

2520042392798

To: Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5638
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

In compliance with the requirement of the alternative method of reporting and disclosure under Part I of Title I of the Employee Retirement Income Security Act of 1974 for unfunded or insured pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulation 29 C.F.R. Section 2520.104-23, the following information is provided by the undersigned employer:

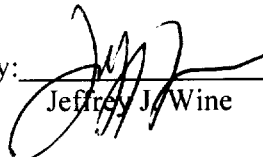
Name and address of employer: R.H. Wine & Co., Inc.
311 Kautz Road
St. Charles, IL 60174
FEIN: 36-3118653

Please consider this a formal notice that R.H. Wine & Co., Inc. has established an unfunded deferred compensation agreement, as of January 1, 1998, which provides that R.H. Wine & Co., Inc. shall pay deferred compensation to a certain employee. As of January 1, 1998, one officer-employee shareholder was covered by this plan. This is one of three unfunded pension agreements of R.H. Wine & Co., Inc.

The benefits under the unfunded defined compensation agreement are paid as needed from the general assets of R.H. Wine & Co., Inc., exclusively through insurance contracts or policies, the premiums for which are paid directly by R.H. Wine & Co., Inc. or from its general assets, or a combination of the foregoing two methods of payment.

Dated: 6/25/98

R.H. Wine & Co., Inc.

By: 
Jeffrey J. Wine

EMPLOYMENT AND DEFERRED COMPENSATION AGREEMENT
FOR JEFFREY J. WINE

THIS EMPLOYMENT AND DEFERRED COMPENSATION AGREEMENT (this "Agreement"), is made and entered into this 1st day of January, 1998, to be effective as of January 1, 1998, and is by and between R.H. WINE & CO., INC., an Illinois corporation ("Wine"), and JEFFREY J. WINE, an individual who currently resides in the State of Illinois ("Employee");

WHEREAS, on the terms and subject to the conditions contained in this Agreement, Wine desires to employ Employee, and Employee desires to accept such employment;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

Section I. Employment; Duties.

1.1 Employment; Warranty. Wine hereby employs Employee in its Insurance Agency and Brokerage Business, in the capacity as its Vice President, and Employee hereby accepts such employment and agrees to devote Employee's full business time and best efforts to fulfilling the duties described herein. Employee warrants that he will not, so long as he is employed by Wine, be employed by anyone else unless Wine's written permission is first obtained. Employee further warrants to Wine that the entering into and performance of this Agreement by Employee does not require the consent of any third party and does not violate any provisions of or result in any breach of any agreement or obligation to which Employee is a party or is subject. Employee further warrants that he will not bring or use in the performance of his duties with Wine any proprietary or confidential information, whether or not in writing, of any former employer without that employer's written authorization. Further, the Employee agrees not to disclose to Wine in the course of Employee's employment with Wine any trade secrets of any former employer.

1.2 Duties. In connection with his employment, Employee agrees to perform such work as may be assigned to him from time to time by the Board of Directors of Wine.

Section 2. Term.

The employment of the Employee hereunder shall commence on January 1, 1998 and shall continue thereafter on a year to year basis. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY AT WILL BY GIVING THIRTY (30) DAYS ADVANCE WRITTEN

NOTICE TO THE OTHER PARTY. This Agreement shall also automatically terminate upon Employee's death, disability or revocation of State of Illinois Department of Insurance Producers License. Termination of this Agreement by reason of Employee's disability shall not terminate Employee's benefits under the disability insurance program if one is then in effect for Wine's employees. In the event that Employee's employment hereunder is terminated, Wine shall have no further obligation to make any payments to Employee except for any payments that had accrued under any part of Sections 3 or 4 prior to the date of such termination of employment but were unpaid prior to that date, and which are not subject to payment withholding pursuant to Section 7 of this Agreement.

Section 3. Compensation.

3.1 Base Salary Employee shall be paid at the annual rate of \$200,000 gross before deductions, payable in 26 equal installments (except for any period of less than one pay period, in which case it shall be prorated). Any such amounts shall be subject to Wine's withholding practices in effect from time to time. Such base salary shall be reviewed annually and adjusted as the Board of Directors of Wine deems appropriate.

3.2 Other Compensation. The Employee and the Board of Directors of Wine shall meet each year prior to the anniversary date of this Agreement in order to establish targets and goals for Wine for the ensuing year. At such meeting, the Board of Directors of Wine and the Employee shall also determine which targets, goals, and objectives of Wine, if obtained, would result in additional compensation to the Employee. It is the intent of the Board of Directors of Wine and the Employee to establish such criterion in various aspects of the business of Wine in order to allow the Employee to obtain additional compensation if the goals are obtained. The criterion established by the Board of Directors and the Employee shall be memorialized in writing for each applicable year, and shall become part of and attached to this Agreement.

3.3 Amerihost Commissions. In addition to any and all other benefits or compensation otherwise payable to the Employee, Employee shall also be entitled to receive 9.5% of all income earned by Wine on the Amerihost account during the period from January 1, 1998 through and including June 30, 2001, provided that Employee is not in violation of Sections 5 and 6 of this agreement and, in such case, Wine shall have the right to offset and withhold such payments against amounts due Employee pursuant to this Section.

3.4 Vacation and Fringe Benefits; Expense Account. Employee shall be entitled to receive vacation time and fringe benefits and shall have an expense account in accordance with the standard policies and practices of Wine in effect from time to time.

Section 4. Deferred Compensation Payments.

4.1 Establishment. As an inducement for the Employee's Agreement to be employed by Wine, Wine has agreed to establish a deferred compensation benefit for the Employee. The amount of such deferred compensation is Three Hundred and Thirty Six Thousand Nine Hundred and Thirty Six dollars (\$336,936), and may, at the discretion of the Board of Directors of Wine, be increased from time to time based upon the Board of Director's evaluation of the Employee, and his contributions to the success of Wine.

4.2 Payment of Deferred Compensation. Any amount of deferred compensation due to the Employee shall be paid in 120 equal monthly installments, without interest, unless a shorter period of time is mutually agreeable to both the Board of Directors and the Employee. Said payments shall commence four months after the Employee's voluntary or involuntary separation of service from Wine, subject to the vesting provision of Section 4.3 below.

4.3 Vesting Schedule

(a) Of the initial Three Hundred and Thirty Six Thousand and Nine Hundred and Thirty Six Dollars (\$336,936) deferred compensation, Two Hundred and Eleven Thousand and Five Hundred and Seventy Seven Dollars (\$211,577) shall be considered as one hundred percent (100%) vested. The balance of the initial deferred compensation amount, or One Hundred and Twenty Five Thousand and Three Hundred and Fifty Nine Dollars (\$125,359), shall

be initially 100% vested but shall be subject to the vesting schedule hereinafter set forth if Employee voluntarily terminates employment under Section 2 of this agreement.

(b) Any additional amounts of deferred compensation awarded to the Employee from time to time by the Wine's Board of Directors, shall be subject to a discount in the event the Employee's separation of service from the Wine occurs prior to the Employee's obtainment of age 55. The applicable vesting and discount shall be as follows:

<u>Age</u>	<u>Vested Amount</u>
43	40%
44	45%
45	50%
46	55%
47	60%
48	65%
49	70%
50	75%
51	80%
52	85%
53	90%
54	95%
55	100%

4.4 Death or Permanent Disability.

Subsequent death or permanent disability shall not disqualify the Employee's estate or successors from receiving the remaining amount due of such deferred compensation. All payments due under this agreement for deferred compensation shall become immediately 100% vested upon death or permanent disability.

4.5 Taxability. The Employee further recognizes that any deferred compensation payments made to him will be considered as ordinary income to the Employee when received.

Section 5. Employee Covenants.

Employee covenants and agrees with Wine that Wine has established valuable good will through its prior years of service in its community, and that its relationship with its current clients is near permanent. Employee thus covenants and agrees with Wine that, except as expressly approved (which approval shall not be unreasonably withheld) by the Board of Directors of Wine, from and after the date of this Agreement until three (3) years after the date the employment of Employee by Wine terminates for any reason (such termination date being referred to herein as the "Ending Date"), Employee, and Employee's Affiliates, shall not directly or indirectly:

(a) except as an officer or employee of Wine (or any successor corporation into which it may be merged or consolidated), engage in, control, advise, manage, serve as a director, officer, or employee of, as a consultant to, receive any economic benefit from, have any financial interest in (except investment in not more than one percent (1%) of any class of securities of any publicly traded company) or exert any influence upon, any business which conducts activities in the Territory (as hereinafter defined) similar to those conducted by Wine (or any successor corporation into which Wine may be merged or consolidated), provided that this restriction shall not apply to any activity in connection with a business that does not actually or potentially compete with the activities of Wine (or any successor corporation into which Wine may be merged or consolidated). For purposes of this Section 5, the term "conducts activities" shall include any business which is either located within the Territory, and conducts business within the Territory, or is located outside of the Territory, and seeks business within the Territory;

(b) except in connection with any duties as an officer or employee of Wine (or any successor corporation into which they may be merged or consolidated), solicit, divert or attempt to solicit or divert any party who is, was, or was solicited to become, a client of Wine (hereinafter "Client") at any time prior to the Ending Date, regardless of whether or not a Client is located within the Territory or otherwise, provided that this restriction shall not apply to any activity on behalf of a business that does not actually or potentially compete with the activities of Wine (or

any successor corporation in which Wine may be merged or consolidated); and provided further that if the Employee does not become affiliated in any manner with any competing business (including newly formed businesses) which are located within the Territory, the Employee may service Clients of Wine by the payment of the buy-out amount set forth in Section 7 of this Agreement;

(c) employ, solicit for employment or encourage to leave their employment, in each case, either as an employee, agent or representative, any person who was an employee, agent, or representative of Wine within two (2) years prior to the Ending Date the employment of the Employee terminates, or solicit or encourage any current officer, employee, agent or representative of Wine (or any successor corporation in to which Wine may be merged or consolidated);

(d) avail himself of or invest in any business opportunity which is related to the activities conducted by Wine (or any successor corporation into which Wine may be merged or consolidated), and which came to his attention prior to the Ending Date;

(e) disturb, or attempt to disturb, any business relationship between any third party and Wine (or any successor corporation into which Wine may be merged or consolidated); or

(f) make any statement to any third party, including the press or media, likely to result in adverse publicity for Wine (or any successor corporation into which Wine may be merged or consolidated).

Section 7. Certain Payments and Remedies.

Section 6. Confidentiality.

(a) Employee shall not, and shall cause his Affiliates not to, directly or indirectly, (i) disclose, or (ii) use for his or their own benefit, or for the benefit of any other person or entity (other than Wine), any Confidential Information. For this purpose, the term "Confidential Information" means all information and trade secrets concerning any aspect of the business of Wine, including, but not limited to, client lists, policy expiration dates, policy terms, conditions and rates, familiarity with client's risk characteristics and information concerning the insurance markets for particular risks, any other buying habits, supplier information, research and development projects, software development, records, computer programs, computer stored information, computer disk and other media, files, drawings, sketches, blueprints, manuals, letters, notes, notebooks, reports, memoranda, and other data of or pertaining to Wine or to any affiliate of Wine, their respective businesses or financial affairs, or their products which are not a matter of public knowledge. Employee agrees that upon termination of his employment for any reason and upon the request of Wine, he will immediately deliver to Wine all papers, books, manuals, lists, software, drawings, computerized data or programs, devices, models, trade secrets, marketing information, data, specifications, inventions, processes, correspondence and documents containing or relating to Confidential Information, together with all copies thereof, other than such materials as shall be necessary to permit Employee to prepare his tax returns. Employee further agrees not to keep any copies or extracts of any of the foregoing.

(b) Employee further agrees to obtain the written consent of Wine prior to any publication, oral or written, of any information regarding any aspect of Wine's business, customers, suppliers, employees, shareholders, directors or officers. Employee acknowledges and agrees, that Wine shall have the sole discretion whether and to the extent such information may be published, and that Wine may exercise its right regarding said pre-publication approval or disapproval without any liability whatsoever to the Employee.

(a) In the event Employee or any Affiliate of Employee engages in any activity prohibited by Sections 5 and 6 above, Employee shall refund to Wine any insurance commissions or fees otherwise received from its performance of the prohibited activity. If the employee has the right to receive payments upon separation, such payments may be withheld until the former employee ceases the violation or compensates Wine (or its successor) for such violation as discussed in the following paragraph.

(b) In the event the Employee does, within three (3) years of the Ending Date, become affiliated in any manner with any competing business (including newly formed businesses) which are located within or outside of the Territory, then the Employee may, at his option, elect to service Clients of Wine by the payment to Wine of a buy-out fee equal to the gross revenues received from that Client by Wine for the two (2) years prior to the date that Client commences to be serviced by the Employee. The amount of such buy-out payment shall be due and payable by the Employee to Wine immediately upon the Employee's commencement of services on behalf of that Client.

(c) Employee has reviewed the provisions of Sections 4, 5 and 6 above with his advisors, and he acknowledges that Wine would be irreparably injured by a violation of such Sections. Employee agrees that Wine, in addition to any other remedies available to it for such breach or threatened breach, shall be entitled to a preliminary injunction, temporary restraining order, or other equivalent relief, restraining Employee from any actual or threatened breach of any provisions of Sections 4, 5 and 6 above. If a bond is required to be posted in order for Wine to secure an injunction or other equitable remedy, the parties agree that said bond need not exceed a nominal sum.

Section 11. Miscellaneous.

Section 8. Severance.

If at any time any of the provisions of Sections 4, 5, 6, 7, or 9 shall be determined to be invalid or unenforceable by reason of being vague or unreasonable as to duration, area, scope of activity or otherwise, then such Section(s) shall be considered divisible (with the other provisions to remain in full force and effect), and the invalid or unenforceable provisions shall become and be deemed to be immediately amended to include only such time, area, scope of activity and other restrictions, as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter, and Employee expressly agrees that this Agreement, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

Section 9. Certain Terms.

As used in Sections 5, 6, 7, and 8 above, the term "directly or indirectly" shall include acts or omissions as proprietor, partner, joint venturer, employer, salesman, agent, representative, employee, officer, director, lender to or consultant for, or owner of any equity or other interest in, any person or entity; the term "Territory" shall mean a fifty (50) mile radius from any of Wine's offices (or any successor corporation in which Wine may be merged or consolidated); and provided further that the term "Affiliate" includes (i) any member of Employee's immediate family and/or (ii) any person or entity which Employee or any affiliate of Employee controls and/or owns, directly, or indirectly, an equity or similar interest of one percent (1%) or more.

Section 10. Inventions and Patents.

Any and all improvements, inventions, discoveries, formulas, processes, or methods conceived or made by the Employee during the Employee's employment with Wine, whether or not patentable, shall be considered the sole and exclusive property of Wine without any payment or compensation to the Employee. Employee agrees, whenever requested to do so by Wine, and at Wine's expense, to execute and sign any and all documents, including applications for Letters Patent and Copyrights, and do all other things which Wine may deem necessary or appropriate in order to enforce this provision and protect its interest.

11.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Employee, his executor, administrator, his personal representatives, heirs, and assigns, and upon Wine, and its successors and assigns; provided, however, that Employee may not assign or delegate any of his rights or obligations hereunder without Wine's written pre-approval.

11.2 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Illinois.

11.3 Invalid Provisions. The parties agree that neither the invalidity nor the unenforceability of any provision of this Agreement shall affect the other provisions hereof, and this Agreement shall remain in full force and effect and be construed in all respects as if such invalid or unenforceable provision were omitted.

11.4 Headings and Gender. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Further, any references to a specific gender shall include reference to the appropriate gender where necessary.

11.5 Notices. All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or on the third day after depositing notice in the United States mail, first class, registered, return receipt requested, with proper postage prepaid to each party's last known address. Notice shall also be effective on the date of proper facsimile transfer during normal business hours, and if transmitted other than the recipient's normal business hours, then such Notice shall be effective on the next business day.

11.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.7 Nonalienation. The interests of the Employee under this Agreement are not subject to the claims of his creditors, other than Wine, and may not otherwise be voluntarily or involuntarily assigned, alienated, or encumbered.


11.8 Waiver. The failure of either party hereto in any one or more instances to insist upon the performance of any of the terms or conditions of this Agreement, or to exercise any rights or privileges conferred in this Agreement, or the waiver of any breach of any of the terms, covenants, or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or privileges, and the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

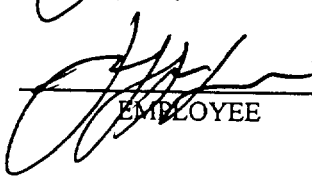
11.9 Expenses of Enforcement. Costs of any enforcement action hereunder shall be borne in such manner as the judge or arbitrator, as the case may be, may direct and otherwise each party shall bear their respective costs and expenses.

11.10 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement and is the complete and exclusive statement thereof. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

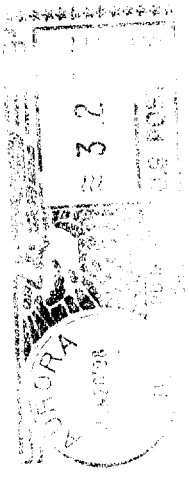
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

R.H. WINE & CO., INC., an Illinois corporation

By:  (SBC) _____

 _____
EMPLOYEE

P 209 650 357
MAIL



A MEMBER OF SIKICH GROUP, LLC
ARDNER & CO., LLP
ATTORNEYS

1877 W. DOWNER PLACE
AURORA, IL 60506

CONFIDENTIAL
Top Hat Plan Exemption
Pension and Welfare Benefits Admin.
Room N-5638
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

To: Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5638
U.S. Department of Labor
200 Constitution Avenue N.W.
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In compliance with the requirement of the alternative method of reporting and disclosure under Part I of Title I of the Employee Retirement Income Security Act of 1974 for unfunded or insured pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulation 29 C.F.R. Section 2520.104-23, the following information is provided by the undersigned employer:

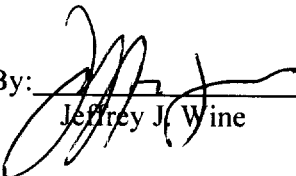
Name and address of employer: R.H. Wine & Co., Inc.
311 Kautz Road
St. Charles, IL 60174
FEIN: 36-3118653

Please consider this a formal notice that R.H. Wine & Co., Inc. has established an unfunded deferred compensation agreement, as of December 31, 1997, which provides that R.H. Wine & Co., Inc. shall pay deferred compensation to a certain employee. As of December 31, 1997, one officer-employee shareholder was covered by this plan. This is the only unfunded pension agreement of R.H. Wine & Co., Inc.

The benefits under the unfunded defined compensation agreement are paid as needed from the general assets of R.H. Wine & Co., Inc., exclusively through insurance contracts or policies, the premiums for which are paid directly by R.H. Wine & Co., Inc. or from its general assets, or a combination of the foregoing two methods of payment.

Dated: 4/25/98

R.H. Wine & Co., Inc.

By: 
Jeffrey J. Wine

EMPLOYMENT AND DEFERRED COMPENSATION AGREEMENT
FOR JACK M. WINE

THIS EMPLOYMENT AND DEFERRED COMPENSATION AGREEMENT (this "Agreement"), is made and entered into this 31st day of December, 1997, to be effective as of December 31, 1997, and is by and between R.H. WINE & CO., INC., an Illinois corporation ("Wine"), and JACK M. WINE, an individual who currently resides in the State of Illinois ("Employee");

WHEREAS, on the terms and subject to the conditions contained in this Agreement, Wine desires to employ Employee, and Employee desires to accept such employment;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

Section I. Employment; Duties.

1.1 Employment; Warranty. Wine hereby employs Employee in its Insurance Agency and Brokerage Business, as an employee, and Employee hereby accepts such employment and agrees to devote such business time and best efforts as the Employee and Wine mutually agree. Employee warrants that he will not, so long as he is employed by Wine, be employed by anyone else unless Wine's written permission is first obtained. Employee further warrants to Wine that the entering into and performance of this Agreement by Employee does not require the consent of any third party and does not violate any provisions of or result in any breach of any agreement or obligation to which Employee is a party or is subject. Employee further warrants that he will not bring or use in the performance of his duties with Wine any proprietary or confidential information, whether or not in writing, of any former employer without that employer's written authorization. Further, the Employee agrees not to disclose to Wine in the course of Employee's employment with Wine any trade secrets of any former employer.

Section 2. Term.

The employment of the Employee hereunder shall commence on December 31, 1997 and shall continue through December 31, 1998 and thereafter on a year to year basis. This Agreement shall also automatically terminate upon Employee's death, disability or revocation of State of Illinois Department of Insurance Producers License. Termination of this Agreement by reason of Employee's disability shall not terminate Employee's benefits under the

disability insurance program if one is then in effect for Wine's employees. In the event that Employee's employment hereunder is terminated, Wine shall have no further obligation to make any payments to Employee except for any payments that had accrued under any part of Sections 3 or 4 prior to the date of such termination of employment but were unpaid prior to that date, and which are not subject to payment termination pursuant to Section 7 of this Agreement.

Section 3. Compensation.

3.1 Base Salary. For calendar year 1998, the Employee shall be paid at an annual rate of \$75,000.00, gross before deductions. All payments shall be payable in 26 equal installments (except for any period of less than one pay period, in which case it shall be prorated). Any such amounts shall be subject to Wine's withholding practices in effect from time to time. Such base salary shall be reviewed annually and adjusted as the Board of Directors of Wine deems appropriate.

3.2 Other Compensation. The Employee and the Board of Directors of Wine shall meet each year prior to the anniversary date of this Agreement in order to establish targets and goals for Wine for the ensuing year. At such meeting, the Board of Directors of Wine and the Employee shall also determine which targets, goals, and objectives of Wine, if obtained, would result in additional compensation to the Employee. It is the intent of the Board of Directors of Wine and the Employee to establish such criterion in various aspects of the business of Wine in order to allow the Employee to obtain additional compensation if the goals are obtained. The criterion established by the Board of Directors and the Employee shall be memorialized in writing for each applicable year, and shall become part of and attached to this Agreement.

3.3 Amerihost Commissions. In addition to any and all other benefits or compensation otherwise payable to the Employee, Employee shall also be entitled to receive 15.5% of all income earned by Wine on the Amerihost account during the period from January 1, 1997 through and including June 30, 2001, provided that Employee is not in violation of Sections 5 and 6 of this agreement and, in such case, Wine shall have the right to offset and withhold such payments against amounts due Employee pursuant to this Section.

3.4 Vacation and Fringe Benefits; Expense Account. Employee shall be entitled to receive vacation time and fringe benefits and shall have an expense account in accordance with the standard policies and practices of Wine in effect from time to time.

Section 4. Deferred Compensation Payments.

4.1 Establishment. In consideration for the prior efforts of the Employee in contributing to the success of Wine, and as an inducement for the Employee's Agreement to be employed by Wine, Wine has agreed to establish a deferred compensation benefit for the Employee, paid according to the terms and provisions of this Section 4. The amount of such deferred compensation is One Million, Seven Hundred and Forty Three Thousand dollars (\$1,743,000).

4.2 Payment of Deferred Compensation. Any amount of deferred compensation due to the Employee shall be paid in 120 equal monthly installments of \$14,525, without interest, unless a shorter period of time is mutually agreeable to both the Board of Directors and the Employee, provided, however, that any such shorter period of time shall also factor in a discount based upon present value considerations, again as the parties mutually agree. Said payments shall begin with the month immediately following the Employee's voluntary or involuntary separation of service from the Company.

4.3 Death or Disability. Subsequent death or disability shall not disqualify the Employee's estate or successors from receiving the remaining amount due of such deferred compensation. Any life insurance proceeds received by Wine upon the death of Employee shall be used to pay the amount then owing employee for future deferred compensation payments (using present value calculations at an interest factor of 8%).

4.4 Taxability. The Employee further recognizes that any deferred compensation payments made to him will be considered as ordinary income to the Employee when received.

Section 5. Employee Covenants.

Employee covenants and agrees with Wine that Wine has established valuable good will through its prior years of service in its community, and that its relationship with its current clients is near permanent. Employee thus covenants and agrees with Wine that, except as expressly approved (which approval shall not be unreasonably withheld) by the Board of Directors of Wine, from and after the date of this Agreement until three (3) years after the date the employment of Employee by Wine terminates for any reason (such date being referred to herein as the "Ending Date"), Employee, and Employee's Affiliates, shall not directly or indirectly:

(a) except as an officer or employee of Wine (or any successor corporation into which it may be merged or consolidated), engage in, control, advise, manage, serve as a director, officer, or employee of, as a consultant to, receive any economic benefit from, have any financial interest in (except investment in not more than one percent (1%) of any class of securities of any publicly traded company) or exert any influence upon, any business which conducts activities in the Territory (as hereinafter defined) similar to those conducted by Wine (or any successor corporation into which Wine may be merged or consolidated), provided that this restriction shall not apply to any activity in connection with a business that does not actually or potentially compete with the activities of Wine (or any successor corporation into which Wine may be merged or consolidated). For purposes of this Section 5, the term "conducts activities" shall include any business which is either located within the Territory, and conducts business within the Territory, or is located outside of the Territory, and seeks business within the Territory;

(b) except in connection with any duties as an officer or employee of Wine (or any successor corporation into which they may be merged or consolidated), solicit, divert or attempt to solicit or divert any party who is, was, or was solicited to become, a client of Wine (hereinafter "Client") at any time prior to the Ending Date, regardless of whether or not a Client is located within the Territory or otherwise, provided that this restriction shall not apply to any activity on behalf of a business that does not actually or potentially compete with the activities of Wine (or any successor corporation in which Wine may be merged or consolidated); and provided further that if the Employee does not become affiliated in any manner with any competing business (including newly formed businesses) which are located within the Territory, the Employee may service Clients of Wine by the payment of the buy-out amount set forth in Section 7 of this Agreement;

(c) employ, solicit for employment or encourage to leave their employment, in each case, either as an employee, agent or representative, any person who was an employee, agent, or representative of Wine within two (2) years prior to the Ending Date the employment of the Employee terminates, or solicit or encourage any current officer, employee, agent or representative of Wine (or any successor corporation in to which Wine may be merged or consolidated);

(d) avail himself of or invest in any business opportunity which is related to the activities conducted by Wine (or any successor corporation into which Wine may be merged or consolidated), and which came to his attention prior to the Ending Date;

(e) disturb, or attempt to disturb, any business relationship between any third party and Wine (or any successor corporation into which Wine may be merged or consolidated); or

(f) make any statement to any third party, including the press or media, likely to result in adverse publicity for Wine (or any successor corporation into which Wine may be merged or consolidated).

(a) Employee shall not, and shall cause his Affiliates not to, directly or indirectly, (i) disclose, or (ii) use for his or their own benefit, or for the benefit of any other person or entity (other than Wine), any Confidential Information. For this purpose, the term "Confidential Information" means all information and trade secrets concerning any aspect of the business of Wine, including, but not limited to, client lists, policy expiration dates, policy terms, conditions and rates, familiarity with client's risk characteristics and information concerning the insurance markets for particular risks, any other buying habits, supplier information, research and development projects, software development, records, computer programs, computer stored information, computer disk and other media, files, drawings, sketches, blueprints, manuals, letters, notes, notebooks, reports, memoranda, and other data of or pertaining to Wine or to any affiliate of Wine, their respective businesses or financial affairs, or their products which are not a matter of public knowledge. Employee agrees that upon termination of his employment for any reason and upon the request of Wine, he will immediately deliver to Wine all papers, books, manuals, lists, software, drawings, computerized data or programs, devices, models, trade secrets, marketing information, data, specifications, inventions, processes, correspondence and documents containing or relating to Confidential Information, together with all copies thereof, other than such materials as shall be necessary to permit Employee to prepare his tax returns. Employee further agrees not to keep any copies or extracts of any of the foregoing.

(b) Employee further agrees to obtain the written consent of Wine prior to any publication, oral or written, of any information regarding any aspect of Wine's business, customers, suppliers, employees, shareholders, directors or officers. Employee acknowledges and agrees, that Wine shall have the sole discretion whether and to the extent such information may be published, and that Wine may exercise its right regarding said pre-publication approval or disapproval without any liability whatsoever to the Employee.

Section 6. Confidentiality.

Section 7. Certain Payments and Remedies.

(a) In the event Employee or any Affiliate of Employee engages in any activity prohibited by Sections 5 and 6 above, Employee shall refund to Wine any insurance commissions or fees otherwise received from its performance of the prohibited activity. If the employee has the right to receive payments upon separation, that right can be terminated, and, no further payments need to be made if after a notice to the former employee to cease and desist he continues in violation for more than thirty days.

(b) In the event the Employee does, within three (3) years of the Ending Date, become affiliated in any manner with any competing business (including newly formed businesses) which are located within or outside of the Territory, then the Employee may, at his option, elect to service Clients of Wine by the payment to Wine of a buy-out fee equal to the gross revenues received from that Client by Wine for the two (2) years prior to the date that Client commences to be serviced by the Employee. The amount of such buy-out payment shall be due and payable by the Employee to Wine immediately upon the Employee's commencement of services on behalf of that Client.

(c) Employee has reviewed the provisions of Sections 4, 5 and 6 above with his advisors, and he acknowledges that Wine would be irreparably injured by a violation of such Sections. Employee agrees that Wine, in addition to any other remedies available to it for such breach or threatened breach, shall be entitled to a preliminary injunction, temporary restraining order, or other equivalent relief, restraining Employee from any actual or threatened breach of any provisions of Sections 4, 5 and 6 above. If a bond is required to be posted in order for Wine to secure an injunction or other equitable remedy, the parties agree that said bond need not exceed a nominal sum.

Section 8. Severance.

If at any time any of the provisions of Sections 4, 5, 6, 7, or 9 shall be determined to be invalid or unenforceable by reason of being vague or unreasonable as to duration, area, scope of activity or otherwise, then such Section(s) shall be considered divisible (with the other provisions to remain in full force and effect), and the

invalid or unenforceable provisions shall become and be deemed to be immediately amended to include only such time, area, scope of activity and other restrictions, as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter, and Employee expressly agrees that this Agreement, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

Section 9. Certain Terms.

As used in Sections 5, 6, 7, and 8 above, the term "directly or indirectly" shall include acts or omissions as proprietor, partner, joint venturer, employer, salesman, agent, representative, employee, officer, director, lender to or consultant for, or owner of any equity or other interest in, any person or entity; the term "Territory" shall mean a fifty (50) mile radius from any of Wine's offices, and the term "Affiliate" includes (i) any member of Employee's immediate family and/or (ii) any person or entity which Employee or any affiliate of Employee controls and/or owns, directly, or indirectly, an equity or similar interest of one percent (1%) or more.

Section 10. Inventions and Patents.

Any and all improvements, inventions, discoveries, formulas, processes, or methods conceived or made by the Employee during the Employee's employment with Wine, whether or not patentable, shall be considered the sole and exclusive property of Wine without any payment or compensation to the Employee. Employee agrees, whenever requested to do so by Wine, and at Wine's expense, to execute and sign any and all documents, including applications for Letters Patent and Copyrights, and do all other things which Wine may deem necessary or appropriate in order to enforce this provision and protect its interest.

Section 11. Miscellaneous.

11.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Employee, his executor, administrator, his personal representatives, heirs, and assigns, and upon Wine, and its successors and assigns; provided, however, that Employee may not assign or delegate any of his rights or obligations hereunder without Wine's written pre-approval.

11.2 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Illinois.

their agreement and is the complete and exclusive statement thereof. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

11.3 Invalid Provisions. The parties agree that neither the invalidity nor the unenforceability of any provision of this Agreement shall affect the other provisions hereof, and this Agreement shall remain in full force and effect and be construed in all respects as if such invalid or unenforceable provision were omitted.

11.4 Headings and Gender. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Further, any references to a specific gender shall include reference to the appropriate gender where necessary.

11.5 Notices. All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or on the third day after depositing notice in the United States mail, first class, registered, return receipt requested, with proper postage prepaid to each party's last known address. Notice shall also be effective on the date of proper facsimile transfer during normal business hours, and if transmitted other than the recipient's normal business hours, then such Notice shall be effective on the next business day.

11.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.7 Nonalienation. The interests of the Employee under this Agreement are not subject to the claims of his creditors, other than Wine, and may not otherwise be voluntarily or involuntarily assigned, alienated, or encumbered.

11.8 Waiver. The failure of either party hereto in any one or more instances to insist upon the performance of any of the terms or conditions of this Agreement, or to exercise any rights or privileges conferred in this Agreement, or the waiver of any breach of any of the terms, covenants, or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or privileges, and the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11.9 Expenses of Enforcement. Costs of any enforcement action hereunder shall be borne in such manner as the judge or arbitrator, as the case may be, may direct and otherwise each party shall bear their respective costs and expenses.

11.10 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of

R.H. WINE & CO., INC., an Illinois corporation

By: _____

EMPLOYEE.

1 A MEMBER OF SIKICH GROUP, LLC

DNER & CO, LLP
S & ACCOUNTANTS

77 W. DOWNER PLACE
RORORA, IL 60506

'P 209 650 356

MAIL



CONFIDENTIAL

Top Hat Plan Exemption
Pension and Welfare Benefits Admin.
Room N-5638
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

To: Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5638
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

In compliance with the requirement of the alternative method of reporting and disclosure under Part I of Title I of the Employee Retirement Income Security Act of 1974 for unfunded or insured pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulation 29 C.F.R. Section 2520.104-23, the following information is provided by the undersigned employer:

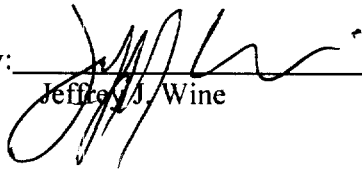
Name and address of employer: R.H. Wine & Co., Inc.
311 Kautz Road
St. Charles, IL 60174
FEIN: 36-3118653

Please consider this a formal notice that R.H. Wine & Co., Inc. has established an unfunded deferred compensation agreement, as of January 1, 1998, which provides that R.H. Wine & Co., Inc. shall pay deferred compensation to a certain employee. As of January 1, 1998, one officer-employee shareholder was covered by this plan. This is one of three unfunded pension agreements of R.H. Wine & Co., Inc.

The benefits under the unfunded defined compensation agreement are paid as needed from the general assets of R.H. Wine & Co., Inc., exclusively through insurance contracts or policies, the premiums for which are paid directly by R.H. Wine & Co., Inc. or from its general assets, or a combination of the foregoing two methods of payment.

Dated: 6/25/98

R.H. Wine & Co., Inc.

By: 
Jeffrey J. Wine

EMPLOYMENT AND DEFERRED COMPENSATION AGREEMENT
FOR DANIEL A. SERGE

THIS EMPLOYMENT AND DEFERRED COMPENSATION AGREEMENT (this "Agreement"), is made and entered into this 1st day of January, 1998, to be effective as of January 1, 1998, and is by and between R.H. WINE & CO., INC., an Illinois corporation ("Wine"), and DANIEL A. SERGE, an individual who currently resides in the State of Illinois ("Employee");

WHEREAS, on the terms and subject to the conditions contained in this Agreement, Wine desires to employ Employee, and Employee desires to accept such employment;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

Section I. Employment; Duties

1.1 Employment; Warranty. Wine hereby employs Employee in its Insurance Agency and Brokerage Business, in the capacity as its President, and Employee hereby accepts such employment and agrees to devote Employee's full business time and best efforts to fulfilling the duties described herein. Employee warrants that he will not, so long as he is employed by Wine, be employed by anyone else unless Wine's written permission is first obtained. Employee further warrants to Wine that the entering into and performance of this Agreement by Employee does not require the consent of any third party and does not violate any provisions of or result in any breach of any agreement or obligation to which Employee is a party or is subject. Employee further warrants that he will not bring or use in the performance of his duties with Wine any proprietary or confidential information, whether or not in writing, of any former employer without that employer's written authorization. Further, the Employee agrees not to disclose to Wine in the course of Employee's employment with Wine any trade secrets of any former employer.

1.2 Duties. In connection with his employment, Employee agrees to perform such work as may be assigned to him from time to time by the Board of Directors of Wine.

Section 2. Term.

The employment of the Employee hereunder shall commence on January 1, 1998 and shall continue thereafter on a year to year basis. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY AT WILL BY GIVING THIRTY (30) DAYS ADVANCE WRITTEN

NOTICE TO THE OTHER PARTY. This Agreement shall also automatically terminate upon Employee's death, disability or revocation of State of Illinois Department of Insurance Producers License. Termination of this Agreement by reason of Employee's disability shall not terminate Employee's benefits under the disability insurance program if one is then in effect for Wine's employees. In the event that Employee's employment hereunder is terminated, Wine shall have no further obligation to make any payments to Employee except for any payments that had accrued under any part of Sections 3 or 4 prior to the date of such termination of employment but were unpaid prior to that date, and which are not subject to payment withholding pursuant to Section 7 of this Agreement.

Section 3. Compensation.

3.1 Base Salary. Employee shall be paid at the annual rate of \$200,000 gross before deductions, payable in 26 equal installments (except for any period of less than one pay period, in which case it shall be prorated). Any such amounts shall be subject to Wine's withholding practices in effect from time to time. Such base salary shall be reviewed annually and adjusted as the Board of Directors of Wine deems appropriate.

3.2 Other Compensation. The Employee and the Board of Directors of Wine shall meet each year prior to the anniversary date of this Agreement in order to establish targets and goals for Wine for the ensuing year. At such meeting, the Board of Directors of Wine and the Employee shall also determine which targets, goals, and objectives of Wine, if obtained, would result in additional compensation to the Employee. It is the intent of the Board of Directors of Wine and the Employee to establish such criterion in various aspects of the business of Wine in order to allow the Employee to obtain additional compensation if the goals are obtained. The criterion established by the Board of Directors and the Employee shall be memorialized in writing for each applicable year, and shall become part of and attached to this Agreement.

3.3 Vacation and Fringe Benefits; Expense Account. Employee shall be entitled to receive vacation time and fringe benefits and shall have an expense account in accordance with the standard policies and practices of Wine in effect from time to time.

Section 4. Deferred Compensation Payments.

4.1 Establishment. As an inducement for the Employee's Agreement to be employed by Wine, Wine has agreed to establish a deferred compensation benefit for the Employee. The amount of such deferred compensation is One Hundred and Ninety One Thousand and Three Hundred and Forty Four Dollars (\$191,344), and may, at the discretion of the Board of Directors of Wine, be increased from time to time based upon the Board of Director's evaluation of the Employee, and his contributions to the success of Wine.

4.2 Payment of Deferred Compensation. Any amount of deferred compensation due to the Employee shall be paid in 120 equal monthly installments, without interest, unless a shorter period of time is mutually agreeable to both the Board of Directors and the Employee. Said payments shall commence four months after the Employee's voluntary or involuntary separation of service from Wine, subject to the vesting provision of Section 4.3 below.

4.3 Vesting Schedule

(a) Of the initial One Hundred and Ninety One Thousand and Three Hundred and Forty Four Dollars (\$191,344) deferred compensation amount, One Hundred and Twenty Thousand and One Hundred and Fifty Four Dollars (\$120,154) shall be considered as one hundred percent (100%) vested. The balance of the initial deferred compensation amount, or Seventy One Thousand and One Hundred and Ninety Dollars (\$71,190), shall be initially 100% vested but shall be subject to the vesting schedule hereinafter set forth if Employee voluntarily terminates employment under Section 2 of this agreement.

(b) Any additional amounts of deferred compensation awarded to the Employee from time to time by the Wine's Board of Directors, shall be subject to a discount in the event the Employee's separation of service from the Wine occurs prior to the Employee's obtainment of age 55. The applicable vesting and discount shall be as follows:

<u>Age</u>	<u>Vested Amount</u>
43	40%
44	45%
45	50%
46	55%
47	60%
48	65%
49	70%
50	75%
51	80%
52	85%
53	90%
54	95%
55	100%

4.4 Death or Permanent Disability.

Subsequent death or permanent disability shall not disqualify the Employee's estate or successors from receiving the remaining amount due of such deferred compensation. All payments due under this agreement for deferred compensation shall become immediately 100% vested upon death or permanent disability.

4.5 Taxability. The Employee further recognizes that any deferred compensation payments made to him will be considered as ordinary income to the Employee when received.

Section 5. Employee Covenants.

Employee covenants and agrees with Wine that Wine has established valuable good will through its prior years of service in its community, and that its relationship with its current clients is near permanent. Employee thus covenants and agrees with Wine that, except as expressly approved (which approval shall not be unreasonably withheld) by the Board of Directors of Wine, from and after the date of this Agreement until three (3) years after the date the employment of Employee by Wine terminates for any reason (such termination date being referred to herein as the "Ending Date"), Employee, and Employee's Affiliates, shall not directly or indirectly:

(a) except as an officer or employee of Wine (or any successor corporation into which it may be merged or consolidated), engage in, control, advise, manage, serve as a director, officer, or employee of, as a consultant to, receive any economic benefit from, have any financial interest in (except investment in not more than one percent (1%) of any class of securities of any publicly traded company) or exert any influence upon, any business which conducts activities in the Territory (as hereinafter defined) similar to those conducted by Wine (or any successor corporation into which Wine may be merged or consolidated), provided that this restriction shall not apply to any activity in connection with a business that does not actually or potentially compete with the activities of Wine (or any successor corporation into which Wine may be merged or consolidated). For purposes of this Section 5, the term "conducts activities" shall include any business which is either located within the Territory, and conducts business within the Territory, or is located outside of the Territory, and seeks business within the Territory;

(b) except in connection with any duties as an officer or employee of Wine (or any successor corporation into which they may be merged or consolidated), solicit, divert or attempt to solicit or divert any party who is, was, or was solicited to become, a client of Wine (hereinafter "Client") at any time prior to the Ending Date, regardless of whether or not a Client is located within the Territory or otherwise, provided that this restriction shall not apply to any activity on behalf of a business that does not actually or potentially compete with the activities of Wine (or any successor corporation in which Wine may be merged or consolidated); and provided further that if the Employee does not become affiliated in any manner with any competing business (including newly formed businesses) which are located within the Territory, the Employee may service Clients of Wine by the payment of the buy-out amount set forth in Section 7 of this Agreement;

(c) employ, solicit for employment or encourage to leave their employment, in each case, either as an employee, agent or representative, any person who was an employee, agent, or representative of Wine within two (2) years prior to the Ending Date the employment of the Employee terminates, or solicit or encourage any current officer, employee, agent or representative of Wine (or any successor

corporation in to which Wine may be merged or consolidated);

(d) avail himself of or invest in any business opportunity which is related to the activities conducted by Wine (or any successor corporation into which Wine may be merged or consolidated), and which came to his attention prior to the Ending Date;

(e) disturb, or attempt to disturb, any business relationship between any third party and Wine (or any successor corporation into which Wine may be merged or consolidated); or

(f) make any statement to any third party, including the press or media, likely to result in adverse publicity for Wine (or any successor corporation into which Wine may be merged or consolidated).

Section 7. Certain Payments and Remedies.

Section 6. Confidentiality.

(a) Employee shall not, and shall cause his Affiliates not to, directly or indirectly, (i) disclose, or (ii) use for his or their own benefit, or for the benefit of any other person or entity (other than Wine), any Confidential Information. For this purpose, the term "Confidential Information" means all information and trade secrets concerning any aspect of the business of Wine, including, but not limited to, client lists, policy expiration dates, policy terms, conditions and rates, familiarity with client's risk characteristics and information concerning the insurance markets for particular risks, any other buying habits, supplier information, research and development projects, software development, records, computer programs, computer stored information, computer disk and other media, files, drawings, sketches, blueprints, manuals, letters, notes, notebooks, reports, memoranda, and other data of or pertaining to Wine or to any affiliate of Wine, their respective businesses or financial affairs, or their products which are not a matter of public knowledge. Employee agrees that upon termination of his employment for any reason and upon the request of Wine, he will immediately deliver to Wine all papers, books, manuals, lists, software, drawings, computerized data or programs, devices, models, trade secrets, marketing information, data, specifications, inventions, processes, correspondence and documents containing or relating to Confidential Information, together with all copies thereof, other than such materials as shall be necessary to permit Employee to prepare his tax returns. Employee further agrees not to keep any copies or extracts of any of the foregoing.

(b) Employee further agrees to obtain the written consent of Wine prior to any publication, oral or written, of any information regarding any aspect of Wine's business, customers, suppliers, employees, shareholders, directors or officers. Employee acknowledges and agrees, that Wine shall have the sole discretion whether and to the extent such information may be published, and that Wine may exercise its right regarding said pre-publication approval or disapproval without any liability whatsoever to the Employee.

(a) In the event Employee or any Affiliate of Employee engages in any activity prohibited by Sections 5 and 6 above, Employee shall refund to Wine any insurance commissions or fees otherwise received from its performance of the prohibited activity. If the employee has the right to receive payments upon separation, such payments may be withheld until the former employee ceases the violation or compensates Wine (or its successor) for such violation as discussed in the following paragraph.

(b) In the event the Employee does, within three (3) years of the Ending Date, become affiliated in any manner with any competing business (including newly formed businesses) which are located within or outside of the Territory, then the Employee may, at his option, elect to service Clients of Wine by the payment to Wine of a buy-out fee equal to the gross revenues received from that Client by Wine for the two (2) years prior to the date that Client commences to be serviced by the Employee. The amount of such buy-out payment shall be due and payable by the Employee to Wine immediately upon the Employee's commencement of services on behalf of that Client.

(c) Employee has reviewed the provisions of Sections 4, 5 and 6 above with his advisors, and he acknowledges that Wine would be irreparably injured by a violation of such Sections. Employee agrees that Wine, in addition to any other remedies available to it for such breach or threatened breach, shall be entitled to a preliminary injunction, temporary restraining order, or other equivalent relief, restraining Employee from any actual or threatened breach of any provisions of Sections 4, 5 and 6 above. If a bond is required to be posted in order for Wine to secure an injunction or other equitable remedy, the parties agree that said bond need not exceed a nominal sum.

Section 11. Miscellaneous.

Section 8. Severance.

If at any time any of the provisions of Sections 4, 5, 6, 7, or 9 shall be determined to be invalid or unenforceable by reason of being vague or unreasonable as to duration, area, scope of activity or otherwise, then such Section(s) shall be considered divisible (with the other provisions to remain in full force and effect), and the invalid or unenforceable provisions shall become and be deemed to be immediately amended to include only such time, area, scope of activity and other restrictions, as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter, and Employee expressly agrees that this Agreement, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

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As used in Sections 5, 6, 7, and 8 above, the term "directly or indirectly" shall include acts or omissions as proprietor, partner, joint venturer, employer, salesman, agent, representative, employee, officer, director, lender to or consultant for, or owner of any equity or other interest in, any person or entity; the term "Territory" shall mean a fifty (50) mile radius from any of Wine's offices (or any successor corporation in which Wine may be merged or consolidated); and provided further that the term "Affiliate" includes (i) any member of Employee's immediate family and/or (ii) any person or entity which Employee or any affiliate of Employee controls and/or owns, directly, or indirectly, an equity or similar interest of one percent (1%) or more.

Section 10. Inventions and Patents.

Any and all improvements, inventions, discoveries, formulas, processes, or methods conceived or made by the Employee during the Employee's employment with Wine, whether or not patentable, shall be considered the sole and exclusive property of Wine without any payment or compensation to the Employee. Employee agrees, whenever requested to do so by Wine, and at Wine's expense, to execute and sign any and all documents, including applications for Letters Patent and Copyrights, and do all other things which Wine may deem necessary or appropriate in order to enforce this provision and protect its interest.

11.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Employee, his executor, administrator, his personal representatives, heirs, and assigns, and upon Wine, and its successors and assigns; provided, however, that Employee may not assign or delegate any of his rights or obligations hereunder without Wine's written pre-approval.

11.2 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Illinois.

11.3 Invalid Provisions. Except as otherwise provided for in section 8, the parties agree that neither the invalidity nor the unenforceability of any provision of this Agreement shall affect the other provisions hereof, and this Agreement shall remain in full force and effect and be construed in all respects as if such invalid or unenforceable provision were omitted.

11.4 Headings and Gender. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Further, any references to a specific gender shall include reference to the appropriate gender where necessary.

11.5 Notices. All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or on the third day after depositing notice in the United States mail, first class, registered, return receipt requested, with proper postage prepaid to each party's last known address. Notice shall also be effective on the date of proper facsimile transfer during normal business hours, and if transmitted other than the recipient's normal business hours, then such Notice shall be effective on the next business day.

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11.7 Nonalienation. The interests of the Employee under this Agreement are not subject to the claims of his creditors, other than Wine, and may not otherwise be voluntarily or involuntarily assigned, alienated, or encumbered.


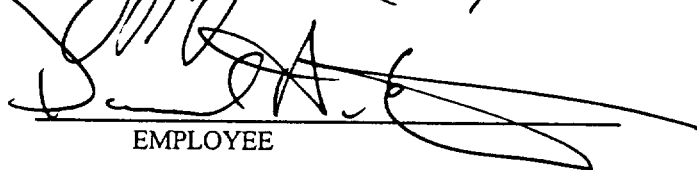
11.8 Waiver. The failure of either party hereto in any one or more instances to insist upon the performance of any of the terms or conditions of this Agreement, or to exercise any rights or privileges conferred in this Agreement, or the waiver of any breach of any of the terms, covenants, or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or privileges, and the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11.9 Expenses of Enforcement. Costs of any enforcement action hereunder shall be borne in such manner as the judge or arbitrator, as the case may be, may direct and otherwise each party shall bear their respective costs and expenses.

11.10 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement and is the complete and exclusive statement thereof. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

R.H. WINE & CO., INC., an Illinois corporation

By:  (SUC) _____
 _____
EMPLOYEE

CERTIFIED

P 209 650 358

MAIL

A MEMBER OF SIKICH GROUP, LLC

DNER & CO. LLP

CG ACCOUNTANTS

7 W. DOWNER PLACE

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