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May 29, 2003

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CERTIFIED MAIL -
RETURN RECEIPT REQUESTED
RECEIPT NUMBER

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U. S. Department of Labor
200 Constitution Avenue NW
Washington, D.C. 20201

RE: Marini Tool and Die Company, Inc. Retirement Income Agreement for Albert T. Marini; Alternative Reporting and Disclosure Requirements of Part I of Title I of ERISA Section 101-111

To the Secretary of Labor:

This statement is submitted in compliance with the requirements of the alternative method of reporting and disclosure under Part I of Title I of the Employee Retirement Income Security Act of 1974 for unfunded or insured pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulations, 29 C.F.R. §2520.104-23. The filing of this statement by the undersigned is made solely as a precautionary measure and is not to be construed as an acknowledgement that the arrangements covered hereby are subject in whole or in part to ERISA.

Name and Address of Employer: Marini Tool and Die Company, Inc.
5100 – 21st Street
Racine, WI 53406-5025.

Employer Identification No.: 39-1078616.

Purpose of Plan:

Marini Tool and Die Company, Inc. maintains the plan primarily for the purpose of providing deferred compensation in the form of retirement income for a select group of management or highly compensated employees. This plan was established on May 29, 2003.

Number of Plans and Participants in Each Plan:

There is only one such plan in existence and there is only one employee, Albert T. Marini, participating in this plan.

Agreement to Furnish Documents:

Marini Tool and Die Company, Inc. shall provide plan documents to the Department of Labor upon its request.

MARINI TOOL AND DIE COMPANY, INC.

By: Albert T. Marini
Albert T. Marini,
Its President

RETIREMENT INCOME AGREEMENT

THIS AGREEMENT is entered into on this 24th day of May, 2003, by and between Albert T. Marini and Marini Tool and Die Company, Inc., a Wisconsin corporation, hereinafter referred to as the "Corporation".

WHEREAS, Albert T. Marini is an officer and long time employee of the Corporation; and

WHEREAS, Albert T. Marini has been significantly responsible for the Corporation's financial stability and has served with modest compensation in order to enhance the Corporation's financial strength so that it can compete effectively in a very difficult and highly competitive marketplace; and

WHEREAS, Albert T. Marini during his many years as an employee of the Corporation has had raises and bonuses which were earned, but could not be paid due to the financial condition of the Corporation; and

WHEREAS, the Corporation recognizes that it has been unable to provide Albert T. Marini with fair and reasonable retirement income; and

WHEREAS, Albert T. Marini wishes to be assured that upon his retirement, the Corporation will provide him and his wife, Bernadine A. Marini, with retirement income for their joint lifetimes and the lifetime of the survivor; and

WHEREAS, the Corporation wishes to be protected from competition by Albert T. Marini after his retirement;

NOW, THEREFORE, in consideration of the past services rendered by Albert T. Marini to the Corporation for which he was not adequately compensated and Albert T. Marini's agreement not to compete in the future, the parties agree as follows:

1. **Recitals.** All of the above recitals are hereby incorporated by reference as though set forth in their entirety.

2. **Retirement Income.** Commencing with the retirement of Albert T. Marini, which may take place at any time at his sole and exclusive option, the Corporation shall pay to him as retirement income, the annual sum of Thirty-one Thousand Two Hundred (\$31,200) Dollars per year, payable for the joint lifetime of Albert T. Marini and his wife, Bernadine A. Marini, and for the lifetime of the survivor. Payments shall be made weekly upon the retirement of Albert T. Marini. In the event of the death of Albert T. Marini, either before or after the date of his retirement, if his wife, Bernadine A. Marini, survives him, payment of the entire Thirty-one Thousand Two Hundred (\$31,200) Dollar annual sum shall continue for the lifetime of Bernadine A. Marini. Upon the death of the survivor of Albert T. Marini and Bernadine A. Marini, all payments hereunder shall cease. All rights of Albert T. Marini under this Agreement shall become immediately vested and non-forfeitable on the date of its execution and he shall not be legally required to render any further services in order to receive the benefits hereunder.

3. **Agreement Not To Compete.** Albert T. Marini agrees for the remainder of his lifetime, provided all payments are made in accordance with paragraph 2, that he shall neither directly or indirectly own, have a proprietary interest of any kind or nature in, give financial assistance to, solicit business on behalf of, be employed by, advise (with or without remuneration) or serve as an officer, director or consultant for any business which is engaged in the same and/or similar business as that of the Corporation and which does business any where in Racine County, Kenosha County or Milwaukee County, Wisconsin, without the express written consent of the Corporation.

Albert T. Marini further acknowledges and agrees that all of the restrictions imposed in this paragraph 3, including but not limited to the length and geographic

restrictions are fair and reasonable and necessary for the protection of the Corporation's business and are not harsh or oppressive with respect to Albert T. Marini and that the Corporation is acting in a good faith manner. Albert T. Marini also acknowledges and agrees that irreparable injury shall result to the Corporation in the event of a breach by him of the provisions contained in this paragraph 3 and that the Corporation shall have no adequate remedy at law with respect thereto. In the event of any violations of the provisions of this paragraph 3 of this Agreement, Albert T. Marini agrees that the Corporation shall be entitled to injunctive relief, without the necessity of posting any bond, to restrain any further violation or breach by Albert T. Marini, or any agents or person or persons acting on his behalf. If the Corporation believes that Albert T. Marini has entered into any competitive activity not permitted under the terms of this Agreement, the Corporation shall notify him in writing of the alleged violation and the information which causes the Corporation to believe such violation exists. Albert T. Marini shall have twenty (20) days to respond to the allegations. If such response is not satisfactory to the Corporation, the Corporation shall have all remedies available at law and/or equity as a court shall determine, including but not limited to the remedies of specific performance, injunctive relief and monetary damages.

4. **Binding Effect.** This Agreement shall be binding upon the Corporation, its successors and assigns, and upon a purchaser of substantially all of the assets of the Corporation. In the event of the sale of the Corporation, the Corporation agrees to provide Albert T. Marini (or Bernadine A. Marini in the event her husband has predeceased her) adequate assurances that all amounts and benefits due and owing him (her) under the terms of this Agreement shall be paid.

5. **Assignment.** The rights and benefits of Albert T. Marini and his wife, Bernadine A. Marini, under this Agreement are personal to them and no such right or benefit shall be subject to voluntary or involuntary alienation, assignment, or transfer.

6. **Authorization by Board of Directors.** The Corporation represents that the execution of this Agreement has been authorized, ratified and confirmed by valid action by the Board of Directors of the Corporation.

7. **Exclusive Liability.** Any and all liability created under this Agreement to provide Albert T. Marini and his wife, Bernadine A. Marini, with retirement income benefits shall be exclusively and solely that of the Corporation. No shareholder, officer, director and/or employee, past, present or future, of the Corporation shall have any liability to either or both of them, or to any other person or entity, to provide or pay such benefits, such liability herein being expressly and unconditionally denied.

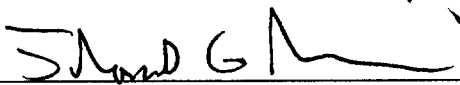
8. **Governing Law.** This Agreement shall be governed according to the laws of the State of Wisconsin.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

MARINI TOOL AND DIE
COMPANY, INC.

By: 
Albert T. Marini,
President

Attest:

By: 
Thomas G. Marini, Secretary

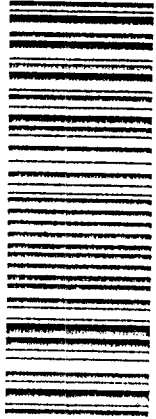

Albert T. Marini, Individually

**DENMARK
KOLBE &
BRODEK**

A LIMITED LIABILITY S.C.

6216 Washington Avenue
P.O. Box 085009
Racine, Wisconsin 53408

**RETURN RECEIPT
REQUESTED**

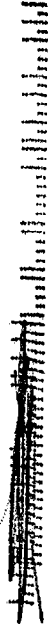


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