21.1 of the Plan.

(2) The definition of "Highly Compensated Employee" in Section 1.1.

(3) The addition in Section 7.1 of the Plan of a defined term "testing year" and changes to the 401(k) discrimination test in Sections 7.4 and 7.5 of the Plan.

(e) Changes made under Section 14.6 of the Plan relating to restrictions on alienation to satisfy the provisions of TRA '97 are effective August 5, 1997.

(f) Changes made under Section 14.4 of the Plan relating to minimum required distributions to satisfy the provisions of SBJPA are effective January 1, 1997.

(g) The change in the involuntary cash-out limitation from $3,500 to $5,000 as permitted under TRA '97 is effective January 1, 1998.

Each other change made under this amendment and restated is effective January 1, 1998, unless otherwise specifically provided by the terms of the Plan.

* * *

EXECUTED AT Wooster, Ohio, this 4th day of December, 1998.

RUBBERMAID INCORPORATED

By: William R. Connor

Title: Vice President of
Compensation and
Benefits

SCHEDULE I

	Employer and Location	Date of Adoption	Special Provisions	Date of 100% Vesting Under the Plan*
1.	Rubbermaid Commercial Products LLC Winchester, Virginia	1/1/72	No	
2.	Rubbermaid Incorporated Wooster, Ohio	9/30/44	No	
3.	Rubbermaid Texas Limited Greenville, Texas (formerly Rubbermaid Incorporated, Greenville, Texas)	1/1/95	No	
	Cleburne, Texas (formerly Rubbermaid Incorporated, Cleburne, Texas)	1/1/95	Yes(1)	
4.	Rubbermaid Sales Corp. Wooster, Ohio Winchester, Virginia Hudson, Ohio Corning, New York Jeffersonville, Ohio Woodbridge, Virginia Kenosha, Wisconsin	1/1/95	Yes(2)	
5.	Rubbermaid Commercial Products LLC (formerly Rubbermaid Commercial - Cleveland Inc.) Cleveland, Tennessee	1/1/88	No	
6.	Rubbermaid Health Care Products Inc. (formerly Rubbermaid-Statesville, Inc. and Carex Inc.) Statesville, North Carolina	1/1/76	No	3/21/97
7.	Rubbermaid-Cortland Inc. Cortland, New York	3/12/85	No	2/1/98

	Employer and Location	Date of Adoption	Special Provisions	Date of 100% Vesting Under the Plan*
8.	Rubbermaid Specialty Products Inc. Centerville, Iowa (formerly Rubbermaid Centerville Inc.) Winfield, Kansas (formerly Rubbermaid Winfield Inc.)	1/1/86	No	
9.	Rubbermaid Office Products Inc. Maryville, Tennessee Carson, California	1/1/89 1/1/93	Yes(3) No	6/13/97
10.	Rubbermaid Incorporated Goodyear, Arizona	1/1/88	No	
11.	The Little Tikes Company Hudson, Ohio Sebring, Ohio City of Industry, California	1/1/88	No	
12.	The Little Tikes Company (Missouri) Aurora, Missouri	1/1/88	No	3/1/97
13.	The Little Tikes Company (Pennsylvania) Shippensburg, Pennsylvania	12/8/94	No	
14.	The Little Tikes Company (South Carolina) Columbia, South Carolina	4/21/95	No	
15.	Rubbermaid Cleaning Products Inc. (formerly Empire Brushes, Inc.) Greenville, North Carolina	1/1/96	No	

Employer and Location	Date of Adoption	Special Provisions	Date of 100% Vesting Under the Plan*
16. Little Tikes Commercial Play Systems Inc. Farmington, Missouri	4/1/98	Yes(4)	
17. Graco Children's Products Inc., Century Products Division Macedonia, Ohio Massillon, Ohio	8/17/98	Yes(5)	

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* Participants employed at the specified location as of the date entered in this column became 100% vested in their Account under the Plan as of such date.

Special Provisions

(1) Participants at the Cleburne, Texas facility of Rubbermaid Incorporated are 100% vested in their accounts under the prior Rubbermaid Commercial Products Inc. Associates Profit Sharing Retirement Plan as of July 1, 1992.

(2) Participants employed by Rubbermaid Sales Corporation are NOT eligible to receive any Employer Regular Contributions under Article VI.

(3) The Participant Accounts of those Participants employed at the Maryville, Tennessee facility of Rubbermaid Office Products Inc. as of June 13, 1997 were transferred to the Newell Operating Company Savings Plan on October 1, 1997, in accordance with Section 20.8 of the Plan.

(4) Each Employee who was employed by Little Tikes Commercial Play Systems Inc. on January 1, 1998 shall become an Eligible Employee as of April 1, 1998. Notwithstanding any other provision of the Plan to the contrary, Compensation from January 1, 1998 through December 31, 1998 shall be taken into account in determining the amount and allocation of Employer Regular Contributions made on behalf of such Eligible Employees.

(5) Each Employee who was employed by Century Products Company on January 1, 1998 shall become an Eligible Employee as of August 17, 1998. Notwithstanding the foregoing, Participants employed by the Century Products Division are NOT eligible to receive any Employer Regular Contributions under Article VI.

ADDENDUM A

The provisions of Articles XV and XVI as set forth in this Addendum A shall apply to that portion, if any, of a Participant's Account that is attributable to his account under the Rubbermaid Profit Sharing Plan that was merged into the Plan effective April 1, 1995.

ARTICLE XV
FORM OF PAYMENT

15.1 DEFINITIONS

For purposes of this Article, the following terms have the following meanings:

(a) A Participant's "annuity starting date" means the first day of the first period for which an amount is paid as an annuity or any other form.

(b) The "automatic annuity form" means the form of annuity that will be purchased on a Participant's behalf unless the Participant elects another form of annuity.

(c) A "qualified election" means an election that is made during the qualified election period. A qualified election of a form of payment other than a qualified joint and survivor annuity or designating a Beneficiary other than the Participant's spouse to receive amounts otherwise payable as a qualified preretirement survivor annuity must include the written consent of the Participant's spouse, if any. A Participant's spouse will be deemed to have given written consent to the Participant's election if the Participant establishes to the satisfaction of a Plan representative that spousal consent cannot be obtained because the spouse cannot be located or because of other circumstances set forth in Section 401(a)(11) of the Code and regulations issued thereunder. The spouse's written consent must acknowledge the effect of the Participant's election and must be witnessed by a Plan representative or a notary public. In addition, the spouse's written consent must either (i) specify the form of payment selected instead of a joint and survivor annuity, if applicable, and that such form may not be changed (except to a qualified joint and survivor annuity) without written spousal consent and specify any non-spouse Beneficiary designated by the Participant, if applicable, and that such Beneficiary may not be changed without written spousal consent or (ii) acknowledge that the spouse has the right to limit consent as provided in clause (i), but permit the Participant to change the form of payment selected or the designated Beneficiary without the spouse's further consent. Any written consent given

or deemed to have been given by a Participant's spouse hereunder shall be irrevocable and shall be effective only with respect to such spouse and not with respect to any subsequent spouse.

(d) The "qualified election period" with respect to the automatic annuity form means the 90 day period ending on a Participant's annuity starting date. The "qualified election period" with respect to a qualified preretirement survivor annuity means the period beginning on the first day of the Plan Year in which the Participant attains age 35 or, if he terminates employment prior to such date, the day he terminates employment with his Employer and all Related Companies.

(e) A "qualified joint and survivor annuity" means an immediate annuity payable at earliest retirement age under the Plan, as defined in regulations issued under Section 401(a)(11) of the Code, for the life of a Participant with a survivor annuity payable for the life of the Participant's spouse that is equal to at least 50 percent of the amount of the annuity payable during the joint lives of the Participant and his spouse, provided that the survivor annuity shall not be payable to a Participant's spouse if such spouse is not the same spouse to whom the Participant was married on his annuity starting date.

(f) A "qualified preretirement survivor annuity" means an annuity payable to the surviving spouse of a Participant in accordance with the provisions of Section 15.6.

(g) A "single life annuity" means an annuity payable for the life of the Participant.

15.2 NORMAL FORM OF PAYMENT

Unless a Participant elects an optional form of payment, distribution shall be made to the Participant through the purchase of a single premium, nontransferable annuity contract for such term and in such form as the Participant shall select, subject to the provisions of Section 15.5. The terms of any annuity contract purchased hereunder and distributed to a Participant shall comply with the requirements of the Plan.

Unless distribution is made to a Participant's spouse in the form of a qualified preretirement survivor annuity, if a Participant dies prior to his annuity starting date, distribution shall be made to the Participant's Beneficiary in one of the optional forms of payment, as elected by the Participant or his Beneficiary if the Participant dies without having made an election hereunder.

15.3 OPTIONAL FORMS OF PAYMENT

Subject to the provisions of Section 15.5, a Participant, or his Beneficiary, as the case may be, may elect to receive distribution of all or a portion of his Account in one or a combination of the following optional forms of payment:

(a) Single Sum Payment.

(b) Installment Payments - Distribution shall be made in a series of installments over a period not exceeding the life expectancy of the Participant, or a period not exceeding the joint life and last survivor expectancy of the Participant and his Beneficiary. If a Participant has died, his Beneficiary may elect to receive distribution of all or a portion of his Account in a series of installments over a period not exceeding (i) the end of the fifth calendar year beginning after the Participant's death, if the Beneficiary is not the Participant's spouse or (ii) the life expectancy of the Beneficiary, if the Beneficiary is the Participant's spouse. Each installment shall be equal in amount except as necessary to adjust for any changes in the value of the Participant's Account, unless the Participant or Beneficiary elects a more rapid distribution schedule. The determination of life expectancies shall be made on the basis of the expected return multiples in Tables V and VI of Section 1.72-9 of the Treasury regulations and shall be calculated either once at the time installment payments begin or annually for the Participant and/or his Beneficiary, if his Beneficiary is his spouse, as determined by the Participant at the time installment payments begin.

Notwithstanding the foregoing, a Participant may elect to receive distribution of his Account for periods prior to the April 1 following the close of the calendar year in which he attains age 70-1/2 in a series of installments or non-periodic payments made pursuant to any formula elected by the Participant, without regard to the life expectancies of the Participant and his Beneficiary.

15.4 CHANGE OF ELECTION

Subject to the provisions of Section 15.5, a Participant or Beneficiary who has elected an optional form of payment or elected an annuity form of payment may revoke or change his election at any time prior to his annuity starting date by filing with the Administrator an election in the form prescribed by the Administrator.

15.5 FORM OF ANNUITY REQUIREMENTS

Distribution shall be made to a Participant through the purchase of an annuity contract that provides for payment in one of the following

automatic annuity forms, unless the Participant elects a different type of annuity or elects an optional form of payment.

(a) The automatic annuity form for a Participant who is married on his annuity starting date is the 50 percent qualified joint and survivor annuity.

(b) The automatic annuity form for a Participant who is not married on his annuity starting date is the single life annuity.

A Participant's election of an annuity other than the automatic annuity form or of the optional form of payment shall not be effective unless it is a qualified election; provided, however, that spousal consent shall not be required if the form of payment elected by the Participant is a qualified joint and survivor annuity. A Participant who has elected an optional form of payment can change his election only pursuant to a qualified election.

15.6 QUALIFIED PRERETIREMENT SURVIVOR ANNUITY REQUIREMENTS

If a married Participant dies before his annuity starting date, his spouse shall receive distribution of the value of the Participant's vested interest in his Account through the purchase of an annuity contract that provides for payment over the life of the Participant's spouse. A Participant's spouse may elect to receive distribution under any one of the other forms of payment available under this Article instead of in the qualified preretirement survivor annuity form. A Participant can only designate a non-spouse Beneficiary to receive distribution of his Account pursuant to a qualified election.

15.7 DIRECT ROLLOVER

Notwithstanding any other provision of the Plan to the contrary, in lieu of receiving distribution in the form of payment provided under this Article, a "qualified distributee" may elect, in accordance with rules prescribed by the Administrator, to have any portion or all of a distribution that is an "eligible rollover distribution" paid directly by the Plan to the "eligible retirement plan" designated by the "qualified distributee"; provided, however, that this provision shall not apply if the total distribution is less than $200 and that a "qualified distributee" may not elect this provision with respect to a portion of a distribution that is less than $500. Any such payment by the Plan to another "eligible retirement plan" shall be a direct rollover and shall be made only after all applicable consent requirements are satisfied. For purposes of this Section, the following terms have the following meanings:

(a) An "eligible retirement plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a

qualified trust described in Section 401(a) of the Code that accepts rollovers; provided, however, that, in the case of a direct rollover by a surviving spouse, an eligible retirement plan does not include a qualified trust described in Section 401(a) of the Code.

(b) An "eligible rollover distribution" means any distribution of all or any portion of the balance of a Participant's Account; provided, however, that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life or life expectancy of the qualified distributee or the joint lives or joint life expectancies of the qualified distributee and the qualified distributee's designated beneficiary, or for a specified period of ten years or more; and any distribution to the extent such distribution is required under Section 401(a)(9) of the Code.

(c) A "qualified distributee" means a Participant, his surviving spouse, or his spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

15.8 NOTICE REGARDING FORMS OF PAYMENT

The Administrator shall provide each Participant with a written explanation of his right to defer distribution until his Normal Retirement Date, or such later date as may be provided in the Plan, his right to make a direct rollover, and (i) the terms and conditions of the automatic annuity form and the other forms of payment available under the Plan, (ii) the Participant's right to choose a form of payment other than the automatic annuity form or to revoke such choice, and (iii) the rights of the Participant's spouse. The Administrator shall provide such explanation within the 60 day period ending 30 days before the Participant's annuity starting date. Notwithstanding the foregoing, distribution of the Participant's Account may commence less than 30 days after such explanation is provided to the Participant if (i) the Administrator clearly informs the Participant of his right to consider, for a period of at least 30 days following his receipt of the explanation, his election of whether or not to make a direct rollover or to receive a distribution prior to his Normal Retirement Date and his election of a form of payment, (ii) the Participant, after receiving the explanation, affirmatively elects an early distribution with his spouse's written consent, if necessary, (iii) the Participant's annuity starting date is a date after the date the explanation is provided to him, (iv) the Participant may revoke his election at any time prior to the later of his annuity starting date or the expiration of the seven-day period beginning the day after the date the explanation is provided to him, and (v) distribution does not commence to the Participant before such revocation period ends.

In addition, the Administrator shall provide such a Participant with a written explanation of (i) the terms and conditions of the qualified preretirement survivor annuity, (ii) the Participant's right to designate a non-spouse Beneficiary to receive distribution of his Account or to revoke such designation, and (iii) the rights of the Participant's spouse. The Administrator shall provide such explanation within one of the following periods, whichever ends last:

(a) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year preceding the Plan Year in which the Participant attains age 35; or

(b) the period beginning 12 calendar months before the date an individual becomes a Participant and ending 12 calendar months after such date;

provided, however, that in the case of a Participant who separates from service prior to attaining age 35, the explanation shall be provided to such Participant within the period beginning 12 calendar months before the Participant's separation from service and ending 12 calendar months after his separation from service.

15.9 RE-EMPLOYMENT

If a Participant is re-employed by an Employer or a Related Company prior to receiving distribution of the entire balance of his vested interest in his Account, his prior election of a form of payment hereunder shall become ineffective.

15.10 SECTION 242(B)(2) ELECTIONS

Notwithstanding any other provisions of this Article and subject to the requirements of Sections 15.5 and 15.6, distribution on behalf of a Participant, including a five-percent owner, may be made pursuant to an election under Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982 and in accordance with all of the following requirements:

(a) The distribution is one which would not have disqualified the Trust under Section 401(a)(9) of the Code as in effect prior to amendment by the Deficit Reduction Act of 1984.

(b) The distribution is in accordance with a method of distribution elected by the Participant whose interest in the Trust is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(c) Such election was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(d) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(e) The method of distribution elected by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distribution will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

A distribution upon death shall not be made under this Section unless the information in the election contains the required information described above with respect to the distributions to be made upon the death of the Participant. For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant or the Beneficiary to whom such distribution is being made will be presumed to have designated the method of distribution under which the distribution is being made, if this method of distribution was specified in writing and the distribution satisfies the requirements in paragraphs (a) and (e) of this Section. If an election is revoked, any subsequent distribution will be in accordance with the other provisions of the Plan. Any changes in the election will be considered to be a revocation of the election. However, the mere substitution or addition of another Beneficiary (one not designated as a Beneficiary in the election), under the election will not be considered to be a revocation of the election, so long as such substitution or addition does not alter the period over which distributions are to be made under the election directly, or indirectly (for example, by altering the relevant measuring life).

ARTICLE XVI
BENEFICIARIES

16.1 DESIGNATION OF BENEFICIARY

A married Participant's Beneficiary shall be his spouse. A married Participant may designate a non-spouse Beneficiary, but only pursuant to a qualified election as provided in Article XV.

A Participant may designate a Beneficiary on the form prescribed by the Administrator. If no Beneficiary has been designated pursuant to the provisions of this Section, or if no Beneficiary survives the Participant and he has no surviving spouse, then the Beneficiary under the Plan shall be the Participant's surviving children or, if none, the Participant's surviving parents or, if none, the Participant's surviving brothers and sisters or, if none, the Participant's executors and administrators. If a Beneficiary dies after becoming entitled to receive a distribution under the Plan but before distribution is made to him in full, and if no other Beneficiary has been designated to receive the balance of the distribution in that event, the estate of the deceased Beneficiary shall be the Beneficiary as to the balance of the distribution.

EXHIBIT 5

SCHIFF HARDIN & WAITE
6600 Sears Tower, Chicago, Illinois 60606
(312) 258-5500

March 23, 1999

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549-1004

Re: Newell Co. - Registration of 300,000 Shares of Common Stock on Form S-3

Ladies and Gentlemen:

We are acting as counsel for Newell Co., a Delaware corporation (the "Company"), in connection with the Company's filing with the Securities and Exchange Commission of a Registration Statement on Form S-3 (the Registration Statement) covering 300,000 shares of common stock, par value $1.00 per share of the Company (including the related common stock purchase rights) (the "Shares") to be issued pursuant to the Rubbermaid Retirement Plan (the "Plan").

In connection with this opinion, we have examined such corporate records, certificates and other documents and have made such other factual and legal investigations as we have deemed necessary or appropriate for the purposes of this opinion. Based on the foregoing, it is our opinion that the Shares covered by the Registration Statement have been duly authorized and, when issued in accordance with the terms of the Plan and as contemplated in the Registration Statement will be legally issued, fully paid and nonassessable (except as may be limited by Section 180.0622 of the Wisconsin Business Corporation law, which provides that shareholders may be liable for an amount equal to the par value of their shares for certain debts owing to employees of the Company).

Very truly yours,

SCHIFF HARDIN & WAITE

By: /s/ Frederick L. Hartmann
Frederick L. Hartmann

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our report dated January 27, 1999, included in Newell Co.'s Form 10-K for the year ended December 31, 1998 and to all references to our Firm included in this Registration Statement.

/s/ ARTHUR ANDERSEN LLP

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin
March 19, 1999