



2520032543855

ROMAN ELECTRIC CO.
QUALIFIED CONTRACTORS

September 22, 1992

U.S. Department of Labor
PWBA/OCA/DRC
Room N-5638
200 Constitution Avenue, N.W.
Washington, DC 20210

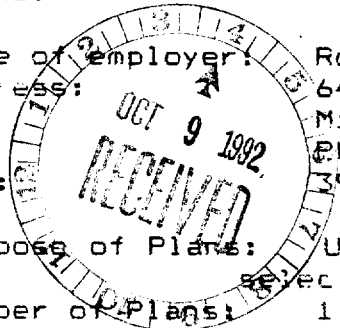
Re: Top-Hat Plans

This statement is being filed pursuant to Department of Labor regulations 2520.104-23 and the relief provided under the notice printed in the federal register of Friday, July 24, 1992, on pages 33019 to 33021.

Rather than filing Forms 5500, we are electing the alternative method of compliance with the reporting and disclosure requirements of Part I of Title I of ERISA for unfunded pension plans maintained for a select group of employees as set out in the Department of Labor regulations 2520.104-23. The required information is as follows:

Name of Employer: Roman Electric Company, Inc.
Address: 640 S. 70th Street
Milwaukee, WI. 53214
Phone (414) 771-5400
EIN: 39-1018786

Purpose of Plans: Unfunded deferred compensation plan for selected executives of the Company.
Number of Plans: 1
Number of employees in the Plan: Originally 2-Now 1
Copy of Plan: Attached



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Pursuant to the relief provided in a notice of the Federal Register of July 24, 1992, I am enclosing a check for \$1,000. This will relieve us of filing past and future Forms 5500 for this plan.

If additional information is required please contact the undersigned at the above noted address.

Sincerely,

Paul E. Wild
Controller

SALARY CONTINUATION AGREEMENT

THIS AGREEMENT made this 2nd day of October, 1986, between Roman Electric Company, a Wisconsin corporation ("the Company") and James Rozewicz ("Employee").

WHEREAS, Mr. Rozewicz has been employed by the Company since November 1, 1965 and has performed his duties in a capable and efficient manner resulting in substantial profits to the Company; and

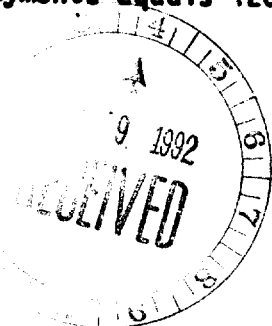
WHEREAS, the Company desires to retain the services of a valued employee; and

WHEREAS, Mr. Rozewicz is willing to remain in the employ of the Company if the Company agrees to pay Mr. Rozewicz or his wife, or both, certain annual amounts, all in accordance with the provisions hereinafter set forth:

A. Mr. Rozewicz shall continue in the employ of the Company upon the same terms as heretofore, or upon such other terms as may be mutually agreed until his retirement age of 65, or until such later date (as shall be mutually agreed upon) as the Company shall request. If Mr. Rozewicz voluntarily leaves the employ of the Company prior to retirement, or is discharged for proper cause, the compensation otherwise payable under this Agreement will be forfeited.

B. At any time after age 65, or such later date as shall have been established under the preceding Section, Mr. Rozewicz may retire from the active and daily service of the Company. Commencing on the first day of the month following the date of such retirement, the Company shall pay to Mr. Rozewicz the sum of \$20,000.00 per annum in equal monthly installments. The Company shall continue to make such payments to Mr. Rozewicz during his retirement for a period of 10 years until Mr. Rozewicz has received 120 monthly payments of \$1666.67 each; subject, however, to the following:

(1) If Mr. Rozewicz so retires but dies before receiving 120 monthly payments, the Company shall continue to make such monthly payments until the total number of payments equals 120 to the following:



(a) Mr. Rozewicz' wife if she survives him. On the death of Mr. Rozewicz' wife before all payments have been made, the payments shall be made to the estate of Mr. Rozewicz' wife.

(b) Mr. Rozewicz' estate if Mr. Rozewicz' wife does not survive him.

(2) If Mr. Rozewicz dies before his retirement date, the Company shall be required to make the 120 monthly payments to the beneficiaries described in Section B (1) as though Mr. Rozewicz retired and died before receiving all of the 120 monthly payments. Payments shall commence on the first day of the month following the date of Mr. Rozewicz' death.

The right of Mr. Rozewicz to receive the payments described in Section B shall become indefeasibly vested upon December 31 of the year prior to the year in which Mr. Rozewicz attains age 65.

C. If, before his normal retirement date as set forth in Section A above, Mr. Rozewicz is unable to carry out his duties because of disability which continues for a period of 3 consecutive months, the Company shall pay to Mr. Rozewicz the sum of \$20,400.00 per annum in equal monthly installments, commencing on the date 3 months after the commencement of the disability. The Company shall continue to make such payments to Mr. Rozewicz during his lifetime or until he returns to regular employment with the Company or until, in the opinion of a duly qualified physician, the disability has terminated. If Mr. Rozewicz dies while receiving income because of his disability and before receiving 120 monthly payments because of the current or any preceding disability, the payments shall be made to the beneficiaries described in Section B (1). The total number of monthly payments which shall be made to Mr. Rozewicz or his successors under this Agreement shall be no less than 120 monthly payments regardless of the number of times Mr. Rozewicz is unable to carry out his duties because of disability.

D. Any payments under this Agreement shall be paid solely from the general assets of the Company and shall not be secured in any manner. Mr. Rozewicz' right to payments shall be that of a general creditor of the Company, and Mr. Rozewicz shall have no right or interest in or to any specific asset of the Company.

E. This Agreement shall be governed by the laws of the State of Wisconsin.

F. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. This Agreement may be changed and updated from time to time upon the mutual consent of all parties.

IN WITNESS WHEREOF, THE parties have executed this Agreement.

Richard S. Kadish
Witness 12/23/86

BY Koma Electric Company
Attest: Gregory Rose VICE PRES.

Richard S. Kadish
Witness 12/21/86

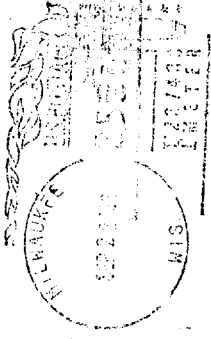
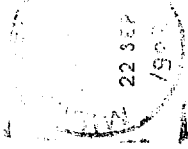
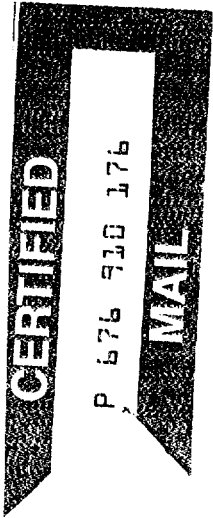
James P. Bozewicz

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640 SOUTH 70th STREET
P.O. BOX 14396
MILWAUKEE, WISCONSIN 53214-0396



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