

SUPREME INDUSTRIES INC
Form 10-Q
August 09, 2005

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

(X) QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
 SECURITIES EXCHANGE ACT OF 1934

 For the Quarterly Period Ended June 25, 2005

OR

() TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
 SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File No. 1-8183

SUPREME INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware

75-1670945

(State or other jurisdiction of

(I.R.S. Employer Identification No.)

incorporation or organization)

2581 E. Kercher Rd., P.O. Box 237, Goshen, Indiana 46528

(Address of principal executive offices)

Registrant's telephone number, including area code: (574) 642-3070

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock (\$.10 Par Value)			 			Outstanding at July 15, 2005
 	Class A	 	 	 	 	10,376,965
 	Class B	 	 	 	 	2,109,133

 	 	 	 	 	 	
 	 	 	 	 	 	
 	 	 	 	 	 	

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SUPREME INDUSTRIES, INC.

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FINANCIAL STATEMENTS

Supreme Industries, Inc. and Subsidiaries

Consolidated Balance Sheets

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		2005			2004
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Assets

(Unaudited)

Current assets:

	Cash and cash equivalents	\$	299,293		\$	1,736,483
	Accounts receivable, net		28,354,231			28,432,715
	Inventories		45,898,125			45,441,189
	Deferred income taxes		847,012			847,012
	Other current assets		3,075,873			4,222,636

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		Total current assets					78,474,534			80,680,035
Property, plant and equipment, at cost							86,560,221			84,195,977
	Less, Accumulated depreciation and									
		amortization					38,533,968			37,005,013
		Property, plant and equipment, net					48,026,253			47,190,964
Intangible assets, net							4,295			30,066
Goodwill							735,014			735,014
Other assets							536,723			560,540
		Total assets				\$	127,776,819		\$	129,196,619

The accompanying notes are a part of the consolidated financial statements.

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Supreme Industries, Inc. and Subsidiaries

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Consolidated Balance Sheets, Concluded

 	 	 	 	 	 	 	June 25,	 	 	December 25,
 	 	 	 	 	 	 	2005	 	 	2004
Liabilities and Stockholders' Equity						 	(Unaudited)	 	 	
 										
Current liabilities:						 	 	 	 	
 	Current maturities of long-term debt					\$	1,683,333	 	\$	1,633,333
 	Trade accounts payable					 	10,159,053	 	 	18,717,757
 	Accrued income taxes					 	632,290	 	 	312,415
 	Other accrued liabilities					 	10,718,367	 	 	9,118,259
 										
 	 	Total current liabilities				 	23,193,043	 	 	29,781,764
 										
Long-term debt						 	28,476,053	 	 	28,766,667
 										
Deferred income taxes						 	3,085,179	 	 	3,085,179
 	 	 	 	 	 	 	 	 	 	
 	 	Total liabilities				 	54,754,275	 	 	61,633,610
 	 	 	 	 	 	 	 	 	 	
Stockholders' equity						 	73,022,544	 	 	67,563,009
 										
 	 	Total liabilities and stockholders' equity				\$	127,776,819	 	\$	129,196,619

The accompanying notes are a part of the consolidated financial statements.

 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	

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Supreme Industries, Inc. and Subsidiaries											
Consolidated Statements of Income (Unaudited)											
 	 	 	 	 	Three Months Ended					 	
 	 	 	 	 	June 25,		 	June 26,		 	
 	 	 	 	 	2005		 	2004		 	
Revenue:										 	
 	Net sales				\$	95,216,407	 	\$	90,740,648	 	\$
 	Other income				 	138,914	 	 	105,297	 	
 	 	 	 	 	 	95,355,321	 	 	90,845,945	 	
Costs and expenses:										 	

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 	Cost of sales				 	82,970,295	 	 	81,125,598	 	 	161,666,
 	Selling, general and administrative				 	7,294,334	 	 	6,461,329	 	 	13,752,
 	Interest				 	568,387	 	 	216,271	 	 	1,057,
 	 	 	 	 	 	90,833,016	 	 	87,803,198	 	 	176,476,
 	 	 	 	 	 	 	 	 	 	 	 	
 	 	Income before income taxes			 	4,522,305	 	 	3,042,747	 	 	9,362,
 	 	 	 	 	 	 	 	 	 	 	 	
 	Income taxes				 	1,622,000	 	 	1,155,000	 	 	3,368,
 	 	 	 	 	 	 	 	 	 	 	 	
 	 	Net income			\$	2,900,305	 	\$	1,887,747	 	\$	5,994,
 	 	 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	 	 	
Earnings per share:											 	
 	 	Basic		 	 	\$.23	 	 	\$.16	 	 	\$
 	 	Diluted		 	 	.23	 	 	.15	 	 	
 	 	 	 	 	 	 	 	 	 	 	 	
Shares used in the computation of											 	
 	earnings per share:										 	
 	 	Basic		 	 	12,391,341	 	 	12,086,558	 	 	12,288,
 	 	Diluted		 	 	12,708,871	 	 	12,504,790	 	 	12,651,
 	 	 	 	 	 	 	 	 	 	 	 	
Cash dividends per common share					 	\$.035	 	 	\$.035	 	 	\$
 	 	 	 	 	 	 	 	 	 	 	 	
The accompanying notes are a part of the consolidated financial statements.												
 	 	 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	 	 	

Consolidated Statements of Cash Flows (Unaudited)										
 	 	 	 	 	 	 	Six Months Ended			
 	 	 	 	 	 	 	June 25,	 	 	June 26,
 	 	 	 	 	 	 	2005	 	 	2004
Cash flows from operating activities:						 	 	 	 	
 	Net income					\$	5,994,649	 	\$	2,877,516
 	Adjustments to reconcile net income to net cash					 	 	 	 	
 	 	provided by operating activities:				 	 	 	 	
 	 	 	Depreciation and amortization			 	2,031,911	 	 	1,746,560
 	 	 	Loss (gain) on disposal of equipment			 	8,561	 	 	(10,779)
 	 	 	Changes in operating assets and liabilities			 	(5,885,324)	 	 	(2,964,263)
 	 	 	 	 	 	 	 	 	 	
 	 	Net cash provided by operating activities				 	2,149,797	 	 	1,649,034
 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	
Cash flows from investing activities:						 	 	 	 	
 	Additions to property, plant and equipment					 	(2,878,352)	 	 	(6,369,223)
 	Proceeds from disposal of equipment					 	28,362	 	 	17,608
 	Purchase of short-term investments					 	(1,163,000)	 	 	-
 	Decrease in other assets					 	23,817	 	 	21,040
 	 	 	 	 	 	 	 	 	 	
 	 	Net cash (used in) investing activities				 	(3,989,173)	 	 	(6,330,575)
 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	
Cash flows from financing activities:						 	 	 	 	
 	Proceeds from revolving line of credit and other					 	 	 	 	

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		long-term debt					66,065,429			68,062,923
	Repayments of revolving line of credit and									
		other long-term debt					(66,306,043)			(63,063,461)
	Payment of cash dividends						(862,788)			(784,179)
	Proceeds from exercise of stock options						1,505,588			422,612
		Net cash provided by financing activities					402,186			4,637,895
Change in cash and cash equivalents							(1,437,190)			(43,646)
Cash and cash equivalents, beginning of period							1,736,483			106,254
Cash and cash equivalents, end of period						\$	299,293		\$	62,608
Supplemental disclosure of noncash financing										
	activity:									
		Cash dividend declared				\$	1,190,557		\$	-
The accompanying notes are a part of the consolidated financial statements.										

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Supreme Industries, Inc. And Subsidiaries

Notes To Consolidated Financial Statements

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NOTE 1 - BASIS OF PRESENTATION AND OPINION OF MANAGEMENT

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The accompanying unaudited consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q and therefore do not include all of the information and financial statement disclosures necessary for a fair presentation of consolidated financial position, results of operations and cash flows in conformity with accounting principles generally accepted in the United States of America. In the opinion of management, the information furnished herein includes all adjustments necessary to reflect a fair statement of the interim periods reported. All adjustments are of a normal and recurring nature. The December 25, 2004 consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States of America.

The Company has adopted a 52 or 53 week fiscal year ending the last Saturday in December. The results of operations for the three and six months ended June 25, 2005 and June 26, 2004 are for 13 and 26 week periods, respectively.

NOTE 2 - INVENTORIES

Inventories, which are stated at the lower of cost or market with cost determined using the first-in, first-out method, consist of the following:

The valuation of raw materials, work-in-progress and finished goods inventories at interim dates is based upon a gross profit percentage method and bills of materials. The Company has historically had favorable and unfavorable adjustments resulting from physical inventories. The Company continues to refine its costing procedures for valuation of interim inventories in an effort to minimize book to physical inventory adjustments.

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Supreme Industries, Inc. And Subsidiaries

Notes To Consolidated Financial Statements, Continued

NOTE 3 - EARNINGS PER SHARE

The number of shares used in the computation of basic and diluted earnings per share are as follows:

						Three Months Ended		Six Months Ended			
						June 25,		June 26,		June 25,	
						2005		2004		2005	
Weighted average number of											
shares outstanding (used in											
computation of basic											
earnings per share)						12,391,341		12,086,558		12,288,776	
Effect of dilutive stock options						317,530		418,232		363,117	
Diluted shares outstanding											
(used in computation of											
diluted earnings per share)						12,708,871		12,504,790		12,651,893	

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Supreme Industries, Inc. And Subsidiaries[illegible]

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The following table illustrates the effect on net income and earnings per share if compensation expense was measured using the value recognition provisions of SFAS No. 123.

							Three Months Ended			Six Months Ended		
							June 25,		June 26,		June 25,	
							2005		2004		2005	
Net income, as reported							\$2,900,305		\$1,887,747		\$5,994,649	
Deduct: Stock-based												
compensation expense												
determined under fair value												
based method, net of tax							(83,942)		(83,848)		(154,807)	
Pro forma net income							\$2,816,363		\$1,803,899		\$5,839,842	
Basic earnings per share:												
As reported							\$.23		\$.16		\$.49	
Pro forma							.23		.15		.48	
Diluted earnings per share:												
As reported							.23		.15		.47	
Pro forma							.22		.14		.46	

NOTE 5 - COMMON STOCK

The Company paid a three and one-half cent (\$.035) per share cash dividend to all Class A and Class B common stockholders each of the quarters ended June 25, 2005 and June 26, 2004. Additionally, the Company paid a three and one-half cent (\$.035) share and a three cent (\$.03) per share cash dividend to all Class A and Class B common stockholders during the quarters ended March 26, 2005 and March 27, 2004, respectively.

On June 6, 2005, the Company's Board of Directors declared a nine and one-half cent (\$.095) per share cash dividend payable August 1, 2005 to all Class A and Class B common stockholders of record on July 25, 2005. Accrued cash dividend payable on

[illegible]**Supreme Industries, Inc. And Subsidiaries**

Notes To Consolidated Financial Statements, Concluded

NOTE 6 - LEASE COMMITMENTS

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On April 14, 2005, the Company entered into a third extension of an existing lease agreement with a related party. The third extension extends the lease term for certain of the Company's leased facilities in Goshen, Indiana and Griffin, Georgia for an additional five years, with a new expiration date of July 2010. Monthly rental payments under the related party lease agreement are \$54,108 and increase in July of each successive year by an escalator defined in the lease agreement. All other terms and conditions of the existing lease agreement remain unchanged.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OPERATIONS

Results of Operations

Net sales for the three months ended June 25, 2005 increased \$4.5 million or 5.0% to \$95.2 million from \$90.7 million for the months ended June 26, 2004. Net sales for the six months ended June 25, 2005 increased \$21.3 million or 13.0% to \$185.5 from \$164.2 million for the six months ended June 26, 2004. The Company completed two large fleet contracts during the first half 2005 resulting in a majority of the increase in net sales. The higher fleet sales were a combination of a larger quantity of unit shipments along with price increases implemented in response to the significant raw material cost escalation experienced through

2004 and continuing into 2005.

Gross profit as a percentage of net sales increased for the three and six month periods ended June 25, 2005 when compared to three and six month periods ended June 26, 2004. The following table presents the components of cost of sales as a percentage of net sales and the change from period to period:

 	 	Three Months Ended					 	Six Months Ended				
 	 	June 25,	 	June 26,	 	 	 	June 25,	 	June 26,	 	
 	 	2005	 	2004	 	Change	 	2005	 	2004	 	Change
Materials		56.9%	 	57.6%	 	(.7)%	 	56.7%	 	57.9%	 	(1.2)%
Direct labor		14.1	 	15.2	 	(1.1)	 	14.0	 	15.4	 	(1.4)
Overhead		13.8	 	13.7	 	.1	 	13.9	 	13.7	 	.2
Delivery		2.3	 	2.9	 	(.6)	 	2.5	 	2.8	 	(.3)
Cost of sales		87.1	 	89.4	 	(2.3)	 	87.1	 	89.8	 	(2.7)
 	 	 	 	 	 	 	 	 	 	 	 	
Gross profit		12.9%	 	10.6%	 	2.3%	 	12.9%	 	10.2%	 	2.7%
 	 	 	 	 	 	 	 	 	 	 	 	

Material cost as a percentage of net sales improved .7% for the three months ended June 25, 2005 and 1.2% for the six months ended June 25, 2005 when compared to corresponding periods in 2004. The reduction in material percentage in both periods resulted from price increases the Company implemented in response to its escalating raw material costs. While a majority of the raw material costs have stabilized, the Company is still experiencing upward cost pressure on petroleum-based resins and gelcoats. The Company is closely monitoring its major raw material commodities to enable a quick response to changes in cost and / or market conditions.

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Results of Operations, Continued

Direct labor as a percentage of net sales for the three and six months ended June 25, 2005 was 14.1% and 14.0%, respectively. Direct labor improved over the comparative prior year periods primarily due to efficiencies associated with the production of large quantities of standardized fleet units and the impact of the implementation of price increases. Direct labor as a percentage of net sales is expected to rise somewhat over the next six months as the Company returns to the production of a higher concentration of customized retail units.

Despite the additional revenues resulting from higher fleet sales and price increases, overhead remained relatively constant as a percentage of net sales for the three and six month periods. The Company has experienced significant escalating group health insurance claim costs during 2005, particularly during the second quarter. Group health insurance expense increased \$561 thousand and \$738 thousand for the three and six month periods in 2005 compared to the 2004 comparative periods. In addition, depreciation expense has increased \$171 thousand and \$328 thousand for the 2005 three and six month periods compared to the 2004 comparative periods as a result of the \$9.7 million of capital expenditures incurred since June 26, 2004.

Delivery expenses remained relatively unchanged as a percentage of net sales despite higher fuel costs. These higher fuel costs were offset by the increased number of fleet units invoiced in the first six months of 2005. Such products are generally not delivered by the Company but are picked up by the customers.

Selling, general and administrative expenses were 7.7% and 7.4% of net sales for the three and six months ended June 25, 2005 compared to 7.1% and 7.3% of net sales for the three and six months ended June 26, 2004. Selling expenses increased as a percentage of net sales primarily due to a reduction in cooperative marketing funds the Company received from chassis manufacturers in the first six months of 2005 versus the first six months of 2004. These funds, which are used to offset marketing and promotional expenses, were reduced by the chassis manufacturers due to their improving business conditions. Additionally, the Company experienced higher sales commission expense as a result of the additional revenues recorded in the first six months of 2005 compared to the first six months of 2004. General and administrative expenses increased primarily as a result of additional compensation expense related to the Company's incentive bonus plans which are based on pretax earnings.

Interest expense for the three and six months ended June 25, 2005 was \$.6 million and \$1.1 million compared to \$.2 million and \$.4 million for the three and six months ended June 26, 2004. The increase in interest expense was attributable to higher levels of borrowings to finance working capital and capital expenditures, and the rise in short-term interest rates.

The Company's effective income tax rate was 36.0% for the first six months of 2005 compared to 38.1% for the first six months of 2004. The decrease in the Company's effective tax rate is attributable to additional tax deductions allowed manufacturers by the 2004 American Jobs Creation Act and certain tax benefits resulting from the formation of a captive insurance company. The manufacturer's deduction will lower the Company's effective tax rate by approximately one percent. In late 2004, after a review of insurance risk management alternatives, the Company restructured certain of its legal entities and formed a wholly owned captive insurance company which resulted in a further reduction in the Company's effective tax rate.

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Results of Operations, Concluded

Net income for the three and six months ended June 25, 2005 was \$2.9 million and \$6.0 million compared to \$1.9 million and \$2.9 million for the three and six months ended June 26, 2004. Basic earnings per share were \$.23 and \$.49 for the three and six months ended June 25, 2005 compared to \$.16 and \$.24 per share for the three and six

months ended June 26, 2004. Diluted earnings per share were \$.23 and \$.47 for the three and six months ended June 25, 2005 compared to \$.15 and \$.23 per share for the three and six months ended June 26, 2004

 	 	 	 	 	 	 	 	 	 	 	 	
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Liquidity and Capital Resources

The Company's revolving line of credit, net income and depreciation were the major sources of cash flows during the six months ended June 25, 2005. As a result of the higher levels of trade accounts receivable and inventories related to two large fleet contracts, there was extensive use of our revolving line of credit during the first quarter of 2005. These contracts were completed during the second quarter, resulting in a reduction in trade accounts receivable of \$9.0 million and a reduction in inventories of \$7.4 million from the amounts of the end of the first quarter. These cash resources, along with cash flow from operations, were utilized to reduce trade accounts payable by \$6.4 million and to reduce long-term debt obligations by \$14.4 million during the second quarter of 2005.

Capital expenditures for the six months ended June 25, 2005 were \$2.9 million. During the second quarter the Company completed the construction of an additional manufacturing facility at its Griffin, Georgia location and expended \$1.4 million on this building project during the first six months. Our Jonestown, Pennsylvania location expended \$.5 million in capital expenditures to continue improving operations at its recently acquired manufacturing plant adjacent to our other facilities. We expect our 2005 capital expenditures to approximate our 2005 depreciation expense of \$4.0 million.

The Company believes that cash flow generated from operations and funds available under the Company's revolving line of credit will be sufficient to meet the Company's cash needs during the next twelve months.

Contractual Obligations

Our fixed, noncancelable obligations as of June 25, 2005 were as follows:

Payments due by period

 Less than

 1 Year 1-3 Years 3-5 Years

Debt (a) \$30,159,386 \$1,683,333 \$26,309,386 \$ 950,000

Operating leases (b) 3,478,574 797,910 1,327,964 1,298,592

 	 	 	 	 	 	 	 	 	 	 	 	 	
Total	\$33,637,960	 	\$2,481,243	 	\$27,637,350	 	\$2,248,592	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	 	 	 	

(a) Amounts are included on the Consolidated Balance Sheets. For additional information regarding debt and related matters, see the Notes to Consolidated Financial Statements included in the Annual Report on Form 10-K for the year ended December 25, 2004.

(b) For additional information regarding operating leases, see Note 8 of the Notes to Consolidated Financial Statements included in the Annual Report on Form 10-K for the year ended December 25, 2004 and Note 6 of this Quarterly Report on Form 10-Q.

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Critical Accounting Policies and Estimates

Management's discussion and analysis of its financial position and results of operations are based upon the Company's consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. The Company's significant accounting policies are discussed in Note 1 of the Notes to Consolidated Financial Statements included in the Annual Report on Form 10-K for the year ended December 25, 2004. In management's opinion, the Company's critical accounting policies include allowance for doubtful accounts, allowance for excess and obsolete inventories, inventory relief, accrued insurance and accrued warranty.

Allowance for Doubtful Accounts - The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of customers to make required payments. If the financial condition of customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required which would affect future operating results.

Excess and Obsolete Inventories - The Company must make estimates regarding the future use of products and provides a provision for obsolete or slow-moving inventories. If actual product life-cycles, product demand or market conditions are less favorable than those projected by management, additional inventory write-downs may be required which would affect future operating results.

Inventory Relief - For monthly and quarterly financial reporting, cost of sales is recorded and inventories are relieved by the unit standard bills of material. Because of the customized nature of the Company's products, it is difficult to place full reliance on the unit standard bills of material for accurate relief of inventories. Although the Company continues to refine the process of creating accurate bills of material, manual adjustments, which are based on estimates, are necessary to assure correct relief of inventories for products. The estimate calculations consider the customized nature of products, historical inventory relief percentages, scrap variances and other factors which could impact inventory relief. The accuracy of the inventory relief is not known until the annual physical inventories are completed and it is not practical to consider more frequent physical inventories because of the sales order backlog and the costs associated with ceasing production for the purpose of conducting physical inventories. If the annual physical inventories result in significant favorable or unfavorable adjustments, such adjustments will affect future operating results.

Accrued Insurance - The Company has a self-insured retention against product liability claims with insurance coverage over and above the retention. The Company is also self-insured for a portion of its employee medical benefits and workers' compensation. Product liability claims are routinely reviewed by the Company's insurance carrier and management routinely reviews other self-insurance risks for purposes of establishing ultimate loss estimates. In addition, management must determine estimated liabilities for claims incurred but not reported. Such estimates and any subsequent changes in estimates may result in adjustments to the Company's operating results in the future.

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Critical Accounting Policies and Estimates, Concluded

Accrued Warranty - The Company provides limited warranties for periods of up to five years from the date of retail sales. Estimated warranty costs are provided for at the time of sale and are based upon historical experience.

Forward-Looking Statements

This report contains forward-looking statements (within the meaning of the Private Securities Litigation Reform Act of 1995), which are not historical facts, which reflect the view of the Company's management with respect to future events. When used in this report, words such as "believe," "expect," "anticipate," "estimate," "intend," and similar expressions, as they relate to the Company or its plans or operations, identify forward-looking statements. Such forward-looking statements are based on assumptions made by management and information currently available to the Company's management. Although management believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations are reasonable, and it can give no assurance that such expectations will prove to have been correct. Important factors that could cause actual results to differ materially from such expectations include, without limitation, limitations on the availability of chassis on which the Company's product is dependent, availability of raw materials, raw material cost increases, and severe interest rate increases. Furthermore, the Company can provide no assurance that such raw material cost increases can be passed on to its customers through implementation of price increases for the Company's products. The forward-looking statements contained herein reflect the current views of the Company's management with respect to future events and are subject to those factors and other risks, uncertainties and assumptions relating to the operations, results of operations, cash flows and financial position of the Company. The Company assumes no obligation to update the forward-looking statements or to update the reasons actual results could differ from those contemplated by such forward-looking statements.

Issues and Uncertainties

Business and Economic Cycles - The broad spectrum of industries that create demand for our products makes our business particularly sensitive to general economic conditions, including corporate profitability, interest rates, fuel costs, and consumer preference and spending patterns. Because of the replacement-nature of our products, an economic downturn could cause our customers to delay purchase of our products and adversely affect our ability to remain profitable.

RISK

[illegible]

There has been no material change from the information provided in the Company's Annual Report on Form 10-K for the year ended December 25, 2004.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures - The Company's chief executive officer and its chief financial officer, after carrying out an evaluation of the effectiveness of the Company's disclosure controls and procedures (as defined in Securities Exchange Act Rules 13a-15(e) and 15(e)) as of the date of this quarterly report (the "Evaluation Date") have concluded that as of the Evaluation Date, the Company's disclosure controls and procedures were adequate and effective to provide reasonable assurance that the material information relating to the Company and its consolidated subsidiaries that is required to be in this quarterly report would be made known to them on a timely basis.

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Controls and Procedures, Concluded.

Changes in Internal Controls - There were no significant changes in the Company's internal controls or in other factors that could significantly affect the Company's disclosure controls and procedures during the Company's fiscal quarter, nor any significant deficiencies or material weaknesses in such disclosure controls and procedures requiring corrective actions. As a result, no corrective actions were taken.

PART II. OTHER INFORMATION

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Supreme Industries, Inc.'s annual meeting of stockholders was held on June 2, 2005. Below is a summary of matters voted upon at that meeting.

a) The following individuals were elected Directors by the holders of the Company's Class A Common Stock for a one year term.

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								For				Against	
			Arthur M. Borden					6,285,214				1,825,781	
			Mark C. Neilson					7,700,473				410,522	
			H. Douglas Schrock					7,753,453				357,542	

The following individuals were elected Directors by the holders of the Company's Class B Common Stock by a vote of 2,109,133 for, 0 against, 0 abstentions and 0 unvoted.

			William J. Barrett										
			Robert J. Campbell										
			Thomas Cantwell										
			Herbert M. Gardner										
			Omer G. Kropf										
			Robert W. Wilson										

b) Amendments to the Company's 2004, 2001, and 1998 Stock Option Plans were approved by the holders of the Company's Class A and Class B Common Stock by a vote of 6,593,250 for, 543,793 against, 19,470 abstentions and 3,063,613 unvoted.

c) Crowe Chizek and Company LLC was ratified as the Company's independent registered public accounting firm by the holders of the Company's Class A and Class B Common Stock by a vote of 10,200,349 for, 10,640 against, 9,137 abstentions and 0 unvoted.

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ITEM 6. EXHIBITS

			Exhibits:										

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[illegible]

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on behalf by the undersigned thereunto duly authorized.

 SUPREME INDUSTRIES, INC.

 By: /s/ Jeffery D. Mowery
DATE: August 9, 2005 Jeffery D. Mowery
 Vice President of Finance and Chief Financial Officer

 (Signing on behalf of the Registrant and as Principal
Financial Officer)

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Exhibit 10.3

Employment Contract

Supreme Corporation

(Robert W. Wilson)

This Contract is entered into between **Supreme Corporation**, a Texas corporation (hereafter called "*Company*"), and **Robert**

Company is engaged in the business of manufacturing and selling specialized truck bodies. Company desires to retain the serv
Employee is willing and able to perform in that capacity.

By instrument dated July 1, 2003, Company and Employee entered into an Employment Contract providing for a term of three years. The term of the Employment Contract was extended by the Board of Directors of Company for the semi-retirement of Mr. Omer G. Kropf, the office of President of Company is now vacant, and the Board of Directors of Company has determined that the best interests of Company require the appointment of new executive leadership. Mr. Wilson has shown, Employee should be, and has been, named as the President of Company. This Contract has been entered into by the Board of Directors of Company and Employee, and it has completely replaced the earlier Employment Contract dated July 1, 2003.

[illegible]

Accordingly, in consideration of the mutual covenants herein contained, the parties to this Contract agree as follows:

[illegible]

1. **Employment.** Company hereby continues the employment of Employee, and Employee hereby accepts such employment from and after the date hereof, subject to the terms and conditions of employment contained in the last written employment agreement between Company and Employee, as amended, and as may be contained in any future written employment agreement between Company and Employee.

[illegible]

2. **Term of Employment.** Subject to the provisions for termination hereafter provided, the term of this Contract shall be for a term of one (1) year commencing on April 1, 2008 and ending on **April 30, 2008**.

[illegible]

3. **Duties of Employee.** Employee is employed as President and Chief Operating Officer of Company. It is understood and agreed that Employee shall devote his full time, attention, best efforts, and energy to the business of Company, and shall be under the control of Company's Board of Directors, as required by the Texas Business Corporation Act, and as a result Employee shall, during the term of this Contract, serve in any other executive capacity considering his experience and performance record to do substantially all of his time, attention, best efforts, and energy to the business of Company, and may not, during the term of this Contract, engage in any other business activities which interfere with his ability to carry out his obligations hereunder. However, such restriction shall not be applicable to investments in (non-competitive) business enterprises so long as Employee will not be required to render personal services to such enterprises outside of normal business hours with Company.

[illegible]

4. **Compensation.** To the extent Employee continues to comply with all of the provisions of this Contract (including the cover contained in **Exhibits "A" and "B"** attached hereto):

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a. **Base Salary.** Company shall pay to Employee a minimum base salary of **\$200,000** per year payable in twenty-six (26) equal payments (or such other sequence of payments as determined by Company's then existing payroll policies), from which federal withholding

[illegible]

b. **Pre-Tax Bonus.** It is anticipated that at the end of each calendar year, approval of the Board of Directors will be requested for distributions from Company's Bonus Payment Plan, the amount of which will be dependent upon the operating results of Company for the year. (Upon approval by the Chairman of the Board of the portion of the bonus recommended to be distributed to Employee), Employee shall receive, in addition to the salary referred to above, a pre tax bonus in the amount so approved by the Board of Directors; and

[illegible]

c. **Increases.** The Board of Directors of Company may, at any time, elect to increase Employee's base salary above the amount

[illegible]

5. ***Fringe Benefits.*** During the period that Employee continues to comply with all of the provisions of this Contract, Employee

[illegible]

a. **Medical Benefits.** Employee and his dependent family members shall be covered under the same group hospitalization, accident and sickness insurance policy. Company shall provide from time to time for other officers; provided, however, that (i) Employee shall pay the same portion of the cost of such insurance as is paid by the other officers generally, and (ii) Employee shall apply for and elect to participate in Medicare parts A and B, at his own expense, as soon as he is eligible to do so.

b. **Insurance.** As reimbursement for insurance owned by Employee (and/or his wife), Company shall pay to Employee, each year, the amount of the premiums paid on insurance of any kind covering Employee or "last to die" insurance covering the lives of Employee and his wife.

In addition to the Reimbursement Amount, Company shall also pay to Employee, each year, such amount which, after taking into account the "deemed income" (such "deemed income" in no event to exceed \$30,000) to Employee (for the Reimbursement Amount and the amount of such additional taxes (the "Gross-Up Amount"). In making the determination of the Gross-Up Amount, the following formula shall be used: Employee's marginal tax bracket + .014 [Medicare] + Employee's marginal tax bracket for state income taxes, if any, + city taxes, if any. For example, assuming that: (i) the annual premium is \$30,000.00 (Reimbursement Amount = \$30,000); (ii) Employee is in the 35% federal income tax bracket; (iii) the Reimbursement Amount is not subject to social security taxes; (iv) Employee is in the 10% state income tax bracket; and (v) the Reimbursement Amount is \$30,000, the Gross-Up Amount would be: $\$30,000 / (1 - (.35 + .014 + .1)) - \$30,000 = \$25,970.15$.

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c. **Dental Benefits.** Company shall pay or reimburse Employee for all family dental expenses up to a maximum of \$5,000 per year.

d. **Paid Vacation.** Each calendar year (or proportion thereof), Employee may take a vacation of four (4) weeks during which time he shall be paid his regular salary.

e. **Automobile.** Company shall provide an automobile for Employee's use in connection with the services to be rendered by Employee. Company shall reimburse Employee for maintenance and repair expenses of the automobile upon submission of vouchers or itemized lists of expenses in accordance with Company's policy. For so long as Company owns (or leases) the automobile, Company shall insure the automobile with the same insurance coverage provided for executive officers of Company. Company agrees that Employee shall be designated as an additional insured on a policy of automobile insurance coverage. In the event the automobile is damaged or destroyed by reason of accident, theft, vandalism, or otherwise, Company shall pay for any such loss or damage (including out-of-pocket deductibles); and

f. **Other Benefits.** No provision of this Contract shall preclude Employee from participating in any fringe benefit plan now in effect or hereafter established by Company. Company shall be under no obligation to provide for his participation in, or to institute, any such plan or to make any contribution to any such plan if such plans are provided to all Company employees as a group, or to all of Company's senior officers as a group.

6. **Business Expenses.** Employee may incur reasonable expenses, as determined by Company's Chairman of the Board, in connection with the performance of his duties, including expenses for entertainment, travel, and similar items. Company agrees to reimburse Employee for all such reasonable expenses incurred from time to time as required by Company, of an itemized account of such expenditures; provided, however, Employee shall not be reimbursed for any expense not permitted by the Internal Revenue Code of 1986, as amended, without prior written approval from the Chairman of the Board.

7. **Key-Man Insurance.** Company may, at any time during the term of this Contract, apply for and procure as owner, and for the benefit of Employee, key-man insurance in such amounts and in such forms as Company may select. Employee hereby acknowledges the fact that he will have no interest in such insurance. However, Employee agrees that he shall, at Company's request, submit to such medical examinations, supply such information as may be required by the insuring companies.

8. **Termination of Employment.**

a. **By Company.**

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(1) **Date of Termination.** Company may at any time terminate this Contract, in which event Employee shall leave the premises specified by Company in the notice of termination (which date can be as early as the date of such notice).

(2) **For Cause.** If such termination is "for cause," Company will have no obligation to pay to Employee any compensation or benefits. For purposes of the preceding sentence, the phrase "for cause" will be deemed to mean:

(a) absence from Company's offices, physical or mental illness, or any other reason, for any successive period of forty-five (45) days in any one of Company's fiscal years (except that any vacation periods, travel on Company business, or leaves of absence specifically permitted shall not be considered as periods of absence from employment);

(b) Employee's commission of an act of gross negligence in the performance of his duties or obligations hereunder;

(c) Employee's commission of any act of fraud, malfeasance, disloyalty, or breach of trust against the Company, or Employee's commission of any act prohibited by paragraph 9 below or contained in **Exhibits "A" or "B"** hereto;

(d) Employee's refusal, or substantial inability, to perform the duties assigned in good faith to him pursuant to paragraph 3 hereof;

(e) Employee dies or gives affirmative indication, in the opinion of a majority of Company's Board of Directors, that he no longer wishes to be employed by Company, or

(f) Employee is guilty of acts of moral turpitude or dishonesty in Company's affairs, gross insubordination or the equivalent, or violation of the provisions of this Contract.

(3) **Not For Cause.** If such termination is based on any reason other than "for cause," Company shall be obligated to pay to Employee the term of this Contract (on a monthly basis at the same rate as payable immediately before the Date of Termination). In addition, for each calendar year during which occurred the event triggering such Date of Termination, Company shall pay to Employee his Proportionate Share of the provisions of this Contract. For this purpose, Employee's "Proportionate Share" will be a fraction the numerator of which is the number of months for which Employee was employed by Company during the calendar year in which the event triggering such Date of Termination occurred, and the denominator of which is the number of months for which Employee was employed by Company during the calendar year in which the event triggering such Date of Termination occurred.

16. **Validity.** If any provision of this Contract is held by a court of law to be illegal or unenforceable, the remaining provisions shall survive. In lieu of such illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar as possible to the original provision as may be possible and be legal and enforceable.

[illegible]

17. **Amendments.** This Contract may be amended at any time and from time to time in whole or in part by an instrument in writing signed by the duly authorized officers of the Company and the Employee, and such amendment shall be binding on the Employee only if the amendment is signed and duly executed by Company and the Employee.

18. **Duplicate Originals.** This Contract has been executed in duplicate originals, each of which for all purposes is to be deemed collectively, one agreement; but in making proof of this Contract, it will not be necessary to produce or account for more than

[illegible]

19. **Captions.** The captions or section headings of this Contract are provided for convenience and shall not limit or affect the interpretation of the provisions of this Contract.

[illegible]

20. **Governing Law.** This Agreement has been made in, and its validity, interpretation, construction, and performance shall be governed by the laws of the State of Indiana, without reference to its laws governing conflicts of law. Each party hereby irrevocably agrees that any dispute arising out of or in connection with this Agreement may be brought in the courts of the State of Indiana, or in any United States District Court of Indiana, and, by its execution of this Agreement, each party hereby irrevocably submits to each such jurisdiction and hereby irrevocably waives any and all objections which it may have to such jurisdiction. Each party further consents and agrees that any process or notice of motion or other application to either of said Courts or any judge or clerk of either of said Courts in proceedings hereunder, may be served inside or outside the State of Indiana by registered or certified mail, return receipt requested, or by personal delivery, and receipt thereof, or in such other manner as may be permissible under the rules of said Courts.

[illegible]

21. **Complete Understanding.** This Contract constitutes the complete understanding between the parties hereto, except as otherwise provided in writing. This Contract supersedes all prior agreements and understandings between the parties with respect to the employment of Employee. This Contract supersedes all prior agreements and understandings between the parties.

[illegible]

IN WITNESS WHEREOF, the parties have executed this Contract this 4th day of August, 2005, to be effective May 1, 2005

[illegible]

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COMPANY:

EMPLOYEE:

 SUPREME CORPORATION

By: /s/Herbert M. Gardner

/s/Robert W. Wils

 Herbert M. Gardner

 Robert W. Wilson

 Chairman of the Board

 518 Carter Road

[illegible]

Exhibit "A"

to

Employment Contract

Confidentiality Agreement and
Covenant Not To Compete

Robert W. Wilson (hereafter called "*Employee*") has entered into an Employment Contract with **Supreme Corporation**, a T which is in the business of manufacturing and selling specialized truck bodies.

By signing this Agreement, Employee acknowledges his understanding of the following:

A. All companies have information, generally not known outside the company, called "*confidential information*." All compan employees, and consequently many employees must have access to confidential information. At times the employee himself m his job;

B. The phrase "*confidential information*" as used in this Agreement includes information known as, referred to, or considered limitation, any technical, economic, financial marketing, computer program, computer software, computer data (regardless of source and object programs or codes, job operating control language procedures, data entry utility programs, sorts, and miscel data entry input forms, operations and installation instructions, report samples, data files, printouts, or other information about knowledge among competitors or other companies who might like to possess such confidential information or might find it us include customer lists, price lists, items in research or development, methods of manufacture, scientific studies or analyses, de for old products, refining technology, merchandising and selling techniques, contracts, and licenses, purchasing, accounting, l computer programs and operating manuals, computer source codes, and any other information affecting or relating to the busin plans or processes. This list is merely illustrative and the confidential information covered by this Agreement is not limited to

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C. Company's confidential information, including information referred to as, known as, or considered to be, trade secrets, repr aspect of Company's business, and it would be seriously damaged if Employee breached the position of confidential trust in w

confidential information to others or by departing and taking with him the aforesaid unique information compiled over a period of time by Company or disclosing such information to Company's competitors, now existing or hereafter formed.

Accordingly, in consideration of TEN DOLLARS (\$10.00) paid to Employee by Company, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing agreement to employ him, Employee agrees as follows (which will constitute an agreement ancillary to Employee's Employment Agreement):

1. Confidential information, including information referred to as, known as, or considered to be, trade secrets, is proprietary to the Company, and Employee shall keep such information in strictest confidence, and not to make use thereof except in performance of duties under the Employment Contract. Employee may not disclose to others (excepting Company officers or employees having a need to know who have been advised themselves not to use or disclose it) any confidential information originated, known to, or acquired by Employee while employed by the Company during such period not to remove from the premises any of Company's records or other written or tangible materials, including without limitation (whether prepared by Employee or others) containing any confidential information, except as required for Employee to properly perform his or her duties for the Company. Exceptions to these restrictions may be made only by means of Company's permission given in writing signed by the President of the Company or the Company's parent, Supreme Industries, Inc., pursuant to an affirmative approval by a majority of Supreme Industries, Inc.'s Board of Directors.

2. During a period of two (2) years following the cessation of Employee's employment with Company, Employee covenants that Employee will not, directly or indirectly, in any capacity, including without limitation, as an agent, consultant, officer, shareholder, or employee of any business enterprises or in which Employee may have a direct or indirect interest, shall not, directly or indirectly for himself or on behalf of any other person, be employed by, be an affiliate, be an officer, director, partner, shareholder, or owner of, or have an ownership interest in, any venture or other undertaking which is directly or indirectly competitive with the business or operations of Company (and/or any of its subsidiaries) at, or prior to, the cessation of Employee's employment with Company. Without limiting the generality of the foregoing, Employee shall not, directly or indirectly, (i) be employed by, (ii) be employed by, (iii) be an affiliate (as defined by Securities and Exchange Commission Rule 405 under the Securities Act of 1933), (iv) be an officer, director, partner, shareholder, or owner of, or have an equity or ownership interest in, any person, firm, partnership, joint venture, or corporation that so competes with the business or operations of Company (and/or any of its subsidiaries). Further, Employee will not solicit for employment or advise or recommend to any other person that such person employ or hire any person who was an employee of the Company or any of its subsidiaries who was an employee at, or prior to, the cessation of Employee's employment with Company.

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with Company. The foregoing covenant not to compete shall be limited to a territory consisting of those states in which the Company is doing business at the time of cessation of Employee's employment with Company. If for any reason any court of competent jurisdiction finds these covenants to be in excess of the proper scope, the prohibitions herein contained shall be restricted to such time and geographic areas as such court determines to be reasonable. The restrictions stated above will not apply if Company liquidates or if Employee becomes employed by a company (or its affiliates) that owns all or substantially all of the stock or business assets of Company.

3. Employee understands and agrees that his violation of any of the provisions of this Agreement will constitute irreparable injury to Employer and Employer shall be entitled to enjoin Employee or the business enterprise with which he may have become associated from further violations, in addition to any other remedies that may be available to Employer at law or in equity, including recovery of damages from Employee and a right of offset.

4. Each party shall be entitled to receive from the other party reimbursement of attorney's fees and related legal costs to the extent of the recovery in the enforcement or defense, as the case may be, of the terms and conditions hereof.

5. The waiver by Company of Employee's breach of any provision hereof shall not operate or be construed as a waiver of any shall be binding upon the parties hereto and their heirs, successors, executors, administrators, personal representatives, and assigns. All covenants, obligations and duties hereunder. All provisions of this Agreement shall survive the termination or amendment of this Agreement.

[illegible]

6. If any provision of this Agreement is held by a court of law to be illegal or unenforceable, the remaining provisions of the Agreement shall survive. In lieu of such illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar as possible to the original provision as may be possible and be legal and enforceable.

[illegible]

7. This Agreement has been made in, and its validity, interpretation, construction, and performance shall be governed by and be subject to the laws of the State of Indiana, without reference to its laws governing conflicts of law. Each party hereby irrevocably agrees that any legal action or proceeding may be brought in the courts of the State of Indiana, or in any United States District Court of Indiana, and, by its execution and delivery of this Agreement, each party irrevocably submits to each such jurisdiction and hereby irrevocably waives any and all objections which it may have as to venue. Each party consents and agrees that any process or notice of motion or other application to either of said Courts or any judge thereof, or a subpoena, or any other process hereunder, may be served inside or outside the State of Indiana by registered or certified mail, return receipt requested, postage prepaid, or in such other manner as may be permissible under the rules of said Courts.

[illegible]

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of August, 2005, to be effective May 1, 200

[illegible]

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[illegible][illegible][illegible][illegible][illegible]

ACCEPTED:

[illegible]

 SUPREME CORPORATION

[illegible]

By: /s/Herbert M. Gardner

 Herbert M. Gardner

 Chairman of the Board

Exhibit "B"

to

Employment Contract

Disclosure and Invention Agreement

Robert W. Wilson (hereafter called "*Employee*") has entered into an Employment Contract with **Supreme Corporation**, a T which is in the business of manufacturing and selling specialized truck bodies.

In consideration of TEN DOLLARS (\$10.00) paid to Employee by Company, the receipt and sufficiency of which are hereby employ him pursuant to an Employment Contract (to which this **Exhibit "B"** is attached) between Company and Employee th by reference for all purposes, Employee agrees as follows:

1. Employee shall communicate to Company promptly and fully all ideas and the expressions thereof, conceptions, improvem adaptations, creations, and inventions (whether patentable or copyrightable or not) conceived or made by Employee (whether ("*Ideas*") from the time of entering Company's employment until one year after Employee's employment is terminated for any reason, (a) which involve or pertain to, directly or indirectly, the business, assets, activities, computers or computer programs, to the cessation of Employee's employment by Company, or (b) which result from or are suggested by any work which Emplo perform for or on behalf of Company, in whole or in part, as existed at or prior to the cessation of Employee's employment by

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2. Employee shall assist Company during and subsequent to Employee's employment in every proper way (solely at Company its own benefit in any or all countries of the world, and to sign all proper papers, patent applications, assignments, and other d understood that such Ideas will remain the sole and exclusive property of Company, and shall not be disclosed to any person, permitted herein.

3. Written records of Employee's Ideas in the form of notebook records, sketches, drawings or reports, will remain the property

4. Employee represents that Employee has no agreements with or obligations to others in conflict with the foregoing.

[illegible]

5. Employee understands that this Agreement may not be modified or released except in writing signed by all members of the

[illegible]

6. Employee understands and agrees that his violation of any of the provisions of this Agreement will constitute irreparable injury to Employer. Employer shall be entitled to enjoin Employee or the business enterprise with which he may have become associated from further violations, in addition to any other remedy available at law and equity, including recovery of damages from Employee and a right of offset. Each party shall be entitled to recover its reasonable attorney's fees and related legal costs to the extent incurred in connection with the successful enforcement or defense, as the case may be, of any provision of this Agreement.

[illegible]

7. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, executors, administrators, personal representatives, and assigns. Employee shall not assign his covenants, duties, or obligations hereunder to any other person. The waiver by Company of Employee's breach shall not constitute a waiver of any subsequent breach by Employee.

[illegible]

8. If any provision of this Agreement is held by a court of law to be illegal or unenforceable, the remaining provisions of the Agreement shall survive. In lieu of such illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar as possible to the original provision as may be possible and be legal and enforceable.

[illegible]

9. This Agreement has been made in, and its validity, interpretation, construction, and performance shall be governed by and the laws of the State of Indiana, without reference to its laws governing conflicts of law. Each party hereby irrevocably agrees that any legal action or proceeding may be brought in the courts of the State of Indiana, or in any United States District Court of Indiana, and, by its execution and delivery of this Agreement, irrevocably waives any and all objections which it may have as to venue in any of the above courts. Each party further consents to the filing of this Agreement or other application to either of said Courts or any judge thereof or any notice in connection with any proceedings hereunder, by registered or certified mail, return receipt requested, postage prepaid, and be effective as of the receipt thereof, or in such other manner as may be directed by either of said Courts.

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IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of August, 2005, to be effective May 1, 2005.

[illegible]

/s/Robert W. Wilson

 Robert W. Wilson

[illegible][illegible][illegible]

ACCEPTED:

[illegible]

 SUPREME CORPORATION

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[illegible]

1. **Employment.** Company hereby continues the employment of Employee, and Employee hereby accepts such employment from the date of this Agreement. The terms of employment shall be those contained in the last written employment agreement between Company and Employee.

[illegible]

2. **Term of Employment.** Subject to the provisions for termination hereafter provided, the term of this Contract shall be for a term of _____ months, commencing on the date of execution of this Contract.

[illegible]

3. **Duties of Employee.** Employee is employed as Vice Chairman and Managing Director of Special Projects for Company. Employee shall be responsible for the management and supervision of all special projects of Company on such projects as may be assigned to him by the Chief Executive Officer or Chief Operating Officer, provided that Employee shall not be required to work more than 40 hours per month (unless otherwise agreed to by Employee and the Chief Executive Officer or Chief Operating Officer).

[illegible]

4. **Compensation.** To the extent Employee continues to comply with all of the provisions of this Contract (including the cover contained in **Exhibits "A" and "B"** attached hereto), Company shall pay to Employee during the first year of the term of this year payable in twenty-six (26) equal payments of \$5,384.62 (or in accordance with such other sequence of payments as determined by Company policies), from

[illegible][illegible][illegible]

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which federal withholding and social security taxes shall be deducted. During each of the second and third years of the term of minimum base salary of \$120,000.00 per year payable in twenty-six (26) equal payments of \$4,615.38 (or in accordance with Company's then existing payroll policies), from which federal withholding and social security taxes shall be deducted.

[illegible]

5. **Fringe Benefits.** During the period that Employee continues to comply with all of the provisions of this Contract, Employee

[illegible]

a. **Medical Benefits**. Employee and his dependent family members shall be covered under the same group hospitalization, accident and sickness insurance policy as provided for other officers; provided, however, that (i) Employee shall pay the same portion of the cost of such insurance as is paid by other officers generally, and (ii) Employee shall apply for and elect to participate in Medicare parts A and B, at his own expense, as

[illegible]

b. **Dental Expenses.** Company shall pay or reimburse Employee for all dental expenses of Employee and any dependent family member up to a maximum of \$5,000 per year;

[illegible]

c. **Automobile.** At the present time, Employee has the use of a Company-owned automobile. During his term of employment, automobile. Company shall pay or reimburse Employee for maintenance and repair expenses of the automobile upon submission of an invoice prepared in compliance with Company's policy. For so long as Company owns the automobile, Company shall insure the automobile with the company coverage that is provided for executive officers of Company. Company agrees that Employee shall be designated as an insured under the policy providing liability insurance coverage. In the event the automobile is damaged or destroyed by reason of accident, theft or other cause, Company shall have no liability to Company for any such loss or damage (including out-of-pocket deductibles);

3) **Not For Cause**. If such termination is based on any reason other than "*for cause*," Company shall be obligated to continue at the same rate as payable immediately before the date of Termination, and to provide Medical Benefits as provided in paragraph 5 of this Contract.

b. **By Employee**. If such termination is caused by Employee for any reason, Company will have no obligation to pay to Employee any benefits after the Date of Termination.

8. **Disclosure of Confidential Information; Covenant Not To Compete**. Company possesses secret and confidential equipment, processes, and information, and customer lists used or intended for utilization in its operations of which Employee has obtained or may obtain, and which would cause serious harm if this confidential information were disclosed or if Employee used this information to

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compete against Company. Further, Employee in the performance of services hereunder may develop or conceive new and additional products or processes relating to such matters. Accordingly, Employee hereby agrees that simultaneously with the execution of this Contract he shall execute and deliver to Company the terms of a "*Confidentiality Agreement and Covenant Not to Compete*" and "*Disclosure and Invention Agreement*," copies of which are attached as **Exhibits "A" and "B"** and incorporated herein by reference.

9. **Remedies**. Employee agrees that in the event of his breach of his covenants and agreements contained or referenced in this Contract, he shall be entitled to injunctive or similar relief from a court of competent jurisdiction. The covenants contained in **Exhibits "A" and "B"** hereof, and any other agreements between Company and Employee, and the existence of any claim or cause of action of Employee against Company, shall not constitute a defense to the enforcement by Company of those conveyances. Company shall be entitled to enforce the terms of the event of a breach, or attempted breach, of such covenants by the Employee. The remedies of Company and Employee under this Contract shall include, but not be limited to, any other remedies to which any party may be entitled hereunder, including a right of offset, whether at law or inequity.

10. **Notices**. All notices allowed or required to be given hereunder must be in writing and dispatched by United States certified mail, return receipt requested, to the party entitled to such notice shown at the end of this Contract. Either party hereto may change the address to which any such notice shall be given by writing to the other party of such change. Any time limitation provided for in this Contract shall commence with the date that such notice is given, and the date or postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of the date of delivery. hereto, copies of all notices should be sent to:

Mr. Robert W. Wilson, President

Supreme Corporation

2581 E. Kercher Road

Goshen, Indiana 46528

Haynes and Boone, LLP

2200 Main Street

Suite 2200

Fort Worth, Texas 76102

Rice M. Tilley, Jr., Esq.

11. **Assignment.** Neither Employee nor anyone claiming under him may commute, encumber, or dispose of the right to receive hereunder is expressly declared to be non-assignable and non transferable by Employee, and in the event of any attempted assignment hereunder; provided, however, the foregoing shall not apply to assignments by operation of law, such as to a guardian

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12. **Waiver.** The waiver by Company of Employee's breach of any provision hereof shall not operate or be construed as a waiver

13. **Binding Effect.** This Contract shall be binding upon the parties hereto and their heirs, successors, executors, administrators in paragraph 11, assigns.

14. **Survival of Provisions.** All provisions of this Contract, including all representations, warranties, covenants, and agreements of execution and delivery hereof and any investigation of the parties with respect thereto. The provisions of paragraphs 8 and 9, and termination or amendment of this Contract.

15. **Validity.** If any provision of this Contract is held by a court of law to be illegal or unenforceable, the remaining provisions shall survive. In lieu of such illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar as possible and be legal and enforceable.

16. **Amendments.** This Contract may be amended at any time and from time to time in whole or in part by an instrument in writing and duly executed by Company and the Employee.

17. **Duplicate Originals.** This Contract has been executed in duplicate originals, each of which for all purposes is to be deemed collectively, one agreement; but in making proof of this Contract, it will not be necessary to produce or account for more than one

18. **Captions.** The captions or section headings of this Contract are provided for convenience and shall not limit or affect the interpretation of this Contract.

19. **Waiver of ADEA Claims.** Employee acknowledges that this employment agreement providing a limited and flexible arrangement for discussions with Employee with a view toward facilitating his transition to retirement, which will become effective on April 30, 2010. Employee, with the advice of his attorney of his own choosing before signing it, and to thoroughly discuss all aspects of this Agreement with such attorney. Employee enters into this Agreement freely and voluntarily. Employee further understands and agrees that:

a. He hereby expressly gives up any and all rights or claims arising under the Age Discrimination in Employment Act of 1967, have against any the Company up to the date he signs this Agreement;

b. He gives up his rights under the ADEA, in exchange for valuable consideration which he has received or will receive from the defendant, to whom he is not legally entitled;

c. He acknowledges that he has had at least twenty-one (21) calendar days to consider the terms of this Agreement; and

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d. He will have seven (7) calendar days from the date he signs this Agreement to revoke it (the "Revocation Period") by giving hereof; and,

e. The waiver of his claims under the ADEA shall not become effective or enforceable until the Revocation Period has expired. Revocation Period Employee will not be entitled to receive the compensation and benefits provided for above.

20. **Governing Law.** This Agreement has been made in, and its validity, interpretation, construction, and performance shall be governed by the laws of the State of Indiana, without reference to its laws governing conflicts of law. Each party hereby irrevocably agrees that any dispute arising out of or in connection with this Agreement may be brought in the courts of the State of Indiana, or in any United States District Court of Indiana, and, by its execution of this Agreement, each party hereby irrevocably submits to each such jurisdiction and hereby irrevocably waives any and all objections which it may have to such jurisdiction. Each party further consents and agrees that any process or notice of motion or other application to either of said Courts or any judge or clerk of either of said Courts in proceedings hereunder, may be served inside or outside the State of Indiana by registered or certified mail, return receipt requested, or by personal delivery, and the receipt thereof, or in such other manner as may be permissible under the rules of said Courts.

21. **Complete Understanding.** This Contract constitutes the complete understanding between the parties hereto, except as otherwise provided in writing. This Contract supersedes all prior agreements and understandings between the parties with respect to the employment of Employee. This Contract supersedes all prior agreements and understandings between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract this 4th day of June, 2005, to be effective May 1, 2005.

COMPANY: **EMPLOYEE:**

[illegible]

 Robert W. Wilson Omer G. Kropf
 President 1077 East North Shore Drive
 Syracuse, Indiana 46567

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Exhibit "A"

to

Employment Contract

**Confidentiality Agreement and
Covenant Not To Compete**

Omer G. Kropf (hereafter called "*Employee*") has entered into an Employment Contract with Supreme Corporation, a Texas corporation in the business of manufacturing and selling specialized truck bodies.

By signing this Agreement, Employee acknowledges his understanding of the following:

A. All companies have information, generally not known outside the company, called "*confidential information*." All companies, employees, and consequently many employees must have access to confidential information. At times the employee himself must have access to confidential information in the course of his job;

B. The phrase "*confidential information*" as used in this Agreement includes information known as, referred to, or considered confidential information, any technical, economic, financial marketing, computer program, computer software, computer data (regardless of whether or not the information is labeled as confidential).

source and object programs or codes, job operating control language procedures, data entry utility programs, sorts, and miscellaneous data entry input forms, operations and installation instructions, report samples, data files, printouts, or other information about the business of the Company, including but not limited to, confidential information, trade secrets, or other confidential knowledge among competitors or other companies who might like to possess such confidential information or might find it useful, including but not limited to, customer lists, price lists, items in research or development, methods of manufacture, scientific studies or analyses, designs for old products, refining technology, merchandising and selling techniques, contracts, and licenses, purchasing, accounting, legal documents, computer programs and operating manuals, computer source codes, and any other information affecting or relating to the business of the Company, its plans or processes. This list is merely illustrative and the confidential information covered by this Agreement is not limited to

[illegible]

C. Company's confidential information, including information referred to as, known as, or considered to be, trade secrets, repressing any aspect of Company's business, and it would be seriously damaged if Employee breached the position of confidential trust in withholding confidential information to others or by departing and taking with him the aforesaid unique information compiled over a period of time against Company or disclosing such information to Company's competitors, now existing or hereafter formed.

[illegible]

Accordingly, in consideration of TEN DOLLARS (\$10.00) paid to Employee by Company, the receipt and sufficiency of which is hereby acknowledged, Employee agrees to the terms and conditions of the above agreement to employ him, Employee agrees as follows (which will constitute an agreement ancillary to Employee's Employment Agreement):

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1. Confidential information, including information referred to as, known as, or considered to be, trade secrets, is proprietary to information in strictest confidence, and not to make use thereof except in performance of duties under the Employment Contract. Company, Employee may not disclose to others (excepting Company officers or employees having a need to know who have themselves not to use or disclose it) any confidential information originated, known to, or acquired by Employee while employed during such period not to remove from the premises any of Company's records or other written or tangible materials, including without limitation (whether prepared by Employee or others) containing any confidential information, except as required for Employee to properly perform his or her duties for Company. Exceptions to these restrictions may be made only by means of Company's permission given in writing signed by the Company's parent, ESI Industries, Inc., pursuant to an affirmative approval by a majority of ESI's Board of Directors granting

[illegible]

2. During a period of two (2) years following the cessation of Employee's employment with Company, Employee covenants that Employee will not, directly or indirectly, for himself or on behalf of any other person, firm, partnership, joint venture or other undertaking which is directly or indirectly competitive with the business or operations of Company (and/or any of its subsidiaries), (i) be employed by, (ii) be an affiliate (as defined by Securities and Exchange Commission Rule 405 under the Securities Act of 1933), (iii) be an officer, director, shareholder, or partner in, or (iv) have an equity or ownership interest in, any person, firm, partnership, joint venture, or corporation that so competes with the business or operations of Company or any of its subsidiaries. Further, Employee will not solicit for employment or advise or recommend to any other person that such person employ or hire any employee of the Company or any of its subsidiaries who was an employee of the Company at, or prior to, the cessation of Employee's employment with the Company. If for any reason any court of competent jurisdiction finds these covenants to be unreasonable in duration or geographic scope, the covenants shall be restricted to such time and geographic areas as such court determines to be reasonable and enforceable. However, the restrictions shall survive the termination or expiration of this Agreement, the death of Employee, the liquidation of the Company, the liquidation of Employee or if Employee becomes employed by a company (or its affiliate) which acquires (in a voluntary transaction) the stock of the Company.

[illegible]

3. Employee understands and agrees that his violation of any of the provisions of this Agreement will constitute irreparable injury to Employer and Employer shall be entitled to enjoin Employee or the business enterprise with which he may have become associated from further violations, in addition to any other remedies available to Employer at law or in equity, including recovery of damages from Employee and a right of offset.

5. The waiver by Company of Employee's breach of any provision hereof shall not operate or be construed as a waiver of any shall be binding upon the parties hereto and their heirs, successors, executors, administrators, personal representatives, and assigns, covenants, obligations and duties hereunder. All provisions of this Agreement shall survive the termination or amendment of the

6. If any provision of this Agreement is held by a court of law to be illegal or unenforceable, the remaining provisions of the Agreement shall survive. In lieu of such illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar as possible to the original provision as may be possible and be legal and enforceable.

7. This Agreement has been made in, and its validity, interpretation, construction, and performance shall be governed by and be subject to the laws of the State of Indiana, without reference to its laws governing conflicts of law. Each party hereby irrevocably agrees that any legal action or proceeding may be brought in the courts of the State of Indiana, or in any United States District Court of Indiana, and, by its execution and delivery of this Agreement, each party irrevocably submits to each such jurisdiction and hereby irrevocably waives any and all objections which it may have as to venue and venue. Each party consents and agrees that any process or notice of motion or other application to either of said Courts or any judge thereof, or a subpoena, or any other process hereunder, may be served inside or outside the State of Indiana by registered or certified mail, return receipt requested, postage prepaid, or in such other manner as may be permissible under the rules of said Courts.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of June, 2005, to be effective May 1, 2005.

/s/Omer G. Kropf

 SUPREME CORPORATION

By: /s/Robert W. Wilson

 Robert W. Wilson
 President

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Exhibit "B"

to

Employment Contract

Disclosure and Invention Agreement

Omer G. Kropf (hereafter called "*Employee*") has entered into an Employment Contract with **Supreme Corporation**, a Texas corporation, which is in the business of manufacturing and selling specialized truck bodies.

In consideration of TEN DOLLARS (\$10.00) paid to Employee by Company, the receipt and sufficiency of which are hereby acknowledged, Company hereby employ him pursuant to an Employment Contract (to which this **Exhibit "B"** is attached) between Company and Employee the terms of which are hereby by reference for all purposes, Employee agrees as follows:

1. Employee shall communicate to Company promptly and fully all ideas and the expressions thereof, conceptions, improvements, adaptations, creations, and inventions (whether patentable or copyrightable or not) conceived or made by Employee (whether or not reduced to writing) ("Ideas") from the time of entering Company's employment until one year after Employee's employment is terminated for any reason, (a) which involve or pertain to, directly or indirectly, the business, assets, activities, computers or computer programs, or other confidential information of Company, to the cessation of Employee's employment by Company, or (b) which result from or are suggested by any work which Employee performs for or on behalf of Company, in whole or in part, as existed at or prior to the cessation of Employee's employment by Company.

2. Employee shall assist Company during and subsequent to Employee's employment in every proper way (solely at Company's expense) to obtain, protect, and enforce its own benefit in any or all countries of the world, and to sign all proper papers, patent applications, assignments, and other documents necessary to carry out the foregoing, and it is understood that such Ideas will remain the sole and exclusive property of Company, and shall not be disclosed to any person, without the prior written permission of Company, as permitted herein.

3. Written records of Employee's Ideas in the form of notebook records, sketches, drawings or reports, will remain the property of Company.

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ACCEPTED:

 By: /s/Robert W. Wilson
 Robert W. Wilson
 President

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Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Herbert M. Gardner, Chief Executive Officer of Supreme Industries, Inc. ("registrant"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of the registrant;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and we have:

 a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this quarterly report based on such evaluation; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

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DATE: August 9, 2005

/s/ Herbert M. Gardner

Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Jeffery D. Mowery, Chief Financial Officer of Supreme Industries, Inc. ("registrant"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of the registrant;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and we have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this quarterly report based on such evaluation; and

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Exhibit 32.1

Certification of

Chief Executive Officer

of Supreme Industries, Inc. Pursuant to

Section 906 of the Sarbanes-Oxley Act of 2002

This certification is furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350) and accompanies the quarterly report on Form 10-Q (the "Form 10-Q") for the quarter ended June 25, 2005 of Supreme Industries, Inc. (the "Company"). I, Herbert M. Gardner, the Chief Executive Officer of the Company, certify that, based on my knowledge:

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the periods covered in this report.

DATE: August 9, 2005

/s/ Herbert M. Gardner

Chief Executive Officer

Exhibit 32.2

[illegible]

Chief Financial Officer

of Supreme Industries, Inc. Pursuant to

Section 906 of the Sarbanes-Oxley Act of 2002

[illegible]

This certification is furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350) and accompanies the quarterly report on Form 10-Q (the "Form 10-Q") for the quarter ended June 25, 2005 of Supreme Industries, Inc. (the "Company"). I, Jeffery D. Mowery, the Chief Financial Officer of the Company, certify that, based on my knowledge:

[illegible]

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the periods covered in this report.

DATE: August 9, 2005

/s/ Jeffery D. Mowery

Chief Financial Officer

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