

email address:  
sales@agauto.com

December 29, 2000

5012 Virginia Beach Blvd.  
Virginia Beach, VA 23462  
Phone (757) 490-4734  
Fax (757) 552-0640

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

Re: Notice of Plan(s) of Deferred Compensation

Gentlemen:

Pursuant to DOL Req.Sec.2520.104-23, the undersigned Employer hereby files the following information with respect to it's plan(s) of deferred compensation.

1. Name and Address of Employer:

Loizou, Inc. t/a A&G Auto Sales  
5012 Virginia Beach Blvd.  
Virginia Beach, Va 23462

2. Federal Employer Identification No. (EIN)

54-1308722

3. The Employer maintains two (2) plan(s) of deferred compensation primarily for the purpose of providing deferred compensation to a select group of management or highly-compensated employees.

4. Two (2) employee(s) is/are covered by such plan(s).

Very truly yours,

Loizou, Inc. t/a A&G Auto Sales

By: 

640 Baker Road  
Virginia Beach, VA 23462  
Phone (757) 456-5444  
Fax (757) 499-8543

**CALENDAR YEAR 2000  
DEFERRED COMPENSATION AGREEMENT**

THIS AGREEMENT, Made this 1<sup>st</sup> day of January, 2000, by and between Loizou, Inc. t/a A&G Auto Sales, (hereinafter called the "Employer"), and Andreas E. Loizou, (hereinafter called the "Employee").

WHEREAS, the Employer is serving in the capacity as President of the Employer;

WHEREAS, the employee in all his duties and capacities, has contributed substantially to the success of the Employer through his exceptional management skills, knowledge of the Employer's business, industry contacts, and outstanding reputation,

WHEREAS, it is in the best interest of the Employer to enter into this Agreement to provide deferred compensation for the Employee.

Now, therefore, In consideration of Employee's continued employment, the parties hereby agree as follows:

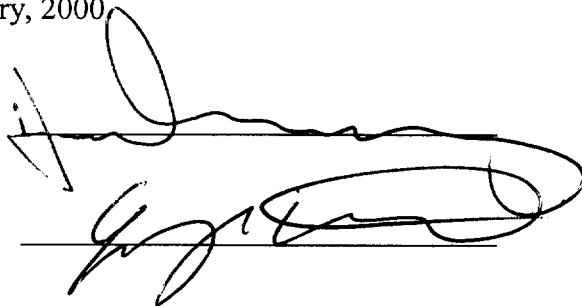
1. Deferred Compensation – The Employee shall earn deferred compensation of \$10,000.00 for each full calendar month he is employed by the employer between January 1, 2000 and December 31, 2000. Any deferred compensation earned shall be increased by a growth factor of ten percent (10%) per annum, compounded annually, between the date the deferred compensation is earned and the date it is paid. Any deferred compensation earned by the Employee shall be fully vested and non-forfeitable. The aggregate amount of deferred compensation earned shall be paid to the Employee (or, in the event of the Employee's death, to his Beneficiary as defined below) monthly beginning on the first day of the month following the earlier of his retirement, total disability (as determined by the Employer in good faith), death, or termination of employment for any reason. Under no circumstances shall the Employee be entitled to receive his deferred compensation before the time specified in the preceding sentence.
2. Beneficiary – The "Beneficiary" of any payments to be made after the Employee's death, shall be defined as such person or persons as the Employee shall designate in writing to the Employer. Such designation is revocable and may be changed by the Employee at any time by filing a new written designation with the Employer. If no Beneficiary is designated or shall survive the Employee, any such payments shall be made to the Employee's estate.
3. Source of Payments – The Employee, Beneficiary and any other person or persons having or claiming a right to payments hereunder or to any interest in this Agreement shall rely solely on the unsecured promise of the Employer set forth herein, and nothing in this Agreement shall be construed to give the Employee, Beneficiary or any other person or persons any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever

owned by the Employer or in which it may have any right, title or interest now or in the future, but the Employee shall have the right to enforce his claim against the Employer in the same manner as any unsecured creditor.

4. Amendment – This Agreement may be amended at any time or from time to time by written agreement of the parties.
5. Assignment – Neither the Employee or Beneficiary, nor any person entitled to payments hereunder shall have power to transfer, assign, anticipate, mortgage or otherwise encumber in advance any such payments, nor shall such payments be subject to seizure for the payment of public or private debts, judgments, alimony or separate maintenance, or be transferable by operation of law in event of bankruptcy, insolvency, or otherwise.
6. Binding Effect – This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. The Employer agrees it will not be party to any merger, consolidation or reorganization, unless and until its obligations hereunder shall be expressly assumed by its successor or successors.
7. Governing Law – This Agreement shall be governed and construed in accordance with the substantive laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1<sup>st</sup> day of January, 2000.

By:

Two handwritten signatures are present, each written over a horizontal line. The top signature is a cursive name that appears to be 'J. [unclear]'. The bottom signature is another cursive name, possibly 'G. [unclear]'. Both signatures are written in black ink.

**CALENDAR YEAR 2000  
DEFERRED COMPENSATION AGREEMENT**

THIS AGREEMENT, Made this 1<sup>st</sup> day of January, 2000, by and between Loizou, Inc. t/a A&G Auto Sales, (hereinafter called the "Employer"), and George E. Loizou, (hereinafter called the "Employee").

WHEREAS, the Employer is serving in the capacity as President of the Employer;

WHEREAS, the employee in all his duties and capacities, has contributed substantially to the success of the Employer through his exceptional management skills, knowledge of the Employer's business, industry contacts, and outstanding reputation,

WHEREAS, it is in the best interest of the Employer to enter into this Agreement to provide deferred compensation for the Employee.

Now, therefore, In consideration of Employee's continued employment, the parties hereby agree as follows:

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owned by the Employer or in which it may have any right, title or interest now or in the future, but the Employee shall have the right to enforce his claim against the Employer in the same manner as any unsecured creditor.

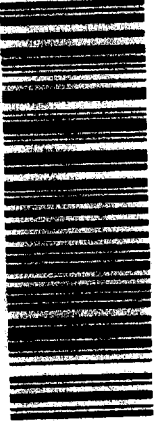
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By: \_\_\_\_\_  
\_\_\_\_\_

A&G Auto Sales  
5012 Virginia Beach Blvd.  
Virginia Beach, VA 23462

**CERTIFIED MAIL**



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