

**A SUMMARY PLAN DESCRIPTION OF  
MID-ATLANTIC MARKETING AGENTS, INC.  
PROFIT SHARING PLAN**

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# INTRODUCTION

## **Type Of Plan**

Effective January 1, 1999, Mid-Atlantic Marketing Agents, Inc. (the Employer) amended your profit sharing plan and trust, which is called the Mid-Atlantic Marketing Agents, Inc. Profit Sharing Plan (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 made 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 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:

Robert P. Barrett  
P. Kevin Richards  
4000 Mitchellville Road, Suite A410  
Bowie, MD 20716-3101

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:

Mid-Atlantic Marketing Agents, Inc.  
4000 Mitchellville Road, Suite A410  
Bowie, MD 20716-3101  
Telephone (301) 464-7600  
EIN 52-1308862

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 31<sup>st</sup>. Legal process can be served on either the Administrator, the Employer, or the Trustees.

# PLAN PARTICIPATION

## **Eligibility Requirements**

If you are currently a Participant in the Plan, you will continue to participate. If you are not currently a Participant, you will be eligible to enter the Plan as a Participant when you reach age 20½ and complete 6 months of service, which means you must complete at least 83.33 Hours of Service per month for 6 months.

## **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**

You will actually enter the Plan as a Participant on the January 1st which coincides with or next follows the date on which you satisfy the eligibility requirements. When you become a Participant, an Account will be established to receive your share of Employer contributions and investment earnings and losses.

## **CONTRIBUTIONS AND ALLOCATIONS**

**Contributions Made By The Employer**

Employer contributions are totally discretionary, but in any Plan Year in which contributions are made and in which you are an eligible Participant, an allocation will be made to your Account using the cross-tested method. **Under the cross-tested method, there are three groups of employees in the Plan: Group 1, defined as Owner Employees; Group 2, defined as Sales Managers, and Group 3, defined as all other Participants.** You will be provided with an annual statement of the actual amount allocated to your Account each Plan Year. Your Compensation for Plan purposes is the amount reported on your Form W-2 during the Plan Year up to \$160,000. However, compensation earned prior to becoming a Participant will not be counted.

**Participants Eligible For Allocations**

Participants who are employed on December 31st will receive an allocation of any Employer contributions made for that Plan Year. The Accounts of Participants who terminate employment before December 31st will only receive a contribution allocation for that Plan Year as follows: (1) Participants who terminate because of retirement will receive an allocation regardless of Hours of Service; (2) Participants who terminate because of disability will receive an allocation regardless of Hours of Service; (3) Participants who terminate because of death will receive an allocation regardless of Hours of Service; and (4) Participants who terminate for any other reason will receive an allocation if they complete at least 501 Hours of Service.

**Top Heavy Contributions**

A top heavy plan is a plan in which more than 60% of the Employer's contributions 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 when you reach Normal or Early Retirement Age. Normal Retirement Age is the later of the date you reach age 65 or your 5th anniversary of becoming a Participant in the Plan. Early Retirement Age is the date you reach age 55 and complete 10 Years of Service. You can postpone retirement and continue working, in which case you can postpone receipt of your Account until you actually retire, or you can have it distributed while you are still employed. Your Account will be distributed as soon as administratively feasible after you request payment. 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 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 reaching Normal or Early 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. You will have a 100% Vested Interest when you reach Normal or Early Retirement Age prior to termination of employment, or upon your death or disability prior to that date. Your Vested Interest at any other time, including termination of employment prior to your retirement, death or disability, will be determined by the number of Years of Service you have completed as indicated in the vesting schedule which follows this paragraph, excluding Years of Service you completed before this Plan was established. A Year of Service for vesting purposes is a Plan Year in which you complete at least 1,000 Hours of Service. Any part of your Account which is not vested will be forfeited when you terminate employment.

Years of Service	Vested Interest
2 .....	20%
3 .....	40%
4 .....	60%
5 .....	80%
6 .....	100%

## PRE-RETIREMENT DISTRIBUTIONS

You can withdraw up to 100% of your Vested Interest while you are still employed even though you have not reached Normal or Early Retirement Age. To qualify, you must be age 65 and you must have a 100% Vested Interest in your Account. In addition, the amount being distributed must have accumulated in your Account for at least two consecutive Plan Years, or you must have been a Participant in the Plan for at least 5 years. Distribution will only be made in a lump sum.

## HARDSHIP DISTRIBUTIONS

You can withdraw up to 100% of your Vested Interest to help pay for a financial hardship caused by (1) eligible medical expenses incurred by you or your family; (2) the purchase (excluding mortgage payments) of your principal residence; (3) tuition for the next 12 months of college for you or your family; (4) payments needed to prevent your eviction from, or foreclosure on the mortgage of, your principal residence; (5) funeral expenses for a member of your family; or (6) any other immediate and heavy financial need as determined by the Administrator. A hardship distribution cannot exceed the amount required to relieve the financial need, and will only be made in a lump sum.

## INVESTMENT OF ACCOUNTS

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, including but not limited to stocks, bonds, and mutual funds. With regard to your directed investments, you will be allowed to choose from any investment alternatives approved by the Trustees. The Trustees maintain the right to limit your choice of investment vehicles

and firms. All earnings on your directed investments will be credited to your Account. You can switch between investment alternatives as often as permitted under the investment vehicle you choose.

## **TAX WITHHOLDING ON PLAN BENEFITS**

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

Any eligible rollover distribution which is directly transferred 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 can be rolled over to another qualified plan or an individual retirement account (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; or (2) is a minimum benefit payment which must be paid to you because you have reached age 70½. There are additional distributions that are not eligible to be rolled over. Contact the Administrator if you have questions regarding whether a Plan distribution is eligible to 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. The Administrator may also be required to withhold an additional amount for applicable state income tax. 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**

Your general creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. If you separate from or divorce your spouse, a court can direct that all or part of your benefit be paid to another person, usually your ex-spouse or your children.

**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 under this Plan 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 protection and limitations, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 1200 K Street NW, Washington, D.C. 20005, 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 worksites 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.

The Employee Retirement Income Security Act also imposes duties upon the people responsible for the operation of the plan. These people, 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 is denied in whole or part, you must receive a written explanation, and you have the right to have the Plan review and reconsider your claim.

There are steps you can take to enforce your rights under ERISA. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. If fiduciaries misuse the Plan's money or if you are discriminated against for asserting your ERISA rights, you may seek help from the United States 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 win your suit, the court may order the person you sued to pay the costs and fees. If you lose your suit, the court may order you to pay court costs and legal fees, if, for example, the court finds that your claim was frivolous. If you have questions about the Plan, contact the Administrator. If you have questions about



this statement or your rights under ERISA, contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.