

MESA TECHNOLOGY GROUP LLC
PROFIT SHARING PLAN AND TRUST
SUMMARY PLAN DESCRIPTION

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MESA TECHNOLOGY GROUP LLC PROFIT SHARING PLAN AND TRUST

SUMMARY PLAN DESCRIPTION

ESTABLISHMENT OF PLAN

Your employer, Mesa Technology Group, LLC, has established a profit-sharing plan, effective April 1, 1996. Mesa Technology Group, LLC is proud of this plan and wants you, as an employee, to know about it. This description of the plan has been prepared to give you an idea about the provisions of the plan and about how it may benefit you. You should read all parts of this description carefully so that you will not only understand the ways in which the plan may benefit you, but certain exclusions to coverage and limitations on the receipt of benefits which may apply to you. If you wish additional information concerning this profit-sharing plan, this description tells you how to obtain that information.

LIMITATIONS OF THIS DESCRIPTION

This description summarizes the main provisions of the plan. It is not the complete plan. A complete copy of the plan is available in the office of Mesa Technology Group LLC for your inspection. In case of any conflict between the provisions of the complete plan and this description, the provisions of the complete plan will control.

HOW DOES THE PLAN WORK?

In order to understand more fully some of the matters discussed later on in this plan description, you will need to have a general idea of how the profit-sharing plan works. Contributions are made, in the discretion of the employer, annually to the plan from profits of the employer. These contributions will be credited to the individual accounts of the employees who are participants in the plan for the year the contribution is made. (The way in which these amounts will be distributed to participants will be discussed later in this summary.) If you are now a participant, or later become a participant, an account will be set up in your name.

The amounts credited to individual accounts are invested by the plan trustee, and any gain or loss from plan investments is credited to, or charged against, the individual account of each participant. After the participant terminates his service with the employer, the vested (or nonforfeitable) percentage of the account credited to the participant will be distributed to him. (The time of distribution of benefits to the employee may occur a number of years after his termination of employment; see the discussion above under the heading DISTRIBUTION OF BENEFITS).

If you are a participant or become a participant, the benefits you will ultimately receive under the plan will depend primarily upon four things--

1. The amount of employer contributions credited to your account in the plan;
2. The amount of compensation you elect to defer and have contributed to the plan;
3. The return on investments under the plan; and
4. The vested (or nonforfeitable) percentage of your account when you terminate.

You may have heard or read that the Pension Benefit Guaranty Corporation guarantees certain benefits under pension plans; however, because this plan is a profit-sharing plan, rather than a pension-type plan, benefits are not permitted to be guaranteed by the Pension Benefit Guaranty Corporation.

WHEN MAY I PARTICIPATE IN THE PLAN?

First, you must be an employee of Mesa Technology Group, LLC, in order to be eligible for participation. You must also be at least 20-1/2 years of age, and must have completed at least a 12-month period since your date of hire without a severance (i.e., without a quit, discharge, etc.). You will be admitted to participation in the plan on the earliest entry date after you have met these requirements. The annual entry date under the plan is the first day of April; you will be admitted to participation on the entry date nearest the date you have met the age and year of service for participation requirement under the plan. Generally this will mean that if you are a full time employee who is at least 20-1/2 years of age, you will become a participant within 1-1/2 years after beginning employment. If you have met these requirements, you may already be a participant in the plan.

For example, suppose you had begun working for Mesa Technology Group, LLC on April 15, 1988, and did not have a severance from service, such as your quitting or your being terminated, by October 14, 1988. Then you would be admitted to participation in the plan on April 1, 1997, (the first entry date after completion of at least a 6-month period of service), as long as you had attained the age of 20-1/2 and were an employee on April 1, 1997.

If you incur a severance from service before you become a participant, but you return to employment, you will be admitted to participation in the plan on the next entry date after you have at least 6 months of service, if you do not incur another severance from service during that time. In other words, if you had at least 6 months of service for the period ending on the last day of March, 1990, you would be admitted to participation in the plan on April 1, 1991, as long as you were at least 20-1/2 years of age and were an employee on April 1, 1991.

Hour of Service. An hour of service means any hour for which you are paid for working for the employer. It also may include certain hours for which you are not directly paid by the employer. An hour of service is important for measuring 1,000 hours of service for participation (as discussed above), 1,000 hours of service for accrual of benefits, 1,000 hours of service for vesting and less than 501 hours of service for a one-year break in service (all of which are discussed below).

If you are a member of a collective bargaining unit as to which retirement benefits were the subject of good faith bargaining, you are not eligible to participate in this plan. If you are a nonresident alien who receives no earned income from the Employer which constitutes income from sources within the United States, you are not eligible to participate in this plan.

Suspension or Termination of Participation. If your employment terminates, after you have become a participant, and you incur a one-year break in service, your participation in the plan will be suspended or temporarily terminated until you complete a year of service for participation following your return to employment. For this purpose a year of service for participation will be measured in a manner similar to that of a year of service for participation, discussed above; except that the first day of the 12-month period will begin with the day you return to employment after the one year break in service.

Breaks in Service. Five (or more) consecutive one year breaks in service can be important in determining the number of years of service for vesting, discussed below under the heading **VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT'S BENEFITS**. A one-year break in service occurs when an employee has no more than 500 hours of service during a plan year. In certain cases of absence due to pregnancy, child birth, an adoption, you may be credited with enough hours of service to avoid a one year break in service for one plan year. You should check with the employer about this.

WHAT IS THE PLAN YEAR?

The plan year is the first day of April to the last day of March annually. The plan year is important for various reasons. For example, it is the period as to which records are kept for plan administration, and the period as to which allocations of employer contributions are determined.

HOW MUCH WILL THE EMPLOYER CONTRIBUTE?

Under this plan the employer has the right to make contributions to the plan out of its pre-tax profits. The employer is not obligated in any year to make contributions to the plan; however, the contributions of the employer must be "substantial and continuing" for the plan to continue to receive favorable tax benefits under the Internal Revenue Code. Generally, once the employer contributions are made to the plan, they will be allocated to the accounts of individual participants in the manner described under the headings **HOW DOES THE PLAN WORK?** above, and **HOW ARE EMPLOYER CONTRIBUTIONS ALLOCATED TO INDIVIDUAL PARTICIPANTS' ACCOUNTS?** below.

COMPENSATION

Generally your compensation for purposes of determining the amount of your contributions under the plan and the allocation of any employer contributions will be all compensation paid during the Plan Year under consideration as W-2 income by the employer to you, excluding director's fees and including amounts deferred pursuant to IRC Section 401(k)(2), or Section 403(b), or contributed to any welfare benefit plans maintained by the Employer through a reduction in the Employee's

compensation which, pursuant to IRC Section 125, are not included in the gross income of the Employee for the taxable year in which such amounts are contributed. It excludes amounts in excess of \$200,000 annually (as indexed).

ELECTIVE DEFERRAL CONTRIBUTIONS

Under the plan you will have the option of electing to have an amount of your compensation contributed to the plan instead of being paid directly to you. This election must be made within the 30 day period preceding the plan year, in accordance with rules established by the administrative committee. The total amount which can be deferred by you cannot exceed \$7,000 (adjusted for the cost of living) during the calendar year. The average ratio of compensation to deferrals by highly compensated employees, as defined in the plan, cannot exceed, by more than an amount specified by law, the corresponding average ratio for amounts deferred by non-highly compensated employees. If the permissible ratio is exceeded, the administrative committee may reduce or stop the contributions of highly compensated employees, may recharacterize the contributions as after-tax participant contributions, or may return the deferrals to the highly compensated employees who made them, together with the earnings thereon, which exceed the permissible limits.

Any amounts contributed under this provision will be 100% vested. You will not be required to pay any income taxes on these amounts until they are distributed to you from the plan. However, social security taxes will be deducted from these amounts just as they would be from your regular compensation.

MATCHING EMPLOYER CONTRIBUTIONS

Mesa Technology Group, LLC may match on a discretionary basis your elective deferral contributions each plan year.

The average ratio of the compensation of highly compensated participants to their after-tax contributions cannot exceed a similar ratio for non-highly compensated participants by more than the amount permitted by law. If the amount is exceeded, excess employer matching contributions will be forfeited.

AFTER-TAX PARTICIPANT CONTRIBUTIONS

In addition elective deferrals (pre-tax), you can also make after-tax contributions to the plan. Although you do not defer any income tax as to the initial contribution, these funds will accumulate on a tax deferred basis.

The average ratio of the compensation of highly compensated participants to their after-tax contributions cannot exceed a similar ratio for non-highly compensated participants by more than the amount permitted by law. If the amount is exceeded, excess contributions will be returned to the highly compensated participants who made them.

HOW ARE EMPLOYER CONTRIBUTIONS ALLOCATED TO INDIVIDUAL PARTICIPANTS' ACCOUNTS?

Once the employer has made a contribution to the plan for any particular year, the contribution will be allocated to the accounts of participants who have completed at least 1,000 hours of service with the employer during the plan year for which the contribution is made and who are employees of the employer on the last day of the plan year. If a participant has terminated employment and a certain percentage of the amount credited to his account has been forfeited because it was not vested (see the discussion below under the heading VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT'S BENEFITS), that amount will be reallocated to the remaining participants' accounts in the same manner as initial employer contributions.

The employer contributions and forfeitures (if any) will be allocated, as of the last day of each plan year, to each participant's account in the proportion which that participant's compensation bears to the total compensation of all eligible participants for the plan year. The compensation of a participant for this purpose will generally consist of amounts paid him as salary or wages during the plan year, but will not include fringe benefits such as health insurance or contributions to this plan except that they will include pre-tax deferrals by the participant.

Suppose, for example, a participant's compensation is \$10,000 for a plan year and the total compensation paid all participants is \$100,000. If the employer contributed \$10,000 for the plan year, and there were no forfeitures to be reallocated, the participant earning \$10,000 would be credited with \$1,000.

LOANS TO PARTICIPANTS

Under the plan if you have vested accrued benefits you may, with the approval of the administrative committee, borrow up to 50% of your vested accrued benefits, not to exceed \$50,000.

The amount of any loan balance outstanding within 12 months preceding the loan will reduce the \$50,000 limitation. For example, an individual with an account balance of at least \$100,000 who had a loan of \$15,000 outstanding for the 12 months preceding a new loan could only borrow \$35,000, even if the \$15,000 loan was repaid. However, a participant who could only borrow \$10,000 and had repaid a \$5,000 loan immediately before borrowing the new amount would not be prevented by this rule from borrowing \$10,000.

In deciding whether or not to make loans, the administrative committee may agree to make a loan, but it may be for less than the maximum amount requested by you. For the purposes of determining amounts that can be borrowed under this plan, amounts borrowed from other qualified retirement plans maintained by the employer will be taken into account. All loans must be repaid within 5 years unless they are used by the participant to acquire a principal residence. Loans are also subject to certain other conditions provided in the plan as to security and rate of interest.

The amount of the loan will be allocated against your accrued benefits. As you repay the loan, principal and interest will be credited to your account.

VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT'S BENEFITS

Nonforfeitable or Vested Percentage. Funds contributed by the employer, as well as forfeitures, are allocated as described above and are then invested and accumulated. The portion or percentage of the employer contributions which will eventually be distributed to you after you have terminated employment is called the nonforfeitable or vested percentage. If, for example, your vested percentage is 0%, no benefits will be distributed to you. If your vested percentage is 50%, one-half the benefits credited to your account will be distributed to you. (If part or all of your benefits are forfeited, and you subsequently return to employment prior to the time you have 5 consecutive one year breaks in service, you may repay the amount previously distributed to you and any forfeited benefits will be restored to your account. However, to have the forfeited amount restored, you must repay in full any amounts distributed to you before the earlier of (i) 5 years after the first date on which you are reemployed, or (ii) the date you incur 5 consecutive one year breaks in service following the date of the previous distribution to you.) If you are 100% vested, all employee contributions credited to your account, adjusted for investment experience, will be distributed to you. (The time and manner in which your benefits will be distributed to you is discussed below under the heading DISTRIBUTION OF BENEFITS.)

You are 100% vested at all times in your deferral account and your after-tax account. You will be 100% vested in your remaining accounts under any of the following circumstances:

1. You retire on or after age 65 and after five years from your initial date of participation in the plan.
2. You die while still working for the employer.
3. You become totally and permanently disabled while still working for the employer.

However, if you terminate your employment for any reason other than retirement, death, or total and permanent disability, your nonforfeitable or vested percentage may be less than 100%. This means that part of the amount allocated to your account may be forfeited after your termination and reallocated to the accounts of participants remaining in the plan. The plan contains this provision in order to encourage plan participants to remain employees, by rewarding long-time participants in the plan with proportionately greater benefits than short-time participants. The actual percentage of vested benefits is based on the number of years of service for vesting. (A year of service for vesting is explained below.) The percentage of your nonforfeitable or vested amount is determined as follows:

Years of Service for Vesting	Vested Percentage
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Less than One Year	0%
1 Year	0%
2 Years	20%
3 Years	40%
4 Years	60%
5 Years	80%
6 or more Years	100%

In addition, employees who commit a crime or other wrongful act against the employer or deliberately harm a fellow employee may, by so doing, forfeit some or all of their benefits.

Year of Service for Vesting. A year of service for vesting is each plan year, in which an employee has 1,000 hours of service with the employer. The total nonforfeitable percentage is determined by adding each year of service for vesting together to obtain the total number of years of service for vesting. Years of service for vesting may include plan years for which you were an employee but not a participant.

If any of the years of service for vesting are interrupted by one or more one-year breaks in service, credit for years of service which occurred prior to the one-year break in service will be lost if you do not return to employment. If you return to employment before you incur 5 consecutive one year breaks in service, your pre-break vested amount will be increased if you have post-break years of service for vesting. For example, suppose a participant has 2 years of service for vesting and then terminates employment for two years, when he is 20% vested. If he does not return to employment, his vesting will not increase. If he returns to employment before incurring 5 consecutive one year breaks in service and then has new years of service for vesting, his 20% pre-break vested amount will increase.

HARDSHIP DISTRIBUTIONS

If you have made pre-tax elective deferrals, and you have a hardship reason for withdrawing some or all of the funds in your elective deferral account, you may apply to the administrative committee for a hardship withdrawal. A hardship withdrawal may only be made for the payment of (i) medical expenses, (ii) the purchase of a principal resident, (iii) tuition for post--secondary education, or (iv) payments necessary to prevent eviction or mortgage foreclosure of your residence.

Because the law requires that your financial need be immediate and heavy, you will need to give the administrative committee a statement that the need cannot be relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by reasonable liquidation of your assets, (iii) by ceasing to make elective deferrals under the plan, (iv) by other distributions or loans from plans maintained by the employer, or (v) by borrowing from commercial sources on reasonable commercial terms.

The in addition to meeting the above conditions, amount of the hardship distribution (i) cannot exceed the amount of the hardship need, and (ii) the participant cannot make any more pre-tax deferrals or after-tax contributions for the 12 month period following receipt of the distribution, and may not make pre-tax deferrals for the remainder of the calendar year in which the 12 month period ends which exceed \$7,000 (adjusted for the cost of living) minus the pre-tax deferrals, if any, made in the calendar year in which the hardship distribution is made.

DISTRIBUTION OF BENEFITS

Time of Distribution. After you have terminated your employment and have incurred a one year break in service or are 100% vested, you may elect to receive your accrued benefits. However, if the value of the vested (nonforfeitable) benefits credited to your account are \$3,500 or less at the time you terminate, the entire amount will be distributed to you within 90 days of your termination. You may incur a 10% penalty tax if distributions are made to you before age 59-1/2.

If any nonvested accrued benefit is forfeited, you may have the right to return such amounts to the plan if you return to employment, and have the nonvested amount restored to your account.

Manner of Distribution. At your election benefits may be distributed either in a lump sum, or in installments over a period not exceeding (i) 10 years or (ii) your anticipated life expectancy/the anticipated life expectancy of you and your spouse

INDIVIDUAL CHOICE ACCOUNTS

The profit sharing plan generally allows you to direct the trustee to invest the funds in your account to be invested in assets of your own choosing. However, such funds may not be invested in certain "collectible" items such as art works, antiques, rare coins (but gold coins minted by the U.S. or any State are acceptable) and the like. When funds in an account are invested separately pursuant to a participant's instructions, the funds so invested will be segregated into separate accounts for that participant and earnings and losses with respect to those segregated accounts will be accounted for separately. It should be kept in mind that if you instruct the trustee to make an investment, you have undertaken the responsibility for the success or failure of that investment choice.

"TOP HEAVY" PLANS

If this plan is a "top heavy" plan special rules concerning vesting, minimum contributions and benefits, and amounts deemed to be compensation, will be applicable.

Generally, a "top heavy" plan is a plan in which the value of the employer and participant accounts of all "key-employees" exceeds 60% of the value of the participant and employer accounts of all employees. A "key-employee" is a participant who for any of the four preceding plan years is (i) an officer who earns at least \$45,000 per year (adjusted for cost of living to \$51,291 in 1990), (ii) one of the ten employees owning the largest interest in the employer and who earns at least \$30,000 per year,

(iii) an owner of more than 5% of the employer, or (iv) an owner of at least 1% of the employer having an annual compensation from the employer of more than \$150,000.

Some of the special provisions which are applicable during plan years in which a plan is top heavy are as follows:

Rapid Vesting. For plan years during which the plan is a top heavy plan the vesting schedule set forth under the sub-heading "Non-forfeitable or Vested Percentage" will be revised (to the extent the vesting schedule shown below is more favorable to you) as follows:

Years of Service for Vesting	Vested Percentage
less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years or more	100%

If following a year in which the plan is a top heavy plan, the plan no longer qualifies as a top heavy plan, then the rapid vesting schedule set forth above will no longer be applicable and the schedule set forth under the heading "Non-forfeitable or Vested Percentage" will apply instead. However, your vested accrued benefit may not be reduced by this change and if you have 5 or more years of service for vesting you will have the right to choose between the two vesting schedules.

Minimum Contributions and Benefits. For plan years during which this plan is a top heavy plan the employer must provide minimum benefits or contributions to all non-key employees with a year of service for accrual of benefits. Generally this means that you will receive a contribution to your employer account which is at least equal to 3% of your compensation, as long as similar contributions are made for the plan year to key employees.

In addition to the limitations set forth above other consequences may result during plan years in which this plan is a top heavy plan. For details as to these provisions see the profit sharing plan itself.

DESIGNATION OF BENEFICIARY

You should designate a beneficiary to receive any benefits which would become payable upon or after your death. This designation should be made in writing on a form to be provided to you. If you do not make such a designation, your spouse, your lineal descendants, your parents, and your estate, in that order, would receive any benefits payable upon your death.

Under most circumstances your spouse is required to be your beneficiary. The plan provides for a

procedure for your spouse consenting not to being named as a beneficiary. If the procedure in the plan is not followed, your spouse may well be your beneficiary, in case of your death, even though you have named a different beneficiary.

FILING CLAIMS FOR BENEFITS

You, as a participant, or your beneficiary (in the event of your death), at the time discussed above in this plan description, may file a written election with the administrative committee, requesting a distribution of benefits. If your claim, or that of your beneficiary, is denied, the reasons for the denial will be given to you or your beneficiary in writing. You or your beneficiary will then have 60 days from the date of notice of denial of your claim to appeal the decision in writing to the administrative committee. You or your beneficiary will then be given an opportunity for a full and fair review by the administrative committee.

RIGHTS OF PARTICIPANTS

Participants and beneficiaries in this profit-sharing plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Title I of ERISA provides that all plan participants shall be entitled to:

(a) Examine, without charge, at the plan administrator's office and at other locations such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan administrator with the U. S. Department of Labor, such as annual reports and plan descriptions.

(b) Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

(c) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

(d) Obtain, once a year, a statement of the total plan benefits accrued and the nonforfeitable (vested) plan benefits, if any, or the earliest date on which benefits will become nonforfeitable (vested). The plan may require a written request for this statement, but it must provide the statement free of charge.

In addition to creating rights for plan participants, Title I of ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union or any other person, may fire you or otherwise

discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

If your claim for a plan benefit 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 plan review and reconsider your claim.

Under Title I of ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the plan administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. 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. 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, you should contact the plan administrator.

If you have any questions about this statement or your rights under ERISA, you should contact the plan administrator or the nearest Area Office of the U. S. Labor-Management Service Administration, Department of Labor.

AMENDMENT AND TERMINATION

Mesa Technology Group, LLC expects to continue the plan indefinitely, but reserves the right to terminate the plan or to amend it. Mesa Technology Group, LLC also reserves the right to suspend contributions if it is determined that continuation of contributions is impossible or inadvisable. If the plan is terminated, or if the employer contributions to the plan are permanently discontinued, each participant will be entitled to receive the entire amount of his account.

IDENTIFYING DATA

Under this heading the names and addresses of certain individuals who have various responsibilities with respect to this plan are shown. Also, certain identification information with respect to the plan itself is set out in case that information would be of use to you.

Employer: Mesa Technology Group, LLC, 5826 Dewey St, Cheverly, Md. 20785.

Identification Numbers. The employer's IRS identification number is: 52-1954731; and the plan identification number is 001.

Type of Administration. The plan is administered by the employer and trustee.

Plan Administrator: Mesa Technology Group LLC, 5826 Dewey St, Cheverly Md., 20785.

Agent for Service of Process: James Doll, C/O Mesa Technology Group LLC, 5826 Dewey St, Cheverly Maryland, 20785. In addition, service of legal process may be made upon any plan trustee or the plan administrator, whose names and addresses are listed under this heading.

Trustee: Mesa Technology Group LLC, 5826 Dewey St, Cheverly Maryland, 20785.