



DAVIS KUELTHAU

attorneys at law
ERISA/PUBLIC DISCLOSURE

2010 DEC 29 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: Reynolds Transfer, Inc. 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, Reynolds Transfer, Inc.

The Plan information is as follows:

Employer: Reynolds Transfer, Inc.
Address: 724 E. Mifflin St.
Madison, WI 53703
Attention: David Finger

FEIN#: 39-0855242

Number of Plans: 2

Number of Participants in the Plan: 4

The Plan was restated in December, 2010 with an effective date of January 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

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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. B. Deadman", with a long horizontal flourish extending to the right.

Bruce B. Deadman

BBD:kjh

Enclosures

cc: Mr. David Finger, Baker Tilly Madison (w/o enc. via email)
Mr. Brian Walsh (Baker Tilly w/o enc. via email)

REYNOLDS TRANSFER AND STORAGE, INC.
AMENDED AND RESTATED NON-QUALIFIED DEFERRED COMPENSATION
AGREEMENT
EFFECTIVE JANUARY 1, 2010

I. Introduction and Purpose

Reynolds Transfer and Storage, Inc. ("the Company") is a growing, dynamic, changing organization, which intends to recognize and reward those employees who continue to make its success possible. To that end, the Company has established a Non-Qualified Deferred Compensation Agreement for the purposes of:

- Rewarding Participant for contributing to the Company's success;
- Encouraging Participant to continue to devote his best efforts to the Company's success;
- Encouraging Participant to remain in the Company's employ for the duration of his/her working career;
- Providing flexibility to Participant to determine when he/she wishes to conclude his/her career with the Company;
- Protecting the Company's investment in Participant.

II. Corporate Approval

The Company's Board has approved this Agreement, and has approved Scott G. Brozik as a Participant.

III. Definitions

"Administrator" means any individual or entity designated by the Board 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 Board 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.

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

"the Company" means Reynolds Transfer and Storage, Inc.

"Change in Control" means:

1. The sale of more than 50% of the operational assets of the Company 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 Company's stock.
2. A transfer of ownership of the Company 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 (QUADRO) 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 the Company 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.

"For Cause" means:

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

3. Willful malfeasance or misfeasance or breach of fiduciary duty or misrepresentation to the Company or its stockholders by Participant;
4. Participant's conviction of a felony.
5. Violation of the terms of the Employment Agreement dated August 21, 1996.

“Termination of Employment” means:

Participant’s cessation of services to the Company. Participant will not be considered to provide services to the Company 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 the Company other than as an employee, if Participant’s annual pay is less than fifty (50) per cent of Participant’s 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 The Company’s employ.

IV. Crediting, Growth and Management of Deferred Compensation Account

From time to time, the Board, or its designees, at the Board'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. A Participant's account will not be credited in any year in which the criteria are not met. The criteria for the Participant named in this Agreement is attached as Exhibit A.

Participants’ Deferred Compensation Accounts shall be segregated from other accounts on the books and records of the Company as a contingent liability of the Company to the Participant.

Plan Participants shall be advised of the balances in their accounts on not less than an annual basis. The Accounts will be deemed to be invested in up to five (5) investments of Participant’s choice. Participant will be allowed to change the deemed investments up to two (2) times per year. The Accounts will be credited with all the interest or dividends earned, or gains and/or losses from the realized or unrealized sale of assets deemed to be held in the Accounts.

For Participant’s Deferred Compensation Account to be credited in a calendar year, Participant must be employed in a full-time capacity for the entire year and be on the payroll the last day of the year; provided, however, that if Participant terminates the employment of the Company prior to the year end due to death, disability, retirement, or the Company’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 already credited to Participant's Accounts as of January 1, 2010 are 30% vested. The Participant's Accounts will continue to vest at the rate of 10% per year until 100% vested.

VI. General Creditor Status

1. Participant shall be regarded as an unsecured general creditor of the Company 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 the Company may earmark or set aside to pay contingent deferred compensation under this agreement shall at all times remain with the Company. Participant and/or Participant's Beneficiary shall not have any property interest whatsoever in any specific assets of the Company.
3. Notwithstanding the foregoing to the contrary, the Deferred Compensation Account shall be subject to the claims of general creditors of the Company under federal and state laws and shall be subject to cessation of payment of Participant's benefits in the event the company 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, the Company 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 termination For Cause. 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 60 days preceding Participant's termination of employment. Payments shall begin to be made to Participant on or as soon as practicable, and shall be determined based on this valuation. Subsequent payments, if any, will be made on January 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 Participant's Deferred Compensation Account shall be vested according to Section VI. The Company shall pay the proceeds to Participant or Participant's 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.
4. If the Board concludes in its 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 the Company 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. The Board shall consult with their legal and tax advisors before taking any action under this paragraph.
5. Except in the event of a Change in Control, payment of the balance of the Deferred Compensation Account balance will equal annual payments over a period of five (5) years. In the event of a Change in Control, payment will be in a lump sum. In the event of a Change in Control after payments have commenced, the remaining payments will be paid in a lump sum within ninety (90) days of the Change in Control.
6. It is the expectation of the Board that Participant will play a proactive role in the career pathing and succession process, including discussion and planning for Participant's own succession. As such, it is essential that Participant has open discussions with the Company's Board 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 the Company'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 Board 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 Board.

VIII. Repayment; Cessation of Payment

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

IX. Liability of the Company

Nothing in this Agreement shall constitute the creation of a trust fiduciary relationship between the Company and Participant or between the Company and the Beneficiary or any other person. The Company shall not be considered a trustee by reason of this Agreement. Nothing in this Agreement shall be construed as a contract of employment between the Company and Participant, or as a right of Participant to be continued in the employment of the Company, or as a limitation on the right of the Company 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 Board and Participant. This Agreement supercedes all previous agreements or plans between the Company and Participant to the extent that such Agreement(s) involved Deferred Compensation.

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, the Company makes no guarantees or representations to Participant regarding the tax consequences to Participant, Participant's estate or beneficiary as a result of this Agreement.

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 the Company, or for purposes of any other fringe benefit obligations of the Company.

XV. Claims Submission and Review Procedure

In the event that any claim for benefits, which must initially be submitted in writing to the Company is denied (in whole or in part) hereunder, Participant shall receive from the Company 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 the Company 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 the Company acted arbitrarily and capriciously when it interpreted and applied the terms of the Agreement. Any costs associated with arbitration will be shared equally between the Company 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 the Company. 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 the Company 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.

Company

By: _____
Its _____

Participant

Dated: _____

Dated: _____

EXHIBIT A
CONTRIBUTION CRITERIA

The Company will annually, on August 21st of each year, contribute \$7,000.00 to the Deferred Compensation Account(s) of Participant.

REYNOLDS TRANSFER AND STORAGE, INC.
AMENDED AND RESTATED NON-QUALIFIED DEFERRED COMPENSATION
AGREEMENT
EFFECTIVE JANUARY 1, 2010

I. Introduction and Purpose

Reynolds Transfer and Storage, Inc. ("the Company") is a growing, dynamic, changing organization, which intends to recognize and reward those employees who continue to make its success possible. To that end, the Company has established a Non-Qualified Deferred Compensation Agreement for the purposes of:

- Rewarding Participant for contributing to the Company's success;
- Encouraging Participant to continue to devote his best efforts to the Company's success;
- Encouraging Participant to remain in the Company's employ for the duration of his/her working career;
- Providing flexibility to Participant to determine when he/she wishes to conclude his/her career with the Company;
- Protecting the Company's investment in Participant.

II. Corporate Approval

The Company's Board has approved this Agreement, and has approved David F Finger as a Participant.

III. Definitions

"Administrator" means any individual or entity designated by the Board 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 Board 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.

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

"the Company" means Reynolds Transfer and Storage, Inc.

"Change in Control" means:

1. The sale of more than 50% of the operational assets of the Company 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 Company's stock.
2. A transfer of ownership of the Company 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 (QUADRO) 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 the Company 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.

"For Cause" means:

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

3. Willful malfeasance or misfeasance or breach of fiduciary duty or misrepresentation to the Company or its stockholders by Participant;
4. Participant's conviction of a felony.
5. Violation of provisions of the Non-Qualified Deferred Compensation Agreement dated November 1, 2001 that are not otherwise superseded by this Amended and Restated Non-Qualified Deferred Compensation Agreement.

“Termination of Employment” means:

Participant's cessation of services to the Company. Participant will not be considered to provide services to the Company 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 the Company other than as an employee, if Participant's annual pay is less than fifty (50) per cent of Participant's 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 The Company's employ.

IV. Crediting, Growth and Management of Deferred Compensation Account

From time to time, the Board, or its designees, at the Board'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. A Participant's account will not be credited in any year in which the criteria are not met. The criteria for the Participant named in this Agreement is attached as Exhibit A.

Participants' Deferred Compensation Accounts shall be segregated from other accounts on the books and records of the Company as a contingent liability of the Company to the Participant.

Plan Participants shall be advised of the balances in their accounts on not less than an annual basis. The Accounts will be deemed to be invested in up to five (5) investments of Participant's choice. Participant will be allowed to change the deemed investments up to two (2) times per year. The Accounts will be credited with all the interest or dividends earned, or gains and/or losses from the realized or unrealized sale of assets deemed to be held in the Accounts.

For Participant's Deferred Compensation Account to be credited in a calendar year, Participant must be employed in a full-time capacity for the entire year and be on the payroll the last day of the year; provided, however, that if Participant terminates the employment of the Company prior to the year end due to death, disability, retirement, or the Company'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 already credited to Participant's Accounts as of January 1, 2010 are 32% vested. The Participant's Accounts will continue to vest at the rate of 4% per year until 100% vested.

VI. General Creditor Status

1. Participant shall be regarded as an unsecured general creditor of the Company 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 the Company may earmark or set aside to pay contingent deferred compensation under this agreement shall at all times remain with the Company. Participant and/or Participant's Beneficiary shall not have any property interest whatsoever in any specific assets of the Company.
3. Notwithstanding the foregoing to the contrary, the Deferred Compensation Account shall be subject to the claims of general creditors of the Company under federal and state laws and shall be subject to cessation of payment of Participant's benefits in the event the company 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, the Company 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 termination For Cause. 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 60 days preceding Participant's termination of employment. Payments shall begin to be made to Participant on or as soon as practicable, and shall be determined based on this valuation. Subsequent payments, if any, will be made on January 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 Participant's Deferred Compensation Account shall be vested according to Section VI. The Company shall pay the proceeds to Participant or Participant's 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.
4. If the Board concludes in its 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 the Company 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. The Board shall consult with their legal and tax advisors before taking any action under this paragraph.
5. Except in the event of a Change in Control, payment of the balance of the Deferred Compensation Account balance will equal annual payments over a period of five (5) years. In the event of a Change in Control, payment will be in a lump sum. In the event of a Change in Control after payments have commenced, the remaining payments will be paid in a lump sum within ninety (90) days of the Change in Control.
6. It is the expectation of the Board that Participant will play a proactive role in the career pathing and succession process, including discussion and planning for Participant's own succession. As such, it is essential that Participant has open discussions with the Company's Board 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 the Company'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 Board 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 Board.

VIII. Repayment; Cessation of Payment

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

IX. Liability of the Company

Nothing in this Agreement shall constitute the creation of a trust fiduciary relationship between the Company and Participant or between the Company and the Beneficiary or any other person. The Company shall not be considered a trustee by reason of this Agreement. Nothing in this Agreement shall be construed as a contract of employment between the Company and Participant, or as a right of Participant to be continued in the employment of the Company, or as a limitation on the right of the Company 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 Board and Participant. This Agreement supercedes all previous agreements or plans between the Company and Participant to the extent that such Agreement(s) involved

Deferred Compensation.

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, the Company makes no guarantees or representations to Participant regarding the tax consequences to Participant, Participant's estate or beneficiary as a result of this Agreement.

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 the Company, or for purposes of any other fringe benefit obligations of the Company.

XV. Claims Submission and Review Procedure

In the event that any claim for benefits, which must initially be submitted in writing to the Company is denied (in whole or in part) hereunder, Participant shall receive from the Company 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 the Company 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 the Company acted arbitrarily and capriciously when it interpreted and applied the terms of the Agreement. Any costs associated with arbitration will be shared equally between the Company 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 the Company. 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 the Company 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.

Company

By: _____
Its _____

Participant

Dated: _____

Dated: _____

EXHIBIT A
CONTRIBUTION CRITERIA

As of January 1, 2010, the Deferred Compensation Account shall be credited with the cash value of the Life Insurance Policy (number VP6250231-0) issued by Pacific Life Insurance on the life of the Participant (“the Policy”).

As of November 15th of each year the Deferred Compensation Account shall be credited with the increase, if any, from the immediately preceding November 15th in the cash value of the Policy.

At any time and from time to time as of which the Participant is an employee of the Company, the Deferred Compensation Account shall be credited with such additional amount as the Board of the Company may determine in its sole discretion.

The Participant’s compensation shall not be reduced by any amount credited to the Deferred Compensation Account.

The Split-Dollar Life Insurance Agreement between Participant and the Company dated November 1st, 2001 remains in full force and effect. This Split-Dollar Life Insurance Agreement is a distinct and separate agreement from this Amended and Restated Non-Qualified Deferred Compensation Agreement.

REYNOLDS TRANSFER AND STORAGE, INC.
AMENDED AND RESTATED NON-QUALIFIED DEFERRED COMPENSATION
AGREEMENT
EFFECTIVE JANUARY 1, 2010

I. Introduction and Purpose

Reynolds Transfer and Storage, Inc. ("the Company") is a growing, dynamic, changing organization, which intends to recognize and reward those employees and subcontractors who continue to make its success possible. To that end, the Company has established a Non-Qualified Deferred Compensation Agreement for the purposes of:

- Rewarding Participant for contributing to the Company's success;
- Encouraging Participant to continue to devote his best efforts to the Company's success;
- Encouraging Participant to remain a Subcontractor to the Company for the duration of his/her working career;
- Providing flexibility to Participant to determine when he/she wishes to conclude his/her career with the Company;
- Protecting the Company's investment in Participant.

II. Corporate Approval

The Company's Board has approved this Agreement, and has approved James R. Baumgartner as a Participant.

III. Definitions

"Administrator" means any individual or entity designated by the Board 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 Board 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.

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

"the Company" means Reynolds Transfer and Storage, Inc.

"Contractor" means Reynolds Transfer and Storage, Inc.

“Agreement between Contractor and Subcontractor” or “subcontract agreement” refers to the Agreement between Contractor and Subcontractor and its Amendments that are not otherwise altered as part of this Amended and Restated Non-Qualified Deferred Compensation Agreement.

"Change in Control" means:

1. The sale of more than 50% of the operational assets of the Company 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 Company's stock.
2. A transfer of ownership of the Company 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 (QUADRO) 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 the Company 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.

"For Cause" means:

1. Participant's fraud, misappropriation or misrepresentation with respect to the business of the Company or intentional damage to the property or business of the Company or any substantial asset;

2. Willful failure by Participant to perform Participant's duties and responsibilities and to carry out Participant's authority;
3. Willful malfeasance or misfeasance or breach of fiduciary duty or misrepresentation to the Company or its stockholders by Participant;
4. Participant's conviction of a felony.
5. Violation of the terms of the Agreement between Contractor and Subcontractor dated June 5th, 2008 that are not otherwise amended by this Amended and Restated Non-Qualified Deferred Compensation Agreement.

"Termination of Subcontracting Agreement" means:

Participant's cessation of services to the Company. Participant will not be considered to provide services to the Company 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 subcontracting; or if Participant provides services to the Company other than as an employee, if Participant's annual pay is less than fifty (50) per cent of Participant's average pay over the last three (3) years of subcontracting. 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 The Company's employ.

IV. Crediting, Growth and Management of Deferred Compensation Account

From time to time, the Board, or its designees, at the Board'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. A Participant's account will not be credited in any year in which the criteria are not met. The criteria for the Participant named in this Agreement is attached as Exhibit A.

Participants' Deferred Compensation Accounts shall be segregated from other accounts on the books and records of the Company as a contingent liability of the Company to the Participant.

Plan Participants shall be advised of the balances in their accounts on not less than an annual basis. The Account will be non-interest bearing.

For Participant's Deferred Compensation Account to be credited in a calendar year, Participant must be subcontracting for the entire year; provided, however, that if Participant terminates the subcontracting agreement with the Company prior to the year end due to death, disability, retirement, or the Company'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 already credited to Participant's Accounts as of January 1, 2010 are 0% vested. The Participant's Accounts will continue to vest at the rate of 20% per year until 100% vested. The first vesting will occur on June 5th 2010 and on each June 5th thereafter until 100% vested.

VI. General Creditor Status

1. Participant shall be regarded as an unsecured general creditor of the Company 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 the Company may earmark or set aside to pay contingent deferred compensation under this agreement shall at all times remain with the Company. Participant and/or Participant's Beneficiary shall not have any property interest whatsoever in any specific assets of the Company.
3. Notwithstanding the foregoing to the contrary, the Deferred Compensation Account shall be subject to the claims of general creditors of the Company under federal and state laws and shall be subject to cessation of payment of Participant's benefits in the event the company 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 the subcontracting agreement, the Company 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 termination For Cause. Under current law, distributions may not be rolled over into IRAs or similar vehicles.
2. In the event that Participant's subcontracting agreement 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 subcontracting agreement shall be terminated for any other reason all non-

forfeited amounts in Participant's Deferred Compensation Account shall be vested according to Section VI. The Company shall pay the proceeds to Participant or Participant's 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.
4. If the Board concludes in its 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 the Company 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. The Board shall consult with their legal and tax advisors before taking any action under this paragraph.
5. Except in the event of a Change in Control, payment of the balance of the Deferred Compensation Account balance will equal annual payments over a period of five (5) years. In the event of a Change in Control, payment will be in a lump sum. In the event of a Change in Control after payments have commenced, the remaining payments will be paid in a lump sum within ninety (90) days of the Change in Control.
6. It is the expectation of the Board that Participant will play a proactive role in the succession process, including discussion and planning for Participant's own succession. As such, it is essential that Participant has open discussions with the Company's Board 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 the Company'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 Board 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 Board.

VIII. Repayment; Cessation of Payment

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

IX. Liability of the Company

Nothing in this Agreement shall constitute the creation of a trust fiduciary relationship between the Company and Participant or between the Company and the Beneficiary or any other person. The Company shall not be considered a trustee by reason of this Agreement. Nothing in this Agreement shall be construed as a contract of employment between the Company and Participant, or as a right of Participant to be continued in the employment of the Company, or as a limitation on the right of the Company 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 Board and Participant. This Agreement supercedes all previous agreements or plans between the Company and Participant to the extent that such Agreement(s) involved Deferred Compensation.

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, the Company makes no guarantees or representations to Participant regarding the tax consequences to Participant, Participant's estate or beneficiary as a result of this Agreement.

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 the Company, or for purposes of any other fringe benefit obligations of the Company.

XV. Claims Submission and Review Procedure

In the event that any claim for benefits, which must initially be submitted in writing to the Company is denied (in whole or in part) hereunder, Participant shall receive from the Company 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 the Company 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 the Company acted arbitrarily and capriciously when it interpreted and applied the terms of the Agreement. Any costs associated with arbitration will be shared equally between the Company 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 the Company. 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 the Company 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.

Company

By: _____
Its _____

Participant

Dated: _____

Dated: _____

EXHIBIT A
CONTRIBUTION CRITERIA

The Company will credit the non-interest bearing Deferred Compensation Account of the Participant with \$153.85 per week for as long as the Agreement between Contractor and Subcontractor has not been terminated.

REYNOLDS TRANSFER AND STORAGE, INC.
AMENDED AND RESTATED NON-QUALIFIED DEFERRED COMPENSATION
AGREEMENT
EFFECTIVE JANUARY 1, 2010

I. Introduction and Purpose

Reynolds Transfer and Storage, Inc. ("the Company") is a growing, dynamic, changing organization, which intends to recognize and reward those employees who continue to make its success possible. To that end, the Company has established a Non-Qualified Deferred Compensation Agreement for the purposes of:

- Rewarding Participant for contributing to the Company's success;
- Encouraging Participant to continue to devote his best efforts to the Company's success;
- Encouraging Participant to remain in the Company's employ for the duration of his/her working career;
- Providing flexibility to Participant to determine when he/she wishes to conclude his/her career with the Company;
- Protecting the Company's investment in Participant.

II. Corporate Approval

The Company's Board has approved this Agreement, and has approved Patrick T. Murray as a Participant.

III. Definitions

"Administrator" means any individual or entity designated by the Board 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 Board 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.

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

"the Company" means Reynolds Transfer and Storage, Inc.

"Change in Control" means:

1. The sale of more than 50% of the operational assets of the Company 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 Company's stock.
2. A transfer of ownership of the Company 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 (QUADRO) 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 the Company 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.

"For Cause" means:

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

3. Willful malfeasance or misfeasance or breach of fiduciary duty or misrepresentation to the Company or its stockholders by Participant;
4. Participant's conviction of a felony.
5. Violation of the terms of the Employment Agreement dated February 6, 1998.

“Termination of Employment” means:

Participant’s cessation of services to the Company. Participant will not be considered to provide services to the Company 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 the Company other than as an employee, if Participant’s annual pay is less than fifty (50) per cent of Participant’s 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 The Company’s employ.

IV. Crediting, Growth and Management of Deferred Compensation Account

From time to time, the Board, or its designees, at the Board'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. A Participant's account will not be credited in any year in which the criteria are not met. The criteria for the Participant named in this Agreement is attached as Exhibit A.

Participants’ Deferred Compensation Accounts shall be segregated from other accounts on the books and records of the Company as a contingent liability of the Company to the Participant.

Plan Participants shall be advised of the balances in their accounts on not less than an annual basis. The Accounts will be deemed to be invested in up to five (5) investments of Participant’s choice. Participant will be allowed to change the deemed investments up to two (2) times per year. The Accounts will be credited with all the interest or dividends earned, or gains and/or losses from the realized or unrealized sale of assets deemed to be held in the Accounts.

For Participant’s Deferred Compensation Account to be credited in a calendar year, Participant must be employed in a full-time capacity for the entire year and be on the payroll the last day of the year; provided, however, that if Participant terminates the employment of the Company prior to the year end due to death, disability, retirement, or the Company’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 already credited to Participant's Accounts as of January 1, 2010 are 10% vested. The Participant's Accounts will continue to vest at the rate of 10% per year until 100% vested.

VI. General Creditor Status

1. Participant shall be regarded as an unsecured general creditor of the Company 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 the Company may earmark or set aside to pay contingent deferred compensation under this agreement shall at all times remain with the Company. Participant and/or Participant's Beneficiary shall not have any property interest whatsoever in any specific assets of the Company.
3. Notwithstanding the foregoing to the contrary, the Deferred Compensation Account shall be subject to the claims of general creditors of the Company under federal and state laws and shall be subject to cessation of payment of Participant's benefits in the event the company 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, the Company 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 termination For Cause. 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 60 days preceding Participant's termination of employment. Payments shall begin to be made to Participant on or as soon as practicable, and shall be determined based on this valuation. Subsequent payments, if any, will be made on January 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 Participant's Deferred Compensation Account shall be vested according to Section VI. The Company shall pay the proceeds to Participant or Participant's 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.
4. If the Board concludes in its 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 the Company 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. The Board shall consult with their legal and tax advisors before taking any action under this paragraph.
5. Except in the event of a Change in Control, payment of the balance of the Deferred Compensation Account balance will equal annual payments over a period of five (5) years. In the event of a Change in Control, payment will be in a lump sum. In the event of a Change in Control after payments have commenced, the remaining payments will be paid in a lump sum within ninety (90) days of the Change in Control.
6. It is the expectation of the Board that Participant will play a proactive role in the career pathing and succession process, including discussion and planning for Participant's own succession. As such, it is essential that Participant has open discussions with the Company's Board 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 the Company'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 Board 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 Board.

VIII. Repayment; Cessation of Payment

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

IX. Liability of the Company

Nothing in this Agreement shall constitute the creation of a trust fiduciary relationship between the Company and Participant or between the Company and the Beneficiary or any other person. The Company shall not be considered a trustee by reason of this Agreement. Nothing in this Agreement shall be construed as a contract of employment between the Company and Participant, or as a right of Participant to be continued in the employment of the Company, or as a limitation on the right of the Company 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 Board and Participant. This Agreement supercedes all previous agreements or plans between the Company and Participant to the extent that such Agreement(s) involved Deferred Compensation.

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, the Company makes no guarantees or representations to Participant regarding the tax consequences to Participant, Participant's estate or beneficiary as a result of this Agreement.

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 the Company, or for purposes of any other fringe benefit obligations of the Company.

XV. Claims Submission and Review Procedure

In the event that any claim for benefits, which must initially be submitted in writing to the Company is denied (in whole or in part) hereunder, Participant shall receive from the Company 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 the Company 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 the Company acted arbitrarily and capriciously when it interpreted and applied the terms of the Agreement. Any costs associated with arbitration will be shared equally between the Company 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 the Company. 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 the Company 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.

Company

By: _____

Its _____

Dated: _____

Participant

Dated: _____

EXHIBIT A
CONTRIBUTION CRITERIA

The Company will annually, on February 6th of each year, contribute \$7,000.00 to the Deferred Compensation Account(s) of Participant.