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U.S. DEPT. OF LABOR
MAY PUBLIC DISCLOSURE
NOV 13 10:00 AM '00

*ADMITTED TO PRACTICE IN
MICHIGAN AND INDIANA
**ADMITTED TO PRACTICE IN
MICHIGAN AND OHIO

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November 1, 2000

VIA CERTIFIED MAIL

Pension and Welfare Benefits Administration
Room 5644, U.S. Department of Labor
Washington, D.C. 20210

RE: Mayer Tool & Engineering, Inc.
1404 N. Centerville Road
Sturgis, Michigan 49091
EIN: 38-2086391
Our File: 11608

To Whom It May Concern:

Please be advised that the above referenced employer has entered into an unfunded Deferred Compensation Agreement with one employee. The purpose of this contract is to provide for deferred compensation for this particular individual. There is one other such contract.

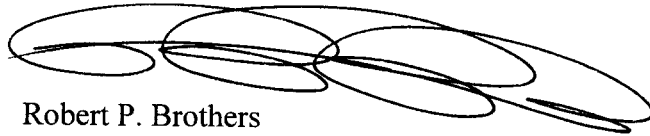
This statement is being filed in order to ensure that if at some future time this Plan is determined to be a Plan that is maintained primarily for a select group of management or highly compensated employees, the employer has satisfied the reporting and disclosure requirements under E.R.I.S.A. However, this filing should not be construed as a determination by the employer that this contract constitutes such a plan.

If you have any questions or comments in this regard, please do not hesitate to contact the undersigned.

Page 2 of 2
November 1, 2000

Yours very truly,

BIRD, SVENDSEN, BROTHERS,
SCHESKE & PATTISON, P.C.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, positioned above the printed name.

Robert P. Brothers

RPB:pc

enc.

cc: Caralee Mayer

Deferred Compensation Agreement

THIS DEFERRED COMPENSATION AGREEMENT, made this 29th day of Sept., 2000, by and between Mayer Tool & Engineering, Inc., a Michigan corporation (hereinafter referred to as the "Company"), and Patrick Roussey II (hereinafter referred to as the "Employee").

WITNESSETH

WHEREAS, the Company has employed the Employee to perform certain services and the Company and the Employee desire to provide for the deferment of the payment of a part of the compensation payable by the Company to the Employee for such services;

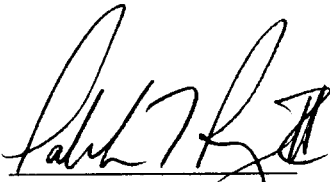
NOW, THEREFORE, the Company and the Employee hereby agree as follows:

1. Company shall make a contribution in an amount not less than 5% of Employee's compensation for the preceding year of employment, within 60 days of employee's anniversary date of employment, to a deferred compensation fund. No contribution will be made for partial years of employment.
2. The deferred compensation fund shall be established as an account on the Company's financial records and the funds in that account shall be subject to the claims of Company's creditors in the event of Company's insolvency until paid to Employee. Notwithstanding the establishment of said fund, this Agreement shall constitute an unfunded arrangement and shall not affect the status of this Agreement as an unfunded plan maintained for the purpose of providing deferred compensation to Employee, for purposes of Title I of the Employee Retirement Income Security Act of 1974.
3. If Employee completes 10 years of service with Company from the date of this Agreement, Company shall pay to Employee, or his designated beneficiary, all amounts in the fund upon termination of his employment whether by reason of Employee's death, disability, retirement, or dismissal.
4. If Employee fails to complete 10 years of service with Company from the date of this Agreement, the following provisions shall control:
 - A. If Employee's employment with Company is terminated by Employee, he shall not receive any amounts in the fund.
 - B. If Employee's employment with Company is terminated by Company without just cause, Company shall pay to Employee all amounts in the fund.
 - C. If Employee's employment with Company is terminated by Company with just cause, he shall not receive any amounts in the fund.
 - D. If Employee's employment with Company is terminated because of death or disability, Company shall pay to Employee all amounts in the fund.
 - E. Just cause for termination will exist only for one or more of the following:
 - i. An act of fraud, theft, or embezzlement against the Corporation or any of its customers or employees.
 - ii. A breach of any of Employee's duties of loyalty or honesty to the Corporation.

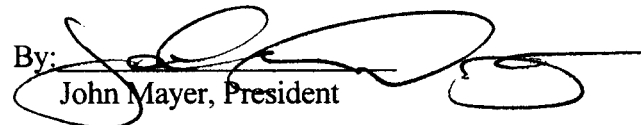
- iii. A breach of Employee's duty not to engage in self-dealing with regard to the Company's assets, properties, or business opportunities.
- iv. A conviction of Employee (or a plea of *nolo contendere* in lieu thereof) for a felony which involves dishonesty, fraud, or moral turpitude.
- v. Intentional material misconduct or violation of the Company's written policies or reasonable specific instructions from the Board of Directors (as long as said policies or instructions do not require Employee to violate any laws or reasonable business ethics).
- vi. Grossly negligent failure of Employee to perform his duties to the Company, if Employee fails to cure the grossly negligent performance within Thirty (30) days after receiving written notice from the Company or its President of the grossly negligent performance.

- 5. Company shall invest the funds in a reasonable manner but shall not be responsible for any investment losses unless those losses arise out of the gross negligence of Company.
- 6. No effect shall be given to the deferred amounts for the purposes of any of the Company's employee benefit plans.
- 7. Nothing herein contained shall be deemed to constitute an agreement for employment for a period of time.
- 8. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements.
- 9. Any notice to Employee may be given either by delivering it to him or by depositing it in the United States certified mail, return receipt requested, postage prepaid, addressed to his last known address.
- 10. No delay or failure by either party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.
- 11. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
- 12. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Company and the Employee have executed this Agreement the day and year first above written.


Patrick Roussey II

Mayer Tool & Engineering, Inc.

By: 
John Mayer, President

CERTIFIED MAIL

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