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March 8, 1999

TO: Office of Pension and Welfare Programs
Labor Management - Services Administration
U.S. Department of Labor
Washington, D.C. 20216

FROM: Cathedral Arts, Inc.
Fed ID#: 23-7139 746
47 S. Pennsylvania Street, Suite 401
Indianapolis, IN 46204

This statement is with respect to a Non-Qualified Deferred Compensation Plan maintained by Cathedral Arts, Inc. under the requirements of 29 CFR Section 2520.104-23(a).

Cathedral Arts, Inc. currently maintains one non-qualified deferred compensation plan for its executive director, Thomas J. Beczkiewicz, an executive who is considered a member of a "select group of management." Enclosed is a copy of the agreement.

Plan Administrator: Melinda J. Miller
Title: Director of Operations
Employer: Cathedral Arts, Inc.

Deferred Compensation Agreement

Agreement entered into as of the 26th day of February, 1998, between Cathedral Arts, Inc., a domestic corporation having its principal office in Indianapolis, Indiana (hereinafter referred to as the "Company") and Thomas J. Beczkiewicz of Indianapolis, Indiana (hereinafter referred to as the "Employee").

Whereas the Employee has rendered the Company many years of valuable service and it is the desire of the Company to have the benefit of his continued loyalty, service and counsel and also to assist him in providing for the contingencies of disability, death and old age dependency, it is hereby agreed:

1. DISABILITY BENEFIT -- Should the Employee, prior to retirement, while in the employ of the Company, become totally disabled, resulting from bodily injury or disease, which prevents the Employee from engaging for remuneration or profit in any and every occupation or business for which he reasonably is suited by education, training or experience (the total and irrevocable loss of the sight of both eyes, or of the use of both hands, both feet, or one hand and one foot will be regarded as the total disability in any event), the Company (beginning at a date to be determined by the Company but within six months from the date of disability) will commence to pay him six thousand dollars (\$6,000) per year for ten years or until the Employee's age reaches 65, whichever occurs first.

2. DEATH BENEFIT-- Should the Employee die while in the employ of the Company, the Company (beginning at a date to be determined by the Company but within six months from the date of death) will commence to pay six thousand dollars (\$6,000) per year for a continuous period of ten years to Ania Beczkiewicz, otherwise to Executors, or Administrators of the Employee. The beneficiaries named hereon may be changed at any time by the Employee, with the agreement of the Company, by written amendment.

3. RETIREMENT BENEFIT -- Should the Employee still be, for purposes of this agreement, in the employ of the Company (whether or not disabled under paragraph 1 or subject to the provisions of paragraph 5 hereof) upon the 18th day of January, 2001, the Company (beginning on a date to be determined by the Company, but within six months from such retirement date) will commence to pay him six thousand dollars (\$6,000) per year for a continuous period of ten years. In the event that the Employee should die after said payments have commenced but before the expiration of said ten year period, the unpaid balance of the payments will continue to be paid by the Company to those beneficiaries designated in paragraph 2 above.

4. CONDITIONS -- (a) The provisions of paragraph 3 are conditional upon the continuous employment of the Employee by the Company (including periods of total disability described in paragraph 1 and subject to the provisions of paragraph 5 hereof) until the 18th day of January, 2001, or his death, whichever is sooner, and upon the further condition that, for one year following the commencement of retirement payments, the Employee shall not engage in business activities which are in direct competition with the Company without first obtaining written consent from the Company.

5. LEAVE OF ABSENCE -- The Company may, in its sole discretion, permit the Employee to take a leave of absence for a period not to exceed one year. During this time the Employee will be considered to be still in the employ of the Company for purposes of this agreement.

6. ACCELERATION OF BENEFIT PAYMENTS -- The Company hereby reserves the right to accelerate the payment of any of those sums specified in paragraphs 1, 2, and 3 above without the consent of the Employee or the Employee's estate, beneficiaries, or any other person claiming through or under him.

7. ASSIGNABILITY -- Except to the extent that this provision may be contrary to law, no assignment, pledge, collateralization, or attachment of any of the beneficiaries, or any other person claiming through or under him.

8. EMPLOYMENT RIGHTS -- This agreement creates no right in the Employee to continue in the Company's employ for any specific length of time, nor does it create any other rights in the Employee or obligations on the part of the Company, except those set forth in this agreement.

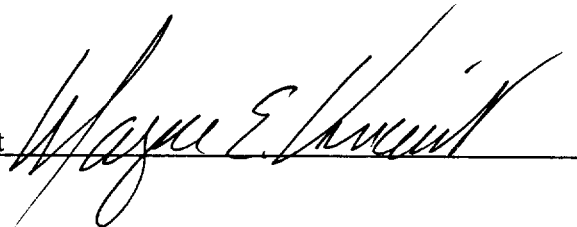
9. LAW GOVERNING -- This agreement shall be governed by the laws of the State of Indiana.

THIS AGREEMENT is solely between the Company and the Employee. Further, the Employee and his beneficiaries shall have recourse only against the Company for enforcement. However, it shall be binding upon the beneficiaries, heirs, executors and administrators of the Employee and upon the successors and assigns of the Company.

EXECUTED as of the day first written above.

CATHEDRAL ARTS, INC.

By: Wayne E. Vincent, President



Thomas J. Beczkiewicz

Employee

