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advanced packaging



July 22, 2013

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

BESIX/PLANS/02-0441361  
 2013 JUL 23 PM 1: 1

RE: Rabbi Trust for Laurier Inc. (formerly Besix Die Handling, Inc.)

Besix North America, Inc. hereby submits this statement regarding the establishment of the above referenced Top Hat plan:

Employer – Besix North America, Inc. (formerly Laurier, Inc.)  
14 Keewaydin Drive,  
Salem, NH 03079

Employer Identification Number (EIN): 02-0441361

Besix North America, Inc. maintains a plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. Besix North America, Inc. has one such plan with one employee in this plan.

Kind regards,

David Eagan  
Besix North America, Inc.  
Plan Sponsor

a member of the Besix group

**Besix North America, Inc.**  
14 Keewaydin Drive  
Salem, NH 03079  
USA  
Tel.: +1-603-626-4700  
Fax: +1-603-626-4242  
[www.besix.com](http://www.besix.com)

## Deferred Compensation Agreement

*B*  
This Deferred Compensation Agreement (this "Agreement") is made this 15<sup>th</sup> day of ~~March~~ APRIL, 2005, by and between Besi Die Handling, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation"), and Hans Wunderl, residing in BEDFORD, NEW HAMPSHIRE (the "Executive").

### WITNESSETH:

WHEREAS, the Executive is Managing Director of the Corporation and has performed valuable services for the Corporation in such role, for which the Corporation desires to pay the Executive incentive compensation additional to all compensation previously agreed upon; and

WHEREAS, the Executive agrees to defer receipt of such incentive compensation as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the covenants, promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The Corporation shall pay the Executive deferred compensation as provided herein, unless forfeited by the occurrence of any of the events of forfeiture specified in paragraph 5, below.

2. (a) The Corporation shall pay to the Rabbi Trust described in Section 8 of this Agreement the amounts set forth in Schedule 2.1 at such times as set forth in Schedule 2.1, where they shall be credited to an account (the "Deferred Compensation Account") established for this purpose. Such payments shall be made on the last day of each fiscal year of the Corporation during which the Executive is employed by the Corporation for the entire fiscal year, or in any year during which the Executive is employed by the Corporation for less than the entire fiscal year, on the last day that the Executive is employed by the Corporation, an amount equal to the amount set forth above multiplied by a fraction the numerator of which is the number of days in such fiscal year that the Executive was employed by the Corporation and the denominator of which is the total number of days in the year.

(b) Any such funds so credited to the Deferred Compensation Account may be kept in cash or invested and reinvested in mutual funds, stocks, bonds, securities or any other assets as may be selected by the Trustee of the Rabbi Trust (the "Trustee") in its discretion. Any cash held from time to time in the Deferred Compensation Account shall, at the discretion of the Trustee or the investment advisor engaged by the Trustee, be held in U.S. Dollars or converted to Euros, Pounds Sterling, or the Yen, with each currency conversion calculated based upon the average closing exchange rate quoted by the Bank of America foreign exchange desk over the thirty (30) calendar days immediately preceding the date of conversion. The Executive shall have the opportunity to request a conversion from time to time, provided that the Trustee or the investment advisor engaged by the Trustee shall retain ultimate discretion regarding whether or not to implement a particular currency conversion.

(c) The Executive agrees on behalf of himself and his designated beneficiary to assume all risk in connection with any decrease in value of the funds that are invested or which continue to be invested in accordance with the provisions of this Agreement.

3. The benefits credited to the Deferred Compensation Account and to be paid as deferred compensation (unless they are forfeited by the occurrence of any of the events of forfeiture specified in paragraph 5, below) are as follows:

(a) If the Executive's employment hereunder is terminated on or after the Executive shall have reached the age of 62, the Corporation shall pay to him in one lump sum an amount equal to the fair market value of the assets in the Deferred Compensation Account as of such date. If the Executive should die on or after his 62nd birthday and before the one lump sum payments is made, the unpaid balance will be paid to his designated beneficiary in the same manner as set forth above.

(b) If the Executive's employment hereunder is terminated for any reason other than death or disability but before the Executive shall have reached the age of 62, then the amount in the Deferred Compensation Account shall continue to be invested or held in cash as the Trustee in its discretion may determine, and no payments shall be made until the Employee shall have reached the age of 62, at which time payment shall be made in the same manner and to the same extent as set forth in paragraph 3(a), above. Notwithstanding the foregoing, if before reaching age 62 the Executive should die, or if before reaching age 62 the Executive should become disabled, then payments shall be made in the same manner and to the same extent as set forth in paragraph 3(c), below.

(c) If the Executive's employment is terminated because of disability or death before he has reached the age of 62, and while he is in the employ of the Corporation, then the Corporation shall make one lump sum payment to the Executive (in the event of his disability) or his designated beneficiary (in the event of his death) in the same manner and to the same extent as provided in paragraph 3(a), above.

(d) If both the Executive and his designated beneficiary should die before the one lump sum payment is made by the Corporation, then the value of the Deferred Compensation Account shall be determined as of the date of the death of the designated beneficiary and shall be paid as promptly as possible in one lump sum to the estate of such designated beneficiary.

(e) The beneficiary referred to in this paragraph may be designated or changed by the Executive (without the consent of any prior beneficiary) on a form provided by the Corporation and delivered to the Corporation before his death. If no such beneficiary shall have been designated, or if no designated beneficiary shall survive the Executive, the one lump sum payment payable under paragraph 3(c), above shall be payable to the Executive's estate.

(f) The Executive shall be deemed to have become disabled for purposes of paragraph 3(c), above, if: (i) he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to

result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) he is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an Employer provided accident and health plan covering the Executive.

(g) The payment to be made to the Executive under paragraphs 3(a) and 3(c), above shall be made on the first day of the month next following the date of the termination of his employment, and the payment to be made to the Executive under paragraph 3(b), above shall be made on the first day of the month next following the date on which the Executive shall have reached the age of 62. The payment to be made to the designated beneficiary under the provisions of this paragraph 3 shall commence on a date to be selected by the Corporation but within six months from the date of death of the Executive.

4. Except as provided in Section 8 of this Agreement and the Rabbi Trust described therein, nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Corporation and the Executive, his designated beneficiary or any other person. Except as provided in Section 8 of this Agreement and the Rabbi Trust described therein, any funds that may be invested under the provisions of this Agreement shall continue for all purposes to be a part of the general funds of the Corporation, and no person other than the Corporation shall by virtue of the provisions of this Agreement have any interest in such funds. To the extent that any person acquires a right to receive payments from the Corporation under this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Corporation.

5. Notwithstanding anything herein contained to the contrary, if as determined by the Board of Directors of the Corporation (the "Board") in its sole discretion, the Executive (during or following his employment by the Corporation) engages in any activity constituting gross misconduct, the entire undistributed balance of the Deferred Compensation Account in the Rabbi Trust shall immediately revert to the Company, and neither the Executive nor any of his beneficiaries shall have any further interest therein.

6. The right of the Executive or any other person to the payment of deferred compensation or other benefits under this Agreement or the Rabbi Trust shall not be assigned, transferred, pledged or encumbered except by will or by the laws of descent and distribution.

7. If the Board or Trustee shall find that any person to whom any payment is payable under this Agreement is unable to care for his affairs because of illness or accident, or is a minor, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee or other legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any person deemed by the Board or Trustee to have incurred expense for such person otherwise entitled to payment, in such manner and proportions as the Board or Trustee may determine. Any such payment shall be a complete discharge of the liabilities of the Corporation under this Agreement.

8. (a) The Company has simultaneously with execution of this Agreement established an irrevocable Rabbi Trust, governed by a Rabbi Trust Agreement (which shall be a grantor trust within the meaning of Code Sections 671-678) for the benefit of the Executive and his beneficiaries, as appropriate and applicable. The Rabbi Trust has an independent Trustee (such Trustee to have a fiduciary duty to carry out the terms and conditions of the Trust) as selected by the Company, and contains restrictions as to the Company's ability to amend the Trust or to cancel benefits provided thereunder.

(b) Assets contained in the Rabbi Trust are at all times specifically subject to the claims of the Company's general creditors in the event of insolvency (as that term is specifically defined within the provisions of the Rabbi Trust).

(c) All benefits hereunder, shall be paid first from the Rabbi Trust, to the extent assets exist in the Rabbi Trust and then, as necessary, by the Company from general assets.

(d) The Company will contribute cash and/or cash equivalents to the Rabbi Trust, for the benefit of the Executive and his beneficiaries pursuant to the terms of this Agreement. It is intended that the Rabbi Trust will be fully funded at all times to cover the accrued obligations of the Company under this Agreement.

9. Nothing contained herein shall be construed as conferring upon the Executive the right to continue in the employ of the Corporation as an executive or in any other capacity.

10. Any deferred compensation payable under this Agreement shall not be deemed salary or other compensation to the Executive for the purpose of computing benefits to which he may be entitled under any pension plan or other arrangement of the Corporation for the benefit of its employees.

11. The Board shall have full power and authority to interpret, construe, and administer this Agreement, and the Board's interpretations and construction thereof, and actions thereunder, including any valuation of the Deferred Compensation Account, or the amount or recipient of the payment to be made therefrom, shall be binding and conclusive on all persons for all purposes. No member of the Board shall be liable to any person for any action taken or omitted in connection with the interpretation and administration of this Agreement unless attributable to his own willful misconduct or lack of good faith.

12. This Agreement shall be binding upon and inure to the benefit of the Corporation, its successors and assigns, and the Executive and his heirs, executors, administrators, and legal representatives.

13. This Agreement shall be construed in accordance with and governed by the laws of the State of New Hampshire, without regard to the conflict of law provisions of that or any other jurisdiction.

14. Executive acknowledges that he has been advised to obtain his own attorney to provide independent counsel as to the impact of this Agreement on him, and further that he has been afforded ample opportunity to do so.

15-APR-2005 16:56 FROM  
15-APR-2005 09:20 FROM

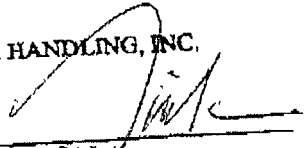
TO DIE HANDLING

P.02/03

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer and Employee has hereunto set his hand and seal to be effective as of the date first written above.

BESI DIE HANDLING, INC.

Date: APRIL 15, 2005

By:   
Name: R.W. Blickman  
Title: Director  
Duly Authorized

Date: April 15, 2005

  
Hans Wundt

EXECUTION COPY

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Schedule 2.1

An initial payment shall be made in the amount of One Hundred Twenty Thousand (\$120,000) on or before December 31, 2005.

Subsequent annual payments shall be made on or before December 31 of each year in an amount equal to twenty percent (20%) of the Executive's gross annual salary for that fiscal year.

ORIGIN ID: BMLA  
ERIN WEINELT  
BESI NORTH AMERICA  
14 KEEWAYDIN DR

SALEM, NH 03079  
UNITED STATES US

SHIP DATE: 22JUL13  
ACTWGT: 0.5 LB MAN  
CAD: 0980834/CAFE2608

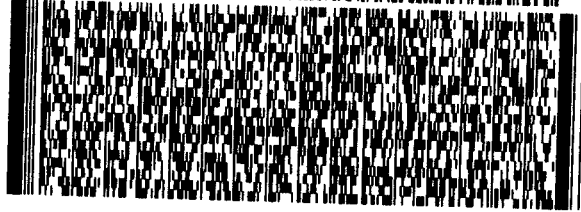
BILL SENDER

TO US DEPARTMENT OF LABOR  
EMPLOYEE BENEFITS SECURITY ADMIN  
TOP HAT PLAN EXEMPTION  
200 CONSTITUTION AVENUE, NW, N-1513  
WASHINGTON DC 20210

512C1/AR04/CF68

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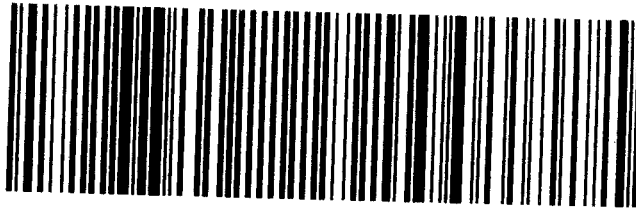
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