

FURNITURE

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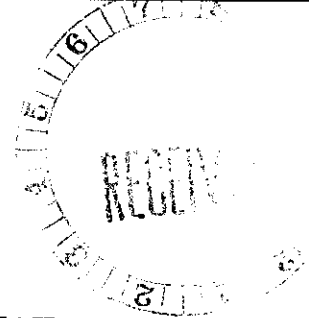
SPILLER

P. O. BOX 020824 • TUSCALOOSA, ALABAMA 35402-0824

STORES

MICHAEL B. SPILLER
President
PH 205/391-0300
FAX 205/391-0306

October 13, 1992



Top Hat Plan Exemption
Pension and Welfare
Benefits Administration
P. O. Box 75212
U. S. Department of Labor
200 Constitution Avenue Northwest
Washington, D.C. 20013-5212

CERTIFIED MAIL -
RETURN RECEIPT
REQUESTED

Dear Sir or Madam:

Pursuant to the Department of Labor Regulation 2520.104-23, promulgated pursuant to section 110 of ERISA, and the guidance published in 57 Fed. Reg. 33019-21 (July 24, 1992) and 57 Fed. Reg. 43477 (Sept. 21, 1992), this statement is filed with the Secretary of Labor and will serve as the alternative method of compliance with the reporting and disclosure requirements of Part 1 of Title I of ERISA for the Employment Agreements containing deferred compensation contracts and covenants of noncompetition described below:

- (1) The name and address of the Employer is:

SPILLER ASSOCIATED FURNITURE STORES, INC.
P.O. Box 020824
Tuscaloosa, AL 35402-0824

11/600

- (2) The Employer Identification Number for the Employer is:

Spiller Associated Furniture Stores, Inc. 63-0730992

- (3) Spiller Associated Furniture Stores, Inc., has made and entered into one employment agreement for the purpose of providing deferred compensation for a select group of management or highly compensated employees, namely, Employment Agreement made and entered into between Spiller Associated Furniture Stores, Inc. and James E. Spiller, Jr.

- (4) There is only one such plan, with one participant in the plan.

- (5) Our check for \$1,000.00 payable to "U.S. Department of Labor" is enclosed.

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This statement is being filed within the grace period permitted by the Department for this Agreement arguably subject to Part 1 of ERISA. This Incentive Agreement make provision for payment of deferred compensation. This statement shall not constitute an admission that the arrangement contained within the above-referenced Employment Agreement constitutes a "plan" for purposes of ERISA. This filing is made as a protective measure in the event that a court should subsequently determine that such arrangement does constitute a plan.

All benefits under the Employment Agreement will be paid solely from the general assets of Spiller Associated Furniture Stores, Inc., or exclusively through insurance contracts or policies, the premiums for which are paid directly by Spiller Associated Furniture Stores, Inc. from its general assets, issued by an insurance company or similar organization, which is qualified to do business in the State of Alabama, or some combination thereof.

We hereby agree to provide all plan documents to the Secretary of Labor upon request as required by section 104(a)(1) of ERISA.

SPILLER ASSOCIATED FURNITURE
STORES, INC.

By:


Michael B. Spiller
President

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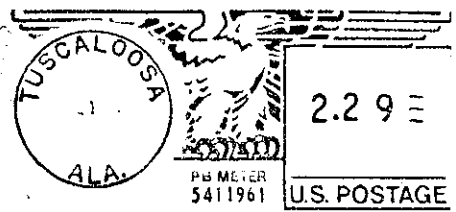


11,500

FIRST CLASS

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the return address
CERTIFIED
P 809 628 714
MAIL



FIRST CLASS MAIL

TANNER & GUIN, P.C.

ATTORNEYS AT LAW
SUITE 700, CAPITOL PARK CENTER
2711 UNIVERSITY BOULEVARD (35401)
P.O. BOX 032206
TUSCALOOSA, ALABAMA 35403

TO: TOP HAT PLAN EXEMPTION
PENSION AND WELFARE
BENEFITS ADMINISTRATION
P O BOX 75212
U S DEPARTMENT OF LABOR
200 CONSTITUTION AVENUE NORTHWEST
WASHINGTON DC 20013-5212

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