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HINSHAW & CULBERTSON

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SUITE 300
222 NORTH LASALLE STREET
CHICAGO, IL 60601-1081

312-704-3000

TELEFAX 312-704-3001

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JACKSONVILLE, FLORIDA
MIAMI, FLORIDA
TAMPA, FLORIDA
MUNSTER, INDIANA
MINNEAPOLIS, MINNESOTA
ST. LOUIS MISSOURI
APPLETON, WISCONSIN
MILWAUKEE, WISCONSIN

July 31, 2001

WRITER'S DIRECT DIAL
(312) 704-3075

FILE NO.

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

Re: Slide Products, Inc. Deferred Compensation Plans

Dear Sir/Madam:

Pursuant to the provisions of Department of Labor regulations at 29 CFR 52520.104-23, you are hereby notified that the employer named in item (1) maintains three plans (as identified in item (2)) primarily for the purpose of providing deferred compensation to a selected group of management or highly compensated employees. Item (3) sets out the number of participants in each plan as of the date of this letter.

Item (1): Slide Products, Inc., 430 Wheeling Road, Wheeling, IL, 60090
EIN: 36-2580366

Item (2): James Harms Deferred Compensation Agreement - Plan #003
Jan van der Graff Deferred Compensation Agreement - Plan #004
Erica Young Deferred Compensation Agreement - Plan #005

Item (3): 1 Member in each of the aforementioned Slide Products, Inc. Deferred Compensation Plans.

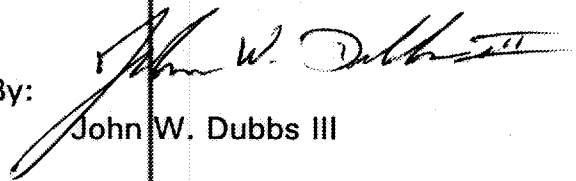
July 31, 2001

Kindly acknowledge receipt of this filing by signing and returning to the sender the enclosed copy of this statement, which is intended to serve as acknowledgment of receipt of this statement. A stamped, self-addressed envelope is enclosed for your convenience.

Very truly yours,

HINSHAW & CULBERTSON

By:


John W. Dubbs III

JWD:GS
Enc.

cc: Mr. Robert Wott
Mr. James Harms (w/o Enc.)

DEFERRED COMPENSATION AGREEMENT

This Deferred Compensation Agreement ("Agreement") is made and entered into as of the 26 day of July, 2001 by and between JAMES HARMS ("EMPLOYEE") and SLIDE PRODUCTS, INC., an Illinois corporation ("COMPANY").

WITNESSETH:

WHEREAS, EMPLOYEE has been employed by and performed valuable services for the COMPANY;

WHEREAS, EMPLOYEE possesses great ability and has an intimate knowledge of the COMPANY, its operating methods, personnel and products; and

WHEREAS, the COMPANY desires to further compensate EMPLOYEE to secure EMPLOYEE's future employment with the COMPANY;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. If EMPLOYEE remains a full-time employee of the COMPANY until attaining age seventy (70) ("Retirement Age") or until EMPLOYEE becomes totally and permanently disabled, whichever occurs earlier, then upon EMPLOYEE's termination of employment the COMPANY shall pay to EMPLOYEE the compensation described hereinafter ("Deferred Compensation").
2. For purposes of this Agreement, EMPLOYEE shall be deemed to be a full-time employee if EMPLOYEE works a minimum of one thousand (1,000) hours each year until attaining Retirement Age or becoming totally and permanently disabled.
3. Deferred Compensation to be paid to EMPLOYEE pursuant to this Agreement, if any, shall commence on the first (1st) day of the first month following EMPLOYEE's termination of employment and continue thereafter on a monthly basis until, but not beyond, the date of the EMPLOYEE's death. The monthly amount of the Deferred Compensation to be paid to EMPLOYEE pursuant hereto is Six Thousand One Hundred Forty and 00/100 Dollars (\$6,140.00), less all applicable deductions and withholdings for federal, state and local taxes.
4. For the purpose of this Agreement, EMPLOYEE shall be deemed totally and permanently disabled if the COMPANY's Board of Directors determines, on the

basis of medical evidence satisfactory to the Board of Directors, that the EMPLOYEE is totally disabled, mentally or physically, so as to be prevented from engaging in further employment by the COMPANY, and that such disability will be permanent and continuous during the remainder of EMPLOYEE's life.

5. If EMPLOYEE is deemed by the COMPANY to be incapable of personally receiving and giving a valid receipt for Deferred Compensation payments, then, unless and until claim therefor shall have been made by a duly appointed guardian or other legal representative of EMPLOYEE, the COMPANY may provide for such payment or any part thereof to be made to any other person or institution then contributing toward, or providing for the care and maintenance of, EMPLOYEE. Any such payment will be for the account of EMPLOYEE and a complete discharge of any liability of the COMPANY therefor.

6. Notice as provided herein shall be written notice, forwarded by certified or registered mail or express carrier, as follows:

To the COMPANY:

Slide Products, Inc.
430 South Wheeling Road
P. O. Box 156
Wheeling, Illinois 60090

To EMPLOYEE:

Mr. James Harms
c/o Paragon Trust
P.O. Box 12
Wheeling, Illinois 60090

7. This Agreement contains all of the understandings among the parties hereto with regard to the subject matter hereof and is not subject to alteration or amendment except by further written agreement signed by all of the parties hereto.

8. This Agreement shall be construed in accordance with, and governed by, the substantive laws of the State of Illinois.

9. In the event of a dispute among the parties arising out of or concerning this Agreement, each of the parties accepts that the jurisdiction for such dispute shall be in, and consents to the jurisdiction of, the local, state and federal courts located within the State of Illinois, County of Cook. In such litigation, the parties hereto waive personal service of the summons, complaint or other process and agree that the service thereof may be by certified or registered mail, express carrier or by telefax directed to the party at the address provided in this Agreement. In addition, the parties waive any objection they may have based on improper venue or forum non-conveniens to the conduct of any proceeding in any such court.

10. Should any of the provisions or covenants of this Agreement fail, or be held ineffective, invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions, covenants and provisions of this Agreement shall remain in full force and effect, and no other covenant or provision shall be deemed dependent on any other covenant or provision unless expressly stated. This Agreement, in such circumstances, shall be deemed modified to the extent necessary to render enforceable the provisions of this Agreement and the parties grant to any court making a determination as to the illegality, invalidity or enforceability of any provision contained in this Agreement, the power and authority to modify the provision accordingly. Such provision shall be applicable in its modified form.

11. No interest of EMPLOYEE in, or right to receive a payment under, this Agreement will be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment or other alienation or encumbrance of any kind; nor may such interest or right to receive a payment be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, EMPLOYEE, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings. Notwithstanding the foregoing, the COMPANY may assign this Agreement to any corporation controlling, controlled by or under common control with the COMPANY, or to any corporation purchasing all or substantially all of the assets of the COMPANY.

12. The contingent deferred compensation described herein shall be unfunded. Title to and beneficial ownership of any assets, whether cash or investments, which the COMPANY may earmark to pay the contingent deferred compensation hereunder shall at all times remain in the COMPANY, and EMPLOYEE shall not have any property interest whatsoever in any specific assets of the COMPANY. To the extent that EMPLOYEE acquires a right to receive deferred compensation payments from the COMPANY under this Agreement, such right shall be no greater than the right of any unsecured general creditor of the COMPANY.

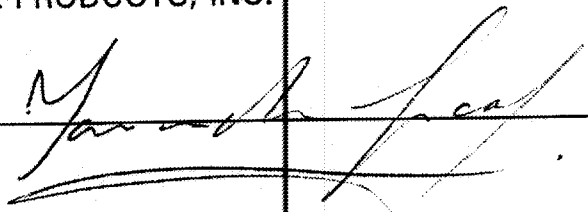
13. Nothing contained herein shall be construed as conferring upon EMPLOYEE the right to continue in the employ of the COMPANY as an executive or in any other capacity.

THIS AGREEMENT HAS BEEN DRAFTED BY JOHN W. DUBBS III AS CORPORATE COUNSEL AT THE REQUEST OF THE CORPORATION AND EMPLOYEE. EMPLOYEE HAS BEEN ADVISED BY MR. DUBBS THAT A CONFLICT OF INTEREST EXISTS BETWEEN EMPLOYEE'S INDIVIDUAL INTERESTS AND THE COMPANY'S INTERESTS AND HAS HAD THE OPPORTUNITY TO SEEK, AND HAS SOUGHT, THE ADVICE OF INDEPENDENT COUNSEL IN REVIEWING AND EXECUTING THIS AGREEMENT.

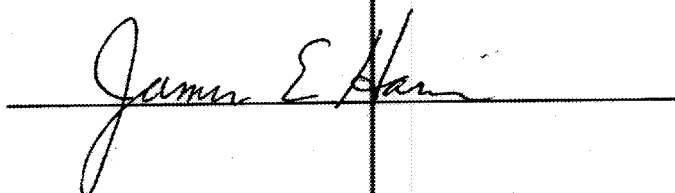
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SLIDE PRODUCTS, INC.

By:

A handwritten signature in cursive script, appearing to read "James Harms", is written over a horizontal line. The signature is written in black ink and is positioned to the right of the "By:" label.

JAMES HARMS

A handwritten signature in cursive script, appearing to read "James E Harms", is written over a horizontal line. The signature is written in black ink and is positioned to the right of the "By:" label.

DEFERRED COMPENSATION AGREEMENT

This Deferred Compensation Agreement ("Agreement") is made and entered into as of the 26 day of July, 2001 by and between ERICA YOUNG ("EMPLOYEE") and SLIDE PRODUCTS, INC., an Illinois corporation ("COMPANY").

WITNESSETH:

WHEREAS, EMPLOYEE has been employed by and performed valuable services for the COMPANY;

WHEREAS, EMPLOYEE possesses great ability and has an intimate knowledge of the COMPANY, its operating methods, personnel and products; and

WHEREAS, the COMPANY desires to further compensate EMPLOYEE to secure EMPLOYEE's future employment with the COMPANY;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. If EMPLOYEE remains a full-time employee of the COMPANY until attaining age sixty-five (65) ("Retirement Age") or until EMPLOYEE becomes totally and permanently disabled, whichever occurs earlier, then upon EMPLOYEE's termination of employment the COMPANY shall pay to EMPLOYEE the compensation described hereinafter ("Deferred Compensation").

2. For purposes of this Agreement, EMPLOYEE shall be deemed to be a full-time employee if EMPLOYEE works a minimum of one thousand (1,000) hours each year until attaining Retirement Age or becoming totally and permanently disabled.

3. Deferred Compensation to be paid to EMPLOYEE pursuant to this Agreement, if any, shall commence on the first (1st) day of the first month following EMPLOYEE's termination of employment and continue thereafter on a monthly basis until, but not beyond, the date of the EMPLOYEE's death. The monthly amount of the Deferred Compensation to be paid to EMPLOYEE pursuant hereto is Three Thousand Two Hundred Seventy-Six and 00/100 Dollars (\$3,276.00), less all applicable deductions and withholdings for federal, state and local taxes.

4. For the purpose of this Agreement, EMPLOYEE shall be deemed totally and permanently disabled if the COMPANY's Board of Directors determines, on the

10. Should any of the provisions or covenants of this Agreement fail, or be held ineffective, invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions, covenants and provisions of this Agreement shall remain in full force and effect, and no other covenant or provision shall be deemed dependent on any other covenant or provision unless expressly stated. This Agreement, in such circumstances, shall be deemed modified to the extent necessary to render enforceable the provisions of this Agreement and the parties grant to any court making a determination as to the illegality, invalidity or enforceability of any provision contained in this Agreement, the power and authority to modify the provision accordingly. Such provision shall be applicable in its modified form.

11. No interest of EMPLOYEE in, or right to receive a payment under, this Agreement will be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment or other alienation or encumbrance of any kind; nor may such interest or right to receive a payment be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, EMPLOYEE, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings. Notwithstanding the foregoing, the COMPANY may assign this Agreement to any corporation controlling, controlled by or under common control with the COMPANY, or to any corporation purchasing all or substantially all of the assets of the COMPANY.

12. The contingent deferred compensation described herein shall be unfunded. Title to and beneficial ownership of any assets, whether cash or investments, which the COMPANY may earmark to pay the contingent deferred compensation hereunder shall at all times remain in the COMPANY, and EMPLOYEE shall not have any property interest whatsoever in any specific assets of the COMPANY. To the extent that EMPLOYEE acquires a right to receive deferred compensation payments from the COMPANY under this Agreement, such right shall be no greater than the right of any unsecured general creditor of the COMPANY.

13. Nothing contained herein shall be construed as conferring upon EMPLOYEE the right to continue in the employ of the COMPANY as an executive or in any other capacity.

THIS AGREEMENT HAS BEEN DRAFTED BY JOHN W. DUBBS III AS CORPORATE COUNSEL AT THE REQUEST OF THE CORPORATION AND EMPLOYEE. EMPLOYEE HAS BEEN ADVISED BY MR. DUBBS THAT A CONFLICT OF INTEREST EXISTS BETWEEN EMPLOYEE'S INDIVIDUAL INTERESTS AND THE COMPANY'S INTERESTS AND HAS HAD THE OPPORTUNITY TO SEEK, AND HAS SOUGHT, THE ADVICE OF INDEPENDENT COUNSEL IN REVIEWING AND EXECUTING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SLIDE PRODUCTS, INC.

By: _____

James E. Ham

ERICA YOUNG

Erica Young

DEFERRED COMPENSATION AGREEMENT

This Deferred Compensation Agreement ("Agreement") is made and entered into as of the 26 day of July, 2001 by and between JAN VAN DER GRAAF ("EMPLOYEE") and SLIDE PRODUCTS, INC., an Illinois corporation ("COMPANY").

WITNESSETH:

WHEREAS, EMPLOYEE has been employed by and performed valuable services for the COMPANY;

WHEREAS, EMPLOYEE possesses great ability and has an intimate knowledge of the COMPANY, its operating methods, personnel and products; and

WHEREAS, the COMPANY desires to further compensate EMPLOYEE to secure EMPLOYEE's future employment with the COMPANY;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. If EMPLOYEE remains a full-time employee of the COMPANY until attaining age seventy-five (75) ("Retirement Age") or until EMPLOYEE becomes totally and permanently disabled, whichever occurs earlier, then upon EMPLOYEE's termination of employment the COMPANY shall pay to EMPLOYEE the compensation described hereinafter ("Deferred Compensation").

2. For purposes of this Agreement, EMPLOYEE shall be deemed to be a full-time employee if EMPLOYEE works a minimum of one thousand (1,000) hours each year until attaining Retirement Age or becoming totally and permanently disabled.

3. Deferred Compensation to be paid to EMPLOYEE pursuant to this Agreement, if any, shall commence on the first (1st) day of the first month following EMPLOYEE's termination of employment and continue thereafter on a monthly basis until, but not beyond, the date of the EMPLOYEE's death. The monthly amount of the Deferred Compensation to be paid to EMPLOYEE pursuant hereto is Six Thousand One Hundred Forty and 00/100 Dollars (\$6,140.00), less all applicable deductions and withholdings for federal, state and local taxes.

4. For the purpose of this Agreement, EMPLOYEE shall be deemed totally and permanently disabled if the COMPANY's Board of Directors determines, on the

basis of medical evidence satisfactory to the Board of Directors, that the EMPLOYEE is totally disabled, mentally or physically, so as to be prevented from engaging in further employment by the COMPANY, and that such disability will be permanent and continuous during the remainder of EMPLOYEE's life.

5. If EMPLOYEE is deemed by the COMPANY to be incapable of personally receiving and giving a valid receipt for Deferred Compensation payments, then, unless and until claim therefor shall have been made by a duly appointed guardian or other legal representative of EMPLOYEE, the COMPANY may provide for such payment or any part thereof to be made to any other person or institution then contributing toward, or providing for the care and maintenance of, EMPLOYEE. Any such payment will be for the account of EMPLOYEE and a complete discharge of any liability of the COMPANY therefor.

6. Notice as provided herein shall be written notice, forwarded by certified or registered mail or express carrier, as follows:

To the COMPANY:

Slide Products, Inc.
430 South Wheeling Road
P. O. Box 156
Wheeling, Illinois 60090

To EMPLOYEE:

Mr. Jan van der Graaf
25477 Columbia Bay Dr.
Lake Villa, Illinois 60046

7. This Agreement contains all of the understandings among the parties hereto with regard to the subject matter hereof and is not subject to alteration or amendment except by further written agreement signed by all of the parties hereto.

8. This Agreement shall be construed in accordance with, and governed by, the substantive laws of the State of Illinois.

9. In the event of a dispute among the parties arising out of or concerning this Agreement, each of the parties accepts that the jurisdiction for such dispute shall be in, and consents to the jurisdiction of, the local, state and federal courts located within the State of Illinois, County of Cook. In such litigation, the parties hereto waive personal service of the summons, complaint or other process and agree that the service thereof may be by certified or registered mail, express carrier or by telefax directed to the party at the address provided in this Agreement. In addition, the parties waive any objection they may have based on improper venue or forum non-conveniens to the conduct of any proceeding in any such court.

10. Should any of the provisions or covenants of this Agreement fail, or be held ineffective, invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions, covenants and provisions of this Agreement shall remain in full force and effect, and no other covenant or provision shall be deemed dependent on any other covenant or provision unless expressly stated. This Agreement, in such circumstances, shall be deemed modified to the extent necessary to render enforceable the provisions of this Agreement and the parties grant to any court making a determination as to the illegality, invalidity or enforceability of any provision contained in this Agreement, the power and authority to modify the provision accordingly. Such provision shall be applicable in its modified form.

11. No interest of EMPLOYEE in, or right to receive a payment under, this Agreement will be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment or other alienation or encumbrance of any kind; nor may such interest or right to receive a payment be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, EMPLOYEE, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings. Notwithstanding the foregoing, the COMPANY may assign this Agreement to any corporation controlling, controlled by or under common control with the COMPANY, or to any corporation purchasing all or substantially all of the assets of the COMPANY.

12. The contingent deferred compensation described herein shall be unfunded. Title to and beneficial ownership of any assets, whether cash or investments, which the COMPANY may earmark to pay the contingent deferred compensation hereunder shall at all times remain in the COMPANY, and EMPLOYEE shall not have any property interest whatsoever in any specific assets of the COMPANY. To the extent that EMPLOYEE acquires a right to receive deferred compensation payments from the COMPANY under this Agreement, such right shall be no greater than the right of any unsecured general creditor of the COMPANY.

13. Nothing contained herein shall be construed as conferring upon EMPLOYEE the right to continue in the employ of the COMPANY as an executive or in any other capacity.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SLIDE PRODUCTS, INC.

By: James E. Harris

JAN VAN DER GRAFF

Jan van der Graff

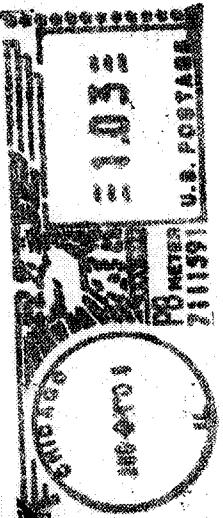
NSHAW & CULBERTSON

SUITE 300

222 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601-1081

5/19

First Class Mail



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

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