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WRIGHT & MCGILL CO. / 4245 E. 46TH AVE. / DENVER, CO 80216-0011 U.S.A. / 303-321-1481 / FAX: 303-321-4750

November 12, 2002

Office of Employee Benefit Security
Labor-Management Services Administration
U.S. Department of Labor
Washington, D.C. 20216

Re: Deferred Compensation Plan of Wright & McGill Co. (the "Plan")

Dear Sir or Madam:

Pursuant to Department of Labor Regulations 29 CFR §2520.104-23, Wright & McGill Co. ("Employer") provides the following information in compliance with the alternative method of reporting and disclosure under §110 of Title 1 of the Employee Retirement Income Security Act of 1974 for unfunded plans maintained for a select group of management or highly compensated employees:

1. Name and address of Employer:

Wright & McGill Co.
4245 East 46th Avenue
Denver, CO 80216

2. Employer Identification Number: 84-0357930.
3. The Employer maintains the Plan primarily to provide supplemental income benefits for a select group of management or highly compensated employees.

4. Number of Plan Number of Participants

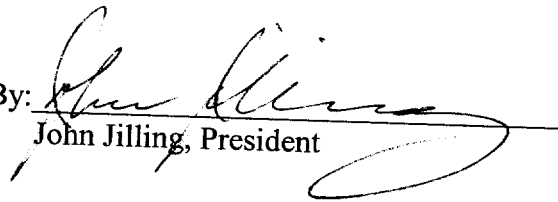
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5. Enclosed is a copy of the Plan and a copy of the resolution of the Employer adopting the plan, in order to demonstrate that this statement was sent to the U.S. Department of Labor within 120 days of the date of adoption of the Plan.

Sincerely,

Wright & McGill Co.

By: 
John Jilling, President

**DEFERRED COMPENSATION PLAN
OF
WRIGHT & MCGILL CO.**

WRIGHT & MCGILL CO., a Colorado corporation, (the "Company") hereby adopts the Deferred Compensation Plan of Wright & McGill Co. (the "Plan") effective as of the 1st day of January, 2002 (the "Effective Date"). The Company intends to provide, under this Plan, certain of its key management employees with benefits upon retirement, death, disability or other termination of employment, for the purpose of promoting in its key management employees the strongest interest in the successful operation of the Company and to induce such employees to remain in the employ of the Company.

ARTICLE I

Definitions

- 1.01 Administrative Committee shall mean the committee appointed pursuant to Article VI of the Plan.
- 1.02 Adoption Agreement shall mean an application for participation in the Plan, execution of which by an eligible employee is required under Article II for Plan participation.
- 1.03 Beneficiary shall mean any person, persons or entities designated by a Participant to receive benefits hereunder upon the death of such Participant.
- 1.04 Change of Control shall mean the acquisition of beneficial ownership, after the Effective Date, directly or indirectly, of more than fifty percent (50%) of the voting power of the outstanding common stock of the Company, by any person, group, association, corporation or other entity. The transfer of ownership by any shareholder of Company for estate planning purposes to the members of the shareholder's family or to any entity owned by such shareholder or family, shall not be considered a transfer of Change of Control for purposes of this paragraph.

1.05 Company shall mean Wright & McGill Co., a Colorado corporation and all subsidiaries in which it owns, directly or indirectly, at least eighty percent (80%) of the voting power of the outstanding common stock of such subsidiaries. Employees of such subsidiaries are eligible to become a Participant in the Plan.

1.06 Compensation shall mean the amount of all payments made by the Company to a Participant for services rendered to the Company, calculated on an annual basis. Compensation shall not include bonuses, commission and overtime pay, Participant expense reimbursements, director's fees, payments made by the Company for group insurance, hospitalization and similar Participant benefits and contributions made by the Company under this Plan or any other employee benefit plan maintained by the Company. Compensation shall be calculated by determining the Participant's highest Plan Year compensation for the three (3) Plan Years immediately preceding the year in which Termination of Employment occurs.

1.07 Disability shall mean "disability" as defined in any disability income insurance policy or policies on the life of the Participant which are carried by the Company ("Disability Policies"). If no such Disability Policies are in effect, the terms "disabled" and "disability" shall mean a Participant's inability to perform his or her normal duties for the Company for a period of at least six (6) months. The Participant shall notify the Company in writing as to the Participant's inability to perform his or her normal duties for the Company or the Company shall so notify the Participant. If the Company and the Participant cannot agree within thirty (30) days after receipt of notice of disability as to the existence of disability, the determination shall be made by two physicians, one designated by the Company and one by the Participant. If these two physicians cannot agree, they shall appoint a third physician and the determination of the majority shall be

conclusive and binding on the Company and the Participant. All costs so incurred shall be borne equally by the Company and such Participant.

1.08 Hours of Service shall mean each hour of service for which the Company, either directly or indirectly, pays a Participant, or for which the Participant is entitled to payment, for the performance of duties. The Administrative Committee shall credit Hours of Service under this section to the Participant for the computation period in which the Participant performs the duties, irrespective of when paid.

1.09 Normal Retirement Age shall mean age 65.

1.10 Normal Retirement Date shall mean retirement from service with the Company which becomes effective on the first day of the calendar month following the month in which a Participant attains the normal retirement age or such later date as the Participant actually retires.

1.11 Participant shall mean a Selected Employee of the Company who has completed an Adoption Agreement.

1.12 Plan Year shall mean the twelve-month period on which the Plan records are kept, which shall begin on January 1 and end on December 31 of the same year.

1.13 Selected Employee shall mean key employees of the Company who are designated as a Selected Employee by the Administrative Committee. A person designated as an Selected Employee shall remain so until such designation is revoked by the Administrative Committee, in its sole discretion.

1.14 Service Commencement Date shall mean the date of the employment event designated in the Participant's Adoption Agreement.

1.15 Termination of Employment shall mean the Participant's ceasing to be employed by the Company for any reason whatsoever, voluntary or involuntary, including by reason of death or

Disability.

1.16 Year of Service shall mean a twelve (12) consecutive month period beginning on a Participant's Service Commencement Date and each anniversary thereof during which the Participant earns at least one thousand (1,000) Hours of Service with the Company.

ARTICLE II

Eligibility and Participation

2.01 Participation. From time to time the Administrative Committee, in its sole discretion, may designate those Selected Employees to whom the opportunity to participate in this Plan shall be extended. Participants covered under this Plan are considered a select group of management or highly compensated employees.

2.02 Enrollment Requirements. Employees who have been selected by the Administrative Committee to participate in this Plan shall enroll in the Plan by (a) entering into an Adoption Agreement with the Company, which shall specify the amount and type of benefit under this Plan that will be provided for such employee, and (b) completing such other forms and furnishing such other information as the Company may reasonably require.

2.03 Enrollment Time Period. An employee must execute the Adoption Agreement within thirty (30) days after the Plan's adoption by the Company or within thirty (30) day after the employee has been selected to participate in the Plan. Otherwise, the Adoption Agreement must be executed before the first day of the Plan Year in which the Agreement is to be effective.

ARTICLE III

Contributions

3.01 Company Contributions. All benefits payable under this Plan shall be paid as they become due and payable by the Company out of its general assets. In the event the Company, in its

sole discretion, decides to fund all or any part of the benefits payable under this Plan with contributions to a separate fund, the Company shall maintain separate accounts for each Participant to which such contributions are allocated. Nothing contained in this Plan shall be deemed to create a trust of any kind for the benefit of the Participants or create any fiduciary relationship between the Company and the Participants or their Beneficiaries. To the extent that any person acquires a right to receive benefits under this Plan, such rights shall be no greater than the right of any unsecured general creditor of the Company.

3.02 Life Insurance and Funding. The Company's obligation under this Plan shall be an unfunded and unsecured promise to pay. The Company shall not be required to fund its obligations, but the Company in its sole discretion may apply for and own for its own benefit, insurance on the life of a Participant in such amounts and in such forms as the Company may choose. The Participant shall have no interest whatsoever in any such policy or policies, but at the request of the Company shall submit to medical examinations and shall accurately and truthfully supply such information and execute such documents as may be required by the insurance company or companies to whom the Company has applied for insurance. The Company shall be under no obligation to provide the benefits in Article IV and/or Article V of this Plan if the Participant fails to comply with these provisions. Any insurance policy acquired by or held by the Company in connection with the liabilities assumed by it pursuant to the Plan shall not be deemed to be held under any trust for the benefit of the Participant, the Participant's Beneficiary or estate, or to be security for the performance of the obligations of the Company but shall be, and remain, a general, unpledged and unrestricted asset of the Company.

3.03 Forfeiture on Account of Misconduct. Notwithstanding any other provision of the Plan, the Administrative Committee, at the direction of the Board of Directors of the Company,

shall direct that all Company contributions on behalf of a Participant be forfeited to the extent of any direct financial loss to the Company that the Board of Directors of the Company determines has been caused by such Participant's embezzlement, theft, conviction of any felony crime or other gross misconduct.

ARTICLE IV

Supplemental Retirement Income Benefits

4.01 Benefits Upon Normal Retirement. Upon a Participant's Termination of Employment on or after attaining Normal Retirement Age, the Company shall pay to the Participant the compensation specified in the Adoption Agreement, as compensation for services rendered prior to such date.

4.02 Benefits Upon Other Termination of Employment. Upon a Participant's Termination of Employment for reasons other than Normal Retirement, the Participant shall be paid benefits as specified in the Adoption Agreement.

ARTICLE V

Survivorship Benefits

5.01 Survivor Benefits Prior to Commencement of Normal Retirement Benefits. If a Participant dies prior to commencement of the normal retirement benefit payments under the Plan, the Participant's spouse shall be entitled to certain survivor benefits provided such benefits are specified in the Adoption Agreement.

5.02 Survivor Benefits After Commencement of Normal Retirement Benefits. If a Participant dies after normal retirement benefit payments have commenced, but prior to receiving all of the scheduled monthly payments, the Company shall pay benefits to the Participant's spouse as specified in the Adoption Agreement.

ARTICLE VI

Administration

6.01 Administrative Committee. The Plan shall be administered by the Administrative Committee in accordance with its terms and purposes. The Board of Directors of the Company shall appoint the Administrative Committee, which shall consist of three (3) or more persons to act on behalf of the Company. Interpretation by the Administrative Committee shall be final and binding upon a Participant. The Administrative Committee shall select the participating Selected Employees and determine the assumptions to be used in computing benefits under the Plan. The Administrative Committee may adopt rules and regulations relating to the Plan as it may deem necessary or advisable for the administration of the Plan.

6.02 Claims Procedure.

(a) All claims shall be filed in writing by the Participant, his or her Beneficiary or the authorized representative of the claimant, by completing such procedures as the Administrative Committee shall require. Such procedures shall be reasonable and may include the completion of forms and the submission of documents and additional information.

(b) If a claim is denied, notice of denial shall be furnished in writing by the Administrative Committee to the claimant within ninety (90) days after the receipt of the claim by the Administrative Committee, unless special circumstances require an extension of time for processing the claim, in which event notification of the extension shall be provided to the Participant or Beneficiary and the extension shall not exceed ninety days.

(c) The Administrative Committee shall provide adequate notice, in writing, to any claimant whose claim has been denied, setting forth the specific reasons for such denial, specific reference to pertinent Plan provisions, a description of any additional material or

information necessary for the claimant to perfect his or her claim and an explanation of why such material or information is necessary, all written in a manner calculated to be understood by the claimant. Such notice shall include appropriate information as to the steps to be taken if the claimant wishes to submit his or her claim for review. The claimant or the claimant's authorized representative must request such review within the reasonable period of time prescribed by the Administrative Committee. In no event shall such period of time be less than 60 days. A decision on review shall be made not later than 60 days after the Company's receipt of the request for review. If special circumstances require a further extension of time for processing, a decision shall be rendered not later than 120 days following the Company's receipt of the request for review. If such an extension of time for review is required, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The decision on review shall be furnished to the claimant. Such decision shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based.

ARTICLE VII

Miscellaneous

7.01 Employment Not Guaranteed by Plan. Neither the Plan nor any action taken hereunder shall be construed as giving a Participant the right to be retained as a Selected Employee or as an employee of the Company for any period.

7.02 Amendment and Termination. The Board of Directors of the Company may, at any time, amend or terminate the Plan, provided that the Board may not reduce or modify any benefit being paid to a Participant or his or her spouse as a result of the death of such Participant prior to such amendment or termination.

7.03 Assignment of Benefits. No Participant or Beneficiary shall have the right to assign, transfer, hypothecate, encumber or anticipate his or her interest in any benefits under this Plan, nor shall the benefits under this Plan be subject to any legal process to levy upon or attach the benefits for payment of any claim against the Participant or his or her Beneficiary. In the event of any attempted assignment or transfer, the Company shall have no further liability hereunder.

7.04 Disposition of Unclaimed Payments. Each Participant must file with the Company from time to time in writing his or her post office address and each change of post office address. The communication, statement or notice addressed to a Participant at the last post office address filed with the Company, or if no address is filed with the Company, then at the last post office address as shown on the Company records, will be binding upon Participant and his or her spouse for all purposes of the Plan. The Company shall not be required to search for or locate a Participant or his or her Beneficiary.

7.05 Taxes. The Company shall deduct from all payments made hereunder all applicable federal or state taxes required by law to be withheld from such payments.

7.06 Governing Law. This Plan is intended to constitute an unfunded Plan for a select group of management or highly compensated employees and rights hereunder shall be governed by the laws of the State of Colorado.

7.07 Form of Communication. Any election, application, claim, notice or other communication required or permitted to be made by a Participant to the Administrative Committee shall be made in writing and in such form as the Administrative Committee shall prescribe. Such communication shall be effective upon mailing, if sent by first class mail, postage pre-paid, and addressed to the Company's offices at 4245 East 46th Avenue, Denver, CO 80216.

7.08 Severability. The invalidity of any portion of this Plan shall not invalidate the

remainder thereof, and said remainder shall continue in full force and effect.

7.09 Binding Agreement. The provisions of this Plan shall be binding upon the Participant and the Company and their successors, assigns, heirs, executors and Beneficiaries.

ADOPTED pursuant to resolution of the Board of Directors of the Company on the 15th day of October, 2002.

COMPANY:

WRIGHT & MCGILL CO.

By: [Signature]
Chairman

ATTEST:

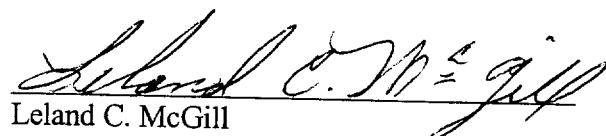
Wm. A. Miller
Secretary

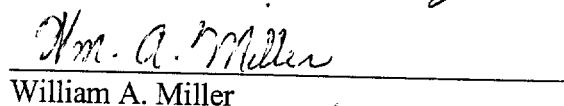
**MINUTES OF ACTION
OF
DIRECTORS
OF
WRIGHT & MCGILL CO.**

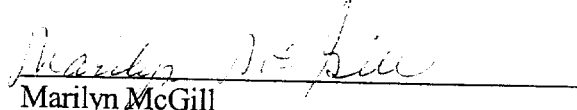
Pursuant to the Colorado Business Corporation Act, Colorado Revised Statutes Section 7-108-202, the undersigned, being all of the directors of Wright & McGill Co., a Colorado corporation (the "Company"), hereby consent to and take the following actions without a meeting:

1. The Company hereby adopts the Deferred Compensation Plan of Wright & McGill Co. (the "Plan"), effective as of the 1st day of January, 2002. The appropriate officers of the Company are authorized and directed to execute all necessary documents to adopt the Plan.
2. The officers of the Company are authorized and directed to forward a copy of the Plan and this Resolution to the U.S. Department of Labor within 120 days of the date of adoption of the Plan.
3. The directors of the Company are hereby appointed as the Administrative Committee of the Plan.
4. The Administrative Committee of the Plan is authorized to select the employees of the Company that shall participate in the Plan and the officers of the Company are authorized to execute appropriate adoption agreements for those employees selected to participate in the Plan.

Executed: October 15th, 2002.


Leland C. McGill


William A. Miller


Marilyn McGill



Wright & McGill Co

4245 East 46th Avenue
Denver, Colorado 80216-3262

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U.S. Department of Labor
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