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April 1, 1998

Top Hat Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20216

Re: Lorenz & Williams, Incorporated Nonqualified Deferred Compensation Plan
EIN: 31-0895799

Dear Sir or Madam:

Pursuant to the provisions of Department of Labor regulations at 29 C.F.R. Sec. 2520.104-23, you are hereby notified that the employer named below maintains a plan primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees.

1. Employer Maintaining the Plan

Lorenz & Williams, Incorporated
10 West Second Street
Dayton, Ohio 45402
EIN: 31-0895799

2. Plan Name and Plan Number

Lorenz & Williams, Incorporated Nonqualified Deferred Compensation Plan
Plan Number: 001

3. Number of Participants

Lorenz & Williams, Incorporated Nonqualified Deferred Compensation Plan--7
participants

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Top Hat Exemption
April 1, 1998
Page 2

Kindly acknowledge receipt of this filing by signing and returning to the sender the copy of this letter enclosed herewith for acknowledgment purposes. A stamped, self-addressed envelop is also enclosed for your convenience.

Very truly yours,



Edie E. Crump

Enclosure

cc: Mr. Michael Fulmer
Francis A. Kovacs, Jr., Esq.

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**LORENZ & WILLIAMS, INCORPORATED
NONQUALIFIED DEFERRED COMPENSATION PLAN**

THIS PLAN, hereby adopted this First day of October, 1997, by Lorenz & Williams, Incorporated (the "Employer").

WITNESSETH:

WHEREAS, the Employer heretofore previously established the Lorenz & Williams Retirement Plan (the "Qualified Plan") with the most recent amendment and restatement being effective January 1, 1996; and

WHEREAS, a select group of management is entitled to participate in the Qualified Plan; and

WHEREAS, such select group of management is limited from deferring amounts which would exceed the Section 402(g) and 401(k)(3) requirements of the Code; and

WHEREAS, in recognition of the contribution made to the Employer by such select group of management, the Employer would like to establish the Lorenz & Williams, Incorporated 401(k) Nonqualified Deferred Compensation Plan (the "Plan") to provide an alternative method of deferring compensation;

NOW THEREFORE, effective October 1, 1997, (the "Effective Date") the Employer establishes the Plan stated in its entirety as follows:

**ARTICLE 1
DEFINITIONS**

1.1 "Administrator" means the person or entity designated by the Employer pursuant to Section 6.1 to administer the Plan on behalf of the Employer.

1.2 "Beneficiary" means the person or persons designated by a Participant to receive Participant's Account balance in the event of such Participant's death.

1.3 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

1.4 "Compensation" means total cash compensation including amounts deferred under the Qualified Plan and amounts contributed pursuant to a salary reduction agreement on behalf of the Participant to a plan described in Section 125 of the Code.

1.5 "Eligible Employee" means a select group of management as named by the Employer from time to time.

1.6 "Normal Retirement Age" means the Participant's 65th birthday.

1.7 "Normal Retirement Date" means the December 31 coinciding with or next following the Participant's Normal Retirement Age.

1.8 "Participant" means any Eligible Employee who participates in the Plan.

1.9 "Participant's Account" means the account established and maintained by the Administrator for each Participant with respect to his total interest in the Plan resulting from contributions.

1.10 "Plan" means this document and all amendments.

1.11 "Plan Year" means the Plan's accounting year of twelve months commencing on January 1 and ending on the following December 31.

1.12 "Retirement Date" means the date as of which a Participant retires for reasons other than Total and Permanent Disability.

1.13 "Total and Permanent Disability" means a physical or mental condition of a Participant resulting from bodily injury disease, or mental disorder which renders him incapable of continuing his usual customary employment with the Employer. The disability of a Participant shall be determined by a licensed physician chosen by the Administrator. The determination shall be applied uniformly to all Participant's.

ARTICLE 2 ELIGIBILITY

2.1 CONDITIONS OF ELIGIBILITY

For the first Plan Year, any Eligible Employee shall be eligible to participate hereunder as of the Effective Date of the Plan. For all Plan Years after the first Plan Year, any Eligible Employee shall be eligible to participate when designated an Eligible Employee.

2.2 EFFECTIVE DATE OF PARTICIPATION

For the first Plan Year an Eligible Employee shall become a

Participant on the Effective Date of the Plan. For all Plan Years after the first Plan Year, an Eligible Employee shall become a Participant effective as of the first day of the first Plan Year coinciding with or next following the date the Employer designated such individual an Eligible Employee.

2.3 ELECTION NOT TO PARTICIPATE

An Eligible Employee may, subject to the approval of the Employer, elect voluntarily not to participate in the Plan. The election not to participate must be communicated to the Employer, in writing, at least thirty days before the beginning of a Plan Year.

ARTICLE 3 CONTRIBUTION AND ALLOCATION

3.1 SALARY REDUCTION AGREEMENTS

For the first Plan Year, prior to September 1, 1996, each Participant shall enter a salary reduction agreement specifying the percentage of compensation which has not yet been earned which is to be deferred into the Plan. For each year after the first Plan Year and prior to January 1, each Participant shall enter a salary reduction agreement specifying the percentage of compensation which has not yet been earned which is to be deferred into the Plan. If the Participant does not make a new election prior to January 1, the election for the previous Plan Year will be deemed the current election.

At the same time, Participant will enter a salary deferral agreement under the Qualified Plan if the Participant desires a contribution be made to the Qualified Plan pursuant to Section 3.3 of the Plan.

All elections are irrevocable for the Plan Year.

3.2 ACCOUNT ESTABLISHMENT

The Employer will establish a Participant's Account in the name of each Participant. Amounts deferred pursuant to an election under Section 3.1 shall be credited to such Participant's Account.

3.3 QUALIFIED PLAN TESTING

As soon as practicable and not later than one month after the close of the Plan Year, the Administrator will perform the

Actual Deferral Percentage Test under Section 401(k)(3) of the Code and the Actual Contribution Percentage Test under Section 402(g) of the Code to determine the maximum amount of additional elective contributions that can be made for such Plan Year on behalf of the Participant as a participant in the Qualified Plan.

3.4 QUALIFIED PLAN CONTRIBUTIONS

The lesser of the amount calculated under Section 3.3 or the amount of the Participant's salary deferral for the Plan Year pursuant to Section 3.1 shall be paid to Participant as soon as practicable, but in no event 2 and 1/2 months following the close of the Plan Year. However, if such Participant has previously elected to have such amount contributed to the Qualified Plan as an elective contribution, the Administrator shall directly contribute such amount to the Qualified Plan. Such amount contributed to the Qualified Plan or distributed shall be debited to the Participant's Plan Account balance.

No earnings credited under the Plan will be contributed to the Qualified Plan. Such amounts contributed to the Qualified Plan shall consist solely of amounts that were otherwise payable to Participant as current compensation.

Amounts paid to Participant because such Participant did not elect to have such amounts contributed to the Qualified Plan will be includible in gross income and reported on such Participant's Form W-2.

3.5 INVESTMENT REQUESTS

For any amounts remaining after contributions pursuant to Section 3.4, Participants shall have the limited right to request the Employer to invest such amounts in investment funds selected by the Employer. The Employer will attempt to honor such requests, but the Employer is not bound by such requests.

ARTICLE 4 DISTRIBUTION OF BENEFITS

4.1 DISTRIBUTION OF BENEFITS

Benefits shall be paid upon one of the following:

1. Normal Retirement Date;
2. Death;
3. Disability; or

4. Termination.

Benefits shall be paid pursuant to Section 4.6 as soon as practicable after one of the above mentioned events pursuant to Section.

4.2 NORMAL RETIREMENT DATE

Upon a Participant's Normal Retirement Date a Participant may terminate his employment and retire. However, a Participant may postpone the termination of employment with the Employer to a later date, in which event the participation of such Participant in the Plan shall continue. Upon Participant's retirement, whether on Normal Retirement Date or late retirement, the Administrator shall distribute the value of a Participant's Account pursuant to Section 4.6.

4.3 DEATH BENEFITS

Upon the death of a Participant, the Administrator shall distribute the entire value of Participant's Account to the Participant's Beneficiary.

Participant shall designate a primary and secondary Beneficiary. In the event no Beneficiary is designated or no Beneficiary survives Participant, the Employer shall distribute Participant's Account balance to Participant's spouse. If the Participant shall not have a spouse, the Participant's Account balance shall be paid to Participant's estate.

4.4 DISABILITY BENEFITS

In the event of a Participant's Total and Permanent Disability prior to the occurrence of any other distributable event, the Administrator shall distribute Participant's Account balance as though he had retired.

4.5 TERMINATION BENEFITS

In the event of a Participant's termination prior to the occurrence of any other distributable event, the Administrator shall distribute to such Participant all amounts credited to Participant's Account balance as though he had retired.

4.6 FORM OF DISTRIBUTION OF BENEFITS

Benefits shall be paid at the option of the Participant in either a lump sum or installment payments. Installment payments shall be made over a period not to exceed five years.

4.7 HARDSHIP DISTRIBUTIONS

The Plan does not provide distributions in the event the Participant suffers a hardship.

ARTICLE 5 AMENDMENTS AND TERMINATIONS

5.1 AMENDMENT

The Employer shall have the right at any time to amend the Plan. Any such amendment shall be adopted by formal action of the Employer's board of directors and executed by an officer authorized to act on behalf of the Employer.

5.2 TERMINATION

The Employer shall have the right at any time to terminate the Plan by delivering to the Administrator written notice of such termination. Upon full termination, the Administrator shall distribute to each Participant such Participant's Account balance pursuant to Section 4.6.

ARTICLE 6 ADMINISTRATION

6.1 POWERS OF THE EMPLOYER

The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan.

The Employer shall appoint one or more Administrators. Any person, including, but not limited to, Participants of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify his acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering his written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified.

The Employer, upon resignation or removal of an Administrator, shall promptly designate in writing a successor to this position. If the Employer does not appoint an Administrator, the Employer will function as the Administrator.

6.2 PAYMENT OF EXPENSES

The Employer will pay all expenses of administration.

6.3 CLAIMS REVIEW PROCEDURE

Any Participant dispute regarding any determinations made by the Committee as to an Participant's rights, duties or entitlement under the Plan shall be submitted to the Committee in writing. Such written notice shall not be considered valid unless received within 45 days of the event which the Participant alleges created a right to a distribution of a benefit under the Plan.

Any claim submitted must include written proof which explains the basis for the benefit claim. Such written proof should establish facts about the claim such as occurrence, nature and extent of the claim, and other applicable substantiating data. The Committee may require additional written proof to verify the circumstances of any benefit claim. The additional proof may be requested as often as the Committee feels is necessary, within reason.

If written substantiation is not submitted and received by the Committee within the required time period, the claim may be invalidated. If it can be shown that it was not reasonably possible to submit the proof within the requested time period and it is shown that the proof was filed as soon as possible, the claim will not be invalidated. In the event of a disability examination, the Committee has a right to require, at its own expense, a medical exam of any Participant who claims to be disabled as often as it may reasonably be required.

If any claim to a benefit under this Plan is denied, the Committee shall promptly furnish the claiming Participant with a written notice setting forth:

1. The reason for the denial;
2. Citing the Agreement provisions upon which the denial is based;
3. Describing any additional material or information which is necessary in order for the claiming Participant to perfect his or her claim and why; and
4. Explaining the claim review procedure set forth herein.

The failure of the Committee to respond to a claim within 90 days shall be deemed a denial. Sixty days after the denial of any claim under the Agreement, the Participant may request in writing a review of the denial by the Committee.

Any claiming Participant seeking review hereunder is entitled to examine all pertinent documents, and to submit issues and comments in writing. The Committee shall render a decision on the review of a claim not later than 60 days after receipt of request for a review hereunder. The decision of the Committee on review shall be in writing and shall state the reason for the decision, referring to the Plan provisions upon which it is based.

For purposes of this Section, the term Participant shall include Beneficiaries claiming a benefit under the terms of the Plan.

ARTICLE 7 MISCELLANEOUS

7.1 NO FIDUCIARY RELATIONSHIP

Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. Funds invested hereunder shall continue for all purposes to be part of the general funds of the Employer, and no person other than the Employer shall, by virtue of the provisions of the Plan, have any interest in such funds. To the extent that any person acquires a right to receive payments from the Employer under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Employer.

7.2 NO SEGREGATION

The Employer shall be under no duty to segregate or set aside any amount credited to any Account from the general assets of the Employer, but the Employer may, in its discretion, direct the establishment of any trustee, insured, or other payment arrangement from which the Employer's obligations as to a Participant under the Plan may be paid. No Participant, beneficiary, estate, or other person claiming through or under a Participant shall have any legal or beneficial property interest whatsoever in any assets of the Employer or in any such payment arrangement.

7.3 NO RIGHT OF EMPLOYMENT

Nothing in the Plan shall confer on any Participant any right to continue in the employ of the Employer or affect in any way the right of the Employer to terminate any such person's employment at any time.

7.4 INTENT OF PLAN

The Plan is intended as a deferred compensation plan and amounts computed hereunder are intended to defer a Participant's recognition of income, for income tax purposes under the Internal Revenue Code of 1986, as amended, until actual receipt of payments from a Participant's Account. As a deferred compensation plan, this Plan is (and for purposes of Title I of the Employment Retirement Security Act of 1974, as amended and intended to be) an unfunded plan maintained by the Employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. The Plan shall be interpreted and administered in a manner consistent with such intent.

7.5 UNPAID TAXABLE INCOME

At such time or times as it is determined that any amount credited to a Participant's Account but unpaid to the Participant was income and taxable to the Participant, such taxable amount shall be paid immediately to the Participant upon written request by the Participant and be charged against the Participant's Account. For purposes of this section, an amount credited to a Participant's Account shall be deemed income and taxable to the Participant, if such a determination is agreed to by the Internal Revenue Service and the Participant pursuant to an audit of the Participant's federal income tax return or such other method as the Employer shall determine.

7.6 TAX WITHHOLDING

The Employer shall have the right to withhold from any payments due under this Plan the amounts of any Federal, state, or local withholding taxes not paid by the Participant or beneficiary at the time of payment.

7.7 CHANGE IN CONTROL

The Employer shall not merge, consolidate with or sell all or substantially all of its assets to any other corporation or business entity until such corporation or business entity expressly assumes the duties of the Employer herein set forth. Further, any successor of the Employer shall be deemed substituted for the Employer under the terms of the Plan. As used in the Plan, the term "successor" shall include any firm, persons, corporation or other business entity, which at any time, whether by merger, purchase or otherwise acquires all or substantially all of the assets and/or the business of the Employer.

7.8 SEVERABILITY

The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

7.9 CAPTIONS

The captions at the beginning of the several sections and subsections of the Plan are not part of the context hereof but are only guides or labels to assist in locating and reading such sections and subsections. They should be given no effect in construing this Plan.

IN WRITTEN WITNESS WHEREOF, the Plan has been executed the day and year first written above.

LORENZ & WILLIAMS, INCORPORATED

BY

Nathan A. Fulmer

TITLE

Trustee / Treasurer

**AMENDMENT NUMBER 1
TO THE
LORENZ & WILLIAMS, INCORPORATED
401(K) NONQUALIFIED DEFERRED COMPENSATION PLAN**

Lorenz & Williams, Incorporated (the "Employer") established the Lorenz & Williams, Incorporated 401(k) Nonqualified Deferred Compensation Plan (the "Plan") effective October 1, 1997. Under the terms of the Plan, the Employer reserved the right to amend the Plan. The Employer would like to amend the Plan effective April 1, 1998 as follows:

1. The Plan shall be amended by adding the following as Section 7.10

7.10 TRUST

The Employer may establish a grantor trust which will be known as the Lorenz & Williams, Incorporated 401(k) Plan Nonqualified Deferred Compensation Plan Trust (the "Trust") to hold the amounts deferred by the Participant pursuant to Section 3 as a reserve and to completely discharge its financial obligations under this Plan. The Trust may hold additional assets representing compensation deferred by other Participants of the Employer and may commingle such assets. It is the intention of the Employer and the Participant that the Plan and the Trust be unfunded for tax purposes and for purposes of Title I of the Employee Retirement Income Security Act ("ERISA").

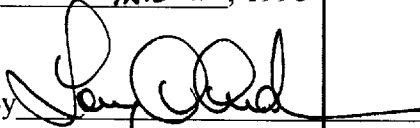
The Trust will conform to the terms of the model trust, as described in IRS Revenue Procedure 92-64, 1992-2 C.B. 422, and any assets held by the Trust will be held by the Trustee according to the requirements of that Revenue Procedure.

2. The Plan shall be amended by adding the following as Section 4.8:

4.8 IN-SERVICE DISTRIBUTION

Within the sixty (60) days preceding each December 1 (in accordance with the procedures of the Employer) the Participant may elect to receive that portion of such Participant's vested Account which is attributable to contributions credited 36 months or more prior to such December 1. Distributions will be paid in a lump sum on June 1 of the year following the year in which the election was made. Otherwise, the Participant may elect to continue to defer such account balance under the Plan (in accordance with the procedures of the Employer) until the following 36 month crediting anniversary of such amounts, or the Participant's retirement or separation of service if sooner. Distributions will be paid as soon as administratively feasible and in a lump sum.

IN WITNESS WHEREOF, the Employer has had this amendment executed by a duly authorized officer as of this 30th day of March, 1998

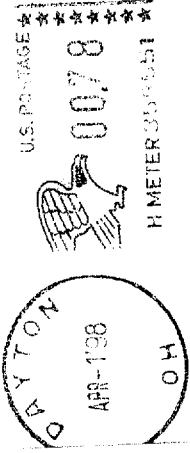
By 

Title President & CEO

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3-23-98

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