

**JEMS OPTICAL, L.L.C.**  
**401(K) PROFIT SHARING PLAN**  
**SUMMARY PLAN DESCRIPTION**

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# INTRODUCTION

## **Type Of Plan**

Effective January 1, 2001, JEMS Optical, L.L.C. (hereafter referred to as the Employer) established a 401(k) profit sharing plan, which is called the JEMS Optical, L.L.C. 401(k) Profit Sharing Plan (hereafter referred to as the Plan). This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements by the Employer about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator.

## **Administration Of The Plan**

The Plan is administered by a written plan and trust agreement, and the trustees of that agreement are responsible for the Plan's investment policy. The names and the address of the Trustees are:

John E. Kirby  
Matilda B. Kirby  
1401 New York Avenue, N.W.  
Washington, DC 20005

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The name, address, telephone number and employer I.D. number (EIN) of the Administrator are:

JEMS Optical, L.L.C.  
1401 New York Avenue, N.W.  
Washington, DC 20005  
Telephone (202) 638-4700  
EIN 52-2283823

The Employer has assigned number 001 to the Plan; the accounting year of the Plan, called the Plan Year, begins January 1st and ends the following December 31st; and if it becomes necessary for you to bring legal action against the Plan for any reason, legal process can be served on either the Administrator, the Employer, or the Trustees.

# PLAN PARTICIPATION

## **Eligibility Requirements**

If you were an Employee on January 1, 2001, you will be eligible to enter the Plan as a Participant as of that date. If you were not an Employee on that date, you will be eligible to enter the Plan as a Participant when you reach Age 21 and complete 1 Year of Service.

## **Eligibility Year Of Service**

To be credited with a Year of Service for eligibility purposes, you must be credited with at least 1,000 Hours of Service during an eligibility computation period. An eligibility computation period is a 12-consecutive month measuring period. An Hour of Service is any hour for which you have a right to be paid, including vacations, holidays, illness, back pay and maternity or paternity leave.

The first eligibility computation period begins on your employment commencement date and ends the day before the first anniversary of your commencement date. If you are not credited with at least 1,000 Hours of Service during the first eligibility computation period, the second eligibility computation period will switch to the Plan Year and will overlap the first eligibility computation period by beginning on the January 1st which occurs prior to the first anniversary of your employment commencement date. If you are not credited with at least 1,000 Hours of Service during the second eligibility computation period, each succeeding eligibility computation period begins on January 1st and ends December 31st.

#### **Break In Service Rules**

In any Plan Year in which you do not receive credit for at least 501 Hours of Service, you will incur a Break in Service and your participation in the Plan will cease; but you will not incur a Break in Service if you are on an authorized leave of absence, you are ill, or you are on maternity leave.

#### **Entry Date**

If you were an Employee on January 1, 2001, you will enter the Plan as a Participant on that date. If you were not an Employee on that date, you will actually enter the Plan as a Participant on the January 1st or the July 1st which coincides with or next follows the date on which you satisfy the eligibility requirements. Upon becoming a Participant, the Administrator will establish an Account to receive your share of any Employer contributions and investment earnings and losses. The total value of your Account will consist of the sum of the following sub-accounts: the Elective Deferral Account, the Matching Contribution Account and the Non-Elective Contribution Account.

## **CONTRIBUTIONS AND ALLOCATIONS**

#### **Elective Deferrals**

Effective September 1, 2001, you can sign a salary deferral election form authorizing the Employer to withhold up to the maximum annual dollar limit permitted by law (which is currently \$10,500 per year). The amount you elect to defer is called an Elective Deferral. The Employer will allocate your Elective Deferrals to your Elective Deferral Account.

#### **Salary Deferral Election Forms**

You can change your salary deferral election form annually on the date determined by the Administrator. You can also suspend or cancel your election form effective 30 days after giving written notice to the Administrator, in which case you cannot make a new election until the next annual election date. In any Plan Year in which you have not deferred at the maximum rate permitted by the Plan, you can authorize that up to 100% of your Compensation be withheld for one or more pay periods in order to raise your deferral to the maximum rate. If necessary to insure that the Plan satisfies certain non-discrimination tests required by the Internal Revenue Code, the Employer also has the right to reduce or suspend your deferral election at any time.

#### **Matching Contributions**

The Employer may make a discretionary Matching Contribution each Plan Year. Matching Contributions will be allocated to your Matching Contribution Account.

**Non-Elective Contributions**

The Employer may also make other discretionary Non-Elective Contributions to the Plan. In any Plan Year in which Non-Elective Contributions are made and in which you are an eligible Participant, an allocation will be made to your Non-Elective Contribution Account using the cross-tested method.

**Definition Of Compensation**

The amount of your Compensation used to determine Plan benefits is the amount reported on your Form W-2 during the period covered by the Plan Year, up to the maximum annual dollar limit permitted by law (which is currently \$160,000 per year).

**Participants Eligible For Allocations**

All Participants who are employed on December 31st will receive an allocation of all Employer contributions made for that Plan Year. Participants who terminate employment before December 31st will also receive a contribution allocation for that Plan Year.

**Top Heavy Contributions**

A top heavy plan is a plan in which more than 60% of the assets of the Plan are allocated to Key Employees (certain owners and officers). For each year in which this Plan is top heavy, the Account of each Participant who is a Non-Key Employee and who is employed on December 31st will receive a minimum top heavy allocation equal to the lesser of 3% of Compensation or the percentage of Compensation allocated to the Accounts of Participants who are Key Employees.

**Rollover Contributions**

If you participated in another retirement plan before you were employed by the Employer, you can transfer (or rollover) to this Plan any distribution you received from that plan provided all legal requirements (and any requirements imposed by the Administrator) with respect to such a transfer are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds into this Plan.

If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in your Rollover Account. Your Rollovers can be withdrawn at any time.

**BENEFIT UPON RETIREMENT**

You are entitled to 100% of your Account if you reach Normal Retirement Age before termination of employment. Normal Retirement Age is the later of the date you reach age 65 or your 5th anniversary of becoming a Participant in the Plan. If you continue working after retirement age, distribution of your Account will be postponed until you actually retire. Your Account will be distributed as soon as administratively feasible after you retire. If your Account does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, you can elect either a lump sum distribution or installment payments.

**BENEFIT UPON DISABILITY**

If you become disabled while you are still employed by the Employer, you can retire and receive the Vested Interest in your Account. To be considered disabled, you must suffer a physical or mental condition that qualifies you for disability benefits under the Social Security Act; but even if you qualify for Social Security disability benefits, you will not be considered disabled if the condition is caused

(1) by the use of intoxicants or other substances; (2) by an intentionally self-inflicted injury or sickness; (3) by an unlawful act on your part; or (4) by military service which qualifies you for a military disability pension.

Your Vested Interest will normally be distributed within a reasonable time after you become disabled. If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If your Vested Interest exceeds \$5,000, you can choose to have it distributed in a lump sum or in monthly, quarterly, semi-annual or annual installments over a fixed period of time; and you can also choose to defer distribution (but not beyond your Normal Retirement Age).

## **BENEFIT UPON DEATH**

If you die before your Account is distributed, your beneficiary will receive the Vested Interest in your Account as a death benefit. If you are married, your spouse is designated by law to be your beneficiary unless he or she waives the death benefit in writing. Unless you indicate otherwise in a beneficiary designation form, your beneficiary can choose to have your death benefit distributed either in a lump sum or as installment payments. Distribution will be made as soon as administratively feasible after your death.

## **BENEFIT UPON TERMINATION OF EMPLOYMENT**

If you terminate employment before Normal Retirement Age, or before death or disability, you are entitled to the Vested Interest in your Account. Your Vested Interest will be distributed as soon as administratively feasible after you request payment. If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, you can elect to have it distributed either in a lump sum or as installment payments; or you can defer distribution to a later date (but not beyond Normal Retirement Age).

## **DETERMINATION OF VESTED INTEREST**

Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. Your Vested Interest in your Account will be 100% at all times.

## **INVESTMENT OF CONTRIBUTIONS**

You can direct the investment of all or a portion of your Account. Any amount that is not self directed will be invested in the trust maintained by the Trustees. With regard to these funds, you will share in the investment performance of the trust. The Trustees will invest the funds in a diversified set of investment vehicles, which may include stocks, bonds, and mutual funds. You can invest in a range of mutual funds and related investments designated by the Trustees. You can switch between investment alternatives offered under this option at any time by contacting the Trustees or their designee either in writing or through an 800 number which will be made available to you. The change will go into effect as soon as practicable after it is received by the Trustees or their designee.

## **TAX WITHHOLDING ON PLAN BENEFITS**

### **Distributions Not Subject To Withholding**

Any distribution from this Plan that is eligible to be rolled over and that is directly transferred from this Plan to another qualified retirement plan or to an individual retirement account (IRA) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be rolled over to another qualified plan or to an (IRA) unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; (2) is a minimum benefit payment which must be paid to you because you have reached age 70½; or (3) is attributable to your elective deferrals that are distributed because of hardship. There are other distributions that cannot be rolled over, and you should contact the Administrator if you have questions about whether a distribution can be rolled over.

### **Distributions Subject To Withholding**

If you choose to have your Plan benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You cannot elect out of the 20% withholding.

The only way to avoid the 20% withholding is to leave your benefit in this Plan or have it transferred directly to an IRA or to another qualified retirement plan that accepts rollovers. You can still rollover any eligible distribution that is paid to you by putting the eligible distribution into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. Due to the complexities and frequency of changes in the federal tax law that governs withdrawal penalties and taxes, you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

## **OTHER INFORMATION**

### **Claims For Benefits**

If you are not satisfied with a decision made about your benefits, you should submit a written claim to the Administrator. If your claim is denied, the Administrator will notify you within 90 days after you filed your claim. If your claim is denied, you can have the denial reviewed by making a written request to the Administrator, which along with a written statement explaining your position must be filed within 60 days of the date you were notified in writing that the claim was denied. The Administrator may (but is not required to) provide you with a hearing, but the Administrator must decide your appeal within 60 days and give written notice of the decision. If your claim for benefits is denied or ignored, in whole or part, you can file suit in a state or federal court.

### **Non-Alienation Of Benefits**

In general, your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. However, if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your Account be transferred to another person (usually your ex-spouse or your children). The Plan has a procedure for processing domestic relations orders, which you can obtain from the Administrator.

**Amendment Or Termination**

Although the Plan is intended to be permanent, the Employer can amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all Accounts will be distributed in a lump sum. Should the Plan ever be amended or terminated, each Participant and each beneficiary receiving benefits will be notified in writing.

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the Employee Retirement Income Security Act do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

**STATEMENT OF ERISA RIGHTS**

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled: (a) to examine without charge at the Administrator's office and at other specified locations (such as work-sites and union halls) all Plan documents, including insurance contracts, collective bargaining agreements and copies of all Plan documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan objectives; (b) to obtain copies of all Plan documents and other information upon written request to the Administrator (who may make a reasonable charge); (c) to receive a summary of the Plan's annual financial report and a copy of the Administrator's summary annual report; and (d) to obtain a statement telling if you have a right to receive a pension at normal retirement age and if so, what your benefits would be if you stopped working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a pension. This statement must be requested in writing, is not required to be given more than once a year, and must be provided by the Administrator free of charge.

ERISA also imposes duties upon the people responsible for the operation of the plan. These people, who are called fiduciaries, have a duty to do so prudently and in the interest of all Participants. No one, including the Employer, a union, or any other person, may fire you or discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your ERISA rights.

If your claim for benefits is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials about the Plan and do not receive them within 30 days, you may file suit in a federal court. If you do so, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Administrator's control.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful



the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about this Plan, contact the Administrator. If you have any questions about this statement or your rights under ERISA, contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210.