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March 10, 1997

PLEASE REPLY TO CHARLOTTE

CERTIFIED MAIL/
RETURN RECEIPT REQUESTED #P200 114 750

Office of Pension and Welfare Benefit Programs
Labor Management Services Administration
United States Department of Labor
200 Constitution Avenue, NW
Washington, DC 20216

2520190031646

Re: Engineering Manufacturing Services Co.
Summary Plan Description

Dear Sir or Madam:

This document constitutes the statement required by Department of Labor Regs. Section 2520.104-23 to be filed with the Secretary of Labor with respect to non-qualified deferred compensation plans maintained by the above employer.

The employer currently maintains one (1) non-qualified deferred compensation plan for an employee who is a member of a select group of management or who is highly compensated. The primary purpose of the plan is to provide deferred compensation to a certain member of that select group. The number of participant's in the plan is one (1). The employer's Federal Identification Number is 56-1613298. The employer will provide copies of the plan documents upon the request of the Secretary of Labor.

Sincerely,

WISHART, NORRIS, HENNINGER
& PITTMAN, P.A.

Joseph Henninger/plg.
Joseph B. Henninger, Jr.

JBHjr:plg
Enclosure

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**ENGINEERING MANUFACTURING SERVICES CO.
DEATH BENEFIT ONLY PLAN**

SUMMARY PLAN DESCRIPTION

You are a participant in the ENGINEERING MANUFACTURING SERVICES CO. DEATH BENEFIT ONLY PLAN. This will summarize for you the terms and conditions of this plan, and your rights and benefits under it.

A copy of the Plan Instrument is attached to this summary. If there is any discrepancy between the Plan Instrument and this summary, the Plan Instrument will control.

1. General. The name and address of the employer is Engineering Manufacturing Services Co., 5634 Cannon Drive, Monroe, North Carolina 28810.

2. Identifying the Plan. This Plan is known as the Engineering Manufacturing Services Co. Death Benefit Only Plan. It is plan by which Engineering Manufacturing Services Co., at its own cost alone, will provide your survivors with death benefits from Engineering Manufacturing Services Co.'s general funds.

3. Plan Administrator. The Plan Administrator is that person responsible for providing you with information regarding the plan and your rights and benefits under it, as well as any forms required to exercise those rights. Engineering Manufacturing Services Co. has initially appointed its Human Resources Administrator, Tya Pierson, to be the Plan Administrator.

4. Eligibility to Participant. The president and all vice presidents of Engineering Manufacturing Services Co. or any of its controlled subsidiaries will automatically participate in this plan, once he has twelve (12) months of service with Engineering Manufacturing Services Co.

5. Plan Operation and Funding Policy. This plan is unfunded, in that Engineering Manufacturing Services Co. will make all promised death benefits from its general funds.

6. Payment of Death Benefits. When you die, if you are still president or vice president of Engineering Manufacturing Services Co., Engineering Manufacturing Services Co. will pay to your survivors the sum of 1.3 Million Dollars.

7. Survivors. Your survivor, for purposes of this plan, is your spouse, if you are survived by your spouse. If you are not survived by a spouse, your survivors are your children, in equal shares. If one or more of your children do not survive you but they are themselves survived by descendants, their descendants will take the shares that their ancestor, your deceased child, would have taken if living. Provided however, if any benefits are payable to a survivor other than my spouse, who is under age 30, such benefits shall be paid to the "Trusts for Children" as provided in my Revocable Trust dated December 18, 1996.

8. Termination. Engineering Manufacturing Services Co. can terminate this plan at any time, without your consent.

9. Fiduciary. Engineering Manufacturing Services Co. is the named fiduciary under this plan and as such will, through its Board of Directors, have the authority to control the administration of this plan.

10. Claims. Engineering Manufacturing Services Co. is responsible for establishing and carrying out all policies regarding this plan and making all determinations relating to the rights and benefits conferred by this plan upon your survivors. Engineering Manufacturing Services Co.'s, decision regarding any claim by your survivor made under this plan must be stated in writing and delivered or mailed to your survivor within seventy-five (75) days after such claim has been made

in writing to the Plan Administrator. Engineering Manufacturing Services Co.'s written decision shall set forth the specific reasons for any denial of the claim.

If Engineering Manufacturing Services Co. denies a claim, the claimant is entitled to a full and fair review of the decision by the Plan Administrator. Review must be requested within sixty (60) days following receipt of the written decision, and review must be granted within thirty (30) days following a written request for review. A final decision on such review must be rendered by the Plan Administrator in writing within one hundred twenty (120) days following your hearing.

11. Rights Under Employee Retirement Income Security Act of 1974. You are entitled to the protection of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. Under this law, you have a right to:

- (a) Examine all plan documents, including insurance contracts, and copies of all documents filed with the U.S. Department of Labor, by the plan or by Engineering Manufacturing Services Co. regarding the plan. You may examine these documents without cost at the office of the Plan Administrator, during normal work hours (9:00 a.m. to 5:00 p.m., Monday through Friday).
- (b) Obtain copies of all plan documents and other plan information, on your written request to the Plan Administrator. There may be a reasonable charge for such copies.

Under ERISA, there are certain steps you can take to enforce your rights under the plan. For example, if you ask for materials from the plan and do not receive them within thirty (30) days, you can file suit in federal court. In such case, the court may require the Plan Administrator to provide the materials you have requested and to pay you up to \$100 per day until you receive them, unless

they were not provided due to reasons beyond the Plan Administrator's control.

If you believe that you have been wrongly denied benefits under the plan, you may also file suit in federal court and, if you win, the court may order the person you have sued to pay court costs and legal fees. Of course, if you lose, you may be ordered to pay court costs and legal fees.

If you have any questions about the plan or your rights under it, please contact the Plan Administrator. Part of his job is to make sure that you understand the plan and your rights and benefits under it.