

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

[illegible]

		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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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
							2005			25,
										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,		 	 	June 2
 	 	 	 	 	2005		 	2004		 	 	2005
Revenue:											 	
 	Net sales				\$	95,216,407	 	\$	90,740,648	 	\$	185,538,
 	Other income				 	138,914	 	 	105,297	 	 	300,
 	 	 	 	 	 	95,355,321	 	 	90,845,945	 	 	185,838,
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.												
 	 	 	 	 	 	 	 	 	 	 	 	
 	 	 	 	 	 	 	 	 	 	 	 	
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Supreme Industries, Inc. and Subsidiaries

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,		Jun
						2005		2004		2005		2
Weighted average number of												
shares outstanding (used in												
computation of basic												
earnings per share)						12,391,341		12,086,558		12,288,776		12,0
Effect of dilutive stock options						317,530		418,232		363,117		4
Diluted shares outstanding												
(used in computation of												
diluted earnings per share)						12,708,871		12,504,790		12,651,893		12,4

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Supreme Industries, Inc. And Subsidiaries

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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

\$1,190,557 is included in other current liabilities as of June 25, 2005.

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Supreme Industries, Inc. And Subsidiaries

Notes To Consolidated Financial Statements, Concluded

NOTE 6 - LEASE COMMITMENTS

[illegible]

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 OF 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

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

 												
 	 	 	 	 	 	 	 	 	 	 	 	

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, inventory 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.

Issues and Uncertainties, Concluded

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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Exhibit 10.3 Employment Contract between Robert W. Wilson and Supreme Corporation

Exhibit 10.4 Employment Contract between Omer G. Kropf and Supreme Corporation

Exhibit 31.1 Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

Exhibit 31.2 Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

Exhibit 32.1 Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Exhibit 32.2 Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

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.

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

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

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 such additional taxes (the "Gross-Up Amount"). In making the determination of the Gross-Up Amount, the following formula shall apply: Employee's marginal tax bracket + .014 [Medicare] + Employee's marginal tax bracket for state income taxes, if any, + city tax. 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 not subject to city taxes, the Gross-Up Amount would be: $\$30,000 / (.35 + .014 + .1)$ minus $\$30,000 = \$25,970.15$;

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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

d. **Paid Vacation.** Each calendar year (or proportion thereof), Employee may take a vacation of four (4) weeks during which time

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 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. 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, unless such benefits 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 or her duties, including expenses for entertainment, travel, and similar items. Company agrees to reimburse Employee for all such reasonable expenses incurred by Employee from time to time as required by Company, of an itemized account of such expenditures; provided, however, Employee shall not be reimbursed for any expenses 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 its benefit, key-man life insurance policies in such amounts and in such forms as Company may select. Employee hereby acknowledges the fact that he will have no interest in such policies. However, Employee agrees that he shall, at Company's request, submit to such medical examinations, supply such information and furnish such documents 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 full 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.

such Date of Termination and the denominator of which is the total number of days in such calendar year.

[illegible]

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(a) Included within the definition of a termination of Employee other than "for cause" will be a "*Change in Control of Company*" "*Change in Control of Company*" will mean a change in control of a nature that would be required to be reported in response to a filing under the Securities Exchange Act of 1934 (the "Exchange Act"); provided that, without limitation, such a change in control will be deemed to have occurred if any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than Company or any "person" who on the date of the filing becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of Company owning or exercising voting power of Company's then outstanding securities, or (Z) during any period of two consecutive calendar years during the beginning of such period constitute the Board of Directors of Company cease for any reason to constitute at least a majority thereof, or if not a director at the beginning of such period has been approved in advance by directors representing at least two-thirds of the Board of Directors at the beginning of the period.

[illegible]

(b) If, at the time of termination, Company was providing an automobile to Employee under paragraph 5.e. above, then, for a Company-owned automobile, the following shall apply: (i) if Company owned the automobile, Company shall transfer the title (free and clear of all liens) to Employee (along with any insurance coverage [if assignable]); and (ii) if Company was leasing such automobile, Company shall assign its interest in and to such lease.

[illegible]

(c) Employee shall not be required to mitigate the amount of any payment provided for in this subparagraph 3) by seeking other employment. The amount of any payment provided for in this subparagraph 3) be reduced by any compensation earned by Employee as the result of self-

[illegible]

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

[illegible]

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

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hereunder may develop or conceive new and additional inventions and improvements with respect to such matters. According with the execution of this Contract he shall execute and deliver to Company and thereafter abide by the terms of a "*Confidentiality and Disclosure and Invention Agreement*," copies of each of which are attached hereto respectively as **Exhibits "A" and "B"**

[illegible]

10. **Remedies.** Employee agrees that in the event of his breach of his covenants and agreements contained or referenced in this Agreement, he shall be entitled to no equitable relief, including but not limited to, an injunction 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, in and to the extent of such covenants and agreements, shall not constitute a defense to the enforcement by Company of those conveyances. Company shall be entitled to enforce the covenants and agreements, notwithstanding the event of a breach, or attempted breach, of such covenants by the Employee. The remedies of Company and Employee under this Agreement shall be cumulative and not exclusive.

16. **Validity.** If any provision of this Contract is held by a court of law to be illegal or unenforceable, the remaining provisions shall remain in full force and effect. In lieu of such illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar 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 Company and the Employee, and such amendment shall be binding on the Employee only if 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 busi 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 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 a duty 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, 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, at, or prior to, the cessation of Employee's employment with Company, (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 engage 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 violation of public policy or 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 is an owner 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 under law and 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 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 suit 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 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, 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][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 an injunction 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 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 be construed as 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 the Court 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]

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Exhibit 10.4

Employment Contract

Supreme Corporation

(Omer G. Kropf)

This Contract is entered into between **Supreme Corporation**, a Texas corporation (hereafter called "*Company*"), and **Omer G. Kropf** (hereafter called "*Employee*").

Company is engaged in the business of manufacturing and selling specialized truck bodies and buses. Company desires to obtain and retain the services of Employee as a senior executive, and Employee is willing and able to perform in that capacity.

By instrument dated May 1, 2002, Company and Employee entered into an Employment Contract employing Employee as a senior executive, providing for a term of 3 years ending on April 30, 2005. With such earlier Employment Contract having come to an end, Employee and Company have entered into a flexible relationship with Company. For that reason, Company's Board of Directors has approved an arrangement whereby Employee shall continue to serve as a Director of Special Projects for Company.

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

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 to the provision as may be 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, amendment 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

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, and to attorney of his own choosing before signing it, and to thoroughly discuss all aspects of this Agreement with such attorney. Employee has entered 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 [redacted] entitled;

[illegible]

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

[illegible]

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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.

[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 the 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 June, 2005, to be effective May 1, 2005.

[illegible][illegible]

COMPANY: **EMPLOYEE:**

[illegible]

 SUPREME CORPORATION

[illegible]

 By: /s/Robert W. Wilson /s/Omer G. Kropf

 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 have 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 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, 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, engage in any business, venture or other undertaking which is directly or indirectly competitive with the business or operations of Company (and/or any of its subsidiaries) 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 an affiliate (as defined by Securities and Exchange Commission Rule 405 under the Securities Act of 1933), (iii) for, or (v) have an equity or ownership interest in, any person, firm, partnership, joint venture, or corporation that so competes with the business of Company or its subsidiaries. Further, Employee will not solicit for employment or advise or recommend to any other person that such person employ 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. The geographic areas in which Employee and its subsidiaries may compete shall be limited to a territory consisting of those states in which the Company had manufacturing facilities as of the time of the cessation of Employee's employment with Company. If for any reason any court of competent jurisdiction finds these covenants to be unreasonable in duration or geographic area, 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 liquidation of Company or if Employee becomes employed by a company (or its affiliate) which acquires (in a voluntary transaction) the stock of 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, and consents and agrees that any process or notice of motion or other application to either of said Courts or any judge thereof, or a judge of said Courts, hereunder, may be served inside or outside the State of Indiana by registered or certified mail, return receipt requested, postage and fees 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.

ACCEPTED:

[illegible]

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 employs him pursuant to an Employment Contract (to which this **Exhibit "B"** is attached) between Company and Employee the terms of which are hereby incorporated 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, suggestions, 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, maintain, defend, 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 or proper, and Employee understands that such Ideas will remain the sole and exclusive property of Company, and shall not be disclosed to any person, in whole or in part, except as may be 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.

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

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

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6. Employee understands and agrees that his violation of any of the provisions of this Agreement will constitute irreparable injury. Employee shall be enjoined to refrain from further violations, and the court shall enjoin Employee or the business enterprise with which he may have become associated from further violations, in addition to any other relief 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.

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 of this Agreement shall be construed as a waiver of any subsequent breach by Employee.

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.

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 shall 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 waives any and all objections which it may have as to venue in any of the above courts. Each party further consents to the jurisdiction of the courts of the State of Indiana and to any appeal or other application to either of said Courts or any judge thereof or any notice in connection with any proceedings hereunder, and to service of process 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 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

 Omer G. Kropf

 1077 East North Street

 Syracuse, Indiana

Chief Executive Officer

[illegible]

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

c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

[illegible]

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):

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

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 a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

[illegible]

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

[illegible][illegible][illegible]

DATE: August 9, 2005

[illegible][illegible][illegible]

/s/ Jeffery D. Mowery

Chief Financial Officer

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

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[illegible]

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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