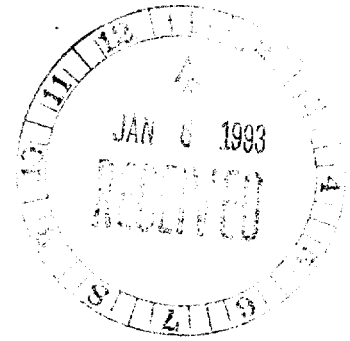




2520005097628



Pension and Welfare Benefits Administration
P.O. Box 75212
Washington, D.C. 20013-5212

RE: Top-Hat Plans

This statement is being filed pursuant to Department of Labor regulations 2520.104-23 and the relief provided under the notice printed in the Federal Register of Friday, July 24, 1992, on pages 33019 to 33021.

Rather than filing Forms 5500, we are electing the alternative method of compliance with the reporting and disclosure requirements of Part I of Title I of ERISA for unfunded pension plans maintained for a select group of management employees as set out in the Department of Labor regulations 2520.104-23. The required information is as follows:

<u>Name of Employer:</u>	Lyon & Healy Harps Inc.
<u>Address:</u>	168 North Ogden Avenue Chicago, IL 60607
<u>EIN:</u>	36-1413810
<u>Purpose of Plans:</u>	To provide retirement or disability benefits to key employees
<u>Number of Plans:</u>	1
<u>Number of Employees in the Plan:</u>	2
<u>Copy of Plan:</u>	Attached

Pursuant to the relief provided in a notice printed in the Federal Register of July 24, 1992, I am enclosing a check for \$1,000. This will relieve us of filing past and future Forms 5500 for this plan.

If additional information is required, please contact Janet Harrell at the address on the letterhead or telephone her at (312) 786-1881.

Very truly yours,

Janet Harrell

20,491

Harrell.cnb

L Y O N & H E A L Y

168 NORTH OGDEN AVENUE CHICAGO ILLINOIS 60607 312 786 1881

VENDOR:

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
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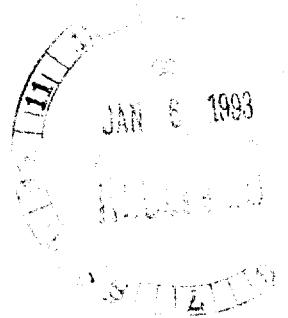
Top Hats Filing Fee

7855-890

\$1000.00

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7

DEFERRED COMPENSATION AGREEMENT



THIS AGREEMENT made this 19th day of January, 1971,
by and between LYON & HEALY, INC., an Illinois corporation
(herein referred to as the Company), and R. GREGORY DURHAM
(herein referred to as Employee),

W I T N E S S E T H:

1. Employee has agreed to remain in the employ of the Company until he reaches age 65, that is, November 24, 1977 (or until his death or disability before that date), and for such further period as may be agreed upon between the parties. Employee is to serve in the capacity of president (or such other capacity as may be determined by the board of directors), and is to perform the duties of such office and such other duties as may from time to time be assigned to him by the board of directors.

2. So long as his employment continues, Employee is to receive compensation for his services at the rate he is now receiving or such other reasonable rate as may be determined from time to time by the board of directors.

3. As further compensation for said services, the Company agrees that if Employee remains in its employ until

November 24, 1977 (or until his death or disability before that date), or if he should be discharged without cause before that date, the Company will make the following payments to him or his estate (subject to adjustment as provided in paragraph 7):

(a) If Employee remains in the Company's employ until November 24, 1977, or later, the Company will pay him a pension of \$625 per month, beginning on the first day of the month following the termination of his service (whether at age 65 or thereafter) and continuing during his life.

(b) If Employee should become disabled while in the service of the Company and before November 24, 1977, or should be discharged without cause before that date, the Company will pay him a monthly pension beginning on the first day of the month following his 65th birthday (that is, on December 1, 1977) and continuing during his life, in an amount equal to \$100 times the number of completed calendar years of his service after the year 1970. (By mutual agreement this might, when the time comes, be converted into a smaller pension beginning at an earlier date than 1977 and representing the "actuarial equivalent" of the pension

above described.)

(c) If Employee should die while in the service of the Company and before November 24, 1977, the Company will pay his estate a death benefit equal to \$8,000 times the number of completed calendar years of his service after the year 1970, the amount of such benefit to be paid in installments over a period of not more than ten years.

4. "Disability", as herein used, means physical or mental inability to carry out the duties of the Employee's employment, as determined by the board of directors of the Company; and "cause", as herein used, shall mean fraud, dishonesty, insubordination, or serious neglect of duties.

5. It is understood that if Employee should voluntarily terminate his service (other than because of disability), or should be discharged for cause, before November 24, 1977, this agreement shall terminate, and no payments shall become due under it; also that if Employee should die after November 24, 1977, and while still in the service of the Company he will receive neither a pension under paragraph 3(a) or 3(b), nor a death benefit under 3(c).

6. It is also understood that after Employee's retire-

ment —

(a) He will not, without the Company's consent, become connected in any way with any business that competes with the Company anywhere in the state of Illinois or in the counties in and bounded on the north by the north line of the state of Indiana, or in the counties in and bounded on the south by the south line of the state of Wisconsin.

(b) He will not knowingly engage in any activity or disclose any information that is detrimental to the best interests of the Company.

In the event of a default on Employee's part in meeting these conditions, or any of them, any payments otherwise due or to become due to him hereunder may, at the Company's option, be suspended or cancelled for the period in which such default exists; or if the default is material and intentional and continues after thirty days' notice to Employee that the Company so considers it, this agreement may be terminated by the Company, in which case no further payments hereunder will be made either to Employee or to his estate.

7. It is further understood that if the Company should hereafter adopt any pension, profit sharing, or other similar

plan, the benefits payable to Employee or his beneficiaries under such plan (or the actuarial value thereof) shall be credited against and reduce the amounts payable to him under paragraphs 3(a) and 3(b) of this agreement; also, that the death benefit payable to Employee under paragraph 3(c) shall be reduced by the amount of any life insurance (other than the first \$1000 of group insurance) that might be carried by the Company on his life and be payable to his estate or beneficiaries.

8. This agreement may be modified or terminated at any time by an instrument in writing signed by Employee and the Company - without the concurrence of any third person.

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

LYON & HEALY, INC.

ATTEST:

Raymond E. Sheehan
Secretary

By Paul E. Baker
FINANCIAL Vice President

R. C. [Signature] [SEAL]
Employee

LYON & HEALY, Inc.
243 S. Wabash Ave.
Chicago 4, Illinois

COPY

January 23, 1968

Mr. Paul E. Baker
3510 Elmwood
Wilmette, Illinois

Dear Paul:

This will serve as a memorandum of our agreement regarding your services and compensation.

- 1. You have agreed to remain in the employ of our company until you reach age 65, that is, until December 20, 1975 (or until your death or disability before that date), and for such further period as may be agreed upon between us. You are to serve in the capacity of vice president (or such other capacity as may be determined by the board of directors), and re to perform the duties of such office and such other duties as may from time to time be assigned to you by the board of directors.**
- 2. So long as your employment continues, you are to receive compensation for your services at the rate you are now receiving or such other reasonable rate as may be determined from time to time by the board of directors.**
- 3. As further compensation for said services, we agree that if you remain in our employ until December 20, 1975 (or until your death or disability before that date), or if you should be discharged without cause before that date, we will make the following payments to you or your estate (subject to adjustment as provided in paragraph 7):**
 - (a) If you remain in our employ until December 20, 1975, or later, we will pay you a pension of \$300 a month, beginning on the first day of the month following the termination of your services (whether at age 65 or thereafter) and continuing during your life.**
 - (b) If you should become disabled while in the service of the company and before December 20, 1975, or should be discharged without cause before that date, we will pay you a monthly pension beginning on the first day of the month following your 65th birthday (that is, January 1, 1976) and continuing during your life, in an amount equal to \$37.50 times the number of completed calendar years of your service after**

Mr. Paul E. Baker

January 23, 1968

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the year 1967. (By mutual agreement this might, when the time comes, be converted into a smaller pension beginning at an earlier date than 1975 and representing the "actuarial equivalent" of the pension above described.)

(c) If you should die while in the service of the company and before December 20, 1975, we will pay your estate a death benefit equal to \$2,500 times the number of completed calendar years of your service after the year 1967, the amount of such benefit to be paid on instalments over a period of not more than ten years.

4. "Disability," as herein used, means physical or mental inability to carry out the duties of your employment, as determined by the board of directors of our company; and "cause," as herein used, shall mean fraud, dishonesty, insubordination, or serious neglect of duties.

5. It is understood that if you should voluntarily terminate your service (other than because of disability), or should be discharged for cause, before December 20, 1975, this agreement shall terminate, and no payments shall become due under it; also that if you should die after December 20, 1975 and while still in the services of the company you will receive neither a pension under paragraph 3 (a) or 3 (b), nor a death benefit under 3 (c).

6. It is also understood that after your retirement --

(a) You will not, without our consent, become connected in any way with any business that competes with our company anywhere in the state of Illinois or in the counties in and bounded on the north by the north line of the state of Indiana, or in the counties in and bounded on the south by the south line of the state of Wisconsin.

(b) You will not knowingly engage in any activity or disclose any information that is detrimental to the best interests of our company.

In the event of a default on your part in meeting these conditions, or any of them, any payments otherwise due or to become due to you hereunder may, at our option, be suspended or cancelled for the period in which such default exists; or if the default is material and intentional and continues after thirty days' notice to you that we so consider it, this agreement may be terminated by us, in which case no further payments hereunder will be made either to you or to your estate.

7. It is further understood that if the company should hereafter adopt any pension, profit sharing, or other similar plan, the benefits payable to you

Mr. Paul E. Baker

January 23, 1968

Page 3

or your beneficiaries under such plan (or the actuarial value thereof) shall be credited against and reduce the amounts payable to you under paragraphs 3 (a) and 3 (b) of this agreement; also, that the death benefit payable to you under paragraph 3 (c) shall be reduced by the amount of any life insurance (other than the first \$1000 of group insurance) that might be carried by the company on your life and be payable to your estate or beneficiaries.

8. This agreement may be modified or terminated at any time by an instrument in writing signed by you and us -- without the concurrence of any third person.

If the above is in accord with your understanding, please endorse your acceptance on a copy of this letter and return to us.

Yours truly,

LYON & HEALY, INC.

By R. Greary Dubau
President

Accepted and agreed to
this 23rd day of
January, 1968.

Paul E. Baker

