

October 29, 1996

Top-Hat Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20219

RECEIVED
NOV 12 1996 12:55

2520190030087

Re: Deferred Compensation Plan for Highly
Compensated Employees

Dear Sir:

The above-name plan was established February 28, 1996 as a top-hat plan within the meaning of Part I of Title I of ERISA. The plan was adopted by Board of Directors resolution September 24, 1996.

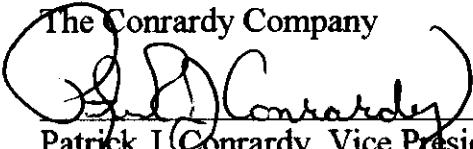
Pursuant to Department of Labor Regulation Section 2520.104-23, we are filing the following statement as an alternative method of compliance with the reporting and disclosure requirements of Part I of Title I of ERISA:

1. Name of employer: The Conrardy Company
2. Address of employer: 630 Busse Highway
Park Ridge, IL 60068
3. Tax EIN: 36-2861545
4. Statement: The employer maintains the plan as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.
5. Number of participants: 1

If your representative should have any questions regarding the foregoing, please have him or her contact the undersigned.

Sincerely,

The Conrardy Company


Patrick J. Conrardy, Vice President

10-11-2014
APPROVED 12/12/12 12:55

**The Conrardy Corporation
Deferred Compensation Plan
For Highly Compensated Employees**

1. All employees of The Conrardy Corporation who qualify as "highly compensated" pursuant to regulations covering the Tax Reform Act of 1986 and who meet the eligibility requirements of the regular 401(k) profit sharing plan are eligible to participate in the Deferred Compensation Plan.
2. Company contributions to each eligible employee's account in this plan will be determined by the Compensation Distribution Committee appointed by the Board of Directors. The Compensation Distribution Committee will, in determining the Company contribution for each employee, take into consideration a) years of service, b) base compensation, c) performance of the company, and d) the individual contribution of the employee.
3. Company contributions will be credited to the account of each eligible employee on February 28 of the fiscal year then ending. Earnings on each account will also be credited once a year on February 28 and will be calculated by multiplying the account balance at March 1 (the beginning of the fiscal year) by the higher of a) the percentage increase in the Standard & Poor's 500 index for the year then ending (but not greater than 20% or b) 2% over the average prime lending rate in effect at the First National Bank of Chicago for that fiscal year.

The "average prime lending rate" means the mid-point between the prime rate in effect on March 1 (the beginning of the fiscal year), and the succeeding February 28 (the end of the fiscal year).

4. Accounts will vest over the same 6-year period and using the same years of vesting service as contained in the regular 401(k) profit sharing plan. Accounts will be 100% vested regardless of years of vesting service as a result of death, total and permanent disability, or attaining retirement age (age 60).
5. Payment of benefits at retirement will be determined by the Compensation Distribution Committee based upon the employee's financial best interests.

Payments may be made in a lump sum or in monthly installments as determined by the Committee, but in no event will monthly installments be made beyond 20 years.

In the year of retirement, if the employee has worked six months or more of the current fiscal year, he will participate in that year's Company contribution. Thereafter, no further Company contributions will be made to his accounts. Earnings on any remaining account balance after the year of retirement will be paid using 2% over the average prime rate applied to the average account balance.

6. In the event of death of the employee prior to distribution of all benefits under this plan, his remaining account balance will be paid to his designated beneficiary(ies) together with earnings using 2% over the average prime rate. Payments will be made in a lump sum or in monthly installments determined by the Committee, but in no event will monthly installments be made beyond 10 years.
7. If an employee resigns or is dismissed prior to retirement age, distribution of his vested account balance will be determined by the Compensation Distribution Committee. The former employee will no longer participate in Company contributions and all subsequent earnings will be credited to his

account using 2% over the average prime rate until the entire account is distributed. Payments will be made in a lump sum or in monthly installments, but in no event will monthly installments be made more than five years after termination

8. Forfeitures from terminated employees will be returned to the Company.
9. This plan contains no provision for loans or hardship withdrawals, and participants have no power to direct any investment of account balances. Employee spouses have no federal vested right to payments and are not required to consent to designated beneficiaries.
10. Participant contributions, in the form of salary deferral, are allowed under the plan. To participate, eligible employees are required to make an irrevocable salary deferral election prior to their one year anniversary with the Company in which they have worked 1,000 or more hours and, thereafter, in December of each year for the upcoming calendar year.

Salary deferrals must be in even increments of 1%, 2%, 3%, etc., up to a maximum of 15%. Similar to 401(k) contributions, any salary deferred and put into this plan is excluded from taxable wages and not subject to Federal and State income taxes in the deferral year.

Amounts contributed will be fully vested upon receipt in the plan and earnings on such contributions will be calculated as in point 3 above using the average balance during the year.

As was emphasized above, employees must make an irrevocable salary deferral election each year. Once made, the election cannot be revoked without penalty of being unable to participate in deferrals for the remainder of the current year. In addition, once the percentage is established for the current year, it cannot be changed upward or downward. Employees must retain the percentage elected or revoke the election. No penalty would be involved if the employee participates in the deferral one year, not the next, back in again the following year, etc., as long as the period involved is a full calendar year.

11. Amounts contributed into the plan, whether from employee deferrals, Company contribution or earnings, are subject to F.I.C.A. taxation at the date the amounts are vested. Currently, the F.I.C.A. tax is 7.65%, broken down as follows: 6.20% is the social security tax which is paid by both the employer and employee on the first \$62,700 of taxable wages; and 1.45% is the Medicare tax which is paid by both the employer and employee on all taxable wages without limit. Since the compensation level to be considered a "highly-compensated" employee exceeds \$62,700, employees and the Company will be paying only the 1.45% Medicare tax on amounts vested during the year.
12. All account balances under this plan, whether from the company or from employee deferrals, will be an unfunded general obligation of the Company. There will be no trust to hold the assets. The allocations (Company contributions and earnings), as made each year, will not be taxable income to the employee that year. Employees will realize taxable income only upon receipt of distributions from the Plan. Each employee will have a contractual right against the Company for Plan payments.
13. The Company reserves the right to amend or terminate the plan at any time. If the plan is terminated, all account balances will become fully vested and nonforfeitable. The Compensation Distribution Committee will determine the time and method of distribution.