



DAVIS KUELTHAU

attorneys at law
PUBLIC DISCLOSURE

2010 DEC 23 PM 3:44

December 23, 2010

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Ave., NW
Washington, DC 20210

Re: Manitowoc Tool and Machining, LLC Non-Qualified Deferred Compensation Plan

Dear Sir/Madam:

This is to advise you of the establishment of a Non-Qualified Deferred Compensation Plan on behalf of our client, Manitowoc Tool and Machining, LLC.

The Plan information is as follows:

Employer: Manitowoc Tool and Machining, LLC
Address: 4211 Clipper Drive
Manitowoc, WI 54220

FEIN# 39-1825777

Number of Plans: 1

Number of Participants in the Plan: 6

The Plan was signed and approved on December 1, 2010.

Phone 920.435.9378 Direct 920.431.2228 Fax 920.431.2268
318 S. Washington Street, Suite 300, Green Bay, WI 54301
bdeadman@dkattorneys.com

BROOKFIELD · GREEN BAY · MADISON · MILWAUKEE · OSHKOSH · SHEBOYGAN

Top Hat Plan Exemption
December 23, 2010
Page 2

Please contact the undersigned if you have any questions.

Very truly yours,

Davis & Kuelthau, s.c.

A handwritten signature in black ink, appearing to read "B. Deadman", with a long horizontal flourish extending to the right.

Bruce B. Deadman

BBD:kjh

Enclosures

cc: Jean Hansen, Manitowoc Tool and Machining (electronic, no enc.)
Bob Zemple, Baker Tilly (electronic, no enc.)

MANITOWOC TOOL AND [MACHINING] [MANUFACTURING],LLC
NON-QUALIFIED DEFERRED COMPENSATION AGREEMENT
EFFECTIVE DECEMBER 1, 2010

I. INTRODUCTION AND PURPOSE

Manitowoc Tool and [Machining] [Manufacturing] ("MTM") is a growing, dynamic, changing organization which intends to recognize and reward those executives who continue to make its success possible. To that end, MTM has established a Non-Qualified Deferred Compensation Agreement for the purposes of:

- Increasing Participant's wealth;
- Rewarding Participant for contributing to MTM's success;
- Encouraging Participant to continue to devote his best efforts to MTM's success;
- Encouraging Participant to remain in MTM's employ for the duration of his/her working career;
- Providing flexibility to Participant to determine when he/she wishes to retire from MTM;

II. CORPORATE APPROVAL

MTM's Owners have approved this Agreement.

III. DEFINITIONS

"Administrator" means any individual or entity designated by the Owners to administer this Agreement.

"Beneficiary" means the person or persons designated as primary and contingent beneficiaries from time to time in writing by Participant on a Beneficiary Designation Form approved by the Owners and filed with the Administrator to receive any benefits upon the death of Participant. If no designation is made, or if the designated beneficiaries are not living upon the death of Participant, the Beneficiary shall be Participant's spouse, if living, otherwise the children of Participant by right of representation, but if none, then the personal representative, executor, or administrator of Participant's estate.

"Owners" means the Owners of MTM.

"MTM" means Manitowoc Tool and [Machining] [Manufacturing]

"Change in Control" means:

1. The sale of more than 50% of the operational assets of MTM in any single transaction or series of related transactions effected within any 12-month period; or the outside acquisition of more than 50% of the assets of MTM's parent company's stock.
2. A transfer of ownership of MTM to family members of the current owners, or to a trust exclusively for the benefit of a current owner and/or family member shall not be considered a Change in Control. "Family" shall be as defined in sec. 267(c)(4) of the Internal Revenue Code to include brothers and sisters (whether by the whole or the half blood), spouse, ancestors, and lineal descendants. However, a transfer to a spouse by virtue of a divorce, legal separation, or the provisions of a Qualified Domestic Relations Order (QDRO) or similar order shall be considered a Change in Control.

In the event of a conflict between this definition and Code Section 409(A) or the regulations and guidance promulgated thereunder, the language of Code Section 409 (A) and the regulations and guidance promulgated thereunder shall control.

"Deferred Compensation Account" means the individual account maintained by MTM under the terms of Section IV of this Agreement for Participant.

"Disabled" means that Participant:

1. Is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months; or
2. Is, by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering Participant.
3. It may be presumed that Participant is disabled for purposes of this Agreement if he/she is receiving Social Security disability benefits.

"Serious Misconduct" means:

1. Participant's fraud, misappropriation or misrepresentation with respect to the business of MTM or intentional damage to the property or business of MTM or any substantial asset;
2. Willful failure by Participant to perform his duties and responsibilities and to carry out his authority;

3. Willful malfeasance or misfeasance or breach of fiduciary duty or misrepresentation to MTM or its stockholders by Participant;
4. Participant's conviction of a felony.
5. Participant's violation of the Agreement Relating to Confidential Information and Nonsolicitation between MTM and Participant dated _____, and any amendments thereto.

“Termination of Employment” means:

Participant's cessation of services to MTM. Participant will not be considered to provide services to MTM under this Agreement if Participant's pay for a calendar year is less than twenty (20) per cent of Participant's average pay over the last three (3) years of employment; or if Participant provides services to MTM other than as an employee, if Participant's annual pay is less than fifty (50) per cent of his average pay over the last three (3) years of employment. However, the preceding sentence shall not apply to decreases in pay due to statutory leave such as FMLA or USERRA, other approved leaves less than six (6) months' duration, or disability leave of less than twenty nine (29) months where there is a reasonable expectation that Participant will return to MTM's employ.

IV. CREDITING, GROWTH AND MANAGENT OF DEFERRED COMPENSATION ACCOUNT

From time to time, the Owners, or its designees, at the Owners's sole and exclusive discretion, will establish criteria for crediting a Participant's Deferred Compensation Account. These criteria will be consistent with the Plan's purposes as set forth above, and will be based upon formulas utilized in MTM's Salaried Incentive Compensation Program, as summarized in the attached Exhibit A. A Participant's account will not be credited in any year in which the criteria are not met.

Participants' Deferred Compensation Accounts shall be segregated from other accounts on the books and records of MTM as an accrued liability of MTM to the Participant. At MTM's sole option, the balance in Participant's account may be invested in bank accounts or other investment vehicles.

Plan Participants shall be advised of the balances in their accounts on not less than an annual basis, or through electronic/Internet access to their accounts.

If Participant terminates the employment of MTM prior to the year end due to death, disability, retirement, or MTM's Change in Control, Participant's Deferred Compensation Account shall be credited on a pro rata basis determined by the number of days in the year prior to Participant's termination date

V. VESTING SCHEDULE

Subject to Section VII below, amounts credited to Participant's Deferred Compensation Account shall vest over a nine (9) year period on the following schedule:

Years 1 through 4- 0% per year.

Years 5 through 9- 20% per year

Vesting shall commence in the year in which the amount is credited to Participant's account.

VI. GENERAL CREDITOR STATUS

1. Participant shall be regarded as a general creditor of MTM with respect to any rights derived by Participant from the existence of this Agreement or the existence or amount of Participant's Deferred Compensation Account.
2. Title to and beneficial ownership of any assets, whether cash, investment, life insurance policies, or other assets which MTM may earmark or set aside to pay contingent deferred compensation under this agreement shall at all times remain with MTM. Participant and/or Participant's Beneficiary shall not have any property interest whatsoever in any specific assets of MTM.
3. Notwithstanding the foregoing to the contrary, the Deferred Compensation Account shall be subject to the claims of general creditors of MTM under federal and state laws and shall be subject to cessation of payment of Participant's benefits in the event MTM is insolvent.

VII. PAYMENT OF DEFERRED COMPENSATION

The accumulated balance in Participant's Deferred Compensation Account shall be paid as follows:

1. Upon termination of employment, MTM shall pay the proceeds to Participant in accordance with the distribution rules set forth in Paragraph (5) of this section; provided, however, that Participant shall forfeit all benefits, and shall be entitled to no rights or benefits hereunder in the event of Participant's Serious Misconduct. Under current law, distributions may not be rolled over into IRAs or similar vehicles. In all cases, Participant's Deferred Compensation Account shall be valued as of 30 days prior to the date of Participant's termination of employment. Payments shall begin to be made to Participant as soon as

practicable, and shall be determined based on this valuation, but in non event shall payments commence later than 60 days from date of termination. Subsequent payments, if any, will be made on April 1 of each subsequent calendar year.

2. In the event that Participant's employment shall be terminated by reason of Change in Control, death or disability, or in the event Participant complies with paragraph (6) below, all amounts in Participant's Deferred Compensation Account shall become fully vested. In the event that Participant's employment shall be terminated for any other reason all non-forfeited amounts in his Deferred Compensation Account shall be vested according to Section VI. MTM shall pay the proceeds to Participant or his beneficiary, as the case may be, in accordance with the distribution rules set forth in Paragraph (5) of this section.
3. If Participant should die before the entire installment payments are made, the unpaid balance will continue to be paid in installments for the unexpired portion of such installment period to the Beneficiary in the same manner as set forth above, except in the event of a subsequent Change in Control as described below.
4. If the Owners concludes in their sole discretion that events such as changes in the federal tax laws or applicable accounting principles or practices, have rendered continued deferral of the balance in the Deferred Compensation Account undesirable either for MTM or Participant, the Owners may, by resolution, specifically referring to this Agreement, provide for (a) the payment of the Deferred Compensation Account hereunder in the form of a single, lump-sum payment, or in any other schedule of installment payments, so long as the term of such payments shall not exceed five (5) years or (b) the lump sum payment of the balance in the Deferred Compensation Account prior to the separation of service of Participant. MTM shall consult with its tax and/or legal advisors prior to taking any action under the terms of this paragraph.
5. The normal payment distribution options will be a lump sum distribution or annual payments over a period of five (5) years. The Participant must select a distribution option within thirty (30) days of becoming a Plan Participant. In the event a Participant fails to elect a distribution option, distribution will be in a lump sum. A Participant may change distribution options, so long as the change is not effective for at least five (5) years prior to the first scheduled distribution, as required by law. In the event of a Change in Control, payment will be as follows:

In the event of a Change in Control, all amounts credited to the Deferred Compensation Account will vest to one hundred (100) per cent. Payment will be as follows:

- a. In the event of a Change in Control under circumstances where the entity acquiring MTM indicates in writing that it does not wish to retain the services of Participant subsequent to the Change in Control, payment will be in a lump sum within ninety (90) days of

the Change in Control;

- b. In the event of a Change in Control under circumstances where the entity acquiring MTM wishes to retain the services of Participant in a position substantially equivalent in duties and at least equivalent in compensation to Participant's position with the MTM prior to the Change in Control subsequent to the Change in Control, Participant will receive fifty (50) per cent of the balance in his account in a lump sum within ninety (90) days of the Change in Control. The remaining balance shall be paid one (1) year after the date of the Change in Control. If Participant declines the opportunity to be employed by the entity acquiring MTM, Participant will receive only the first payment referenced above, unless the entity acquiring MTM informs MTM in writing that Participant's decision not to accept its offer of employment does not materially affect its operations.
 - c. In the event of a Change in Control after payments due to death, disability or termination of employment have commenced, the remaining payments will be paid in a lump sum.
6. It is the expectation of the Owners that Participant will play a proactive role in the career pathing and succession process, including discussion and planning for his own succession. As such, it is essential that Participant has open discussions with MTM's owners regarding retirement plans so that a retirement date can be established and an orderly succession plan can be developed. It is expected that these discussions will occur as a natural part of MTM's performance review process, and that an anticipated retirement date will be established no less than one (1) year before Participant's actual retirement. If in the sole judgment of the Owners these discussions and plans are carried out and an orderly transition is achieved, partially vested years in Participant's Deferred Compensation Account shall vest to 100% at retirement.

If an orderly transition has not been achieved, the partially unvested years in Participant's Deferred Compensation Account could be reduced or forfeited at time of retirement, at the sole discretion of the Owners.

VIII. REPAYMENT; CESSATION OF PAYMENT

To the extent that Participant has been paid a distribution and subsequently engages in Serious Misconduct to the detriment of MTM, or in the event that previous Serious Misconduct is discovered by MTM, Participant or his Beneficiaries shall within the (10) days of receipt of written demand by MTM return to MTM all payments made to him under this Agreement and Participant or his Beneficiaries shall not have the right to any future payments hereunder.

IX. LIABILITY OF MTM

Nothing in this Agreement shall constitute the creation of a trust fiduciary relationship between MTM and Participant or between MTM and the Beneficiary or any other person. MTM shall not be considered a trustee by reason of this Agreement. Nothing in this Agreement shall be construed as a contract of employment between MTM and Participant, or as a right of Participant to be continued in the employment of MTM, or as a limitation on the right of MTM to discharge Participant, with or without cause.

X. ASSIGNMENT

The rights of Participant or any other person to the payment of benefits under the Agreement shall not be assigned, transferred, pledged, encumbered, attached or subject to claims of Participant's creditors, except that Participant may designate a Beneficiary(ies) by completing a Beneficiary Designation Form. Beneficiary(ies) may be changed from time to time at the option of Participant.

XI. BINDING AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, personal representatives, executors, administrators and legatees.

XII. AMENDMENT OR TERMINATION

This Agreement may be modified, altered, amended or terminated only by prior written approval and consent of the Owners and Participant.

XIII. WITHHOLDING AND TAX CONSEQUENCES

The Payor shall withhold the appropriate payroll and income taxes from any distributions made under this Agreement as required by law. While the Agreement is designed to allow the deferral of Participant's income in compliance with all applicable laws, MTM makes no guarantees or representations to Participant regarding the tax consequences to Participant, Participant's estate or beneficiary(ies) as a result of this Agreement. MTM reserves the right to make deductions from Participant's Deferred Compensation Account to offset MTM's liability for taxes payable due to the increase in value of said accounts.

XIV. EFFECT UPON OTHER PLANS

Any payments payable under this Agreement shall not be deemed salary or other compensation to Participant for purposes of any qualified retirement plans maintained by MTM, or for purposes of any other fringe benefit obligations of MTM.

XV. CLAIMS SUBMISSION AND REVIEW PROCEDURE

In the event that any claim for benefits, which must initially be submitted in writing to MTM is denied (in whole or in part) hereunder, Participant shall receive from MTM notice in writing,

written in a manner calculated to be understood by Participant, setting forth the specific reasons for denial, with specific reference to pertinent provision of this Agreement. The interpretations and construction hereof by MTM shall be binding and conclusive on all persons and for all purposes. Any disagreements about such interpretations and applications shall be submitted to an Arbitrator subject to the rules and procedures established by the American Arbitration Association. The Arbitrator's authority shall be limited to whether MTM acted arbitrarily and capriciously when it interpreted and applied the terms of the Agreement. Any costs associated with arbitration will be shared equally between MTM and Participant. Arbitration decisions will be final and binding.

XVI. MISCELLANEOUS

The expenses and costs in connection with the establishment and operation of the Agreement shall be borne by MTM. This Agreement shall be construed in accordance with and governed by the law of the State of Wisconsin, without reference to the principles of conflicts of law, except as such laws may be superseded by any Federal law.

This document contains all the terms of the understanding between MTM and Participant on its subject matter, and there are no other agreements, representations and/or rights or obligations other than those set forth in this document concerning the subject matter contained in it.

MTM

By: _____
President

Participant

Dated: _____

Dated: _____

Exhibit A- Summary of Target Goal for Participant _____

Participant's Target Goal to earn a contribution to the account established for Participant under the terms of Section IV of this Agreement is ___% of after tax profits over the baseline established by MTM's management. MTM's President or Vice President of Finance will advise Participant of progress to goal on a quarterly basis.