

Objection Deadline: 7/12/00 @ 4:00 p.m.
Hearing Date: Negative Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re)
) Chapter 11
SAFELITE GLASS CORP.,)
) Case No. 00-02252 (MFW)
)
Debtor.)

NOTICE OF MOTION

PLEASE TAKE NOTICE that the above-captioned debtor and debtor in possession (the "Debtor") has today filed the attached Motion for Order Authorizing Debtor to Reject Certain Executory Contracts (the "Motion") with the United States Bankruptcy Court, 824 Market Street, 5th Floor, Wilmington, Delaware 19801 (the "Court").

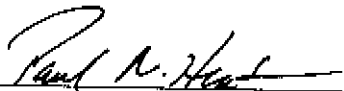
PLEASE TAKE FURTHER NOTICE that objections or responses to the Motion, if any, must be made in writing, filed with the Court, served upon and received by the undersigned counsel for the Debtor, on or before July 12, 2000, at 4:00 p.m.

PLEASE TAKE FURTHER NOTICE that if no objections to the Motion are timely filed, served and received, the Court may enter an order approving same without further notice or hearing. If an objection or response to the Motion is timely filed, served and received, a hearing

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(the "Hearing") will be held at the convenience of the Court. Only those objections or responses timely filed, served and received will be considered by the Court at the Hearing.

Dated: June 27, 2000
Wilmington, Delaware



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Counsel for Debtor and
Debtor in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re) Chapter 11 Case
)
SAFELITE GLASS CORP.,) Case No. 00-2252 (MFW)
)
Debtor.)
)
)

**MOTION FOR ORDER AUTHORIZING DEBTOR TO
REJECT CERTAIN EXECUTORY CONTRACTS**

Safelite Glass Corp., the above-captioned debtor and debtor in possession ("Safelite" or the "Debtor"), by its attorneys, Willkie Farr & Gallagher and Richards, Layton & Finger, respectfully represents:

I. BACKGROUND

A. General

1. On June 9, 2000 (the "Petition Date"), Safelite filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Safelite is continuing in possession of its properties and the management of its business as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On June 26, 2000, the United States Trustee for the District of Delaware appointed an official committee of the Debtor's unsecured creditors (the "Creditors' Committee"). An informal committee (the "Informal Committee") of holders of the Debtor's senior subordinated notes has been formed and is active.

2. Safelite, a privately held corporation, is the nation's largest provider of automotive glass replacement and repair services, and operates in all of the top 100 metropolitan areas in the United States. Safelite installed approximately 2.8 million replacement windshields in 1999 for its customers, which include insurance companies, commercial fleet leasing and

rental car companies, car dealerships, body shops, governmental agencies, and individual consumers. Safelite provides these installation services through its over 525 service centers, 2,200 mobile vans, 52 centralized telephone dispatch centers and its network of independent automotive glass replacement and repair providers.

3. Safelite maintains its principal executive offices in Columbus, Ohio. For the fiscal year ended 1999, Safelite reported net sales of approximately \$876,800,000. As of the fiscal quarter ended January 1, 2000, the books and records of Safelite reflect assets of approximately \$559,200,000 and liabilities of approximately \$591,400,000. As of January 1, 2000, Safelite employed approximately 6,200 full-time and part-time employees.

4. Recently, the automotive glass replacement industry has experienced significant contraction, internal competition and pricing pressure. As a result of these and other factors, Safelite, like others in the industry, has experienced reduced margins and revenues and has been forced to reexamine its business and debt structures. As a result of such reexamination, Safelite determined that in order to remain viable and competitive, it was required to commence this chapter 11 case in order to rationalize its business, operations and debt structure.

5. The Debtor has formulated a plan of reorganization (the "Plan") which provides for distributions of cash, notes and/or equity, as the case may be, to holders of secured and unsecured claims against the Debtor. Although the Plan is not a formal "prepackaged plan," the substantive elements of the Plan have been agreed to by the Steering Committee of the lenders under the Debtor's prepetition secured financing facility and the Informal Committee, consistent with a prepackaged plan of reorganization. The Plan was filed on the Petition Date.

6. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these proceedings and the within motion in this district is proper pursuant to

28 U.S.C. §§ 1408 and 1409. The statutory predicate for the relief sought herein is section 365(a) of the Bankruptcy Code, as complemented by Rule 6006 of the Federal Rules of Bankruptcy Procedure.

B. Tortorello Severance Agreement

7. Pursuant to a certain Second Amended and Restated Employment Agreement, dated March 1, 1996 (the "Tortorello Employment Agreement"), William Tortorello ("Tortorello") was employed as Chief Executive Officer of Globe Glass & Mirror Co. ("Globe"). As a result of Globe's merger with Windshields America, Inc., the combined company changed its name to Vistar, Inc. ("Vistar"); thereafter, Tortorello served as Chief Executive Officer of Vistar pursuant to the Tortorello Employment Agreement.

8. In December 1997, the Debtor merged with Vistar (the "Vistar Merger"), with the Debtor emerging as the surviving entity. In connection with the Vistar Merger, Tortorello's employment and the Tortorello Employment Agreement were terminated. On December 18, 1997, Tortorello entered into a severance agreement (the "Tortorello Severance Agreement") with Vistar, Belron (USA) BV, Belron International NV, and Plate Glass & Shatterprufe Industries Limited (collectively, the "Parties"). A copy of the Tortorello Severance Agreement and related documents (including the Tortorello Employment Agreement) are annexed hereto as Exhibit A.

9. The Tortorello Severance Agreement, which was assumed by the Debtor in connection with the Vistar Merger, provides for Tortorello to receive: (a) a one-time bonus of \$2,755,506, payable on or before July 1998; (b) semi-monthly payments for a period of three years, at a rate of \$700,000 per year and aggregating \$2.1 million; (c) the continuation of health benefits throughout the three-year term of the Tortorello Severance Agreement; (d) cash in the

amount of approximately \$633,849, representing benefits accrued under an existing incentive compensation plan, payable upon the closing of the Vistar Merger; (e) a pro rata award under an existing executive bonus program, based on a \$700,000 annual bonus, payable within 90 days of the closing of the Vistar Merger; (f) \$1 million in cash, based on the termination of Tortorello's participation in various incentive programs, payable upon closing of the Vistar Merger; and (g) a consulting fee aggregating approximately \$1.1 million, payable upon the closing of the Vistar Merger and covering the period ending 3 months after such closing. In addition Mr. Tortorello and the Parties executed mutual general releases, specifically relating to any cause of action arising from Tortorello's employment relationship with Vistar. The Debtor's severance and benefit obligations under the Tortorello Severance Agreement are scheduled to expire in December 2000.

C. O'Brien Employment Agreement

10. On November 17, 1997, approximately one month prior to the closing of the Vistar Merger, Thomas O'Brien ("O'Brien"), previously an employee of Vistar, entered into an employment agreement with Safelite (the "O'Brien Employment Agreement"), pursuant to which Mr. O'Brien served as Safelite's Executive Vice President - Field Operations. On September 14, 1998, Safelite served O'Brien with notice of termination of employment (the "Termination Notice"), effective November 13, 1998 (the "Termination Date"), pursuant to section 6.1 the O'Brien Employment Agreement. A copy of the O'Brien Employment Agreement and the Termination Notice are annexed hereto as Exhibit B.

11. Section 6.1(i) of the O'Brien Employment Agreement provides that, after the issuance of such a termination notice, O'Brien would receive: (i) any accrued but unpaid salary and vacation time as of the termination and (ii) severance payments, based on an annual

salary of \$350,000 and continuing for the remaining term of the O'Brien Employment Agreement, which term is scheduled to expire three years after the date of the closing of the Vistar Merger, in December, 2000.

12. Although no longer employed by Safelite, Mr. O'Brien is still bound by certain restrictive covenants under the O'Brien Employment Agreement. Specifically, O'Brien may not compete with the Debtor until December 18, 2001, the fourth anniversary of the Vistar Merger. Moreover, he is obligated to keep confidential matters relating to Safelite's business in strictest confidence even after his right to receive the above-mentioned severance benefits expires. Also, O'Brien is obligated to turn over, upon request, among other things, memoranda, lists, records and other documents or papers made or compiled on behalf of O'Brien, or made available to O'Brien in connection with Safelite's business, as such documents are property of Safelite.

D. Kellman Consulting Agreement

13. On July 1, 1999, Jack Kellman ("Kellman") entered into a three-year consulting agreement with Safelite (the "Kellman Consulting Agreement"), a copy of which is annexed hereto as Exhibit C, pursuant to which Mr. Kellman, as an independent contractor, has agreed to provide consulting services relating to Safelite's Best Efforts Agreement with Allstate Insurance Company ("Allstate") in return for \$150,000 annually, plus additional bonus compensation and benefits. In addition, Kellman is bound by certain restrictive covenants under the Kellman Consulting Agreement, including covenants: (i) not to compete with the Debtor until July 1, 2007; and (ii) to keep confidential matters relating to Safelite's business in strictest confidence even after the expiration of the Kellman Consulting Agreement.

II. RELIEF REQUESTED

14. By this motion, the Debtor seeks the entry of an order, pursuant to section 365(a) of the Bankruptcy Code, authorizing the Debtor to reject the Tortorello Severance Agreement, the O'Brien Employment Agreement and the Kellman Consulting Agreement (collectively, the "Contracts"). Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The standard governing whether to approve a motion pursuant to section 365 of the Bankruptcy Code is the business judgment test, which requires a showing that the proposed course of action will benefit the estate. See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1099 (2d Cir. 1993); In re Minges, 602 F.2d 38, 43 (2d Cir. 1979); Westbury Real Estate Venture, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.), 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996) ("In reviewing a debtor's decision to assume or reject an executory contract, the court must examine the contract and circumstances and apply its best 'business judgment' to determine if the assumption or rejection would be beneficial or burdensome to the estate"); accord Sharon Steel Corp. v. National Gas Distrib. Corp., 872 F.2d 36, 39-40 (3d Cir. 1989) (debtor's motion to reject executory contract is properly granted upon finding that rejection will benefit estate).

15. The Debtor believes that the rejection of the Contracts will benefit the Debtor's estate by ridding it of agreements the value of which is clearly outweighed by the Debtor's remaining obligations thereunder. The Debtor's remaining obligations under the Contracts aggregate approximately \$877,390 (approximately \$188,462 under the O'Brien Employment Agreement (exclusive of benefits), approximately \$312,000 under the Kellman Consulting Agreement (exclusive of bonus and benefits), and approximately \$376,928 under the

Tortorello Severance Agreement (exclusive of benefits)). Generally, the remaining obligations of the non-Debtor parties to the Contracts relate to certain restrictive covenants, and the Debtor does not believe any remaining value to be received in connection with such covenants justifies the Debtor's remaining obligations under the Contracts. Moreover, due to Allstate's announcement that it does not expect to renew its Best Efforts Agreement with Safelite when that contract expires in October 2000, the benefit of Mr. Kellman's consulting services relating to that agreement is substantially diminished, if not completely extinguished. Accordingly, the Debtor seeks to reject the Contracts in order to avoid additional administrative expense or damage claims in connection therewith.

16. Nothing contained herein is intended or should be construed as an admission as to the enforceability of the Contracts or the validity of any claims asserted against the Debtor arising from the rejection of the Contracts. The Debtor expressly reserves its right to dispute any claim asserted under the Contracts.

III. PROCEDURE

17. Notice of this motion has been given to (a) the United States Trustee for the District of Delaware, (b) counsel to The Chase Manhattan Bank, as administrative agent for the lenders under the Debtor's prepetition secured financing facility, (c) counsel to the Creditors' Committee, (d) counsel to the Informal Committee, (d) Messrs. Tortorello, O'Brien and Kellman and (e) those parties who have filed notices of appearance and requests for papers pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. The Debtor submits that no other or further notice is needed.

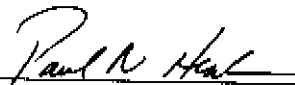
18. No other or prior motion for the relief sought herein has been made to this or any other court.

19. Because this motion does not present any novel issues of law and the authorities relied upon are set forth herein, the Debtor requests that the Court dispense with the requirement of the submission of a memorandum of law, contained in Local District Court Rule 7.1.2(a) and incorporated into the Local Bankruptcy Rules by reference by General Order No. 9D.

IV. CONCLUSION

WHEREFORE, the Debtor respectfully requests the Court enter an order, substantially in the form annexed hereto as Exhibit D, authorizing the rejection of the Contracts and granting such other and further relief as the Court deems just or proper.

Dated: June 27, 2000
Wilmington, Delaware



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-and-

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New York, New York 10019-6099
(212) 728-8000

Co-Counsel for Debtor and
Debtor in Possession

EXHIBIT A

VISTAR, INC.
2 North LaSalle
Suite 2600
Chicago, Illinois 60602

December 18, 1997

William Tortorello
950 North Michigan Avenue
Apartment #3306
Chicago, Illinois 60611

Dear Bill,

As you know, Vistar, Inc., an Illinois corporation (the "Company") has entered into a merger agreement with Safelite Glass Corp., a Delaware corporation ("Safelite") to effectuate a merger of Vistar into Safelite (the "Merger"). The corporation resulting from the Merger is referred to herein as the "Combined Entity." This letter (the "Letter") sets forth the severance package (the "Severance Package") which the Company, Belron (USA) BV, a private company organized under the laws of the Netherlands ("Belron"), Belron International NV, a private company organized under the laws of the Netherlands Antilles ("Belron NV") and Plate Glass & Shatterprufe Industries Limited, a private company organized under the laws of South Africa ("PGSI") agree to provide to you in connection with the Merger, all upon the terms and conditions set forth below:

1. Termination of Employment.

You and the Company agree that your employment shall terminate upon the closing of the Merger (the "Closing") and such termination shall be deemed to be a termination by you for "Good Reason" for purposes of the Second Amended and Restated Employment Agreement between you and the Company dated March 1, 1996 (the "Employment Agreement"), a copy of which is attached hereto as Exhibit A. You and the Company agree that any and all timing or notification requirements for termination of employment under the Employment Agreement shall be satisfied in full by this Letter.

2. "Change in Control" Payments.

Under the Employment Agreement, you and the Company agree that you are entitled to receive the following "change in control" payments:

(a) Base Salary -- Three years of your current base salary payable over three years in accordance with the Company's general payroll policies, which currently provide for semi-monthly payments. These payments will aggregate \$2,100,000 (3 x \$700,000).

(b) Bonus -- Twice the amount of Bonus which you would have been entitled to receive pursuant to Section 6.1 of the Employment Agreement, payable not later than 120 days after the end of the fiscal year in which your employment terminated, which termination will occur in the 1998 fiscal year ending March 31, 1998. Pursuant to Section 6.1(i), you are entitled to three times the bonus received for the fiscal year prior to the fiscal year in which employment is terminated, which will be the bonus received in the 1997 fiscal year which ended on March 31, 1997. This results in a "Change in Control" bonus of six times the bonus you received for the 1997 fiscal year. This payment will be \$2,755,506 (6 x \$459,251).

(c) Benefits -- Continuation of benefits to which you were entitled immediately before termination for a period of three years, plus applicable COBRA benefits thereafter pursuant to the terms of the Employment Agreement, which benefits are set forth on Exhibit A to the Employment Agreement.

3. Payments under the Vistar, Inc. Long-Term Incentive Plan.

Under the terms of the Vistar, Inc. Long-Term Incentive Plan, you shall be entitled to the benefits accrued through the Closing, which, assuming a Closing date of December 18, 1997, would be \$633,849.^{1/} These benefits will be payable in cash at the Closing.

4. Payments under the Vistar, Inc. 1997/1998 Executive Bonus Plan.

Pursuant to the amendment to the Vistar, Inc. 1997/1998 Executive Bonus Plan (the "Bonus Plan"), you shall receive a pro rata incentive award (based on the number of months in the Company fiscal year prior to the Closing) under the Bonus Plan based on 100% of your \$700,000 bonus level under the Bonus Plan. The amount will be paid within ninety (90) days of Closing.

5. Payments for Termination of Participation in Belron/PGSI Incentive Programs.

As of the Closing, your participation in the Plate Glass Incentive Scheme and the Belron International NV Employee Benefit Trust (the "Incentive Programs") shall automatically terminate and you shall have no further rights under the Incentive Programs. In consideration for such termination, Belron shall pay or cause to be paid to you \$1 million in cash at the Closing.

^{1/}As estimated by Scott Pettit.

6. Consulting Payments.

In consideration of your making yourself available as a consultant to the Combined Entity for a period beginning on the Closing and ending on the three-month anniversary of the Closing, Belron International NV shall pay you \$1,125,000 in cash at the Closing.

7. Termination of Employment Agreement.

Upon the Closing, other than Section 5, the Employment Agreement shall be automatically terminated and of no further force and effect and neither you nor the Company shall have any rights or obligations under the Employment Agreement other than pursuant to Section 5 thereof, which shall survive termination of the Employment Agreement and which is incorporated herein by this reference and made a part hereof as though fully set forth herein.

In consideration of the foregoing, the Company, Belron, Belron NV, PGSI and you each agree to execute a mutual general release in the form attached hereto as Exhibit B on the Closing.

The Company and you each agree to execute all further documents and take any further action reasonably required to effectuate the intent of this letter.

This Letter Agreement shall terminate if the Closing does not occur by March 31, 1998.

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Very truly yours,

Vistar, Inc.

Belron (USA) BV

By: [Signature]
Name: Scott Pettit
Title: Vice President

By: _____
Name: _____
Title: _____

Belron International NV

Plate Glass & Shatterprufe Industries Limited

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Accepted and agreed as of the date first written above:

William Tortorello

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Very truly yours,

Vistar, Inc.

Belron (USA) BV

By: _____
Name: _____
Title: _____

By: _____
Name: M. L. SHARINOVSKY
Title: DIRECTOR

Belron International NV

Plate Glass & Shatterprufe Industries Limited

By: _____
Name: M. L. SHARINOVSKY
Title: DIRECTOR

By: _____
Name: M. L. SHARINOVSKY
Title: DIRECTOR

Accepted and agreed as of
the date first written above:

William Tortorello

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Very truly yours,

Vistar, Inc.

Belron (USA) BV

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

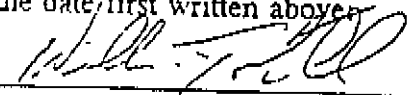
Belron International NV

Plate Glass & Shatterprufe Industries Limited

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Accepted and agreed as of the date first written above



William Tortorello

EXHIBIT A
EMPLOYMENT AGREEMENT

**SECOND AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

This Second Amended and Restated Employment Agreement (the "Agreement") is made and entered into as of this 1 day of March 1996, by and between Globe Glass & Mirror Co., an Illinois corporation (the "Company"), and William F. Tortorello (the "Executive").

WITNESSETH:

WHEREAS, the Company is engaged in the business of fabricating, installing, glazing and selling glass and mirrors for automotive use (the "Business").

WHEREAS, the Company desires to employ the Executive as its Chief Executive Officer, and the Executive desires to serve as Chief Executive Officer of the Company.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties herein contained, the parties agree as follows:

1. Employment. The Company hereby agrees to employ the Executive as its Chief Executive Officer ("CEO") for the Term (as hereinafter defined) and the Executive agrees to such employment on the terms and conditions set forth herein.

2. Duties. As CEO of the Company, the Executive shall perform those duties appropriate to and consistent with his title, and generally associated with that title, and as assigned to him by the Vice Chairman of the Board of Directors of the Company, and the Executive shall have responsibility for all aspects of the Company's business. The Executive shall report to the Vice Chairman of the Board of Directors on a regular basis on the status of the strategy, achieving the synergy and integration of savings, acquisition programs, operating performance and budget and organizational development. Executive acknowledges that from time to time, he may be required to travel for reasonable amounts of time both throughout the United States and abroad.

3. Term. The term of the Executive's employment under this Agreement (the "Term") shall continue through and expire on December 31, 2000, unless earlier terminated as herein provided. In accordance with the provisions of Section 6 hereof, either the Company or the Executive may terminate the Executive's employment.

4. Compensation and Other Benefits.

4.1 Base Compensation. As compensation for services to be rendered pursuant to this Agreement, the Company shall pay the Executive an initial base annual salary per annum, of \$515,000 (the "Base Salary"). The Base Salary may be increased in March of each calendar year beginning in 1996, in the sole discretion of the Board of Directors, who shall consider the Executive's performance, cost of living increases, the financial condition of the Company and its financial performance and prospects, along with other relevant factors. (For purposes of

determining any increase in salary based on an increase in Executive's cost of living, the initial base annual salary shall be deemed to be \$450,000.) The Base Salary shall be payable in accordance with the payroll policies applicable to other comparable executives of the Company as from time to time in effect, less such deductions as shall be required to be withheld pursuant to applicable law and regulations.

4.2 Bonus Compensation. In addition to his Base Salary, the Executive shall be entitled to participate during the Term in the Company's Executive Bonus Plan (75% level) (the "1996 Bonus Plan") for the financial year ending March 31, 1997. The 1996 Bonus Plan will, commencing April 1, 1997, be replaced by a bonus plan which shall be no less favorable than the 1996 Bonus Plan. The replacement bonus plan will be more reflective of the growth objectives of the Company and will be based partially on attainment of budget performance and partially on year to year profit growth. Commencing at the earliest possible entry date, Executive shall be entitled to participate in (a) the Long Term Incentive Plan of each of Plate Glass & Shatterpruffe Industries Limited and Belron International NV at a level comparable to other country heads subject only to such stipulations and directives as may be received from the Board of Trustees of such plans and (b) the Company phantom stock option scheme (at the highest possible level) which scheme will be proposed by management of the Company to the Board of Directors of the Company. Employee hereby acknowledges that he has exercised his rights under the Globe Glass & Mirror Co. Phantom Stock Plan in accordance with the terms thereof, effective immediately prior to the date of this Agreement.

4.3 Miscellaneous Employee Benefits. The Executive shall be permitted during the Term to participate in any and all group life, hospitalization and disability insurance plans, health programs, pension plans, similar benefit plans, and other so-called "fringe benefits" of the Company (collectively, the "Benefits"), which may be available to other comparable senior executives of the Company on the same terms as those made available to such other senior executives and as if the Executive had been employed by the Company for the number of years necessary to afford the Executive the maximum benefits under the plans constituting the Benefits. The Executive will have, at a minimum, those other benefits set forth on Exhibit A hereto.

4.4 General Business Expenses. The Company shall pay or reimburse the Executive for all expenses reasonably and necessarily incurred by the Executive during the Term in the performance of the Executive's services under this Agreement. Such payment shall be made upon presentation of itemized expense statements or vouchers or such other supporting information as the Company may reasonably require.

5. Non-Competition.

5.1 Covenants Against Competition. The Executive acknowledges that: (i) the Company is and will be engaged in the Business; (ii) the Executive is one of the limited number of persons who has, and will have, extensive knowledge of the Business; (iii) the Business is currently conducted in the United States of America; (iv) his work for the Business will give him trade secrets of, and confidential information concerning, the Business; and (v) the agreements and covenants contained in this Section 5 are essential to protect the Business and goodwill of the Company because, if the Executive enters into any activities competitive with the Business,

he will cause substantial harm to the Company. Accordingly, the Executive covenants and agrees as follows:

(i) Non-Compete. For a period (the "Restricted Period") commencing on the date hereof and terminating (A) two years subsequent to the date the Company or the Executive terminates the Executive's employment within 12 months following a Change of Control (as hereinafter defined) in accordance with the provisions of Section 7.1 hereof or (B) two years subsequent to the date the Executive's employment terminates for any other reason (the "Termination Date"), the Executive shall not, directly or indirectly, within the United States, (i) enter into or engage for himself in the business of the fabrication, glazing, sale and installation of automobile glass (or such other business as the Company may be engaged in at the date of Executive's termination); (ii) enter the employ of, or render any personal services to, in any executive, managerial, administrative or consulting capacity, any Person engaged in such business, unless such employment or services do not in any way relate to such business; or (iii) receive a financial interest in any such Person in any capacity, including, without limitation, as an individual, partner, shareholder, officer, director, principal, agent or trustee; provided, however, that the Executive may own, directly or indirectly, solely as an investment, securities traded on any national securities exchange of any business the Executive is not a controlling person of, or a member of a group that controls such Person and does not, directly or indirectly, own five percent or more of any class of securities of such Person. For purposes of this paragraph, the term "render any personal services to, in any executive, managerial, administrative or consulting capacity" shall mean having any involvement whatsoever in creating, controlling, directing, managing or administering the overall policy making or day-to-day operations of any Person as that term is defined in this Agreement. In agreeing to the terms of this paragraph, the Executive expressly states that he has the means to support himself and his dependents other than by engaging in such a business and that the provisions of this paragraph will not impair such ability. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not restrict the Executive, after the Termination Date, from engaging in, or being employed by, rendering any services to, having a financial interest in or otherwise having a relationship with, any Person engaged in, the personal property and casualty insurance business, including such business (and management systems and computer systems) as it relates to adjusting or otherwise processing claims, including claims for the repair and replacement of personal property, including automobiles and automobile glass, so long as such activities are not competitive with those of the Company.

(ii) Non-Solicitation. During the Restricted Period the Executive shall not whether on his own account or on behalf of any other person, firm or Company:

(A) Cause or induce, or attempt to cause or induce, any present or future employee of the Company to terminate his or her employment with the Company;

(B) Without the prior written consent of the company, directly or indirectly solicit or endeavor to entice away from employment with the Company or any company which is a Subsidiary of Belron International NV

("Belron") any person who is an employee of the Company or Belron at the time of the termination of this Agreement or has been such an employee within 12 months prior to such termination;

(c) Without the prior written consent of the Company, directly or indirectly, solicit or entice away in competition with the Company, any person, firm, company or other organization who was a customer of the Company at any time during the period of one year immediately prior to the termination of this Agreement, in relation to goods or services dealt in or provided by any part or division of or for which he had some responsibility at any time during said one year period, and with whom he had personal contact or dealings, or with whom any employees reporting to him had personal contact or dealings, or for whom he was directly or indirectly responsible, provided that this restriction shall not apply in relation to the solicitation of any person, firm or company who is already a customer of any person firm or company for or with which the Executive is working following such termination.

(iii) Confidential Information. During and after the Restricted Period, the Executive shall keep secret and retain in strictest confidence, and shall not use for the benefit of himself or others, all confidential matters of the Business, including, without limitation, "know-how," trade secrets, customer lists, supplier lists, details of contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans of the Business, Company or any of its affiliates learned by the Executive heretofore or hereafter; provided however, that the term "confidential matters" of the Business shall not include information (i) which was or becomes generally available to the public other than as a result of disclosure by the Executive, (ii) which could readily be known or determined without being employed by the Company or which enters the public domain through no breach of the Executive's obligations to the Company, (iii) which the Executive properly acquired prior to his employment with the Company, (iv) which the Executive properly acquired or acquires from parties independent of the Company, or (v) which the Executive is required to disclose by any law, regulation or order of any court or regulatory commission, department or agency.

(iv) Property of the Company. All memoranda, notes, lists, records and other documents or papers (and all copies thereof), including such items stored in computer memories, on microfiche or by any other means, made or compiled by or on behalf of the Executive, or made available to the Executive relating to the Business, are and shall be the Company's property and shall be delivered to the Company promptly upon the Executive's termination of employment unless such information is necessary to enable the Executive to file any federal or state tax return or make any other report or filing or take any other action required by any law, regulation or order of any court or regulatory commission, department or agency, in which case the Executive may retain a copy, solely for such purposes.

5.2 Rights and Remedies Upon Breach. If the Executive breaches, or threatens to commit a breach of, any of the provisions of Section 5.1 (the "Restrictive Covenants"), the Company shall have the following rights and remedies, each of which shall be independent of

the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity:

(A) Termination of this Agreement. The right and remedy to terminate this Agreement (other than the provisions of this Section 5); provided, however, that the Company shall pay the Executive the pro rata portion of any unpaid Base Salary or other Benefit accrued up to such Termination Date.

(B) Specific Performance. The right and remedy to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company.

(C) Accounting. The right and remedy to require the Executive to account for and pay over to the Company, as the case may be, all compensation, profits, monies, accruals, increments or other benefits derived or received by the Executive or his affiliates as the result of any transactions constituting a breach of the Restrictive Covenants.

(D) Severability of Covenants. The Executive acknowledges and agrees that the Restrictive Covenants are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

(E) Blue-Penciling. If any court determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the duration or geographic scope of such provision, such court shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable.

(F) Enforceability in Jurisdiction. The Company and the Executive intend to and hereby confer jurisdiction to enforce the Restrictive Covenants upon the courts of any jurisdiction within the geographical scope of the Restrictive Covenants. If the courts of any one or more of such jurisdictions hold the Restrictive Covenants unenforceable by reason of the breadth or such scope or otherwise, it is the intention of the Company and the Executive that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdiction within the geographical scope of the Restrictive Covenants, as to breaches of such covenants in such other respective jurisdictions, such covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

6. Termination of Employment.

6.1 Termination upon 90-Days' Prior Written Notice. Either the Company or the Executive may terminate the Executive's employment during the Term or any renewal thereof by delivery to the other party of a written notice (the "Termination Notice") not less than ninety (90) days prior to the date designated in the Termination Notice as the date the Executive's employment is terminated.

(i) Subject to the provisions of Section 7.1 hereof, if the Company exercises its rights to terminate the Executive's employment other than for Cause or Disability (as hereinafter defined), it shall be required to pay to the Executive: (a) the Executive's Base Salary, Bonus and Benefits accrued up to the date set forth as the Termination Date in the Termination Notice, and (b) a severance payment equal to three years of the Executive's then current Base Salary (the "Severance"). The Severance will be paid on a periodic basis in accordance with the executive payroll policies of the Company as from time to time in effect (but not less frequently than biweekly), less such deductions as shall be required to be withheld pursuant to applicable law and regulations. Furthermore, the Company shall be required to maintain for the Executive and his dependents the Benefits to which the Executive was entitled immediately preceding the date of the Executive's termination for the three-year period expiring on the third anniversary of the Termination Date. Following such three-year period, the Executive shall be entitled to all of his rights under COBRA to the fullest extent allowed for a period of an additional 18 months. In addition, the Executive shall be entitled to receive and the Company shall pay as a bonus three lump sum payments to the Executive, each equal to the Bonus he received for the fiscal year preceding the fiscal year in which his employment is terminated. The first of such lump sum payments shall be made no later than 120 days following the end of the fiscal year in which the Executive was terminated pursuant to this Section 6.1, the second of such payments shall be made not later than 120 days following the end of the second fiscal year following the fiscal year in which the Executive was terminated and the third of such payments shall be made not later than 120 days following the end of the third fiscal year following the fiscal year in which the Executive was terminated. The Severance and lump sum Bonus payable hereunder shall be paid to the Executive's estate in the event the Executive dies before the Company fully discharges the obligations hereunder and the Benefits (other than pension and similar benefits) shall continue to be made available to the Executive's dependents (to the extent such dependents were otherwise permitted to participate in such Benefits), until the third anniversary of the Termination Date pursuant to this Section 6.1, notwithstanding the Executive's death. The amounts payable to the Executive hereunder shall be the only remedy, legal or equitable, available to the Executive for termination as result of the Company's giving a Termination Notice and such amounts shall constitute liquidated damages.

(ii) If the Executive exercises his rights to terminate his employment pursuant to this Section 6.1, other than for Good Reason (as defined in Section 9.1(ii)), the Company shall not be obligated to pay the Severance or the Benefits or the Bonus and the Executive shall be entitled to receive only his Base Salary, Bonus and Benefits accrued through the Termination Date as set forth in the Termination Notice. Notwithstanding the foregoing, if the Executive voluntarily terminates his employment, whether or not upon 90 days' prior written notice, for Good Reason as set forth in any of subsections (a) through (f) of Section 9.1(ii) hereof, any such voluntary termination which takes place within 90 days of an event constituting Good Reason shall be deemed to be a termination by the Company and, except as otherwise provided in Section 7.1 hereof, the Executive shall be entitled to receive the Severance, Benefits and Bonus as provided in subsection (i) of this Section 6.1.

6.2 Termination Upon Death If the Executive dies during the Term or any renewal hereof, this Agreement shall terminate except that the Executive's legal representatives shall be entitled to receive the Executive's Base Salary, Bonus and Benefits accrued up to the date of the Executive's death.

6.3 Termination Upon Disability. If, during the Term or any renewals hereof, the Executive becomes physically or mentally disabled, whether totally or partially, as evidenced by the written statement of a competent physician selected by the mutual agreement of the Company and the Executive and licensed to practice medicine in the United States, so that the Executive is unable substantially to perform his services hereunder (i) for a period of six (6) consecutive months or (ii) for shorter periods aggregating six (6) months during any twelve-month period if the condition causing such disability is continuing beyond such 12-month period, the Company may at any time thereafter terminate this Agreement as if he had died on the termination date (except for disability insurance benefits). Nothing in this Section 6.3 shall be deemed to extend the Term.

6.4 Termination for Cause. The Company has the right, at any time during the Term or any renewal thereof, exercisable by serving notice, effective in accordance with its terms, to terminate the Executive's employment under this Agreement for "Cause" (as hereinafter defined). If such right is exercised, the Company's obligation to the Executive shall be limited to the payment and/or satisfaction of unpaid Base Salary and Benefits accrued up to the effective date specified in the Company's notice of termination. As used in this Section 6, the term "Cause" shall mean (i) chronic alcoholism or drug addiction; (ii) misappropriation of any money or other assets or properties of the Company or any affiliate of the Company other than an isolated, insubstantial and unintentional misappropriation which is promptly remedied by the Executive after receipt of notice thereof given by the Company; (iii) willful and material breach by the Executive of the terms of this Agreement; or (iv) the conviction of the Executive for a felony.

7. Change in Control

7.1 Severance Upon a Change in Control. Notwithstanding the provisions of Section 6.1, if (a) the Executive's employment is involuntarily terminated within 24 months following a Change in Control (as hereinafter defined) and such termination is other than a termination upon the Executive's death or disability (as provided for in Sections 6.2 and 6.3 respectively) or for Cause (as provided in Section 6.4) or (b) the Executive voluntarily terminates his employment for Good Reason (as hereinafter defined) within 24 months following a Change in Control, then the Executive shall be entitled to receive, as Change of Control payments and benefits, the following:

(i) the Executive's Base Salary, Bonus and Benefits accrued up to the date set forth as the Termination Date in the Termination Notice;

(ii) an amount equal to three years of the Executive's then current Base Salary payable in accordance with the payroll policies of the Company as from time-to-time in effect (but not less frequently than bi-weekly), less such deductions as shall be required to be withheld pursuant to applicable law and regulations;

(iii) twice the amount of bonus which the Executive would have been entitled to receive pursuant to the provisions of Section 6.1(i), which bonus shall be paid not later than 120 days after the end of the fiscal year in which Executive's employment has been terminated; and

(iv) a continuation of the Benefits pursuant to Section 4.3 hereof to which the Executive was entitled immediately prior to the termination of employment, for a period of three years following the Executive's termination of employment, plus the COBRA benefits specified in Section 6.1(i) hereof.

7.2 Continuation of Benefits in Event of the Executive's Death. The Change of Control severance payments payable in accordance with subsections (i), (ii) and (iii) of Section 7.1 and the Benefits to which the Executive (and, accordingly, his dependents) is entitled in accordance with subsection (iv) of Section 7.1 shall be paid to the Executive's estate and/or continued for the benefit of the Executive's dependents until the third anniversary of the Termination Date, notwithstanding the Executive's death and the COBRA benefits specified in Section 6.1(i) hereof shall commence on such third anniversary date.

7.3 Exclusive Remedy. The amounts payable to the Executive hereunder shall be the only remedy, legal or equitable, available to the Executive for termination as a result of a Change of Control and shall constitute liquidated damages.

8. Insurance. The Company may, from time to time, apply for and take out, in its own name and at its own expense, naming itself or others as the designated beneficiaries (which it may change from time to time), policies for life, health, accident, disability or other insurance upon the Executive in any amount(s) that it may deem necessary or appropriate to protect its interests. The Executive agrees to use his reasonable efforts to assist the Company in procuring any such insurance by submitting to medical examinations and by filling out, executing and delivering such applications and other instruments in writing as may reasonably be required by an insurance company or companies to which any application for insurance may be made by or for the Company.

9. Other Provisions.

9.1 Certain Definitions. As used in this Agreement, the following terms have the following meanings unless the context otherwise requires:

(i) Change of Control. For purposes of this Agreement, a "Change of Control" shall mean:

(a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority or more of either (i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled

to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company (excluding an acquisition by virtue of the exercise of a conversion privilege), (ii) any acquisition by the Company, (iii) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, (iv) any acquisition by any corporation pursuant to a reorganization, merger or consolidation, if, following such reorganization, merger or consolidation, the conditions described in clauses (A) and (B) of subsection (b) of this Section 8.1(iii)(a) are satisfied, or

(b) Approval by the shareholders of the Company of a reorganization, merger or consolidation, in each case, unless, following such reorganization, merger or consolidation, (A) a majority or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such reorganization, merger or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger or consolidation, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (B) no Person (excluding the Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such reorganization, merger or consolidation and any Person beneficially owning, immediately prior to such reorganization, merger or consolidation, directly or indirectly, a majority or more of the Outstanding Company Common Stock or Outstanding Voting Securities, as the case may be) beneficially owns, directly or indirectly, a majority or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors.

(c) Notwithstanding anything herein to the contrary, in the event of a merger, reorganization or consolidation whereby (i) all of the parties to such merger, reorganization or consolidation are affiliates of Beltron and (ii) (A) a majority or more of the outstanding shares of Common Stock of the Company is acquired by a Subsidiary of South African Breweries Limited (an SAB Subsidiary) or (B) a majority or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of the directors of the Company is acquired by an SAB subsidiary, then such merger, reorganization or consolidation shall not constitute a Change in Control.

(ii) "Good Reason" shall mean

(a) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 2 or any other action by the Company which results in a diminution of such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial or inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(b) any failure by the Company to comply with any of the provisions of Section 4, other than an isolated, insubstantial or inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(c) the Company's requiring the Executive to be based at any office or location outside of a 50 mile radius of Company's current principal place of business;

(d) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by Sections 6.1, 6.2 6.3 and 6.4 of this Agreement; or

(e) any failure by the Company to comply with and satisfy Section 9.6(c), provided that such successor has received at least ten days' prior written notice from the Company or the Executive of the requirements of Section 9.6(c).

(f) the Company's removal of the Executive from, or failing to re-elect the Executive to, the Board of Directors of the Company for any reason, other than as a result of a termination for Cause.

(iii) "Person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental or regulatory body or other entity.

9.2 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally or, if mailed, five days after the date of deposit in the United States mail, as follows:

(i) if to the Company, to:

Globe Glass & Mirror Co.
2 North LaSalle Street, 26th Floor
Chicago, Illinois 60602
Attention: Board of Directors

with a copy to:

Director: Group Legal Services
Belron International
c/o The Kings Observatory
Old Deer Park Richmond
Surrey TW9 2AZ
ENGLAND
Attention: Louis Shakinovsky

(ii) if to the Executive, to:

William F. Tortorello
950 N. Michigan Avenue
Apartment 2904
Chicago, Illinois 60611

with a copy to:

Katten Muchin & Zavis
525 West Monroe Street - Suite 1600
Chicago, Illinois 60661
Attention: David R. Shevitz, Esq.

Any party may change its address for notice hereunder by notice to the other party hereto.

9.3 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto, including that certain First Amendment to Employment Agreement between Globe Glass & Mirror Co. and Executive dated November 10, 1995.

9.4 Waivers and Amendments. This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9.5 Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Illinois applicable to agreements made and to be performed entirely within such State.

9.6 Successors.

(a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

9.7 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.8 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE COMPANY:

GLOBE GLASS & MIRROR CO.

By: Joseph M. ...

Its: Chairman

Executive: William F. Tortorello

William F. Tortorello

CH0002A/221603.A

EXHIBIT AOTHER BENEFITS

<u>Continuing Benefits</u>	<u>Estimated Annual Amounts</u>
Profit Sharing	\$6,000
Deferred Compensation—Company Matching (25% of first 10%)	\$19,841
401K Plan—Company Matching (25% of first 6%)	\$2,310
Automobile Lease, including maintenance and insurance	\$23,527
Split Dollar Value Life Insurance having an aggregate face amount of \$2,900,000, with beneficiaries designated by Executive	\$68,200
Group Term Life having a face amount of \$300,000, with beneficiaries designated by Executive	\$2,352
Group Health for Executive and his spouse and dependents	\$4,200
Excess Health for Executive and his spouse and dependents	\$2,318
<u>Reimbursement of legal fees, estimated amount</u>	\$2,000

DOCUMENT #: CHG002A (3830-00024-9) 221603.7 DATE:03/01/96 TIME:12.02

EXHIBIT B
MUTUAL RELEASE

2A/342755.5

**FORM OF
MUTUAL GENERAL RELEASE**

THIS AGREEMENT is made and entered into as of the ____ day of December, 1997, by and among Vistar, Inc., an Illinois corporation ("Vistar"), Belron (USA) BV, a private company organized under the laws of the Netherlands ("Belron"), Belron International NV, a private company organized under the laws of the Netherlands Antilles ("Belron NV"), Plate Glass & Shatterprufe Industries Limited, a private company organized under the laws of South Africa ("PGSI") and William Tortorello ("Tortorello").

R E C I T A L S:

WHEREAS, pursuant to that certain Letter Agreement, dated December __, 1997, by and among Vistar, Belron, Belron NV, PGSI and Tortorello (the "Letter Agreement"), Vistar, Belron, PGSI and Tortorello have agreed to enter into a mutual general release (except as to obligations under the Letter Agreement) between Vistar, Belron, Belron NV, PGSI and Tortorello; and

WHEREAS, pursuant to the Letter Agreement, the Company and Tortorello have agreed that Tortorello's employment shall terminate upon the Closing of the Merger (as defined therein).

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth in the Letter Agreement and hereinafter set forth, and for other good and valuable consideration set forth in the Letter Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Release by Tortorello. Tortorello, on behalf of himself and each of his heirs, executors, successors and assigns (collectively the "Tortorello Parties"), does hereby remise, release and forever discharge Vistar, Belron, Belron NV, PGSI and their respective officers, directors, shareholders, affiliates, successors and assigns (collectively the "Vistar Parties") of and from all manner of actions, cause, and causes of action, suits, debts, sums of money, accounts, covenants, controversies, agreements, damages, judgments, executions, claims and demands, whatsoever, at law or in equity, which any of the Tortorello Parties now has, or ever had, or hereafter may have, against any of the Vistar Parties, for, upon or by reason of any matter, cause or thing whatsoever, on or at any time prior to the date hereof; provided, however, that nothing herein shall be deemed to release the Vistar Parties from their obligations under the Letter Agreement or any agreements or instruments being entered into pursuant to the Letter Agreement. Without limiting the generality of the preceding sentence, the released claims specifically include any and all claims arising or which could have arisen out of Tortorello's employment relationship with the Company and/or his resignation therefrom under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. §1981, the Civil Rights Act of 1991, Pub. L. No. 102-166, the Age

Discrimination in Employment Act, as amended, 29 U.S.C. §621 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, the National Labor Relations Act, 29 U.S.C. §151 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 *et seq.*, the Family and Medical Leave Act, 29 U.S.C. §2601 *et seq.*, Federal Executive Order 11246, the Constitution for the State of Illinois, the Illinois Human Rights Act, the Illinois Wage Payment and Collections Act and any other federal, state or local statute, law, ordinance, regulation or order regarding employment, discrimination in employment or the separation from employment and the common law of any state relating to employment contracts, wrongful discharge, public policy torts, remuneration in employment or any other matter. Notwithstanding the foregoing, this Agreement shall not release the Vistar Parties for any matters involving wilful misconduct on the part of the Vistar Parties.

2. Release by Buyer Vistar and Belron. Vistar and Belron, on behalf of themselves and the Vistar Parties, do hereby remise, release and forever discharge the Tortorello Parties of and from all manner of actions, cause, and causes of action, suits, debts, sums of money, accounts, covenants, controversies, agreements, damages, judgments, executions, claims and demands, whatsoever, at law or in equity, which any of the Vistar Parties now has, or ever had, or hereafter may have, against any of the Tortorello Parties, for, upon or by reason of any matter, cause or thing whatsoever, on or at any time prior to the date hereof; provided, however, that nothing herein shall be deemed to release the Tortorello Parties from their obligations under the Letter Agreement or any agreements or instruments being entered into pursuant to the Letter Agreement. Notwithstanding the foregoing, this Agreement shall not release the Tortorello Parties for any matters involving wilful misconduct on the part of the Tortorello Parties.

3. Captions. Captions used in this Agreement are for convenience only and shall not affect the construction or interpretation of any section or subsection.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original without production of the others.

5. Recitals. The recitals in this Agreement are hereby incorporated into and made an integral part of this Agreement.

6. Invalidity; Severability. In the event any provision or portion of any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as applied to any fact or circumstance, the remaining provisions and portions of this Agreement and the same provision as applied to any other fact or circumstance shall not be affected or impaired thereby, and shall remain valid and enforceable.

7. Waiver. No failure of any party to exercise any right or remedy given such party under this Agreement or otherwise available to such party or to insist upon strict compliance by any other party with its obligations hereunder, and no custom or practice of the parties in

variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof, unless such waiver is set forth in writing and executed by such party.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws and judicial decisions of the State of Illinois, without regard to conflicts of laws principles.

9. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and supersedes all previous written or oral negotiations, commitments and writings with respect to the subject matter hereof. This Agreement may be amended only by a written instrument signed by each party hereto.

10. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict construction will be applied against any party hereto.

11. Review of Agreement. Tortorello acknowledges that before entering into this Agreement, he has had the opportunity to have twenty-one days to review this Agreement with counsel of his choosing. Tortorello further acknowledges that he used as much of the twenty-one day period as he desired before entering into this Agreement.

12. Acknowledgements and Agreements. Tortorello acknowledges and agrees that (a) he freely and voluntarily entered into this Agreement, (b) before entering into this Agreement, he was advised to consult an attorney of his choice, (c) he had an opportunity and sufficient time to review this Agreement with his attorney and (d) he fully understands the terms of this Agreement.

13. Revocation. Tortorello understands that he may revoke this Agreement within seven days of his signing this Agreement by providing written notification of such revocation before the expiration of seven days to Vistar at 2 North LaSalle, Suite 2600, Chicago, Illinois 60602.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

VISTAR, INC.

By: _____
Its: _____

BELRON (USA) BV

By: _____
Its: _____

BELRON INTERNATIONAL NV

By: _____
Its: _____

PLATE GLASS & SHATTERPRUFE INDUSTRIES LIMITED

By: _____
Its: _____

William Tortorello

DOCUMENT #: CHG002A (33820-00064-5) 342781.3; DATE: 12/16/97; TIME: 14:14

EXHIBIT B

John Barlow
President & CEO
1105 Schrock Road
7th Floor
Columbus, OH 43229

(614) 842-3338
Fax (614) 842-3201
Email: johnbarlow@safelite.com

Safelite.

September 14, 1998

Thomas O'Brien
526 Blackstone
La Grange, IL 60525

Re: Termination Notice

Dear Mr. O'Brien:

This letter will constitute the Termination Notice referred to in section 6.1 of your Employment Agreement dated November 17, 1997. Your termination date is sixty days from your receipt of this letter. Nov 13, 1998

Under the terms of your Employment Agreement, you will receive your Base Salary and Benefits through the termination date, and Severance equal to your Base Salary (which is \$350,000 per year) from the termination date through the end of the Term of the Employment Agreement (December 18, 2000). The Severance will be paid in accordance with the payroll policies of Safelite as from time to time in effect, minus such deductions as shall be required to be withheld pursuant to applicable law and regulations.

Pursuant to its terms, the non-qualified stock option granted to you as of March 26, 1998, which cannot be exercised prior to March 26, 1999, will terminate on the last day of the second month following your termination date.

You will be paid for any vacation earned but unused as of your termination date in accordance with Safelite's standard practice.

You are reminded that your Employment Agreement contains certain covenants not to compete and not to disclose or use certain confidential information (see sections 5.1 and 5.3 of your Employment Agreement). You are also reminded that all memoranda, notes, lists, records, and other documents or paper (and all copies thereof), including such items stored in computer memories, on microfiche, or by any other means, made or compiled by you or on your behalf, or made available to you relating to Safelite's Business, are the property of Safelite and shall be delivered to Safelite on or before your termination date.

Sincerely,

Safelite Glass Corp.

By: 
John F. Barlow

971113A
97-11-01-324

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into as of this 17th day of November, 1997, by and between Safelite Glass Corp., a Delaware corporation (the "Company"), and Thomas O'Brien (the "Executive").

WITNESSETH:

WHEREAS, the Company is engaged in the business of manufacturing automobile and truck windshields, selling and installing automobile and truck windshields and other automobile glass, repairing windshields, selling and installing certain automobile and truck accessories, and providing certain other services, including, without limitation, first notice of loss, scheduling, audit, and invoice payment and processing services for the insurance industry with respect to the type of products and/or services provided by the Company (the "Business");

WHEREAS, the Company desires to employ the Executive in the capacity of Executive Vice President-Field Operations and the Executive desires to be so employed on the terms and conditions described herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties herein contained, the parties agree as follows:

1. Employment. The Company hereby agrees to employ the Executive as the Executive Vice President-Field Operations for the Term (as hereinafter defined) and the Executive agrees to accept such employment on the terms and conditions set forth herein. The Executive shall be based in the Chicago, Illinois, metropolitan area unless otherwise mutually agreed, it being understood and agreed that the Executive's duties will require a certain amount of travel.

2. Duties. As Executive Vice President-Field Operations, the Executive shall perform those duties assigned to him from time to time by the President and Chief Executive Officer of the Company.

3. Term. The initial term of the Executive's employment under this Agreement (the "Term") shall commence as of the date of the closing of the merger between the Company and Vistar, Inc. ("Vistar") and shall continue through and expire on the third anniversary thereof unless earlier terminated as herein provided.

4. Compensation and Other Benefits.

4.1 Base Compensation. As compensation for services to be rendered pursuant to this

Agreement, the Company shall pay the Executive a base annual salary of no less than \$300,000 (the "Base Salary"). The Base Salary shall be reviewed at the same time as the compensation of the other senior executives of the Company are reviewed and may be increased from time to time at the discretion of the Company's President and Chief Executive Officer. The Base Salary shall be payable in accordance with the payroll policies of the Company as from time to time in effect, less such deductions as shall be required to be withheld pursuant to applicable law and regulations.

4.2 Bonus Compensation. In addition to his Base Salary, the Executive will be entitled to participate in a bonus plan that will be available to other comparable executives of the Company generally, provided the Executive meets the requirements of the bonus plan.

4.3 Miscellaneous Employee Benefits. The Executive shall be permitted during the Term, if and to the extent eligible, to participate in any group life, hospitalization, or disability insurance plan, health program, or pension plan, or any similar benefit plan or so-called "fringe benefits" of the Company (collectively, the "Benefits"), that may be available to other comparable executives of the Company generally on the same terms as such other executives. The Executive shall be entitled to four weeks of paid vacation each year during the Term.

4.4 General Business Expenses. The Company shall pay or reimburse the Executive for all expenses reasonably and necessarily incurred by the Executive during the Term in the performance of the Executive's services under this Agreement. Such payment shall be made upon presentation of itemized expense statements or vouchers or such other supporting information as the Company may require. It is understood and agreed that the Executive shall be entitled to first class upgrades on business travel for the Company.

4.5 Compensation for Loss of Certain Benefits. The parties agree that the Company shall increase the Executive's Base Salary by an amount that is mutually agreed to as compensation for the loss of certain medical coverage, car allowances, and other executive benefits provided to the Executive by his current employer (Vistar) that will not be provided to him by the Company.

4.6 Option. Subject to the adoption of a new stock option plan by the Company or the modification of the existing plan to allow for the grant, the Executive shall be granted an option to purchase at least 30,000 shares of common stock of the Company (with the class or type of common stock to be determined by the Company) at a price and upon such other terms and conditions as may be approved by the Stock Option Committee of the Company's Board of Directors.

4.7 Signing Bonus. Immediately following the closing of the merger between the Company and Vistar, the Company will pay the Executive a signing bonus of \$650,000, less such deductions as shall be required to be withheld pursuant to applicable law and regulations.

4.8 Vistar Incentive Payments. It is understood and agreed that the Executive will be eligible for a pro rata payment of an annual bonus from Vistar, and the Company hereby agrees to make a pro rata payment to the Executive for the period from the date of the merger between the

Company and Vistar to the end of the Company's fiscal year based on Vistar's calculation of the bonus earned by the Executive. For the Company's fiscal year 1999, the Executive shall be eligible for a bonus payment equal to the greater of (i) the amount of his bonus as calculated in accordance with the Company's bonus plan in effect for said fiscal year and (ii) \$150,000.

5. Non-Competition.

5.1 Covenants Against Competition. The Executive acknowledges that: (i) the Company is and will be engaged in the Business; (ii) the Business is currently conducted in the United States of America; (iii) his work for the Business will give him trade secrets of, and confidential information concerning, the Business; and (iv) the agreements and covenants contained in this Section 5 are essential to protect the Business and goodwill of the Company. Accordingly, the Executive covenants and agrees as follows:

(i) Non-Compete. For a period (the "Restricted Period") commencing on the date of the closing of the merger between the Company and Vistar and terminating on the latter of (a) the fourth anniversary of said merger and (b) one year subsequent to the date the Executive's employment is terminated for any reason (collectively, a "Termination Date") the Executive shall not, anywhere in the United States, directly or indirectly (i) enter into or engage in any business that is substantially the same as the Business; (ii) enter the employ of, or render any personal services to, any person engaged in such activities; (iii) receive a financial interest in any such person in any capacity, including, without limitation, as an individual, partner, shareholder, officer, director, principal, agent, or trustee; provided, however, that the Executive may own, directly or indirectly, solely as an investment, securities of any business traded on any national securities exchange provided the Executive is not a controlling person of, or a member of a group that controls, such person and does not, directly or indirectly, own five percent or more of any class of securities of such person; or (iv) solicit or attempt to solicit any associate of the Company to terminate employment with the Company, or employ any person who was employed by the Company at the time the Executive's employment by the Company terminated.

(ii) Confidential Information. During and after the Restricted Period, the Executive shall keep secret and retain in strictest confidence, and shall not use for the benefit of himself or others, all confidential matters of the Business, including, without limitation, "know-how," trade secrets, customer lists, supplier lists, details of contracts, pricing policies, operational methods, marketing plans or strategies, and product development techniques or plans of the Business, Company, or any of its affiliates learned by the Executive heretofore or hereafter; provided however, that the term "confidential matters" of the Business shall not include information that was or becomes generally available to the public other than as a result of disclosure by the Executive.

(iii) Property of the Company. All memoranda, notes, lists, records, and other documents or papers (and all copies thereof), including such items stored in computer

memories, on microfiche, or by any other means, made or compiled by or on behalf of the Executive, or made available to the Executive relating to the Business, are and shall be Company's property and shall be delivered to the Company promptly on the request of the Company.

(iv) Reasonableness. The Executive represents that his experience and capabilities are such that the provisions hereof will not prevent him from earning a livelihood. It is understood and agreed that in view of the unique and essential nature of the services the Executive is to perform under this Agreement, irreparable injury would befall the Company should he violate the terms hereof. The Executive hereby acknowledges that the period of restriction and geographic area of restriction imposed by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company, and expressly waives any objection to or defense in respect to the geographic area of restriction and/or period of restriction on competition provided for in this Agreement and agrees that said restriction may be enforced by the Company in an action for injunction and/or in an action for monetary damages. In the event that any of the provisions of this Agreement relating to the geographic area of restriction or the period of restriction shall be determined by a court of competent jurisdiction to exceed the maximum area or period of time that such court would deem enforceable, the geographic area of restriction and the period of restriction shall, for the purposes of this Agreement, be reduced to the maximum area or period that such court would deem valid and enforceable.

5.2 Rights and Remedies Upon Breach. If the Executive breaches, or threatens to commit a breach of, any of the provisions of Section 5.1 (the "Restrictive Covenants"), the Company shall have the following rights and remedies, each of which shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity.

(A) Termination of this Agreement. The Company shall have the right to immediately terminate this Agreement (other than the provisions of this Section 5); provided, however, that the Company shall pay the Executive any unpaid Base Salary or other Benefit that has accrued up to the Termination Date.

(B) Specific Performance. The right and remedy to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company.

(C) Accounting. The right and remedy to require the Executive to account for and pay over to the Company, as the case may be, all compensation, profits, monies, accruals, increments, or other benefits derived or received by the Executive or his affiliates as the result of any transactions constituting a breach of the Restrictive Covenants.

(D) Severability of Covenants. The Executive acknowledges and agrees that the Restrictive Covenants are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

(E) Blue-Penciling. If any court determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the duration or geographic scope of such provision, such court shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable.

(F) Unenforceability in Jurisdiction. The Company and the Executive intend to and hereby confer jurisdiction to enforce the Restrictive Covenants upon the courts of any jurisdiction within the geographical scope of the Restrictive Covenants. If the courts of any one or more of such jurisdictions hold the Restrictive Covenants unenforceable by reason of the breadth or scope, or otherwise, it is the intention of the Company and the Executive that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdiction within the geographical scope of the Restrictive Covenants, as to breaches of such covenants in such other respective jurisdictions, such covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

5.3 Inventions: Confidential Information. The Executive agrees that (i) any and all inventions, products, discoveries, improvements, processes, formulae, manufacturing methods, or techniques, designs, or styles made, developed, or created by him (alone or in conjunction with others, during regular hours of work or using the facilities or resources of the Company) during his term of employment by the Company (hereunder or otherwise) and for a period of three (3) years thereafter that may be directly or indirectly useful in or related to the business of, or tests being carried out by, the Company or any of its affiliates (collectively, hereinafter referred to as "Inventions") shall be promptly disclosed to the Company and shall be the Company's exclusive property; (ii) the Executive will, upon the Company's request, execute any documents necessary or advisable in the opinion of the Company to direct issuance of patents to the Company with respect to Inventions that are to be the Company's exclusive property or to vest in the Company title to such Inventions, the expense of securing any patent, however, to be borne by the Company; (iii) the Executive will keep confidential and will hold for the Company's sole benefit any Invention that is to be the Company's exclusive property for which no patent is issued; (iv) the Executive will not, without the prior written consent of the Company, use for his benefit or disclose (except in the ordinary course of his employment) any information that is obtained or developed by him while in the employ of the Company with respect to any of the Inventions or any of the Company's customers, suppliers, services, goods, employees, financial affairs, or methods of design, distribution, procurement, or manufacture that are confidential and proprietary, or take with him upon leaving the Company's employ any document or paper relating to any of the foregoing. The provisions of this Section shall be binding upon the heirs, successors, and personal representatives of the Executive.

6. Termination of Employment.

6.1 Termination upon 60-Day Prior Written Notice. Either the Company or the Executive may terminate the Executive's employment by delivery to the other party of a written notice (the "Termination Notice") not less than 60 days prior to the date designated in the Termination Notice as the date the Executive's employment is terminated.

(i) If the Company exercises its rights under this Section 6.1 or if the Company terminates the Executive's employment without Cause (as hereinafter defined), it shall be required to pay to the Executive (a) the Executive's Base Salary and Benefits accrued up to the date set forth as the termination date in the Termination Notice and (b) a severance payment equal to the greater of (x) one year of the Executive's then current base salary and (y) the Executive's current Base Salary from the termination date in the Termination Notice through the end of the Term hereof (the "Severance"). The Severance will be paid in accordance with the payroll policies of the Company as from time to time in effect, less such deductions as shall be required to be withheld pursuant to applicable law and regulations. The Severance payable hereunder shall be paid to the Executive's estate in the event the Executive dies before the Company fully discharges the obligations hereunder. The amounts payable to the Executive for termination as result of the Company's giving a Termination Notice or if the Executive is terminated without Cause shall constitute liquidated damages.

(ii) If the Executive exercises his rights to terminate his employment pursuant to this Section 6.1, the Company shall not be obligated to pay the Severance and the Executive shall be entitled to receive only his Base Salary and Benefits accrued through the date of the termination date set forth in the Termination Notice.

6.2 Termination Upon Death. If the Executive dies during the Term or any renewal thereof, this Agreement shall terminate except that the Executive's legal representatives shall be entitled to receive the Executive's Base Salary and Benefits accrued up to the date of the Executive's death, including, without limitation, the right to receive any life insurance proceeds maintained on the Executive's behalf, (other than from policies as to which the Company is the beneficiary).

6.3 Suspension Upon Disability. If, during the Term or any renewals thereof, the Executive becomes physically or mentally disabled, whether totally or partially, as evidenced by the written statement of a competent physician licensed to practice medicine in the United States, so that the Executive is unable substantially to perform his services hereunder (i) for a period of six (6) consecutive months or (ii) for shorter periods aggregating six (6) months during any twelve-month period, the Company may at any time thereafter suspend the Term of the Executive's employment hereunder and discontinue payments of his Base Salary, and Benefits (except for disability insurance benefits). Nothing in this Section 6.3 shall be deemed to extend the Term.

6.4 Termination for Cause. The Company has the right, at any time during the Term,

subject to all of the provisions hereof, exercisable by serving notice, effective in accordance with its terms, to terminate the Executive's employment under this Agreement and discharge the Executive for "Cause" (as hereinafter defined). If such right is exercised, the Company's obligation to the Executive shall be limited to the payment and/or satisfaction of unpaid Base Salary and Benefits accrued up to the effective date specified in the Company's notice of termination. As used in this Agreement, the term "Cause" shall mean and include (i) chronic alcoholism or drug addiction; (ii) misappropriation of any money or other assets or properties of the Company or any affiliate of the Company other than an isolated, insubstantial, and unintentional misappropriation that is promptly remedied by the Executive after receipt of notice thereof given by the Company; (iii) willful and material breach by the Executive of the terms of this Agreement after a written demand for substantial performance is delivered to the Executive by the Company's President and Chief Executive Officer that specifically identifies the manner in which the President and Chief Executive Officer believes that the Executive has not substantially performed his duties and such breach continues after receipt of such written notice; or (iv) the conviction of the Executive of a felony.

7. Insurance. The Company may, from time to time, apply for and take out, in its own name and at its own expense, naming itself or others as the designated beneficiaries (which it may change from time to time), policies for life, health, accident, disability, or other insurance upon the Executive in any amount(s) that it may deem necessary or appropriate to protect its interests. The Executive agrees to assist the Company in procuring any such insurance by submitting to medical examinations and by filling out, executing, and delivering such applications and other instruments in writing as may reasonably be required by an insurance company or companies to which any application for insurance may be made by or for the Company.

8. Other Provisions.

8.1 Certain Definitions. As used in this Agreement, the following terms have the following meanings unless the context otherwise requires:

(i) "affiliate" with respect to any person means any other person controlling, controlled by, or under common control with, or the parents, spouse, lineal descendants, or beneficiaries of, such person.

(ii) "person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental or regulatory body, or other entity.

8.2 Notices. Any notice or other communications required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission, or sent by certified, registered, or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed, or sent by facsimile transmission or, if mailed, five days after the date of deposit in the United States mail, as follows:

- (i) if to the Company, to:

Safelite Glass Corp.
1105 Schrock Road, Suite 512
Columbus, OH 43229
Attention: John F. Barlow, its President
and Chief Executive Officer

with a copy to:

David W. Wood
Vice President and General Counsel
Safelite Glass Corp.
1105 Schrock Road, Suite 512
Columbus, OH 43229

- (ii) if to the Executive, to:

Thomas O'Brien
526 Blackstone
La Grange, IL 60525

Any party may change its or his address for notices hereunder by notice to the other party hereto.

8.3 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto, and supersedes that certain Employment Agreement dated October 23, 1995, between Globe Glass & Mirror Company and the Executive.

8.4 Waivers and Amendments. This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party waiving compliance and no delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power, or privilege hereunder, or any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Ohio applicable to agreements made and to be performed entirely within such state.

8.6 Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this Agreement, by operation of law or otherwise.

8.7 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.8 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9. Change in Control.

9.1 Severance Upon a Change in Control. Notwithstanding the provisions of Section 6.1, if (a) the Executive's employment is involuntarily terminated within 24 months following a Change in Control (as hereinafter defined) and such termination is other than a termination upon the Executive's death or disability (as provided for in Sections 6.2 and 6.3 respectively) or for Cause (as provided in Section 6.4), or (b) the Executive voluntarily terminates his employment for Good Reason (as hereinafter defined) within 24 months following a Change in Control, then the Executive shall be entitled to receive, as Change of Control payments and benefits, the following:

(i) the Executive's Base Salary, bonus (as described in Section 4.2), and Benefits accrued up to the date set forth as the termination date in the Termination Notice;

(ii) an amount equal to two years of the Executive's then current Base Salary payable in accordance with the payroll policies of the Company as from time-to-time in effect (but not less frequently than bi-weekly), less such deductions as shall be required to be withheld pursuant to applicable law and regulations; and

(iii) a continuation of the Benefits pursuant to Section 4.3 hereof to which the Executive was entitled immediately prior to the termination of employment, for a period of

two years following the Executive's termination of employment.

9.2 Continuation of Benefits in Event of the Executive's Death. The Change of Control severance payments payable in accordance with subsections (i) and (ii) of Section 9.1 and the Benefits to which the Executive (and, accordingly, his dependents) is entitled in accordance with subsection (iii) of Section 9.1 shall be paid to the Executive's estate and/or continued for the benefit of the Executive's dependents until the first anniversary of the termination date, notwithstanding the Executive's death.

9.3 Exclusive Remedy. The amounts payable to the Executive hereunder shall be the only remedy, legal or equitable, available to the Executive for termination as a result of a Change of Control and shall constitute liquidated damages.

9.4 Additional Definitions. In addition to the definitions in Section 8 of this Agreement, as used in this Agreement, the following terms have the following meanings unless the context otherwise requires:

(i) "Change of Control" shall mean

(a) The acquisition by any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority or more of either (i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company (excluding an acquisition by virtue of the exercise of a conversion privilege), (ii) any acquisition by the Company, (iii) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, (iv) any acquisition by any corporation pursuant to a reorganization, merger, or consolidation if, following such reorganization, merger, or consolidation, the conditions described in clauses (A) and (B) of subsection (b) of this Section 9.4(i) are satisfied, (v) any acquisition by virtue of gift or other voluntary transfer without consideration being received in exchange therefor, or (vi) any acquisition by an affiliate of the Company; or

(b) Approval by the shareholders of the Company of a reorganization, merger, or consolidation unless, following such reorganization, merger, or consolidation, (A) a majority or more of the then outstanding shares of common stock of the corporation resulting from such reorganization, merger, or consolidation and the combined voting power of the then outstanding voting securities of such

corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such reorganization, merger, or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, or consolidation, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (B) no person (excluding the Company, any employee benefit plan (or related trust) of the Company, or such corporation resulting from such reorganization, merger, or consolidation and any person beneficially owning, immediately prior to such reorganization, merger, or consolidation, directly or indirectly, a majority or more of the Outstanding Company Common Stock or Outstanding Voting Securities, as the case may be) beneficially owns, directly or indirectly, a majority or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger, or consolidation or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors.

(ii) "Good Reason" shall mean

(a) Any substantial diminution by the Company of the Executive's duties or responsibilities, excluding for this purpose an isolated, insubstantial, or inadvertent action not taken in bad faith that is remedied by the Company promptly after receipt of notice thereof given by the Executive, provided that (i) the Executive has given the Company written notice of such substantial diminution within ninety (90) days after the occurrence of such substantive diminution, (ii) the Company has not remedied the substantial diminution within ten (10) business days of receipt of notice thereof, and (iii) the Executive voluntarily terminates his employment within ten (10) business days after the expiration of the period set forth in (ii) above for the Company to remedy the substantial diminution;

(b) any failure by the Company to comply with any of the provisions of Section 4, other than an isolated, insubstantial, or inadvertent failure not occurring in bad faith that is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(c) the Company's requiring the Executive to be based at any office or location outside of a 50 mile radius of the Chicago metropolitan area;

(d) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement; or

(e) any failure by the Company to comply with and satisfy Section 8.6(c),

provided that such successor has received at least ten days' prior written notice from the Company or the Executive of the requirements of Section 8.6(c).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE COMPANY:

THE EXECUTIVE:

Safelite Glass Corp.,
a Delaware corporation

By: John F. Barlow
John F. Barlow, its President
and Chief Executive Officer

Thomas O'Brien
Thomas O'Brien, individually

EXHIBIT C

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97-11-01-329

CONSULTING AGREEMENT
BY AND BETWEEN
SAFELITE GLASS CORP.
AND
JACK KELLMAN

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CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into to be effective as of July 1, 1999, by and between Safelite Glass Corp., a Delaware corporation (the "Company"), and Jack Kellman, an individual ("Consultant").

In consideration of the mutual covenants of the parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Prior Agreement. Consultant acknowledges that the Severance and Consulting Agreement dated June 30, 1997, is superseded hereby and is of no further force and effect; provided, however, that all amounts owed to Consultant as of the effective date hereof under said Severance and Consulting Agreement dated June 30, 1997, for periods prior to the effective date hereof shall be paid to Consultant.

2. Consulting.

2.1 Services. The Company hereby engages Consultant and Consultant hereby accepts such engagement and agrees to serve as a consultant to the Company concerning the operation of the Company's business (the "Business") pursuant to the terms of this Agreement for a period of three (3) years from the date hereof (the "Consulting Period") on a part-time basis only. Consultant shall perform services (the "Services") specifically and reasonably requested of him, from time to time, by the Chief Executive Officer of the Company (the "CEO"). With the exception of such travel as the Company may reasonably request, Consultant shall not be required to, and shall not, travel outside the Chicago Metropolitan Area in connection with his performance of the Services.

2.2 Relationship of Parties. Consultant, in the performance of the Services, shall be deemed an independent contractor and not an employee of the Company. Consultant shall have no right or authority to assume or create any obligations on behalf of the Company or to make any representations on its behalf, except with the prior consent of the CEO. The Company shall not directly control or dictate the specific manner of performance of Consultant's obligations under this Agreement.

2.3 Expenses. All ordinary and reasonable out-of-pocket expenses incurred by Consultant in connection with the performance of the Services, including reasonable travel expenses and a vehicle mileage allowance (as provided for by the then-current IRS publicized mileage rates), shall be reimbursed to Consultant by the Company on a timely basis, provided that any such expense in excess of five hundred dollars (\$500) shall have been approved in advance by the CEO (which approval will not be unreasonably withheld or delayed). Consultant shall submit such evidence of expenses as the CEO may reasonably require, and shall submit such evidence on a timely basis. Payment shall only be made upon presentation of itemized expense statements or vouchers or such supporting information as the Company may reasonably require.

3. Compensation and Benefits.

3.1 Compensation. In consideration for the Services and the covenants contained herein (including the restrictive covenants), and provided that Consultant has substantially complied with the directions of the CEO, the Company shall pay to Consultant one hundred fifty thousand dollars (\$150,000) per year. The compensation shall, to the extent earned, be paid quarterly in accordance with the Company's accounts payable procedures.

3.2 Bonus. Provided Consultant satisfactorily performs any Services requested in connection therewith, Consultant shall receive:

(a) A bonus of \$100,000 within fifteen (15) days of the renewal of the Best Efforts Agreement between the Company and Allstate, and an additional \$50,000 if such renewal occurs in 1999; and

(b) A bonus of \$25,000 for every point (1%) of compliance under the Allstate program with the Company in excess of the agreed-upon target, with compliance determined by reference to the Company's 915 reports. The target for July through December of 1999 will be 70%. The parties will agree on an appropriate compliance target for the remaining years of the Consulting Period. The bonus will be paid within fifteen (15) days of the production of the 915 report on which it is based.

3.3 Insurance Coverages and Pension Plans. Such medical, dental, life insurance, and pension benefits as are generally made available by the Company to its executive officers from time to time shall be made available to Consultant provided that he meets the eligibility requirements thereof.

3.4 Stock Option. Subject to the adoption of a new stock option plan by the Company or the modification of the existing plan to allow for the grant, Consultant will be granted an option to purchase up to 2,500 shares of Class B Non-Voting Common Stock of the Company at a price and upon such other terms and conditions as may be approved by the Stock Option Committee of the Company's Board of Directors.

4. Non-Competition.

4.1 Covenants Against Competition. Consultant acknowledges that: (i) the Company is and will be engaged in the Business; (ii) the Business is currently conducted in the United States of America; (iii) his work for the Business has given him, and will continue to give him, access to trade secrets of, and confidential information concerning, the Business; and (iv) the agreements and covenants contained in this section 4 are essential to protect the Business and goodwill of the Company. Accordingly, Consultant covenants and agrees as follows:

(i) Non-Compete. For a period (the "Restricted Period") commencing on the date hereof and ending eight (8) years thereafter, Consultant shall not, anywhere in the United States, directly or indirectly, except on behalf of the Company (i) enter into or engage in any business that is substantially the same as the Business; (ii) enter the employ of, or render any personal services to, any person engaged in such activities; or (iii) receive a financial interest in any such person in any capacity, including, without limitation, as an individual, partner, shareholder, officer, director, principal, agent, or trustee; provided, however, that Consultant may own, directly or indirectly, solely as an investment, securities of any business traded on any national securities exchange provided Consultant is not a controlling person of, or a member of a group that controls, such business and does not, directly or indirectly, own five percent or more of any class of securities of such business.

(ii) Confidential Information. During and after the Restricted Period, Consultant shall keep secret and retain in strictest confidence, and shall not use for the benefit of himself or others, all confidential matters of the Business, including, without limitation, "know-how," trade secrets, customer lists, supplier lists, details of contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques, or plans of the Business, the Company, or any of its affiliates learned by Consultant heretofore or hereafter; provided, however, that the term "confidential matters" of the Business shall not include information that was or becomes generally available to the public other than as a result of disclosure by Consultant.

(iii) Property of the Company. All memoranda, notes, lists, records, and other documents or papers (and all copies thereof), including such items stored in computer memories, on microfiche, or by any other means, made or compiled by or on behalf of Consultant, or made available to Consultant, relating to the Business are and shall be the Company's property and shall be delivered to the Company promptly on the request of the Company.

4.2 Rights and Remedies Upon Breach. If Consultant materially breaches, or threatens to commit a material breach of, any of the provisions of section 4.1 (the "Restrictive Covenants"), the Company shall have the following rights and remedies, each of which shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity:

(i) Termination of this Agreement. The Company shall have the right to immediately terminate this Agreement (other than the provisions of this section 4); provided, however, that the Company shall pay Consultant any unpaid amounts accrued prior to termination;

(ii) Specific Performance. The right and remedy to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury

to the Company and that money damages would not provide an adequate remedy to the Company; and

(iii) Accounting. The right and remedy to require Consultant to account for and pay over to the Company, as the case may be, all compensation, profits, monies, accruals, increments, or other benefits derived or received by Consultant or his affiliates as the result of any transactions constituting a breach of the Restrictive Covenants.

4.3 Severability of Covenants. Consultant acknowledges and agrees that the Restrictive Covenants are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

4.4 Blue-Penciling. If any court determines that any of the Restrictive Covenants, or any part thereof, is unenforceable, such court shall have the power to modify the Restrictive Covenants to the extent necessary to render them enforceable.

5. Successors.

5.1 Consultant. This Agreement is personal to Consultant and without the prior written consent of the Company shall not be assignable by Consultant other than by testate distribution or the laws of descent and distribution. Those portions of this Agreement that are applicable shall inure to the benefit of and be enforceable by Consultant's legal representatives.

5.2 The Company. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company will require any successor to all or substantially all of the Business and/or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, the term "Company" shall mean the Company as hereinbefore defined and any successor to its Business and/or assets.

6. Notices. All notices, demands, or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be (i) delivered personally to the recipient, (ii) delivered to the recipient by reputable express courier service (charges prepaid), or (iii) sent by telecopy to the recipient (with written confirmation of receipt) with a confirmation copy to follow the next business day to be delivered by overnight courier. Such notices, demands, and other communications shall be sent to the addresses indicated below:

(a) If to Consultant:

Jack Kellman
2945 Techny Road
Northbrook, Illinois 60062

with a copy to:

Jerue & Perkins
300 West Washington, Suite 1600
Chicago, Illinois 60606
Attention: James L. Jerue, Esq.
Facsimile No. (312) 499-0490

(b) If to the Company:

Safelite Glass Corp.
1105 Schrock Road
Suite 512
Columbus, Ohio 43229
Attention: John F. Barlow
President and Chief Executive Officer

with a copy to:

Safelite Glass Corp.
1105 Schrock Road
Suite 512
Columbus, Ohio 43229
Attention: David W. Wood,
Vice President & General Counsel

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

7. Non-Use. This Agreement, and its execution and implementation, may not be used as evidence, and shall not be admissible, in a subsequent proceeding of any kind, except one that either party institutes alleging a breach of this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement and understanding between Consultant and the Company concerning the matters described herein. This Agreement supersedes all prior agreements, discussions, negotiations, understandings, and proposals of the parties. The terms of this Agreement cannot be changed except in a subsequent document signed

by both parties.

9. Breach of Agreement. Consultant and the Company agree that in the event either party is required to commence an action at law or equity to enforce any rights under any provision of this Agreement and prevails, the breaching party shall be liable for the reasonable attorneys' fees and costs incurred by the non-breaching party in connection with such action.

10. Severability. The provisions of this Agreement shall be severable and the invalidity of any provision shall not affect the validity of the other provisions.

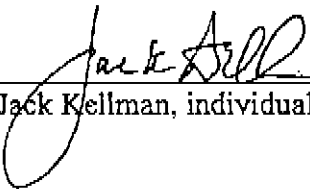
11. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, and performance of this Agreement shall be governed by, the laws of the state of Ohio, without giving effect to the state's rules regarding conflict of laws.

12. Counterparts. This Agreement may be executed in counterparts and will be as fully binding as if signed in one entire document.

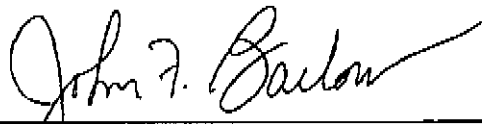
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSULTANT:

SAFELITE GLASS CORP.,
a Delaware corporation



Jack Kellman, individually

By: 

John F. Barlow,
its President and Chief Executive Officer

EXHIBIT D

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re) Chapter 11 Case
)
SAFELITE GLASS CORP.,) Case No. 00-2252 (MFW)
)
Debtor.)
)
)

**ORDER AUTHORIZING DEBTOR TO
REJECT CERTAIN EXECUTORY CONTRACTS**

Upon the motion, dated June 27, 2000 (the "Motion"), of the above-captioned debtor and debtor in possession (the "Debtor"), for entry of an order, pursuant to section 365(a) of title 11 of the United States Code (the "Bankruptcy Code") and Federal Rule of Bankruptcy Procedure 6006, authorizing the Debtor to reject the agreements by and between the Debtor and (a) William Tortorello, (b) Thomas O'Brien and (c) Jack Kellman (collectively, the "Contracts") annexed to the Motion as Exhibits A, B and C, respectively; and it appearing that due and adequate notice of the Motion has been given; and it appearing that rejection of the Contracts is in the best interests of the Debtor, its estate, creditors and other parties in interest, and is an exercise of the Debtor's sound business judgment; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED, that:

1. The Motion is granted to the extent set forth herein.
2. Pursuant to Bankruptcy Code section 365(a), the Contracts are rejected effective as of the date hereof.
3. All non-Debtor parties to the Contracts shall file any and all claims against the Debtor respecting rejection of the Contracts not later than thirty days from the date hereof, barring which such claims shall be forever waived and discharged.

4. This Court shall retain jurisdiction over all parties to the Contracts to hear and determine all matters arising from the implementation of this Order.

Dated: July __, 2000
Wilmington, Delaware

JUDGE