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SCHWARTZ, KELM, WARREN & RUBENSTEIN

A PARTNERSHIP INCLUDING LEGAL PROFESSIONAL ASSOCIATIONS

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January 17, 1991

Top Hat Plan Exemption
Pension and Welfare Benefits
Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Re: The MPW Industrial Services, Inc. Deferred Compensation Plan
Our File No. 7165-J-3

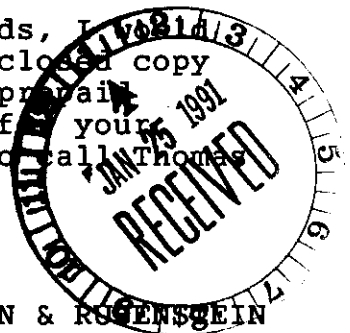
Dear Sir or Madam:

Pursuant to C.F.R. Section 2520.104-23, we are filing the following information as a compliance notice for an unfunded top hat plan.

Title of Plan	MPW Industrial Services, Inc. Deferred Compensation Plan
Plan Sponsor	MPW Industrial Services, Inc.
Address	9711 Lancaster Road, S.E. P.O. Box 838, Hebron, OH 43205
Employer Identification No.	31-1014212
Number of Employees Participating in the Plan	3

MPW Industrial Services, Inc. maintains the MPW Industrial Services, Inc. Deferred Compensation Plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. This is the only "top hat" plan maintained by MPW Industrial Services, Inc.

To ensure your receipt of this letter for our records, I appreciate it if you would date stamp and return the enclosed copy of this letter in the enclosed self-addressed, postage-prepaid envelope. I have enclosed a copy of the plan document for your records. If you have any questions, please feel free to call Thomas L. Geer or me at 614-224-3168.



Very truly yours,

SCHWARTZ, KELM, WARREN & RUBENSTEIN

Richard J. Helmreich

Richard J. Helmreich

RJH/dll;4077u

cc: Dennis R. Bauders
Thomas L. Geer, Esq.

**MPW INDUSTRIAL SERVICES, INC.
DEFERRED COMPENSATION PLAN**

Effective July 1, 1990

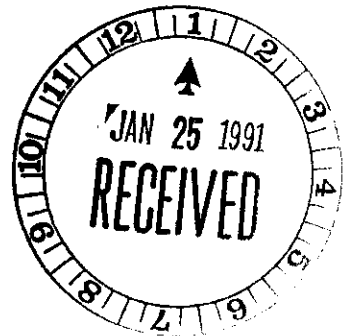


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**MPW INDUSTRIAL SERVICES, INC.
DEFERRED COMPENSATION PLAN**

MPW Industrial Services, Inc., an Ohio corporation, hereby establishes the MPW Industrial Services, Inc. Deferred Compensation Plan, effective as of July 1, 1990. The Plan consists of the provisions set forth in this document and is applicable to each Participant.

Section 1. **Definitions.** The following terms shall have the meanings assigned by this Section when used in this Plan which shall be equally applicable to the singular and plural forms of such terms:

"Account" means the Account maintained by the Company and the Committee for a Participant to or against which amounts are credited or charged under the Plan.

"Base Plan" means the MPW Industrial Services, Inc. Incentive Savings Plan & Trust.

"Beneficiary" means the person entitled to receive a Participant's benefits in the event of the Participant's death.

"Committee" means the Committee established under Section 7.

"Company" means MPW Industrial Services, Inc., an Ohio corporation.

"Compensation" means total remuneration paid or payable by the employer to the Participant in cash as reflected on the Participant's Form W-2 for the calendar year ending during or coincident with the Plan Year, but without giving any effect to salary reduction arrangements.

"Deferral Credit" means a credit to a Participant's Account under Section 3.2.

"Employee" means those management and highly compensated employees of the Company or any affiliate of the Company designated as such by the Committee under Section 2.

"Employer" means the Company and any affiliate of the Company designated as such by the Committee.

"Enrollment Agreement" means an agreement, in a form prescribed by the Committee, to participate in the Plan.

"Enrollment Period" means each enrollment period under the Base Plan or such other periods of time as the Committee may establish.

"Matching Credit" means a credit to a Participant's Account under Section 3.3.

"Participant" means an Employee who has enrolled as such under Section 2.2.

"Plan" means the MPW Industrial Services, Inc. Deferred Compensation Plan.

"Plan Year" means the plan year under the Base Plan.

"Termination" means the termination of the Participant's employment with the Company and its affiliates for any reason.

Section 2. Eligibility and Grant.

2.1. Eligibility. The Committee may from time to time designate those Employees eligible to participate in the Plan from the management and highly compensated employees of the Employer.

2.2. Enrollment

2.2.1. Each Employee shall be entitled to become a Participant by filing with the Committee an election on an Enrollment Agreement to defer a portion of the Compensation payable to the Participant. The Enrollment Agreement must be filed with the Committee prior to the beginning of the Enrollment Period to which it relates. Any Enrollment Agreement will remain in effect until altered, amended or revoked by a later Enrollment Agreement under this Section 2.2.1.

2.2.2. The portion of Compensation payment of which may be deferred pursuant to the Plan shall be in whole percentage points of Compensation, but shall not exceed fifteen percent (15%) of the Compensation of the Participant.

2.2.3. Separate Enrollment Agreements and/or different rates of deferral may be elected by a Participant for base wages and for incentive compensation or other extraordinary payments.

2.2.4. An Enrollment Agreement may be revoked by a Participant with respect to Compensation not yet earned by notice in writing to the Committee of such revocation or amendment prior to the time such Compensation is earned.

Section 3. Maintenance of Accounts.

3.1. Maintenance of Accounts. The Employer and the Committee shall maintain, on the Employer's books and records, an Account for each Participant to which shall be credited or charged, as the case may be, any credits and/or earnings adjustments under this Section. The Employer and the Committee shall not be responsible for any decrease in amounts credited to a Participant's Account resulting from application of this Section. The Committee may from time to time assess reasonable service charges against all or any portion of the Accounts to defray costs associated with the implementation and administration of the Plan.

3.2. Deferral Credits. The Account of each Participant shall be credited with Deferral Credits equal to the amounts of Compensation deferred by the Participant under Section 2.2.

3.3. Matching Credits. The Account of each Participant shall be credited with a Matching Credit for each Participant for whom a Deferral Credit is made. The amount of such Matching Credit shall equal the amount of matching contributions which would have been made had the Participant's Deferral Credit been made as Employee or 401(k) contributions to the Base Plan, or such greater or lesser amounts as the Employer shall determine prior to the date on which the Compensation to which the related Matching Credit is deferred.

3.4. Reserve.

3.4.1. The Employer may establish a Reserve of assets to provide funds for payments under the Plan. The Reserve may be invested in one or more investments or accounts.

3.4.2. Such Reserve may be through a trust account, and such Reserve shall, at all times, be subject to the claims of unsatisfied judgment creditors of the Employer and shall otherwise be on such terms and conditions as shall prevent taxation to Participants and Beneficiaries of any amounts held in the Reserve or credited to the Account prior to the time payments are made. The interests of Participants and Beneficiaries under the Plan shall be solely those of general creditors of the Employer's, and no Participants or Beneficiaries shall have any ownership rights in or to any Reserve. Rights to payments shall not be limited to assets held in any Reserve.

3.4.3. Any increase or decrease in the value of the Reserve shall be credited to or charged against the Accounts of Participants as if an equal percentage of each Account under the Plan were invested in the Reserve.

3.5. Reports. A report of the total amount credited to a Participant's Account shall be furnished by the Committee to the Participant not more than 90 days after the end of each Plan Year. All reports to a Participant shall be based on the net value of the Accounts as of the date of the report, to the extent such values are available to the Committee.

Section 4. Vesting. A Participant's vested percentage in the Participant's Deferral Credits and earnings thereon shall, at all times, be 100%. A Participant's vesting percentage in the Participant's Matching Credits and earnings thereon shall be equal to the Participant's vested percentage in the portion of his or her account under the Base Plan reflecting Employer contributions to such Base Plan which are not made under a salary reduction arrangement. A Participant's vested percentage in such Participant's Account shall be determined as of the date any payment is to be made. The portion of a Participant's Account which is not vested shall be forfeited upon termination of employment. The vested portion of the Participant's Account shall be adjusted, in such manner as the Committee may determine, to reflect any payments under Sections 5.2 or 5.3.

Section 5. Payments.

5.1. Termination. The vested portion of the Account of a Participant shall be paid to the Participant at the time payment of benefits is made under the Base Plan.

5.2. Early Payment. A Participant may, at any time, apply for early payment of any or all vested amounts held in the Account of such Participant. Upon such application or upon its initiative, the Committee may direct payment to the Participant of amounts not yet payable. In making a determination whether or not to so direct, the Committee shall take into account such factors as the Committee deems appropriate, including the interests of the Employer. Any such early payment shall be charged against the Participant's Account.

5.3 Payments on Taxability. If it is ever determined that any amount credited to a Participant's Account under this Plan was income and taxable to him or her, such taxable amounts or any portions thereof shall be paid to the Participant upon written request and be charged against the Participant's Account.

5.4. Payments While Employed. Except as provided in Sections 5.2 and 5.3, no payments shall be made under the Plan prior to Termination.

5.5. Payment Method. Amounts payable under the Plan shall be paid in a lump sum cash payment.

5.6. **Valuation.** Amounts payable under the Plan shall be valued at the time amounts payable under the Base Plan are valued.

5.7. **Right of Company to Withhold and Offset.** The Company shall have the right to withhold from any payments due under the Plan the amounts of any federal, state, or local withholding taxes not paid by the payee at the time of payment. The Company shall also have the right to withhold from any payments due under the Plan any amounts owed by the payee to the Employer or any affiliate.

5.8. **Restriction on Time of Payment.** If a Participant, prior to the date on which payment would otherwise be made under the Plan, has executed or is bound by any agreement or policy concerning confidentiality, proprietary information, completion with respect to the Employer or any affiliate, the Employer may (1) defer payment of any amounts due to the Participant for up to one year from the date payment would otherwise be made under the Plan, and (2) if any such agreement or policy is or may have been, as determined in the discretion of the Committee, violated, transfer any assets held in a Reserve to a special Reserve for such Participant and dated payment until the later of (a) the date the Participant attains age 65, or (b) the date the Participant has been retired from all employment with any person or entity for one year.

Section 6. **Beneficiaries.**

6.1. **Designation of Beneficiaries.** A Participant may designate one or more Beneficiaries for any payments which the Participant is entitled to receive under the Plan and which are unpaid at the time of the Participant's death. If a Participant dies without having completed and filed a proper Beneficiary designation or all designated Beneficiaries are not in existence, the payments due on or after the Participant's death shall be paid to the fiduciary of the Participant's probate estate; provided, however, that if the Committee does not receive notice that a fiduciary has been appointed and qualified within 180 days after the death of the Participant, payment shall be made to those persons entitled to receive the Participant's property under the intestacy laws of the jurisdiction of his residence at the time of his death.

6.2. **Designation Forms.** All Beneficiary designations shall be on forms provided by the Committee and shall be effective on the date filed with the Committee. A Participant may change any Beneficiary at any time by filing with the Committee a written change of Beneficiary form.

Section 7. **The Committee.**

7.1. **Appointment and Tenure.** The Committee shall consist of members who shall serve at the pleasure of the Company. Any Committee member may be dismissed at any time, with or without cause, upon notice from the Company. Any Committee member may resign by delivering a written resignation to the Company. Vacancies arising by the death, resignation or removal of a Committee member shall be filled by the Company. If the Company fails to act, and in any event until the Company so acts, the remaining members of the Committee may appoint an interim Committee member to fill any vacancy occurring on the Committee. If no person has been appointed to the Committee or if no person remains on the Committee, the administrative committee under the Base Plan shall act as the Committee.

7.2. Meetings; Majority Rule. Any and all acts of the Committee taken at a meeting shall be by a majority of all members of the Committee. The Committee may act by vote taken in a meeting (at which a majority of members shall constitute a quorum) if all members of the Committee have received at least 10 days' written notice of such meeting or have waived notice. The Committee may also act by majority consent in writing without a meeting.

7.3. Delegation. The Committee may delegate to any one or more of its members authority to sign any documents on its behalf or to act on its behalf, but no person to whom such authority is delegated shall perform any act involving the exercise of any discretion without first obtaining the concurrence of a majority of the members of the Committee, even though he or she alone may sign any document required by third parties. The Committee may elect one of its number to serve as chairman. The chairman shall preside at all meetings of the Committee or delegate such responsibility to another Committee member. The Committee may elect one person to serve as secretary of the Committee. The secretary may, but need not, be a member of the Committee. All third parties may rely on any communication signed by the secretary, acting as such, as an official communication from the Committee.

7.4. Authority and Responsibility of the Committee. The Committee shall have the duties and authorities to (a) maintain records relating to Participants and their Beneficiaries, (b) prepare and furnish to Participants all information required under applicable law or of the Plan to be furnished to them, (c) prepare and file or publish with all appropriate governmental officials all reports and other information required under law to be so filed or published, (d) construe the provisions of the Plan, to correct defects therein and to supply omissions thereto, and (e) engage assistants and professional advisers.

7.5. Report and Disclosure. The Committee shall keep all individual and group records relating to Participants and Beneficiaries, and all other records necessary for the proper operation of the Plan. Such records shall be made available to the Company and to each Participant and Beneficiary for examination during business hours. A Participant or Beneficiary may examine only such records as pertain exclusively to the examining Participant or Beneficiary. The Committee shall prepare and file as required by applicable law all reports, forms, documents, and other items.

7.6. Construction of the Plan. The Committee shall interpret the Plan and shall determine the questions arising in the administration, interpretation and application of the Plan. It shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances uniformly.

7.7. Engagement of Assistants and Advisers. The Committee shall have the right to hire such professional assistants and consultants as it in its sole discretion, deems necessary or advisable, including, but not limited to accountants, actuaries, attorneys, consultants, and clerical and office personnel.

7.8. Compensation of the Committee. The members of the Committee shall serve without compensation for their services as such, but all expenses of the Committee shall be paid or reimbursed by the Company.

7.9. Indemnification of the Committee. Each member of the Committee shall be indemnified by the Company against costs, expenses and liabilities (other than amounts paid in settlements to which the Company does not consent) reasonably incurred by such member in connection with any action to which such member may be a party by reason of service as a member of the Committee, except in relation to matters as to which he shall

be adjudged in such action to be personally guilty of gross negligence or willful misconduct in the performance of his duties. The foregoing right to indemnification shall be in addition to such other rights as the Committee member may enjoy as a matter of law, by reason of insurance coverage of any kind, or otherwise.

7.10. Suspension of Payments in Event of Dispute. The Committee, if in doubt concerning the correctness of its action in making a payment, may suspend the continuation of any such payments until satisfied as to the correctness of the amount of payment or the payee, or cause or allow the filing in any court of competent jurisdiction of a suit in such form as the Committee deems appropriate, including an interpleader action, for a legal determination of the payments to be made and/or the payee. The Company and the Committee shall comply with the final orders of the court in any such suit, subject to any appellate review, and each Participant and Beneficiary shall be similarly bound thereby.

7.11. Acceleration of Vesting. The Committee shall have the power to accelerate vesting of all or any portion of any Account to such extent and at such times as may be in the best interests of the Company.

Section 8. Claims Procedure.

8.1. Application for Payments. Payments under the Plan will be made when benefits under the Base Plan are made. Each person or entity believing himself or herself eligible for additional payments under the Plan may apply for such payments by completing and filing with the Committee an application for such payments. Each such application must be supported by such information and data as the Committee deems relevant and appropriate. Relevant evidence shall be required of all applicants for benefits.

8.2. Notice of Denial of Claims. In the event that any claim for benefits is denied in whole or in part the claimant whose claim has been so denied shall be notified of such denial in writing by the Committee. The notice advising of the denial shall specify the reason or reasons for denial, make specific reference to pertinent Plan provisions, describe any additional material or information necessary for the claimant to perfect the claim (explaining why such material or information is needed), and shall advise the claimant of the procedure for the appeal of such denial.

8.3. Appeals of Denied Claims. All appeals shall be made by the following procedure:

8.3.1. The claimant shall file with the Committee a written notice of appeal of the denial, within 60 days of notification by the Committee of claim denial, setting forth all of the facts upon which the appeal is based.

8.3.2. The Committee shall, within 30 days of receipt of a notice of appeal, establish a hearing date on which the claimant may make an oral presentation to the Committee in support of his or her appeal and by which the claimant must have submitted all written materials supporting the claim and shall provide the claimant not less than 10 days notice of such date.

8.3.3. The Committee shall consider the merits of the claimant's written and oral presentations, the merits of any facts or evidence in support of the denial of payments, and such other facts and circumstances as the Committee shall deem relevant.

8.3.4. The Committee shall render a determination upon the appealed claim accompanied by a written statement as to the reasons therefor.

8.4. **Effect of Committee Decision.** Any decision or action of the Committee shall be final and binding on all persons absent fraud or arbitrary abuse of the wide discretion granted to the Committee.

Section 9. **Miscellaneous.**

9.1. **Amendment and Termination.**

9.1.1. The Company may at any time and from time to time alter, amend, suspend, or terminate this Plan with or without the consent of any Participant or Beneficiary.

9.1.2. Any amendment or termination of the Plan shall become effective as to a Participant or Beneficiary on written notice of the Plan amendment or termination to such person. Notice shall be deemed given when actually delivered, posted in the office of the Company, or mailed to the Employee or Beneficiary. No Plan amendment shall reduce the amount payable to any person.

9.1.3. If the Plan is curtailed or terminated, or the deferral of additional Compensation is suspended permanently, the Company shall continue to be responsible for making payments attributable to prior grants under the Plan.

9.1.4. Upon curtailment, suspension, or termination, the Committee may, if it deems it to be in the best interests of the Company, direct early payment of any or all Accounts under Section 5.2.

9.2. **No Contract of Employment.** The establishment of the Plan, any modification thereof and the payment of any benefits, shall not give any Participant or other person the right to be retained in the service of the Company or any affiliate, and all persons shall remain subject to discharge to the same extent as if the Plan had never been adopted.

9.3. **Tax Effects.** Neither the Company, the Committee, nor any firm, person, or corporation, represents or guarantees that any particular federal, state or local tax consequences will occur as a result of any Participant's participation in this Plan. Each Participant shall consult with his own advisers regarding the tax consequences of participation in this Plan.

9.4. **Nonalienation of Benefits.** None of the payments, benefits, or rights of any Participant or Beneficiary shall be subject to any claim of any creditor, and, to the fullest extent permitted by law, all such payments, benefits, and rights shall be free from attachment, garnishment, or any other legal or equitable process available to any creditor of such Participant or Beneficiary. No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary.

9.5. **Acknowledgments.** The Participants specifically understand and acknowledge that the value of the Accounts may increase or decrease and that any such decrease will reduce the benefits payable under this Plan.

9.6. **Assumptions.** The Plan may be assumed by the successors and assigns of the Company.

9.7. No Trust Created. No term or provision of the Plan or any Enrollment Agreement or other instrument under the Plan shall be deemed to create a trust or fiduciary relationship of any kind. Any Reserve and any and all other funds held pursuant to the Plan shall continue for all purposes to be a part of the assets of the Company. To the extent that anyone acquires a right to receive payment from the Company of any amount payable pursuant to the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

9.8. Limitation of Liability. The liability of the Company under this Plan is limited to the obligations expressly set forth in the Plan, and no term or provision of this Plan shall be construed to impose any further or additional duties, obligations or costs on the Company or the Committee not expressly set forth in the Plan.

9.9. Payments to Minors, etc. Any amount payable to or for the benefit of a minor, an incompetent person or any other person incapable of receipting therefor may be paid to such person's guardian, to any trustee or custodian holding assets for the benefit of such person, or to any person providing, or reasonably appearing to provide, for the care of such person, and such payment shall fully discharge the Committee and the Company with respect thereto.

9.10. Notices. Notices required or permitted to be made under the Plan shall be sufficiently made if sent by registered or certified mail addressed (a) to a Participant or Beneficiary at such person's address as set forth in the books and records of the Company, or (b) to the Company or the Committee at the principal office of the Company.

9.11. Headings and Captions. The headings and captions in the Plan are provided for convenience only, shall not be considered a part of the Plan, and shall not be employed in the construction of the Plan.

9.12. Entire Agreement; Successors. This Plan and any subsequently adopted amendments shall constitute the entire agreement or contract between the Company and the Participants and Beneficiaries regarding the Plan. No oral statement regarding the Plan may be relied upon by any Participant or Beneficiary. This Plan and any amendment shall be binding on the Company, Participants and Beneficiaries and their respective heirs, administrators, trustees, successors and assigns.

9.13. Severability of Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

9.14. Governing Law. The laws of the state of Ohio shall apply in determining the construction and validity of the Plan and all rights and obligations under the Plan.

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07/31/90