



**AEROSPACE  
WIRE & CABLE INC.**

12000-240926

129-09 18th Avenue  
College Point, N.Y. 11356  
(718) 358-2345  
(718) 358-2522 Fax

January 3, 2000

**2520042391482**

Office Of Secretary Of Labor  
200 Constitution Ave. N.W. Suite #S52018  
Washington, DC 20210

Dear Sir:

1/1  
This is to notify you of the creation of a Deferred Compensation program for one of our executives, Dick Chen. The plan became effective on December 1, 1999. Our employer tax ID is 11-2850663.

Should you require any additional information please contact me. Thank you.

Regards,

*Christine Zha*

Christine Zha  
Secretary

# MODEL BENEFICIARY DESIGNATION FOR TRADITIONAL (SALARY REDUCTION) DEFERRED COMPENSATION PLAN

Pursuant to the terms of the Deferred Compensation Agreement between (Corporation) and (Employee) dated December 1 1999, (Employee) designates the following beneficiary(ies) to receive any payments which may be due and payable under said Agreement after (Employee's) death.

Primary Beneficiary AEROSPACE WIRE X CABLE INC

Secondary Beneficiary

The Primary Beneficiary identified above shall be the designated beneficiary if (he/she) is living when a death benefit becomes due and payable. The Secondary Beneficiary identified above shall only be the designated beneficiary if (he/she) is living at the time a death benefit becomes due and payable and the Primary Beneficiary is not then living.

(Employee) hereby revokes any prior beneficiary designation which may have been in effect.

[Signature]      12/1/99       [Signature]      12/1/99  
.....  
WITNESS                      DATE                      EMPLOYEE                      DATE

Acknowledged By:  [Signature] (President)      12/1/99  
.....  
CORPORATE OFFICER                      DATE

\*Counsel should determine that a beneficiary designation by the Employee will not be an invalid testamentary disposition under applicable state law.

**MODEL TRADITIONAL (SALARY REDUCTION) DEFERRED COMPENSATION  
PLAN RESOLUTION**

WHEREAS, (Employee) has been employed by the Corporation since *Aug 1*, 1986 as (Employee's Position) and has discharged (his/her) duties in a capable and efficient manner to the benefit of the Corporation, and

WHEREAS, it is deemed to be in the best interest of the Corporation to provide (Employee) the Death and Retirement benefits described in the Agreement which was ordered annexed to the minutes of this meeting to become a part of the record thereof, be it

RESOLVED, that the above agreement is hereby adopted; and RESOLVED FURTHER, the (Corporate Officer) of this Corporation be, and (he/she) is hereby authorized and directed to immediately execute the said Agreement with (Employee).

12/1/99

DICK CHEN

⊗



# MODEL TRADITIONAL (SALARY REDUCTION) DEFERRED COMPENSATION AGREEMENT

This Agreement, entered into this day of *December 1* 1999 by and between (Corporation) a Corporation organized and existing under the laws of the State of *New York* (hereinafter called the "Corporation") and (Employee) (hereinafter called the "Employee") Witnesseth;

WHEREAS, the Employee has been employed by the Corporation since *August 1* 1986 as (Employee's position) and has discharged (his/her) duties in a capable and efficient manner to the benefit of the Corporation; and

WHEREAS, it is the desire of the Corporation to retain the services of the Employee; and

WHEREAS, the Employee is willing to continue in the employ of the Corporation provided the Corporation agrees to provide certain benefits hereinafter described in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, as well as other good and valuable consideration, it is agreed as follows:

## 1. Compensation

- (a) To compensate the Employee for his/her services, the Corporation agrees to pay the Employee and the Employee agrees to accept from the Corporation, an annual salary, to be determined by the Board of Directors of the Corporation.
- (b) Provided, however, that from such annual salary *\$100,000* Dollars (\$) per month, shall be deducted and deferred beginning *December 1* 1999 and continue until such time as this agreement is amended or otherwise terminated.

## 2. Deferred Compensation Account

- (a) An account shall be established on the Corporation's books upon the execution of this Agreement and entitled "Deferred Compensation Account" (hereinafter referred to as the "Account"). The Account shall be credited with the amounts deferred under 1(b) above. The value of the Account shall be adjusted as if the proceeds of the Account had been invested in [select, as an example, a Pruco Life Pruselect I Life Insurance Contract or a Prudential Variable Appreciable Life Insurance Contract] and shall equal the "contract fund" as that term is defined in such contract. The Corporation may, but is not required to, purchase such an insurance policy. Further, for purposes of determining adjustments to the Account the Corporation may, but is not required to, adopt suggestions of the Employee as to the investment options that are or could be selected under such policy in accordance with the terms and conditions of the policy.
- (b) To the extent that the Corporation does, in its discretion, purchase or hold the above described policy, it shall remain the sole property of the Corporation as owner and beneficiary and subject to the claims of its general creditors and it shall not be deemed to form part of the Account. Neither Employee nor any of his/her legal representatives nor any beneficiary designated by the Employee shall have any right, other than the right of an unsecured general creditor, against the Corporation in respect to any portion of the Account.

3. **Beneficiary Designation**—The Employee shall have the right to designate a beneficiary and, from time to time, to change such designation providing it is in writing filed with and in a form acceptable to the Corporation. In the absence of an effective designation of beneficiary, any amounts becoming due and payable upon the death of the Employee shall be payable to (his/her) duly qualified executor or administrator.

4. **Commencement of Distributions**—The Employee, or the Employee's duly designated beneficiary, shall receive distributions beginning on the first day of the second full month following the earlier of:

- (a) The attainment of age sixty-five (65) by the Employee; or
- (b) The death of the Employee; or
- (c) Termination of the Employee's employment.

5. **Amount of Benefits**—Starting with the first month for which the Employee or the Employee's duly designated beneficiary is entitled to payment, the Corporation shall adopt a mode of distribution which shall be installments over a period of ten years. The Employee shall receive an annual installment as determined by applying a fraction to the Account held by the Corporation. For the first year, the denominator of such fraction shall be ten and the numerator shall be one. For each subsequent year the numerator shall remain at one but the denominator shall be reduced by one until at the end of ten years the entire Account has been distributed.

6. **Alienation**

It is agreed that neither the Employee nor any other beneficiary under this Agreement shall have any right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the rights thereto are expressly declared to be non-assignable and non-transferable, and in the event of any attempted assignment or transfer, the Corporation shall have no further liability hereunder.

7. **Agreement Binding**

This Agreement shall be binding upon the parties hereto, their heirs, legal representatives or successors.

8. **Modification or Amendment**

This Agreement shall not be modified or amended except by a written Agreement signed by the parties hereto.

9. **Governing Law**

This Agreement shall be subject to and governed by the laws of the State of *New York*

10. **Employment Not Guaranteed**

This Agreement shall not create any right in the Employee to continue in the Corporation's employ for any specific length of time, nor does it create any other rights in the Employee or obligations on the part of the Corporation, except those set forth in this Agreement.

11. **Execution of Agreement**

This Agreement shall be executed in duplicate each copy of which when so executed and delivered shall be an original, but both copies shall together constitute one and the same instrument.

12. **Claim Procedure**

Any claim for unpaid benefits deemed by a claimant to be owing must be made in writing to the Plan Administrator by the claimant or the claimant's authorized representative within 60 days from the date such payments are not made. The claim shall be reviewed by the Plan Administrator and the Corporation. The Plan Administrator shall within 90 days of the receipt of the claim or 180 days, if special circumstances exist, notify the claimant whether the claim has been denied. If the claim is denied in whole or in part, the Plan Administrator shall set forth the specific reasons for the denial, including the provisions of this Agreement upon which the denial is based. The notice shall also describe any additional information or material necessary to perfect the claim including the reasons therefore and state that a review of the denial may be obtained if desired.

If a review of a denial is requested, it shall be directed in writing by the claimant or the claimant's authorized representative to the Plan Administrator within 60 days after receipt by the claimant of the notice of denial. (Failure of the Plan Administrator to take action within the above 90 day period shall be deemed a denial). In preparing for a review of a denial the claimant or the claimant's authorized representative may examine this Agreement and any other related documents and submit issues and comments in writing. The Plan Administrator, applying its sole discretion, shall then conduct the review and provide its written decision to the claimant within 60 days after receipt of the request for review. The decision shall be in writing and shall include specific reasons for the decision, as well as specific references to the provisions of this Agreement upon which the decision is based.

Solely to implement the above claim procedure but for no other purpose, *AEROSPACE WIRE & CABLE INC.* is hereby designated as the Named Fiduciary and Plan Administrator of this Plan Agreement.

CORPORATE SEAL

CORPORATION

Attest:

.....  
Secretary

By

⊕

.....  
President

12/1/99

Employee

⊕ .....  
.....

in the presence of:

.....

1/13/2000

DEPARTMENT OF LABOR  
EXECUTIVE SECRETARIAT

*Ab 5804*

CORRESPONDENCE CONTROL RECORD

CORRESPONDENCE ID: 240926  
DUE DATE: N/A

ORIGINATOR: Zha, Christine  
ADDRESSED TO: Secretary of Labor  
CONSTITUENT: Chen, Dick  
WH ID NUMBER:  
ORGANIZATION: Aerospace Wire & Cable Inc.  
DATE OF LETTER: 1/3/2000  
SUBJECT: Deferred Compensation Program  
ACTION AGENCY: PWBA

DATE ROUTED: 1/13/2000

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SIGNATURE LEVEL: A  
REMARKS:  
INFO COPIES TO: ALPHA  
SPECIAL INSTRUCTION:

*KV*

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RETAIN WITH ORIGINAL CORRESPONDENCE  
IF THE DUE DATE CANNOT BE MET, CONTACT  
YOUR CORRESPONDENCE UNIT

Attach the Airborne Express Shippers Label within the dotted lines.

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 AEROSPACE CABLE & WIRE INC  
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 to  
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 (Top Mr Flynn)

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 Origin \_\_\_\_\_  
 Airbill Number **3801003872**

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 Bill Receiver  
 Bill 3rd Party  
 Paid in Advance



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**NAS**  
 (Letter - 9 lbs)

**SDS**  
 (Letter - 150 lbs)

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