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Hoist & Crane Systems, Inc.

4808 EAST FORK LANE • MONROE, NC 28110 • 704-283-6263 • Fax 283-9189

August 10, 2012

Secretary of Labor
Top Hat Plan Exemption
Employee Benefits Security Administration, Room N-1513
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

CERTIFIED MAIL

The following statement is filed in compliance with Department of Labor Regulation 2520.104-23 to satisfy the reporting and disclosure requirements of Part 1 of Title 1:

Employer name and address: Hoist & Crane Systems, Inc
Employer EIN: 56-1241824

The above-named employer maintains one (1) unfunded plan for the purpose of providing deferred compensation for a select group of management or highly compensated employees. The number of employees participating in the plan is as follows:

Plan: Hoist & Crane Systems, Inc. Deferred
Compensation Plan

Number of employees: One (1)

Sincerely

A handwritten signature in black ink that reads 'Mark Dunn'.

Mark Dunn
President

HOIST & CRANE SYSTEMS, INC. DEFERRED COMPENSATION PLAN

ARTICLE I PURPOSE AND INTENT

Section 1.1 Purpose of Plan. Effective as of April 18, 2012, Hoist & Crane Systems, Inc., (the "CORPORATION"), a taxable corporation organized under the laws of the State of North Carolina, established a deferred compensation plan, the HOIST & CRANE SYSTEMS, INC. DEFERRED COMPENSATION PLAN. The purpose of the plan is to assist Corporation in retaining Warren C. Penzer, Jr., a high-ranking executive officer and key high-ranking management person, and encouraging his long term commitment to the success of Corporation.

Section 1.2 Intent and Construction. This plan is intended to be an unfunded and unsecured plan maintained by the Corporation primarily for the purpose of providing deferred compensation for Warren C. Penzer, Jr.. The plan is further intended to be construed and administered in conformance with the applicable requirements of section 409A of the Internal Revenue Code, the guidance issued by the Department of the Treasury with respect to the application of section 409A, the Employee Retirement Income Security Act of 1974, as amended, and to be maintained by the Corporation pursuant to this written plan document for the purpose of providing deferred compensation for Warren C. Penzer, Jr.. This plan document shall be administered and construed in a manner consistent with said intent and according to the laws of the State of North Carolina to the extent that such laws are not preempted by the laws of the United States of America.

ARTICLE II DEFINITIONS

Section 2.1 Definitions. When used in this document with initial capital letters, the terms defined in this Section 2.1 shall have the meanings respectively ascribed to them unless a different meaning is plainly required by the context.

(a) **Beneficiary.** "Beneficiary" means the person, persons or trust designated by a Participant to receive any benefits which may become payable under the Plan by reason of the death of the Participant.

(b) **Board of Directors.** "Board of Directors" means the Board of Directors of the Corporation.

(c) **Code.** "Code" means the Internal Revenue Code of 1986, any amendments thereto, and any regulations or rulings issued thereunder.

(d) **Corporation.** "Corporation" means Hoist & Crane Systems, Inc., a North Carolina corporation.

(e) **Deferral Election Form.** "Deferral Election Form" means the form approved by the Corporation from time to time for use by a Participant to elect to defer compensation under the Plan.

(f) **Deferred Compensation Account.** "Deferred Compensation Account" means the account established and maintained for a Participant as a record of any deferred amounts that may be credited to the account of the Participant pursuant to the Plan and measured in dollars pursuant to the provisions of the Plan, which shall be maintained for bookkeeping purposes only.

(g) **ERISA.** "ERISA" means the Employee Retirement Income Security Act of 1974, any amendments thereto, and any regulations or rulings issued thereunder.

(h) **Participant.** "Participant" means Warren C. Penzer, Jr.

(i) **Plan.** "Plan" means the "HOIST & CRANE SYSTEMS, INC. DEFERRED COMPENSATION PLAN" established by the Corporation, effective as of the date noted in Section 1.1 above, which is unfunded and maintained by the Corporation primarily for the purpose of providing deferred compensation for Warren C. Penzer, Jr.

(j) **Separation from Service.** "Separation from Service" means the complete and intended termination of the employment relationship with the Corporation and all corporations or entities or organizations with whom the Corporation would be considered a single employer pursuant to subsections (b) and (c) of section 414 of the Code determined in conformance with section 409A of the Code and section 1.409A-1(h) of the Final Treasury Regulations or the corresponding provisions in future guidance issued by the Department of the Treasury and the Internal Revenue Service.

(k) **Vested.** "Vested" means, for purposes of determining the benefit that may be payable to or on behalf of a Participant under the Plan, an interest in the benefit described under the Plan which may be payable to or on behalf of the Participant in accordance with and subject to the terms of the Plan.

Section 2.2 Rules of Interpretation. Notwithstanding any other provision of this Plan or any election or designation made under the Plan, any individual who feloniously and intentionally kills the Participant or Beneficiary shall be deemed for all purposes of this Plan and all elections and designations made under this Plan to have died before the Participant or Beneficiary. A final judgment of conviction of felonious and intentional killing is conclusive for the purposes of this Section 2.2. In the absence of a conviction of felonious and intentional killing, the Corporation shall determine whether the killing was felonious and intentional for the purposes of this Section 2.2. Whenever appropriate, words used herein in the singular may be read in the plural, or words used herein in the plural may be read in the singular; the masculine may include the feminine and the feminine may include the masculine; and the words "hereof," "herein" or "hereunder" or other similar compounds of the word "here" shall mean and refer to this entire Plan and not to any particular paragraph or section of this Plan unless the context clearly indicates to the contrary. The titles given to the various sections of this Plan are inserted for convenience of reference only and are not part of this Plan, and they shall not be considered in determining the purpose, meaning or intent of any provision hereof. Any reference in this Plan to a statute or regulation shall be considered also to mean and refer to any subsequent amendment or replacement of that statute or regulation. This document shall, except to the extent that federal law is controlling, be construed and enforced in accordance with the laws of the State of North Carolina.

ARTICLE III ELIGIBILITY AND PARTICIPATION

Section 3.1 Eligibility. Eligibility and participation in the Plan shall be limited to Warren C. Penzer, Jr., a high-ranking executive officer and key high-ranking management person and member of the Board of Directors of the Corporation as approved by the Board of Directors of the Corporation as of the date hereof.

Section 3.2 Suspension of Eligibility. Notwithstanding any provision apparently to the contrary in the Plan document or in any written communications, summary, resolution or document or oral communication, in the event the Board of Directors of the Corporation determines that a Participant will no longer be eligible to actively participate in the Plan, then, subject to the rules and requirements of section 409A of the Code and applicable guidance issued by the Department of the Treasury, the compensation deferral elections made by that individual in accordance with the provisions of the Plan will be terminated and no additional amounts shall be deferred and credited to the Deferred Compensation Account of that individual under the Plan until such time as the individual is again determined to be eligible to participate in the Plan by the Board of Directors of the Corporation and makes a new election under the provisions of the Plan; except, however, that the amounts credited to the Deferred Compensation Account of such individual shall continue to be adjusted pursuant to the other provisions of the Plan until fully distributed.

Section 3.3 Events affecting Participant eligibility

The Participant, Warren C. Penzer, Jr., shall be eligible upon the signing of this agreement and shall continue to be eligible provided and for so long as he remains an employee of the Corporation. Eligibility shall cease upon a Separation from Service from the Corporation for any reason other than death.

ARTICLE IV BENEFITS

Section 4.1 Deferred Compensation.

In the event the Participant, Warren C. Penzer, Jr., incurs a Separation from Service due to his death, the Corporation shall pay the Estate of Warren C. Penzer, Jr. Deferred Compensation in the sum of \$100,000.00 a year each year for a 4 year period.

ARTICLE V VESTING OF ACCOUNTS

Section 5.1 Vested Benefit. The benefits of Warren C. Penzer, Jr. are and shall become vested at the time Warren C. Penzer, Jr., incurs a Separation from Service due to his death, and shall be unfunded and shall not be paid until the time of Warren C.

Penzer, Jr.'s death at which point the benefits shall be paid from the general assets of the Corporation.

Section 5.2 Nature of Accounts. The Deferred Compensation Account of a Participant established under the Plan shall be maintained for bookkeeping purposes only. The Corporation, the Deferred Compensation Account of the Participant and the Plan shall not be required to hold any actual funds or other assets.

ARTICLE VI DISTRIBUTION OF BENEFITS

Section 6.1 Distributable Events. The amount credited to the Deferred Compensation Account of a Participant under this Plan may be distributed only on account of the Participant incurring a Separation from Service due to death at which time the amount credited to the Deferred Compensation Account shall be distributable in accordance with the provisions of Section 6.2 of the Plan;

Section 6.2 Distribution of Benefits. The manner in which benefits shall be distributed shall be as follows:

Said Deferred Compensation benefits shall be paid monthly over a 4 year period beginning the later of 9 months from the date of death or as soon thereafter as a legal representative for the deceased Shareholder's estate has been qualified.

Section 6.3 Designation of Beneficiaries.

(a) **Right to Designate.** The Participant may designate, upon forms to be furnished by and filed with the Corporation, one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified portion of any benefits which may be payable with respect to the Participant under the Plan in the event of the Participant's death. The Participant may change or revoke any such designation from time to time without notice to or consent from any Beneficiary. No such designation, change or revocation shall be effective unless executed by the Participant and received and accepted by the Corporation during the lifetime of the Participant.

(b) **Failure of Designation.** If a Participant fails to designate a Beneficiary, designates a Beneficiary and thereafter revokes such designation without naming another Beneficiary, or designates one or more Beneficiaries and all such Beneficiaries so designated fail to survive the Participant, then the benefits which may be payable with respect to the Participant under the Plan, or the part thereof as to which such Participant's designation fails, as the case may be, shall be payable to the first class of the following classes of automatic Beneficiaries with a member surviving the Participant and (except in the case of surviving issue) in equal shares if there is more than one member in such class surviving the Participant:

- (i) the surviving spouse of the Participant;
- (ii) the surviving issue per stirpes and not per capita;

- (iii) the surviving parents of the Participant;
- (iv) the surviving brothers and sisters of the Participant;
- (v) the representative of Participant's estate.

(c) **Definitions.** When used herein and, unless the Participant has otherwise specified in the Participant's Beneficiary designation, when used in a Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, including legally adopted descendants and their descendants but not including illegitimate descendants and their descendants; "child" means an issue of the first generation; "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child; and "survive" and "surviving" mean living after the death of the Participant.

(d) **Special Rules.** Unless the Participant has otherwise specified in the Beneficiary designation, the following rules shall apply:

- (i) if there is not sufficient evidence that a Beneficiary was living at the time of the death of the Participant, it shall be deemed that the Beneficiary was not living at the time of the death of the Participant;
- (ii) the automatic Beneficiaries specified in subsection (b) of this Section 6.3 and the Beneficiaries designated by the Participant shall become fixed at the time of the Participant's death so that, if a Beneficiary survives the Participant but dies before the receipt of all payments due such Beneficiary hereunder, such remaining payments shall be payable to the representative of such Beneficiary's estate;
- (iii) if the Participant designates as a Beneficiary the person who is the spouse of the Participant on the date of the designation, either by name or by relationship, or both, the dissolution, annulment or other legal termination of the marriage between the Participant and such person shall automatically revoke such designation; except, however, that the foregoing shall not prevent the Participant from designating a former spouse as a Beneficiary on a form executed by the Participant and received by the Corporation after the date of the legal termination of the marriage between the Participant and such former spouse, and during the lifetime of the Participant;
- (iv) any designation of a Beneficiary by name that is accompanied by a description of relationship to the Participant shall be given effect without regard to whether the relationship to the Participant exists either then or at the Participant's death;
- (v) any designation of a Beneficiary only by statement of relationship to the Participant shall be effective only to designate the person or persons standing in such relationship to the Participant at the Participant's death.
- (f) **No Beneficiary Rights.** Prior to the death of the Participant, no person designated to be a Beneficiary shall have any rights or interest in the benefits credited under this Plan including, but not limited to, the right to be the sole Beneficiary or to consent to the designation of Beneficiaries (or the changing of designated Beneficiaries) by the Participant.

Section 6.4 Incompetent Participants. If any person who may be eligible to receive a payment under the Plan has been legally declared incompetent and a conservator or other person legally charged with the care of such person or of the estate of such person has been appointed, any payment under the Plan to which the person is eligible to receive shall be paid to such conservator or other person legally charged with the care of the person or the estate of the person. Any such payment shall be a payment for the account of such person and a complete discharge of any liability of the Corporation and the Plan therefor.

ARTICLE VII BENEFIT LIMITATIONS AND WITHHOLDING

Section 7.1 Anti-Alienation of Benefits. The amount credited to the Deferred Compensation Account of a Participant under the Plan, and any rights or privileges pertaining thereto, may not be anticipated, alienated, sold, transferred, assigned, pledged, encumbered, or subjected to any charge or legal process; and no interest or right to receive a benefit may 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.

Section 7.2 Limitation on Payment. Notwithstanding any provision in the Plan to the contrary, the payment of a benefit payable under the Plan to a Participant or Beneficiary may be deferred or limited in order to comply with applicable securities laws, tax laws, judicial determinations or orders, bank covenants, or any other applicable law as permitted or required under section 409A of the Code and applicable guidance issued by the Department of the Treasury with respect to the application of section 409A.

Section 7.3 Tax Withholding. The Corporation shall have the authority, duty and power to determine, withhold and report the amount of any applicable employment taxes and any applicable foreign, federal, state, or local taxes as may be required under section 409A of the Code, or other applicable provision of the Code, and guidance issued by the Department of the Treasury or the Internal Revenue Service with respect to the application of section 409A or other applicable provision of the Code, and any other applicable law with respect to any amount payable under the Plan. The Corporation shall have the authority, duty and power to reduce any benefit payable pursuant to the Plan by the amount of any foreign, federal, state or local taxes required by law to be withheld by the Corporation under applicable law with respect to such payment of benefits, and if required by law, the Participant's share of Federal Insurance Contributions Act taxes, and any other employment taxes. Amounts required to be includable in income shall be reported on an individual's Form W-2 or Form 1099, whichever is applicable, for the year includable in income. The Corporation may withhold from any cash payment under the Plan payable to the Participant or Beneficiary an amount sufficient to cover any withholding taxes required or permitted to be withheld from the Participant or Beneficiary. The Corporation may in accordance with and to the extent it is able under the laws of the jurisdiction with respect to which a tax is owed, deduct the relevant amount from other earnings payable to the Participant or Beneficiary. The Corporation shall be entitled to withhold and deduct from future wages of a Participant (or from other amounts that may be due and owing to a Participant from the Corporation), including all payments under this Plan, or make other arrangements for the collection of all legally required amounts necessary to satisfy any

and all foreign, federal, state, or local tax withholding and employment-related tax requirements.

ARTICLE VIII ADMINISTRATION OF THE PLAN

Section 8.1 Administrator. The administrator of the Plan shall be the Corporation. However, except as otherwise provided herein, the Board of Directors of the Corporation shall act on behalf of the Corporation with respect to the administration of the Plan and the performance of functions generally assigned to the Corporation.

Section 8.2 Authority of Administrator. The Board of Directors of the Corporation shall have the authority, duty and power to interpret and construe the provisions of the Plan as it deems appropriate, to adopt, establish and revise rules, procedures and regulations relating to the Plan, to determine the conditions subject to which any benefits may be payable, to resolve all factual and legal questions concerning the status and rights of the Participants and others under the Plan, including, but not limited to, eligibility for benefits and to make any other determinations which it believes necessary or advisable for the administration of the Plan. Benefits under this Plan will be payable only if the Board of Directors of the Corporation decides in its discretion that the applicant is entitled to them under the Plan. The Board of Directors of the Corporation shall have the duty and responsibility of maintaining records, making the requisite calculations and disbursing payments hereunder. The determinations, interpretations, and regulations of the Board of Directors of the Corporation and the calculations of the Board of Directors of the Corporation shall be final and binding on all persons and parties concerned. The Chairman of the Board of Directors of the Corporation shall be the agent of the Plan for the service of legal process in accordance with section 502 of ERISA.

Section 8.3 Operation of Plan and Claims Procedures. The Corporation shall be responsible for the general operation and administration of the Plan and for carrying out the provisions thereof. The Corporation shall be responsible for the expenses incurred in the administration of the Plan. The Corporation shall also be responsible for determining eligibility for payments and the amounts payable pursuant to the Plan. The Corporation 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 Corporation with respect to the Plan. The procedures for filing claims for payments under the Plan are described below. For claims procedures purposes, the "Claims Manager" shall be the Corporation.

(a) **Claims Forms.** It is the intent of the Corporation that benefits payable under the Plan shall be payable without the Participant having to complete or submit any claims forms. However, a Participant who believes he or she is entitled to a payment under the Plan may submit a claim for payments in writing to the Corporation. Any claim for payments under the Plan must be made by the Participant or his or her beneficiary in writing and state the claimant's name and the nature of benefits payable under the Plan on a form acceptable to the Corporation. If for any reason a claim for payments under the Plan is denied by the Corporation, the Claims Manager shall deliver to the claimant a written explanation setting forth the specific reasons for the denial, specific references to the pertinent provisions of the Plan on which the denial is based, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or

information is necessary, and information on the procedures to be followed by the claimant in obtaining a review of his or her claim, all written in a manner calculated to be understood by the claimant. For this purpose:

(i) the claimant's claim shall be deemed to be filed when presented in writing to the Claims Manager;

(ii) the Claims Manager's explanation shall be in writing delivered to the claimant within ninety (90) days of the date the claim is filed.

(b) **Review.** The claimant shall have sixty (60) days (expanded to one hundred and eighty (180) days in the case of a disability claim) following his or her receipt of the denial of the claim to file with the Claims Manager a written request for review of the denial. For such review, the claimant or the claimant's representative may review pertinent documents and submit written issues and comments.

(c) **Decision on Review.** The Claims Manager shall decide the issue on review and furnish the claimant with a copy within sixty (60) days of receipt of the claimant's request for review of the claimant's claim. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent provisions in the Plan on which the decision is based. In no event may a claimant commence legal action for benefits the claimant believes are due the claimant until the claimant has exhausted all of the remedies and procedures afforded the claimant by this Section 8.3.

(e) **General Rules.** No inquiry or question shall be deemed to be a claim or a request for a review of a denied claim unless made in accordance with the claims procedure. The Claims Manager may require that any claim for benefits and any request for a review of a denied claim be filed on forms to be furnished by the Claims Manager upon request. The Claims Manager may, in its discretion, hold one or more hearings on a claim or a request for a review of a denied claim. Claimants may be represented by a lawyer or other representative at their own expense, but the Claims Manager reserves the right to require the claimant to furnish written authorization. A claimant's representative shall be entitled to copies of all notices given to the claimant.

(f) **Deadline to File Claim.** To be considered timely under the Plan's claim and review procedure, a claim must be filed with the Corporation within one (1) year after the claimant knew or reasonably should have known of the principal facts upon which the claim is based.

(g) **Exhaustion of Administrative Remedies.** The exhaustion of the claim and review procedure is mandatory for resolving every claim and dispute arising under this Plan. As to such claims and disputes:

(i) no claimant shall be permitted to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, until the claim and review procedure set forth herein have been exhausted in their entirety; and

(ii) in any such legal action all explicit and all implicit determinations by the Corporation (including, but not limited to, determinations as to whether the claim,

or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

(h) **Deadline to File Legal Action.** No legal action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 or section 510 of ERISA or under any other provision of law, whether or not statutory, may be brought by any claimant on any matter pertaining to this Plan unless the legal action is commenced in the proper forum before the earlier of:

(i) thirty (30) months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or

(ii) six (6) months after the claimant has exhausted the claim and review procedure.

(i) **Knowledge of Facts by Participant Imputed to Beneficiary.** Knowledge of all facts that a Participant knew or reasonably should have known shall be imputed to every claimant who is or claims to be a beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant for the purpose of applying the previously specified periods.

Section 8.4 Participant's Address. Each Participant shall keep the Corporation informed of his or her current address and the current address of his or her beneficiary. The Corporation shall not be obligated to search for any person.

Section 8.5 Conflict of Interest. If any individual to whom authority has been delegated or re delegated hereunder shall also be a Participant in this Plan, such Participant shall have no authority with respect to any matter specifically affecting such Participant's individual interest hereunder or the interest of a person superior to him or her in the Corporation (as distinguished from the interests of all Participants and their Beneficiaries or a broad class of Participants and Beneficiaries), all such authority being reserved exclusively to other individuals as the case may be, to the exclusion of such Participant, and such Participant shall act only in such Participant's individual capacity in connection with any such matter.

Section 8.6 Service of Process. In the absence of any designation to the contrary by the Corporation, the Chairman of the Board of Directors of the Corporation is designated as the appropriate and exclusive agent for the receipt of service of process directed to the Plan in any legal proceeding, including arbitration, involving the Plan.

Section 8.7 Errors in Computations. The Corporation shall not be liable or responsible for any error in the computation of any Deferred Compensation Account or the determination of any benefit payable to or with respect to any Participant resulting from any misstatement of fact made by the Participant or by or on behalf of any survivor to whom such benefit shall be payable, directly or indirectly, to the Corporation and used in determining the benefit. The Corporation shall not be obligated or required to increase the benefit payable to or with respect to such Participant which, on discovery of the misstatement, is found to be understated as a result of such misstatement of the Participant. However, the benefit of any Participant which is overstated by reason of any such misstatement or any other reason shall be reduced to the amount appropriate in view of the truth (and to recover any prior overpayment).

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 No Employment Rights. Neither the Plan nor any action taken under the Plan shall be construed as providing any Participant any right to be retained in the service or employ of the Corporation.

Section 9.2 Participants Should Consult Advisors. Neither the Corporation, nor any of its directors, officers, employees or agents makes any representation or warranty with respect to the foreign, federal, state or other tax, financial, estate planning, or the securities or other legal implications of participation in the Plan. Participants should consult with their own tax, financial and legal advisors with respect to their participation in the Plan.

Section 9.3 Unfunded and Unsecured. The Plan shall at all times be considered entirely unfunded both for tax purposes and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended, and no provision shall at any time be made with respect to segregating assets of the Corporation for payment of any amounts under the Plan. Any funds invested under the Plan shall continue for all purposes to be part of the general assets of the Corporation and available to general creditors in the event of a bankruptcy (involvement in a pending proceeding under the Federal Bankruptcy Code) or insolvency (inability to pay debts as they mature) of the Corporation. The Corporation shall promptly notify the Trustee and the applicable Participants of such bankruptcy or insolvency. No Participant or any other person shall have any interests in any particular assets of the Corporation by reason of the right to receive a benefit under the Plan and to the extent the Participant or any other person acquires a right to receive benefits under the Plan, such right shall be no greater than the right of any general unsecured creditor. The Plan constitutes a mere promise by the Corporation for the payment of benefits payable under the Plan to the Participants in the future. Nothing contained in the Plan shall constitute a guaranty by the Corporation or any other person or entity that any funds in any trust or the assets of the Corporation will be sufficient to pay any benefit under the Plan. Furthermore, no Participant shall have any right to a benefit under the Plan except in accordance with the terms of the Plan.

Section 9.4 Plan Provisions. Except when otherwise required by the context, any singular terminology shall include the plural.

Section 9.5 Severability. If a provision of the Plan shall be held to be illegal or invalid, the illegality or invalidity shall not affect the remaining parts of the Plan and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 9.6 Applicable Law. To the extent not preempted by the laws of the United States, the laws of the State of North Carolina shall apply with respect to the Plan.

ARTICLE X AMENDMENT OF THE PLAN

Section 10.1 Amendment of the Plan. The Board of Directors may not alter, amend or wholly revise the Plan without the written consent of Participant.

**ARTICLE XI
TERMINATION OF PLAN**

Section 12.1 Termination of the Plan.

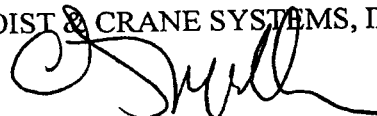
The Corporation may only terminate the Plan:

- (a) In the event of a complete liquidation and dissolution of the Corporation, the Corporation shall terminate the Plan within twelve (12) months of the liquidation and dissolution of the Corporation, or with the approval of a bankruptcy court, and the value of the benefits payable under the Plan to the Participants shall be determined as of that date and shall be distributed to the Participants or their Beneficiaries; provided, however, that the benefits payable under the Plan are included in the gross income of the Participants or their Beneficiaries in the latest of: (i) the calendar year in which the Plan termination occurs; (ii) the calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or (iii) the first calendar year in which the payment is administratively practicable; or
- (b) If the Corporation receives with the written consent of participant; or
- (c) Upon Participant's Separation from Service from the Corporation for any reason other than death.

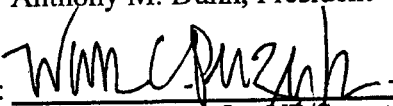
Dated as of this 18 day of April, 2012.

HOIST & CRANE SYSTEMS, INC.

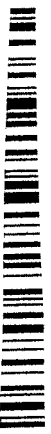
By: _____


Anthony M. Dunn, President

By: _____


Warren C. Penzer, Jr., VP/Secretary

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Secretary of Labor
Top Hat Plan Exemption
Employee Benefits Security Administration, Room N-1513
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

RETURN RECEIPT
REQUESTED

