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ASSOCIATES

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September 22, 1992

Ronald D. Allen  
Chief, Division of Reporting Requirements  
US Department of Labor  
Pension and Welfare Benefits Administration  
Washington, DC 20210

Re: Star Cutter Company Supplemental Retirement Plan  
Alternative Method of Compliance for Pension Plans for  
Selected Employees

Employer ID Number: 38-1325280  
Date of Statement: July 11, 1992

Dear Mr. Allen:

Pursuant to your request in your letter dated August 31, 1992, enclosed is a copy of the executed Star Cutter Company Supplemental Retirement Plan (the "Plan") for "top hat" employees. The signature page indicates that the Plan was adopted on March 23, 1992.

Under Department of Labor regulation 2520.104-23, a plan administrator of an unfunded or fully insured top hat pension plan may file a brief statement in lieu of all other annual reporting and disclosure requirements under ERISA. This statement is to be filed within 120 days after the plan becomes subject to Title I of ERISA.

The Star Cutter Plan became subject to Title I of ERISA on the date of adoption. Accordingly, the plan administrator had 120 days from March 23, 1992, or until July 21, 1992, in which to file a statement with the Secretary of Labor under the terms of the regulation.

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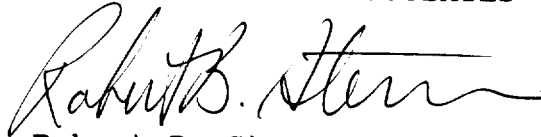
A statement (copy enclosed) with the required information was filed on July 11, 1992. The plan administrator therefore complied with the applicable reporting and disclosure requirements under Title I of ERISA.

We trust this satisfies your informational request. Accordingly, it would seem there is no need for the plan administrator to avail himself of the Department of Labor's grace period program. If you disagree, we would request a timely telephone call from you to discuss the matter.

If you have any questions, or need additional information, please do not hesitate to contact us.

Very truly yours,

STEVENSON KEPPELMAN ASSOCIATES



Robert B. Stevenson

RBS/jm  
1402alle  
cc: Boyd Moilanen (w/o Encl)  
Encl.

STAR CUTTER COMPANY  
SUPPLEMENTAL RETIREMENT PLAN

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**STAR CUTTER COMPANY  
SUPPLEMENTAL RETIREMENT PLAN**

The Star Cutter Company Supplemental Retirement Plan is hereby established by Star Cutter Company for the purpose of providing supplemental retirement income benefits to a limited number of top management employees largely responsible for enhancing the earnings and growth of Corporation.

The provisions set forth in this Plan are applicable only to Employees in the employ of Star Cutter on August 31, 1989 who are selected as participants by its Board of Directors.

ARTICLE I  
DEFINITIONS

Wherever used herein the following terms shall have the meanings hereinafter set forth;

1.1 "Actuarial Equivalent" means any one of two or more benefits of equivalent value as determined based upon the Unisex Pension 1984 mortality table, and the interest rate which would be used (as of the first day of the Plan Year which contains the date of distribution) by the Pension Benefit Guaranty Corporation ("PBGC") for a trustee single employer plan to value a benefit upon termination of an insufficient trustee single employer plan. If on the date as of which Actuarial Equivalency is being determined the Participant whose benefit is being valued had reached age 65, the PBGC interest rate for valuing immediate annuities shall be used; otherwise the PBGC deferred annuity interest rates shall apply. "Actuarially Equivalent" shall describe the relationship of equivalent value of two or more benefits, as described above.

1.2 "Affiliated Company" or "Affiliate" means any corporation, trade or business entity which is a member of a controlled group of corporations, trades or businesses of which the Company is also a member, as provided in Code Sections 414(b) or (c).

1.3 "Annual Earnings" means in respect of any given Participant and (i) for any given Plan Year commencing prior to September 1, 1974, the total compensation, including salaries, commissions, and bonuses paid in accordance with an established pattern or a formula, paid or accrued to him by the Company in respect of such Plan Year excluding overtime, compensation paid in kind, special allowances or reimbursements to cover expenses paid or incurred on behalf of the Company or in the course of employment with the Company, the Company's contributions to any pension, profit-sharing or retirement plan, and compensation in the form of wages, production bonuses, Christmas bonuses and

discretionary bonuses; (ii) for any given Plan Year commencing on or after September 1, 1974 and ending before September 1, 1984 the total cash compensation, including salaries, commissions, overtime and bonuses, paid or accrued to him by the Company in respect of such Plan Year, excluding compensation paid in kind, special allowances or reimbursements to cover expenses paid or incurred on behalf of the Company or in the course of employment with the Company and the Company's contributions to any pension, profit-sharing or retirement plan; and (iii) for any given Plan Year commencing on or after September 1, 1984 the total cash compensation, including salaries and overtime, and commissions (in an amount not to exceed fifty percent (50%) of base salary), paid or accrued to him by the Company in respect of such Plan Year, excluding bonuses, compensation paid in kind, special allowances or reimbursements to cover expenses paid or incurred on behalf of the Company or in the course of employment with the Company, and the Company's contributions to any pension, profit-sharing or retirement plan provided, however, that elective salary reduction contributions to the Star Cutter Company 401(k) Plan shall be included in compensation.

1.4 "Beneficiary" means the person or persons designated by the Participant or otherwise specified in Section 4.2 to receive benefits under this Plan in the event of the Participant's death.

1.5 "Board" means the Board of Directors of the Company.

1.6 "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any regulations relating thereto.

1.7 "Company" means Star Cutter Company, a Michigan corporation, or, to the extent provided in Section 7.9 below, any successor corporation or other entity resulting from a reorganization, merger or consolidation into or with the Company, or a transfer or sale of substantially all of the assets of the Company.

1.8 "Credited Service" for purposes of this Plan shall be equal to a Participant's Credited Service as shown on the

records of the Pension Plan for Employees of Star Cutter Company on August 31, 1989, plus an additional Year of Credited Service for each complete twelve consecutive month period elapsing between September 1, 1989 and the earlier of (a) the date the Participant quits, retires, dies, or is discharged, or (b) the first anniversary of the date the Participant remains absent from service with the Company (with or without pay) for any reason other than a quit, retirement, death or discharge, not to exceed a total of 40 Years of Credited Service. If a Participant completes a partial Year of Credited Service in the year his employment with the Company terminates, he shall receive a partial Year of Credited Service determined by dividing by 365 the number of days between the last September 1 on which he was in service with the Company and the day his employment terminates.

1.9 "Early Retirement Age" means age 62.

1.10 "Early Retirement Date" means the first day of the month coinciding with or next following the Participant's 62nd birthday, whether or not he then retires.

1.11 "Employee" means a salaried employee of the Company or of an Affiliated Company who is a participant under the Qualified Pension Plan (or any successor or replacement to the Qualified Pension Plan) who is designated as a Participant by the Board.

1.12 "Final Average Annual Earnings" means the Participant's average Annual Earnings for the highest paid five calendar years out of his last ten full consecutive calendar years of Company employment.

1.13 "Normal Retirement Age" means age 65.

1.14 "Normal Retirement Date" means the first day of the month coinciding with or next following the Participant's 65th birthday, whether or not he then retires.

1.15 "Participant" means an Employee who is eligible to participate in this Plan pursuant to Article II hereof.

1.16 "Plan" means this Star Cutter Company Supplemental Retirement Plan.

1.17 "Primary Social Security Benefit" means with respect to any Participant or Retired Participant the annual benefit which such Participant is eligible to receive commencing at his Normal Retirement Date under the Federal Social Security Act as in effect on that date, as estimated by the Committee on a uniform basis, except that with respect to any Participant who terminates employment prior to his Normal Retirement Date, Primary Social Security Benefit shall, for purposes of the Plan, mean an amount equal to the annual benefit he would be entitled to receive under the Federal Social Security Act then in effect, commencing at his Normal Retirement Date if he should survive until his Normal Retirement Date and assuming that his compensation would continue to his Normal Retirement Date and that his compensation would be covered and taken into account in computing benefits payable to him under the Federal Social Security Act in effect on the date of his retirement. Where a Participant's actual Primary Social Security Benefit is known, such actual benefit shall be used. Where a Participant's actual Primary Social Security Benefit is not known, it shall be estimated by the Committee for the pre-separation, pre-retirement or pre-hire salary history, by applying a salary scale, projected backwards, from the Participant's Annual Earnings at separation, retirement or at hire, and the salary scale shall be the actual change in the average wages from year to year determined by the Social Security Administration.

No benefit under the Plan may be decreased by reason of any increase in the benefit levels or wage base under Title II of the Social Security Act if such increase occurs after the date of a Participant's separation from service with the Company.

1.18 "Qualified Pension Plan" means the Pension Plan for Employees of Star Cutter Company as restated effective September 1, 1989 and each predecessor, successor or replacement to the said Qualified Pension Plan.

1.19 "Supplemental Death Benefit" means the benefit payable to a Participant's Beneficiary with respect to a Participant who dies after attaining age 62 but prior to commencement of benefits under this plan, as described in Section 4.1.

1.20 "Supplemental Retirement Benefit" means the benefit payable to a Participant pursuant to the terms of this Plan.

1.21 Construction. Words in the masculine gender shall include the feminine and the singular shall include the plural, and vice versa, unless qualified by the context. Any headings used herein are included for ease of reference only, and are not to be construed so as to alter the terms hereof.

ARTICLE II  
ELIGIBILITY

2.1 Participation. An Employee shall become a Participant hereunder upon designation as such by the Board. Such designation shall be made in writing and filed with the records of the Plan. The Board shall promptly notify those employees selected as Participants hereunder of their participation and anticipated benefits. If a Participant described in the preceding sentence dies prior to commencement of payment of a benefit hereunder, his Surviving Spouse shall be eligible to receive a Supplemental Surviving Spouse Benefit, as provided in Section 4.1.

2.2 Top Hat Requirements. No Employee shall be designated as a Participant hereunder unless the employee qualifies for inclusion in a "select group of management or highly compensated employees" as defined in Sections 201(2), 301(a)(3), 401(a)(1) and 4021(b)(6) of Employee Retirement Income Security Act of 1974.

ARTICLE III  
SUPPLEMENTAL RETIREMENT BENEFITS

3.1 Time for Retirement. A Participant shall be eligible to receive Supplemental Retirement Benefits under this Plan upon termination of employment with the Company for any reason and at any time on or after he reaches his Early Retirement Age (age 62). Such Participant shall be eligible for the amount of benefits described in Section 3.2, which amount shall be fixed as of the Participant's Early Retirement Date and shall not thereafter be increased or decreased for any reason.

3.2 Amount of Supplemental Retirement Benefit. The Supplemental Retirement Benefit payable to an eligible Participant who terminates employment on or after his Early Retirement Date shall be an amount equal to (a) his Original Pension Benefit minus (b) his Qualified Plan Benefits, where:

(a) his Original Pension Benefit is the lump sum Actuarial Equivalent of a monthly amount (rounded off to the next highest whole dollar) commencing on his Early Retirement Date and continuing through the first day of the month in which the Participant dies, calculated as the greatest of (1) or (2) below, based on the assumptions and subject to the fraction described in (3) below:

(1) One twelfth ( $1/12$ ) of the excess of (A) over (B) where --

(A) is the product of (i) the number of full and fractional years of such Participant's Credited Service as of his Normal Retirement Date and (ii) 1.67% of such Participant's Final Average Annual Earnings as of his Normal Retirement Date, provided, however, that the product of (i) and (ii) shall not exceed 50%, and

(B) is such percentage (not to exceed 50%) of the Participant's Primary Social Security Benefit as shall be determined by multiplying 1.67% by the number of full and

fractional years of such Participant's Credited Service as of his Normal Retirement Date; or

(2) The product of (A) the number of full and fractional years of such Participant's Credited Service as of his Normal Retirement Date and (B) Fifteen Dollars (\$15.00), provided that--

(3) The monthly amount described in paragraphs (1) and (2) above shall be calculated by using the Credited Service the Participant would have if he continued in employment with the Company until his Normal Retirement Date (his "Projected Credited Service"), his Annual Earnings continued at the same rate as in effect for the Plan Year in which he reaches his Early Retirement Age, and assuming no change in the Federal Social Security Act as it exists on the September 1 coincident with or immediately preceding the date the calculation is being made, and multiplying the result by a fraction, the numerator of which is the Participant's actual Credited Service on his Early Retirement Date (but not more than 40) and the denominator of which is his Projected Credited Service (but not more than 40).

(b) his Qualified Plan Benefit is the sum of (1) and (2):

(1) the Participant's Account Balance on his Early Retirement Date under the Pension Plan for Employees of Star Cutter Company as restated effective September 1, 1989 and as thereafter amended from time to time and

(2) the total Company matching contributions under the Star Cutter Company 401(k) Plan on his Early Retirement Date.

3.3 No Deferred Vested Benefits. A Participant shall not receive any benefits under this Plan if he terminates employment for any reason before age 62. A Participant who remains in employment with the Company up to or beyond his Early Retirement Date shall be entitled to benefits under this Plan regardless of the reason he thereafter terminates such employment.

3.4 Form of Benefit. The Supplemental Retirement Benefit payable to a Participant shall be paid in ten equal annual installments, without interest, commencing on the first day of the month following the date the Participant terminates employment with the Company on or after his Early Retirement Date.

3.5 Small Benefit Payments. If the value of the Participant's benefits under this Plan is \$3,500 or less, the Company may, in its sole discretion, pay such benefits in a single lump sum payment on the date payments in installments would otherwise commence.

3.6 Source of Benefit Payments. Any Supplemental Retirement Benefit or Supplemental Death Benefit payable to a Participant or a Beneficiary shall be paid out of the Company's general assets.

ARTICLE IV  
DEATH BENEFITS

4.1 Death Benefits. If a Participant dies on or after attaining age 62 but prior to commencement of payment of benefits under this Plan, his Supplemental Death Benefits shall be the same amount as the Supplemental Retirement Benefits which would have been payable had the Participant retired on the date of his death, and which shall be payable in 10 equal annual installments without interest to the Beneficiary designated by the Participant as provided in Section 4.2. If a Participant dies after commencement of payment of benefits under this Plan, the remaining benefits shall be paid to the Participant's designated Beneficiary.

4.2 Designation of Beneficiary. A Participant shall designate a Beneficiary to receive any benefits payable after his death. Such designation shall be in writing on a form provided by the Company, and shall be effective upon receipt by the Company. No designation shall be effective if it is received by the Company after the Participant's death. A Participant may revoke, amend or alter the designation of a Beneficiary at any time. The filing of a new designation of Beneficiary will cancel any inconsistent designation of Beneficiary previously filed. If the Participant fails to designate a Beneficiary, then his benefits under this Plan shall be paid to his surviving spouse, or if none, to his surviving children in equal shares, or, if none, to his estate.

ARTICLE V  
ADMINISTRATION OF THE PLAN

5.1 Administration by the Company. The Company, acting through the its Board of Directors, shall be responsible for the general operation and administration of the Plan and for carrying out the provisions thereof.

5.2 General Powers of Administration. All provisions set forth in the Qualified Pension Plan with respect to the administrative powers and duties of the Company, expenses of administration, and procedures for filing claims shall also be applicable with respect to the Plan. The Company shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Company with respect to the Plan. Decisions of the Company with respect to eligibility, administration, and interpretation of the Plan shall be final and binding on all Employees, Participants, and Beneficiaries and their successors in interest.

ARTICLE VI  
AMENDMENT OR TERMINATION

6.1 Amendment or Termination. The Company intends the Plan to be permanent but reserves the right, to amend or terminate the Plan when, in the sole opinion of the Company, such amendment or termination is advisable. Any such amendment or termination shall be made pursuant to a resolution of the Board and shall be effective as of the date of such resolution or as specified therein.

6.2 Effect of Amendment or Termination. No amendment or termination of the Plan shall directly or indirectly deprive any current or former Participant or his Beneficiary of all or any portion of any Supplemental Retirement Benefit or Supplemental Death Benefit the payment of which has commenced prior to the effective date of such amendment or termination or which is vested at the time of such amendment or termination of the Plan. (For purposes of this Section 6.1, a benefit is vested on and after the Participant has completed five Years of Credited Service.) No amendment of the Plan shall directly or indirectly deprive any Participant of the right to continue Participation in the Plan while in employment with the Company, unless such amendment terminates participation for all Participants on and after the date such amendment is adopted.

ARTICLE VII  
GENERAL PROVISIONS

7.1 Funding. The Plan at all times shall be entirely unfunded and the Company shall not be required at any time to segregate any assets of the Company for payment of any benefits hereunder. No Participant, Beneficiary or any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan and any such Participant, Beneficiary or other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan.

7.2 General Conditions. Any Qualified Pension Plan retirement benefit or Qualified Pension Plan surviving spouse benefit, or any other benefit payable under the Qualified Pension Plan, shall be paid solely in accordance with the terms and conditions of the Qualified Pension Plan and nothing in this Plan shall operate or be construed in any way to modify, amend or affect the terms and provisions of the Qualified Pension Plan.

7.3 No Guaranty of Benefits. Nothing contained in the Plan shall constitute a guaranty by the Company or any other entity or person that the assets of the Company will be sufficient to pay any benefit hereunder.

7.4 No Enlargement of Employee Rights. No Participant or Beneficiary shall have any right to a benefit under the Plan except in accordance with the terms of the Plan. Establishment of the Plan shall not be construed to give any Participant the right to be retained in the service of the Company.

7.5 Spendthrift Provision. No interest of any person or entity in, or right to receive a benefit under, the Plan shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive a benefit be

taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

7.6 Applicable Law. The Plan shall be construed and administered under the laws of the State of Michigan.

7.7 Small Benefits. If at any time the actuarial value of any Supplemental Retirement Benefit or Supplemental Death Benefit is less than \$3,500, the Company may pay the actuarial value of such benefit to the Participant or Beneficiary in a single lump sum in lieu of any further benefit payments hereunder.

7.8 Incapacity of Recipient. Any Supplemental Retirement Benefits or Supplemental Death Benefits payable under this Plan shall be paid to the Participant or Beneficiary, notwithstanding such Participant's or Beneficiary's incompetency, and such payment shall be a complete discharge of any liability of the Company and the Plan therefore.

7.9 Corporate Successor. The Plan shall not be automatically terminated by a transfer or sale of assets of the Company or by the reorganization, merger or consolidation of the Company into or with any other corporation or other entity, but the Plan shall be continued after such transfer, sale, reorganization, merger or consolidation only if and to the extent that the transferee, purchaser or successor entity agrees to continue the Plan. In the event that the Plan is not continued by the transferee, purchaser or successor entity, then the Plan shall terminate subject to the provisions of Section 6.2.

7.10 Unclaimed Benefit. Each Participant shall keep the Company informed of his current address and the current address of his Beneficiary. The Company shall not be obligated to search for the whereabouts of any person. If the location of a Participant is not made known to the Company within three (3)

years after the date on which payment of the Participant's Supplemental Retirement Benefit may first be made, payment may be made as though the Participant had died at the end of the three-year period. If, within one additional year after such three-year period has elapsed, or, within three years after the actual death of a Participant, the Company is unable to locate any Beneficiary for the Participant, then the Company shall have no further obligation to pay any benefit hereunder to such Participant or Beneficiary or any other person and such benefit shall be irrevocably forfeited.

7.11 Limitations on Liability. Notwithstanding any of the preceding provisions of the Plan, neither the Company nor any individual acting as an employee or agent of the Company shall be liable to any Participant, former Participant, Beneficiary or any other person for any claim, loss, liability or expense incurred in connection with the Plan.

7.12 Duties of Participants, and Beneficiaries. The Participant and the Beneficiary of a Participant shall, as a condition of receiving benefits under this Plan, be obligated to provide the Committee with such information as the Committee shall require in order to calculate benefits under this Plan.

IN WITNESS WHEREOF, the Company has adopted the Star Cutter  
Company Supplemental Retirement Plan on 2/23, 1992.

ATTEST:

Star Cutter Company

BY

*Thomas H. Lawton*

By

*AT*

Its

*President*

Its

*VP*

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03/10/92