

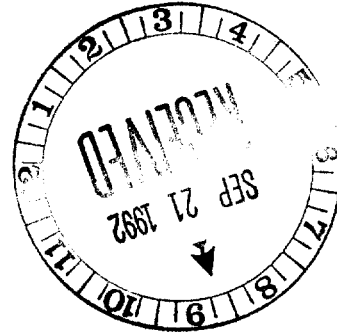
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Custom Metal Designs, Inc.

Design and Fabrication of Conveyors for
Plastic, P.E.T., and Can Industry
Sales • Service • Installation

April 23^M 1992

Office of Employee Benefits Security
Labor Management Service Administration
U. S. Department of Labor
Washington, D.C. 20216



Gentlemen:

Re: Notice of Plan of Deferred Compensation

Pursuant to DOL Reg. Sec. 2520.104-23, the undersigned Employer hereby files the following information with respect to its Plan of Deferred Compensation.

1. Name and Address of Employer:

CUSTOM METAL DESIGNS, INC.
P. O. Box 771034
Winter Garden, FL 34777-1034

2. Federal Employer Identification No.: 59-1410239

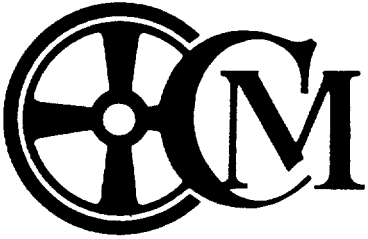
3. The Employer maintains one (1) Plan of Deferred Compensation primarily for the purpose of providing deferred compensation to a select group of management or highly-compensated employees.

4. One (1) employee is covered by such Plan.

Very truly yours,

CUSTOM METAL DESIGNS, INC.

By 
Saul Grimes, President



Custom Metal Designs, Inc.

Design and Fabrication of Conveyors for
Plastic, P.E.T., and Can Industry
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Sept. 17, 1992

Mr. Ronald D. Allen
Chief, Div. of Reporting Compliance
Pension and Welfare Benefits Adm.
P.O. Box 75212
Washington, D.C. 20013-5212

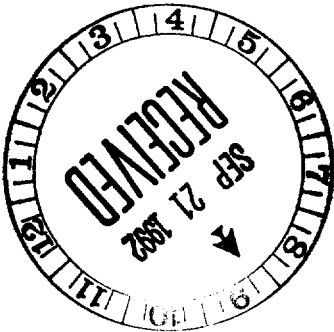
Dear Sir:

As per your request of letter dated August 31, 1992 I herewith attach a copy of the plan document referenced.

If further information is required will you please respond.

Sincerely Yours;

SAUL GRIMES, PRESIDENT



2570

SALARY CONTINUATION PLAN AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of April, 1992, by and between CUSTOM METAL DESIGNS, INC., a Florida Corporation, with principal offices and place of business in the State of Florida (hereinafter referred to as the "Corporation"), and DAVID LEVINS, SR., individual residing in the State of Florida (hereinafter referred to as the "Employee"),

WITNESSETH THAT:

WHEREAS, the Employee is employed by the Corporation; and

WHEREAS, the Corporation recognizes the value of the services performed by the Employee and wishes to encourage his continued employment; and

WHEREAS, the Employee wishes to be assured that he will be entitled to a certain amount of additional compensation for some definite period of time from and after his retirement from active service with the Corporation within ten (10) years of his retirement from the service of the Corporation; and

WHEREAS, the parties hereto wish to provide the terms and conditions upon which the Corporation shall pay such additional compensation to the Employee after his retirement; and

WHEREAS, the parties hereto intend that this Agreement be considered an unfunded arrangement, maintained primarily to provide deferred compensation benefits for the Employee, a member of a select group of management or highly compensated employees of the Corporation, for purposes of the Employee Retirement Security Act of 1974, as amended;

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

1. RETIREMENT BENEFIT.

a. From and after the Employee's retirement from the service of the Corporation at age Sixty-Five (65), or such other retirement age as may be approved by the Corporation, the Corporation shall thereafter pay the Employee the sum of \$26,000.00 per annum for a period of Ten (10) years from and after his retirement, payable in equal weekly installments, commencing with the first day of the first month following his retirement.

b. In the event of the Employee's death after termination of his employment, payment shall cease.

2. NON-COMPETITION DURING EMPLOYMENT. In consideration of the foregoing agreements of the Corporation and of the payments to be made by the Corporation pursuant hereto, the Employee hereby agrees that, so long as he remains employed by the Corporation, he will devote substantially all of his time, skill, diligence and attention to the business of the Corporation, and will not actively engage, either directly or indirectly, in any business or other activity which is or may be deemed to be in any way competitive with or adverse to the best interests of the business of the Corporation.

3. NO TRUST CREATED. Nothing contained in this Agreement, and no action taken pursuant to its provisions by either party hereto, shall create, nor be construed to create, a trust of any kind or a fiduciary relationship between the Corporation and the Employee, his designated beneficiary, any other beneficiary of the Employee or any other person.

4. BENEFITS PAYABLE ONLY FROM GENERAL CORPORATION ASSETS: UNSECURED GENERAL CREDITOR STATUS OF EMPLOYEE.

a. The payments to the Employee hereunder shall be made from assets which shall continue, for all purposes, to be a part of the general, unrestricted assets of the Corporation; no person shall have nor acquire any interest in any such assets by virtue of the provisions of this Agreement. The Corporation's obligation hereunder shall be an unfunded and unsecured promise to pay money in the future. To the extent that the Employee or any person acquires a right to receive payments from the Corporation under the provisions hereof, such right shall be no greater than the right of any unsecured general creditor of the Corporation; no such person shall have nor require any legal or equitable right, interest or claim in or to any property or assets of the Corporation.

5. NON-COMPETITION AFTER TERMINATION OF EMPLOYMENT AND CONSULTING AFTER-RETIREMENT.

a. The employee expressly agrees that, as consideration for the agreements of the Corporation contained herein and as a condition to the performance by the Corporation of its obligations hereunder, for a Two (2) year period from and after the termination his employment with the Corporation for any reason other than his death while employed by the Corporation, and throughout the entire Ten (10) year period following his retirement from the active service of the Corporation during which the Corporation is obligated to make payments to him, as provided herein, he will not, without the prior written consent of the Corporation, engage in, become interested, directly or indirectly, as a sole proprietor, as a partner in a partnership, or as a substantial shareholder in a corporation, nor become associated with, in the capacity of any employee, director, officer, principal, agent, trustee or in any other capacity whatsoever, any enterprise conducted in the trading area of the

business carried on by the Corporation as of the date of the termination of the Employee's employment or his retirement.

b. As further consideration for the agreements of the Corporation contained herein and as a condition to the performance by the Corporation of its obligations hereunder, throughout the entire Ten (10) year period following his retirement during which the Corporation is obligated to make payments to him, as provided hereunder, the Employee expressly agrees to make himself available to the Corporation for such advisory and consultive services on a part-time basis as may, from time to time, be requested by the Board of Directors of the Corporation.

c. In the event of any breach by the Employee of the agreements and covenants contained herein, the Board of Directors of the Corporation shall direct that any unpaid balance of any payments to the Employee under this agreement be suspended, and shall thereupon notify the Employee of such suspension, in writing. Thereupon, if the Board of Directors of the Corporation shall determine that such breach by the Employee has continued for a period of one (1) month following notification of such suspension, all rights of the Employee and his beneficiaries under this Agreement, including rights to further payments hereunder, shall thereupon terminate.

6. NON-ASSIGNABILITY OF BENEFITS. Neither the Employee, his designated beneficiary nor any other beneficiary under this agreement shall have any power or right to transfer, assign, anticipate, hypothecate or otherwise encumber any part or all of the amounts payable hereunder, which are expressly declared to be assignable and non-transferable. Any such attempted assignment or transfer shall be void and shall terminate this Agreement; the Corporation shall thereupon have no further liability hereunder. No amount payable hereunder shall, prior to actual payment thereof, be subject to seizure by any creditor of any such beneficiary for the payment of any debt, judgment or other obligation, by a proceeding at law or in equity, or transferable by operation of law in the event of the bankruptcy, insolvency or death of the Employee, his designated beneficiary or any other beneficiary hereunder.

7. AMENDMENT. This Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors and may not be otherwise terminated except as provided herein.

8. INUREMENT. This Agreement shall be binding upon and inure to the benefit of the Corporation and its successors and assigns, and the Employee, his heirs, executrix or executor, administrators and beneficiaries.

9. NOTICES. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement

shall be in writing and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States Certified Mail, postage prepaid, addressed to such party's last known address as shown on the records of the Corporation. The date of such mailing shall be deemed the date of notice, consent or demand.

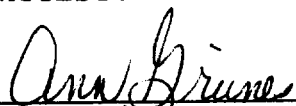
10. GOVERNING LAW. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Florida.

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

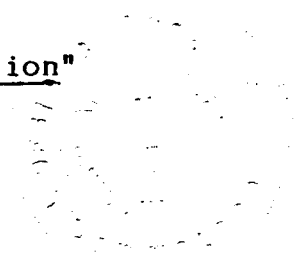
CUSTOM METAL DESIGNS, INC.

By: 
Saul Grimes, President

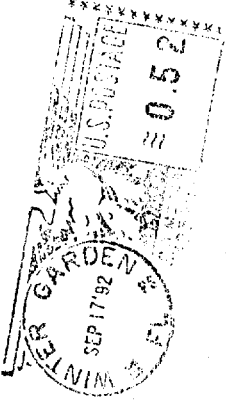
ATTEST:


Ann Grimes, Secretary

"Corporation"



Inc.



PENSION AND WELFARE BENEFITS ADMINISTRATION
P.O. BOX 75212
WASHINGTON, D.C. 20013-5212

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