

**KIMBALL
MIDWEST**
Your Partner in Performance

01/07/04 11:13

December 30, 2003

Secretary of Labor
Top Hat Plan Exemption, Room N-5644
Pension and Welfare Benefits Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2520040762825

Re: Deferred Compensation Programs

Dear Secretary:

Pursuant to Section 2520.104-23 of the Department of Labor's Regulations, this letter will serve as notice that, with respect to the Deferred Compensation Program (the Plan), the undersigned intends to use the alternative form of compliance with the reporting and disclosure requirements of Part 1 of Title 1 of the Employee Retirement Income Security Act of 1974 (ERISA), which alternative form of compliance is provided in the aforesaid Regulations Section.

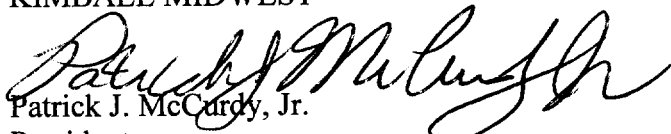
Pursuant to Regulations Section 2520.104-23(b), the following information is provided:

1. Name and Address of Employer: Midwest Motor Supply Company, Inc., d.b.a., Kimball Midwest, 582 W. Goodale Street, Columbus, Ohio 43215-1105.
2. Employer's Employer Identification Number: 31-4408759
3. The Employer hereby declares that it maintains the Plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.
4. The Employer hereby states that it maintains two (2) plans primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees and the number of employees in such Plans are as follows:
 - a. Senior Sales Representative Non-Qualified Deferred Compensation Program: 74 employees.
 - b. Rapid Growth Manager Deferred Compensation Program: 3 employees.

Pursuant to Regulations Section 2520.104-23(b)(2), Kimball Midwest will provide Plan documents, if any, to the Secretary of Labor upon request as required by Section 104(a)(1) of ERISA.

Sincerely,

KIMBALL MIDWEST


Patrick J. McCurdy, Jr.
President

PJM:yk/1230-01
Enclosures

CORPORATE OFFICE
582 W. Goodale St.
Columbus, OH 43215
614.228.6701

REGIONAL OFFICE
1210 Avenue S
Grand Prairie, TX 75050
972.975.2777

REGIONAL OFFICE
4965 Energy Way
Reno, NV 89502
775.856.3322

SENIOR SALES REPRESENTATIVE
NONQUALIFIED DEFERRED COMPENSATION AGREEMENT
138 (12/03)

THIS Agreement, made in Columbus, Ohio, this _____ day of _____ 20____, between Midwest Motor Supply Co., doing business as "Kimball-Midwest" (the "Company"), an Ohio corporation, and _____, the Senior Sales Representative (the "Representative"), pursuant to the Company's Nonqualified Deferred Compensation Plan (the "Plan").

WITNESSETH:

WHEREAS, the Company and the Representative desire to enter into a deferred compensation or deferred commission agreement in accordance with the terms of the Plan, the parties hereto agree as follows:

1. In exchange for the Company's promises hereunder, the Representative shall devote his full time, skill and best efforts to performing the duties of a representative of the Company, and to otherwise act in the best interests of the Company.

2. For each year in which minimum net sales standards are achieved, beginning with the calendar year _____, and continuing through each full year of employment with the Company thereafter through the year in which the Representative retires, dies or suffers disability such that he is unable to perform the essential functions as a Senior Sales Representative with or without reasonable accommodation, due to an impairment that substantially limits one or more major life activities, whichever shall first occur, the Representative shall earn, pursuant to this agreement, deferred commissions, hereinafter called "Deferred Compensation", in an amount equal to five percent (5%) of the net commissions actually paid to the representative during each such year on account of his/her sales of Company products. Retirement for purposes of this Nonqualified Deferred Compensation Agreement shall mean anytime that the Representative voluntarily leaves the employment of the Company following the attainment of at least age 62 and at least 5 years of service with the Company.

3. Prior to retirement (as defined herein and the Plan), death or disability (as defined herein and the Plan), the minimum net sales standard for qualification for the Senior Sales Representative Deferred Compensation Program is an aggregate of \$300,000 for two years prior to qualification with the previous one year prior to qualification being \$150,000. Minimum net sales of \$150,000 per year must be maintained each and every year of the program in order to receive deferred compensation. If net sales for any year are below the minimum \$150,000, only interest earning from any previous year's balance will be credited until retirement, death, or disability. The Representative can re-qualify for deferred compensation by achieving the minimum net sales standard of \$150,000 during the subsequent year. The Company reserves the right to cancel the program should net sales performance be below \$150,000 for two consecutive years or for any other reason that the Company deems in its sole discretion to be in the best interest of the Company. Also, any of these requirements may be changed in subsequent years at the Company's sole discretion (see paragraph 22).

4. On January 1 of each year in which the Representative is entitled to receive Deferred Compensation under this Agreement, the Company shall credit the amount of compensation deferred in accordance with Paragraph 2 or 3 to an account established on the books and designated “**(Representative’s Name)** Deferred Compensation Account”. Additionally, the Company shall credit annually, on the first banking day of each year, the **(Representative’s Name)** Deferred Compensation Account to reflect interest on the previous year’s balance compounded at the then standard pass book savings interest rate at Key Bank, located in Columbus, Ohio.

5. Commencing with the first day of the month following the date of the Representative’s retirement, or the date on which the Representative becomes disabled, whichever shall first occur, and continuing for a period of ten (10) consecutive years, the Company shall pay to the Representative, a pro-rated amount credited to the **(Representative’s Name)** Deferred Compensation Account. The pro-rated amount of each of the ten (10) annual payments shall be one-tenth (1/10) of the balance of the Deferred Compensation Account as of the date on which the Representative retires or becomes totally and permanently disabled, except for the last annual payment which shall be the total remainder of the amount in the Deferred Compensation Account.

6. For purposes of this Agreement, the Representative shall be considered disabled only when a physician, acceptable to the Company, certifies, in writing, that the Representative is unable to perform the essential functions of his position, with or without reasonable accommodation, due to an impairment that substantially limits one or more major life activities and such inability is likely to be permanent in nature, provided that such impairment shall not have resulted from injuries suffered or incurred while engaged in an unlawful act, or from an intentionally self-inflicted injury. In the event of such certification, the Representative may be required to submit to further examination by a physician acceptable to the Company, from time to time, in order to determine whether the Representative continues to be disabled, but such findings shall not be binding upon the Company. In the event the Representative refuses to submit to an examination by a physician as described above, the Representative shall not be eligible to receive payments under this Agreement by reason of disability. In the event the Representative ceases to be disabled and becomes able to perform the essential functions of his position, with or without reasonable accommodation, the Representative shall resume his/her duties representing the Company within ten (10) days after being requested by the Company to do so, or else the Representative shall be considered, for purposes of this Agreement, to have resigned.

7. In the event that the Representative should die prior to his/her receipt of any or all of the money to which he/she is entitled hereunder, any amount remaining unpaid shall be paid to such beneficiary or beneficiaries as the Representative may designate by filing with the Company a written notice (form 139 1/02). In the absence of any such written designation, such unpaid amounts shall be paid to the surviving spouse of the Representative, if any, or otherwise to the Representative’s estate. Payments to the Representative’s beneficiary or beneficiaries shall be in accordance with Paragraph 8 or Paragraph 9, below.

8. In the event that the Representative should die while still employed by, or associated with the Company, the Company shall make ten (10) annual payments to the Representative’s beneficiary, commencing on the first day of the first month following the Representative’s death. The amount of each annual payment shall be one-tenth (1/10) of the amount credited to the **(Representative’s Name)** Deferred Compensation Account.

9. In the event that the Representative should die after payments of Deferred Compensation to him/her have commenced, the Representative's beneficiary shall be entitled to receive payments hereunder in the same manner, and in the same amount, as the Representative would have been entitled to receive hereunder had he/she survived.

10. In the event that the Representative, prior to retirement, should resign from his/her employment or association with the Company, or should be discharged by the Company for just cause, neither the Representative nor his beneficiary shall be entitled to receive any payment pursuant to this Agreement at any time and any amount credited to him hereunder shall be forfeited by the Representative.

11. The rights of the Representative, and of his/her beneficiary, under this Agreement shall be solely those of an unsecured creditor of the Company. Any assets set aside by the Company in connection with the liabilities assumed by it hereunder, including the creation of any separate Deferred Compensation Account, shall not be deemed to be held under any trust for the benefit of the Representative or his/her beneficiaries or to be security for the performance of the obligations of the Company, but shall be, and remain, general, unpledged, unrestricted assets of the Company.

12. The Company agrees that it will not merge or consolidate with any other corporation or organization, or permit its business activities to be taken over by any other organization, unless and until the succeeding or continuing corporation or other organization shall expressly assume the rights and obligations of the Company set forth herein. The Company further agrees that it will not cease its business activities or terminate its existence, other than as set forth in this Paragraph, without first having made adequate provision for the fulfillment of its obligations hereunder.

13. The benefits payable to the Respondent under this Agreement shall be independent of, and in addition to, any other employment or other agreement that may exist from time to time between the parties hereto, or any other remuneration payable by the Company to the Representative, whether as salary, bonus or otherwise. This Agreement shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision hereof restrict the right of the Company to terminate its association with the Representative, or the right of the Representative to terminate his/her association with the Company. Further, nothing in this Agreement shall in any manner restrict or otherwise impede in any manner whatsoever the right of the Company to terminate the Representative for any reason that is not contrary to law or for the Representative to resign his/her employment for any reason that is not contrary to law. The parties reaffirm and acknowledge that the employment relationship is an at-will relationship.

14. This Agreement may be terminated by the Company if, in its sole discretion, business, financial or other good causes make such termination advisable or necessary. Such termination shall become effective upon the Company giving notice to the Representative of such termination. This Agreement shall automatically terminate in the event of bankruptcy or insolvency of the Company, or in the event the Company is dissolved or that this Agreement is terminated as provided herein. In such event the Company shall remain liable to the Representative hereunder for those amounts credited to his/her Deferred Compensation Account prior to such termination, together with interest credited in the manner detailed in Paragraph 5, above, to the date of such termination. Such liability shall be payable at the same time, and in the same manner, as if this Agreement had continued in effect until the earliest of the Representative's death, disability or retirement.

15. This Agreement shall apply in all respects whether the Senior Sales Representative is now, or is later, deemed to be a Senior Sales Representative (Employee) or a Senior Sales Representative (Independent Contractor) of the Company.

16. The Representative agrees that, after his/her termination of employment with the Company for any reason, in the event he/she engages in, or becomes interested, directly or indirectly, in any organization offering a similar line of products as those offered by the Company, either individually or as an officer, principal, agent employee, consultant, independent contractor, representative, shareholder or partner, within a period of five (5) years after terminating his/her relationship with the Company, he/she will thereafter forfeit all right, title and interest to any future payments otherwise due hereunder. Further, in such event, the Representative shall return to the Company any and all payments of deferred compensation that have been made under this Agreement.

17. The Representative shall not, at any time during the term of the Representative's employment with the Company, or for a period of two (2) years following his/her termination of employment from the Company for any reason whatsoever, directly or indirectly, or in concert with any other person or entity, individually or through a corporation, partnership, or other entity, do any of the following:

- a. Solicit, divert or take away or attempt to solicit, divert, or take away customers, clients or accounts of the Company, for the purpose of soliciting, selling, or recommending Competing Products where such customer, client, or account was an active account and/or customer of the Company while the Representative was employed by the Company.
- b. Induce or attempt to induce any employee, sales representative or independent contractor of the Company to leave the Company's employ or association; and
- c. Make any negative or disparaging comments about the Company and/or its products and services to any customer, employee, contractor, consultant, or prospective customer of the Company.

In the event that the Representative violates the provisions of this Section 17, then the Representative shall forfeit any and all rights to any future payments of any deferred compensation that may have been credited to him/her. Further, in such event, the Representative shall return to the Company any and all payments that have been made to him/her as deferred compensation under this Agreement. The Representative and the Company acknowledge that the provisions of Section 17 and Section 18 are in addition to and supplement the provisions of his Employment Agreement with the Company and that the provisions of his/her Employment Agreement remain in full force and effect. The provisions of Section 16 and Section 17 relate solely to the impact that the conduct prohibited hereunder shall have upon the Representative's deferred compensation and the forfeiture and repayment of same.

18. The Representative shall, at all times, keep all Confidential Information confidential, and shall not use such information except while employed by the Company for the benefit of the Company in the course of the Representative's duties hereunder without regard to whether this Confidential Information would be considered not generally known by the public, material or important, by anyone not a party to this Agreement. The Representative hereby agrees to abide by

the Company's determination that any information is Confidential Information and that the same is of a special and unique nature and value, important and material and that it gravely affects the effective successful conduct of the business of the Company and the Company's goodwill. The Representative further agrees that all Confidential Information is and shall remain the sole and exclusive property of the Company and that upon his/her retirement from the Company, all records, drawings, blueprints, manuals, letters, notes, reports, copies, thereof and all other materials constituting Confidential Information, whether prepared by the Representative or others, will be left with the Company or if not then located on the Company's premises, returned to the Company's principal offices within five (5) days of retirement.

Disclosure of any Confidential Information of Company shall not be prohibited if such disclosure is directly pursuant to a valid and existing order of a court or other governmental body or agency within the United States; provided, however, that (1) the Representative shall first have given prompt notice to Company of any such possible or prospective order (or proceeding pursuant to which any such order may result) and (2) Company shall have been afforded a reasonable opportunity to prevent or limit any such disclosure.

In the event that the Representative violates the provisions of this section at any time, the Representative shall immediately forfeit any deferred compensation which he has not been paid and he shall repay to the Company any and all payments that he has received under this Agreement.

The Representative and the Company acknowledge that the provisions of Section 18 are in addition to and supplement the provisions of his Employment Agreement with the Company and that the provisions of his Employment Agreement remain in full force and effect. The provisions of Section 18 relate solely to the impact that the conduct prohibited hereunder shall have upon the Representative's deferred compensation and the forfeiture and repayment of same.

19. Anything in this Agreement to the contrary notwithstanding, if the Representative or his/her beneficiary so request, the Company may, in its sole discretion, make a lump-sum payment to the Representative, or his beneficiary, of any amount due hereunder. Nothing contained herein shall be construed, however, as requiring the Company to make such a lump-sum payment.

20. This Agreement shall not be deemed to impose fiduciary obligations or duties on the Company, or any individual officer, agent or employee of the Company, or any group of officers, agents and/or employees of the Company.

21. This Agreement may be altered or amended, in whole or in part, at any time by a written instrument signed by the Company and the Representative.

22. The Company reserves the right to modify this program, including minimum standards for participation, at its discretion at any time. The Representative agrees to be bound by these modifications in order to continue participation. The Company reserves to itself the sole right to interpret the provisions of this Agreement.

23. The validity of this Agreement shall be determined and this Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. The Representative agrees that: (1) Any action brought by the Representative, or on the Representative's behalf, concerning, relating to or involving the Agreement, or any other Agreements entered into pursuant to this Agreement, must be venued exclusively in the Court of Common Pleas, Franklin County, Ohio;

and (2) Any action brought by the Company, or on its behalf, relating to or involving this Agreement, must be venued exclusively in the Court of Common Pleas, Franklin County, Ohio. The parties hereby irrevocably consent to the exclusive venue and jurisdiction of such court and agree that such court has sufficient nexus and interest to the issues that might arise under this Agreement.

24. The Invalidity of any provision or provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid provisions were omitted.

25. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators and successors. The Representative shall not have the right to sell, assign, transfer, or otherwise convey the right to receive any payment hereunder, which payments and the rights hereto are expressly declared to be non-assignable and non-transferable. Likewise non-assignable and non-transferable are the Representative's obligations under this Agreement including, but not limited to, those set forth in paragraphs 17 – 18 of this Agreement. The benefits hereunder shall not be subject to seizure for the payment of debts or judgments, or any of them, or be transferable by operation of law in the event of bankruptcy, insolvency, or otherwise.

IN WITNESS WHEREOF the Parties hereto have executed duplicate copies hereof on the day and year first above written.

MIDWEST MOTOR SUPPLY CO.,
d/b/a, KIMBALL MIDWEST

by: _____
Charles T. McCurdy

SENIOR SALES REPRESENTATIVE

by: _____
(Representative's Name)

SENIOR SALES REPRESENTATIVE
DEFERRED COMPENSATION AGREEMENT
BENEFICIARY DESIGNATION
139 (1/02)

UNMARRIED PARTICIPANT:

I hereby designate the following beneficiary(s) to receive, in the event of my death, the account value of my Plan in accordance with the terms of the Deferred Compensation Agreement. I will inform the Company of any change in my marital status.

Primary Beneficiary(s) Designation and Relationship:

MARRIED PARTICIPANT:

I understand that unless I elect otherwise the death benefit must be paid to my surviving spouse in accordance with the terms of the Deferred Compensation Agreement.

Primary Beneficiary(s) Designation and Relationship:

Contingent Beneficiary and Relationship: (the Contingent Beneficiary is the individual to whom benefits will be paid if there are no surviving Primary Beneficiaries):

(Representative's Name)

Date

RAPID GROWTH MANAGER
 DEFERRED COMPENSATION AGREEMENT
 140 (7/98)

THIS Agreement, made in Columbus, Ohio, this ____ day of _____, 20 __, between Midwest Motor Supply Co., doing business as “Kimball-Midwest” (the “Company”), an Ohio corporation, and “[Manager’s Name]” the Rapid Growth Manager (the “Manager”).

WITNESSETH:

WHEREAS, the Company and the Manager desire to enter into a deferred compensation or deferred commission agreement, the parties hereto agree as follows:

1. In exchange for the Company’s promises hereunder, the Manager shall devote his time, skill and best efforts to performing the duties of a representative of the Company, and to otherwise act in the best interests of the Company.

2. Should total annual sales in Division [Division #] reach the level of \$[xx,xxx,xxx] during or before calendar year 2002, the Manager shall earn, pursuant to this agreement, Deferred Compensation and cash bonus as detailed below. Based upon which year the goal of \$[xx,xxx,xxx] in sales of Division [Division#] is achieved, the one time cash bonus and Deferred Compensation will be distributed to the Manager as follows:

<u>Goal Reached</u>	<u>Cash Bonus (One Time)</u>	<u>Deferred Compensation Contribution (One Time)</u>
[Date]	\$65,000.00	\$65,000.00
[Date]	\$50,000.00	\$50,000.00
[Date]	\$37,500.00	\$37,500.00

If the goal is not met by [Date] the agreement is null and void.

3. In addition to reaching the annual sales goal of \$[xx,xxx,xxx] in Division [Division #] before calendar year 20 __, the Manager must also make satisfactory progress toward the Personal Annual Objectives set forth in the Annual District Plan each year in order to qualify for the Deferred Compensation and cash bonus indicated above. Additionally, manpower in Division [Division #] must increase to nine full time representatives by the end of the calendar year in which the sales goal is reached in order to qualify for the Deferred Compensation and cash bonus.

4. Should the Manager’s scope of responsibility change, this Deferred Compensation Agreement shall be reviewed. Depending on the Manager’s assigned

responsibilities, this Agreement may be codified through mutual consultation and agreement between the Manager and the Company.

5. The cash bonus shall be distributed to the Manager with the first payroll in March of the calendar year following the calendar year in which the sales goal of \$[xx,xxx,xxx.xx] in Division [Division#] is met.

6. On January 1st of the year following the calendar year in which the annual sales objective is met, the Company shall credit the amount of compensation deferred in accordance with paragraphs 2 and 3 of this Agreement to an account established on the books and designated "Roger Stegmaier Deferred Compensation Account". Additionally, the Company shall credit annually, on the first banking day of each year, the Deferred Compensation Account to reflect interest on the previous year's balance compounded at the then standard pass book savings interest rate at Key Bank, or its successor bank located in Columbus, Ohio.

7. Commencing with the first day of the month following the date of the Manager's retirement, at age sixty-five (65) or the date on which the Manager becomes totally and permanently disabled, whichever shall first occur, and continuing for a period of ten (10) consecutive years, the Company shall pay to the Manager, a pro-rated amount credited to the Roger Stegmaier Deferred Compensation Account. The pro-rated amount of each of the ten (10) annual payments shall be one-tenth (1/10) of the balance of the Deferred Compensation Account as of the date on which the Manager retires or becomes totally and permanently disabled, except for the last annual payment which shall be the total remainder of the amount in the Deferred Compensation Account.

8. For purpose of this Agreement, the Manager shall be considered totally and permanently disabled only when a physician, acceptable to the Company, certifies, in writing, that the Manager is unable to perform any work, follow any occupation, or engage in any business for remuneration or profit, by reason of a medically determinable physical or mental impairment, and that such impairment is likely to be permanent, provided that such impairment shall not have resulted from injuries suffered or incurred while engaged in an unlawful act, or from an intentionally self-inflicted injury. In the event of such certification, the Manager may be required to submit to further examination by a physician acceptable to the Company, from time to time, in order to determine whether the Manager continues to be totally and permanently disabled, but such findings shall not be binding upon the Company. In the event the Manager refuses to submit to an examination by a physician as described above, the Manager shall not be eligible to receive payments under this Agreement by reason of total and permanent disability. In the event the Manager ceases to be totally and permanently disabled, the Manager shall resume his duties representing the Company within ten (10) days after being requested by the Company to do so, or else the Manager shall be considered, for purposes of this Agreement, to have resigned or retired from his employment or association with the Company.

9. In the event that the Manager should die prior to his receipt of any or all of the money, to which he is entitled hereunder, any amount remaining unpaid shall be paid to such beneficiary or beneficiaries as the Manager may designate by filing with the Company a written notice (Form 138 3/94). In the absences of any such written designation, such unpaid amounts shall be paid to the surviving spouse of the Manager, if any, or otherwise to the Manager's estate. Payments to the Manager's beneficiary or beneficiaries shall be in accordance with Paragraph 10 or 11, below.

10. In the event that the Manager should die while still employed by, or associated with the Company, the Company shall make ten (10) annual payments to the Manager's beneficiary, commencing on the first month following the Manager's death. The amount of each annual payment be one-tenth (1/10) of the amount credited to the Deferred Compensation Account.

11. In the event that the Manager should die after payments of Deferred Compensation to him have commenced, the Manager's beneficiary shall be entitled to receive payments hereunder in the same manner, and in the same amount, as the Manager would have been entitled to receive hereunder had he survived.

12. In the event that the Manager, prior to attaining age sixty-five (65), should resign from his employment or association with the Company, or should be discharged by the Company for just cause, neither the Manager nor his beneficiary shall be entitled to receive any payment pursuant to this Agreement at any time.

13. The rights of the Manager, and of his beneficiary, under this Agreement shall be solely those of an unsecured creditor of the Company. Any assets set aside by the Company in connection with the liabilities assumed by it hereunder, including the creation of any separate Deferred Compensation Account, shall not be deemed to be held under any trust for the benefit of the Manger or his beneficiaries or to be security for the performance of the obligations of the Company, but shall be , and remain, general, unpledged, unrestricted assets of the Company.

14. The Company agrees that it will not merge or consolidate with any other corporation or organization, or permit its business activities to be taken over by any other organization, unless and until the succeeding of continuing corporation or other organization shall expressly assume the rights and obligations of the Company set forth herein. The Company further agrees that it will to cease its business activities or terminate its existence, other than as set forth in this Paragraph, without first having made adequate provision for the fulfillment of its obligations hereunder.

15. The benefits payable to the Respondent under this Agreement shall be independent of, and in addition to, any other employment or other agreement that may exist from time to time between the parties hereto, or any other remuneration payable by the Company to the Manager, whether as salary, bonus or otherwise. This Agreement shall not be deemed to constitute a contract of employment between the parties hereto,

nor shall any provision hereof restrict the right of the Company to terminate its association with the Manager, or the right of the Manager to terminate his association with the Company.

16. The Company may terminate this Agreement if, in its sole discretion, business, financial, or other good causes make such termination advisable or necessary. Such termination shall become effective upon the Company giving notice to the Manager of such termination. This Agreement shall automatically terminate in the event of bankruptcy or insolvency of the Company, or in the event the Company is dissolved or that this Agreement is terminated as provided in the Paragraph. In such event the Company shall remain liable to the Manager hereunder for those amounts credited to his Deferred Compensation Account prior to such termination, together with interest credited in the manner detailed in Paragraph 6, above, to the date of such termination. Such liability shall be payable at the same time, and in the same manner, as if this Agreement had continued in effect until the earliest of the Manager's death, total and permanent disability or sixty-fifth (65th) birthday.

17. This Agreement shall apply in all respects whether the Rapid Growth Manager is now, or is later, deemed to be a Rapid Growth Manager (Employee) or a Rapid Growth Manager (Independent Contractor) of the Company.

18. The Manager agrees that, after his retirement, in the event he engages in, or becomes interested, directly or indirectly, in any organization offering a similar line of products as those offered by the Company, either individually or as an officer, principal, agent employee, shareholder or partner, within a period of five (5) years after terminating his relationship with the Company, he will thereafter forfeit all right, title and interest to any future payments otherwise due hereunder.

19. During the Manager's association with the Company and for two (2) years after termination thereof, the Manager shall not, directly or indirectly, individually or in concert with any other person or entity, sell or attempt to sell or supervise or assist anyone in selling distributing, or attempting to sell or distribute, products of the same or similar kind as those sold by the Company to any of the customers of the Company to whom the Manager made one or more sales for the Company within the last twelve (12) months prior to the termination of the Manger's association with the Company. The Manager agrees that the Company shall be entitled to injunctive relief in the event that he should engage in any of the conduct or activity described in this paragraph during the two (2) year period.

20. Anything in this Agreement to the contrary notwithstanding, if the Manager or his beneficiary so requests, the Company may, in its sole discretion, make a lump-sum payment to the Manager, or his beneficiary, of an amount due hereunder. Nothing contained herein shall be construed, however, as requiring the Company to make such a lump-sum payment.

21. This Agreement shall not be deemed to impose fiduciary obligations or duties on the Company, or any individual officer, agent or employee of the Company, or any group of officers, agents and/or employees of the Company.

22. This Agreement may be altered or amended, in whole or in part, at any time by a written instrument signed by the Company and the Manager.

23. The validity of this Agreement shall be determined and shall be construed and interpreted in accordance with the laws of the State of Ohio. The Manager agrees that: (1) Any action brought by the Manager, or on the Manager's behalf, concerning, relating to or involving the Agreement, or any other Agreements entered into pursuant to this Agreement, must be venued in Franklin County, Ohio; and (2) Any action brought by the Company, or on its behalf, relating to or involving this Agreement, must be venued in Franklin County, Ohio. The parties hereby consent to the jurisdiction of the State or Federal courts in said county.

24. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, and successors. The Manager shall not have the right to sell, assign, transfer, or otherwise convey the right to receive any payment hereunder, which payments and the right hereto are expressly declared to be non-assignable and non-transferable. Likewise non-assignable and non-transferable are the Manager's obligation under this Agreement including, but not limited to, those set forth in Paragraph 18 and 19 of this Agreement. The benefits hereunder shall not be subject to seizure for the payment of debts or judgments, or any of them, or be transferable by operation of law in the event of bankruptcy, insolvency, or otherwise.

25. In the event that any provision of this Agreement is contrary to law in any applicable jurisdiction, the remaining provision of this Agreement shall, nevertheless, remain in full force and effect, and such contrary provision is hereby modified to the extent necessary to comply with such applicable law, and shall be enforceable to the extent permitted by such law.

IN WITNESS WHEREOF the Parties hereto have executed duplicate copies hereof on the day and year first above written.

MIDWEST MOTOR SUPPLY CO.,
d.b.a., KIMBALL MIDWEST

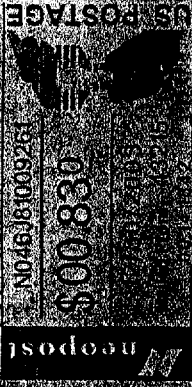
RAPID GROWTH MANAGER

Corporate Officer

Rapid Growth Manager

Date: _____

Date: _____



582 WEST GOODALE ST. COLUMBUS, OHIO 43215

TO: SECRETARY OF LABOR
TOP HAT PLAN EXEMPTION
PENSION AND WELFARE BENEFITS
ROOM N-5644
US DEPARTMENT OF LABOR
200 CONSTITUTION AVE NW
WASHINGTON DC 20210

RETURN POSTAGE GUARANTEED