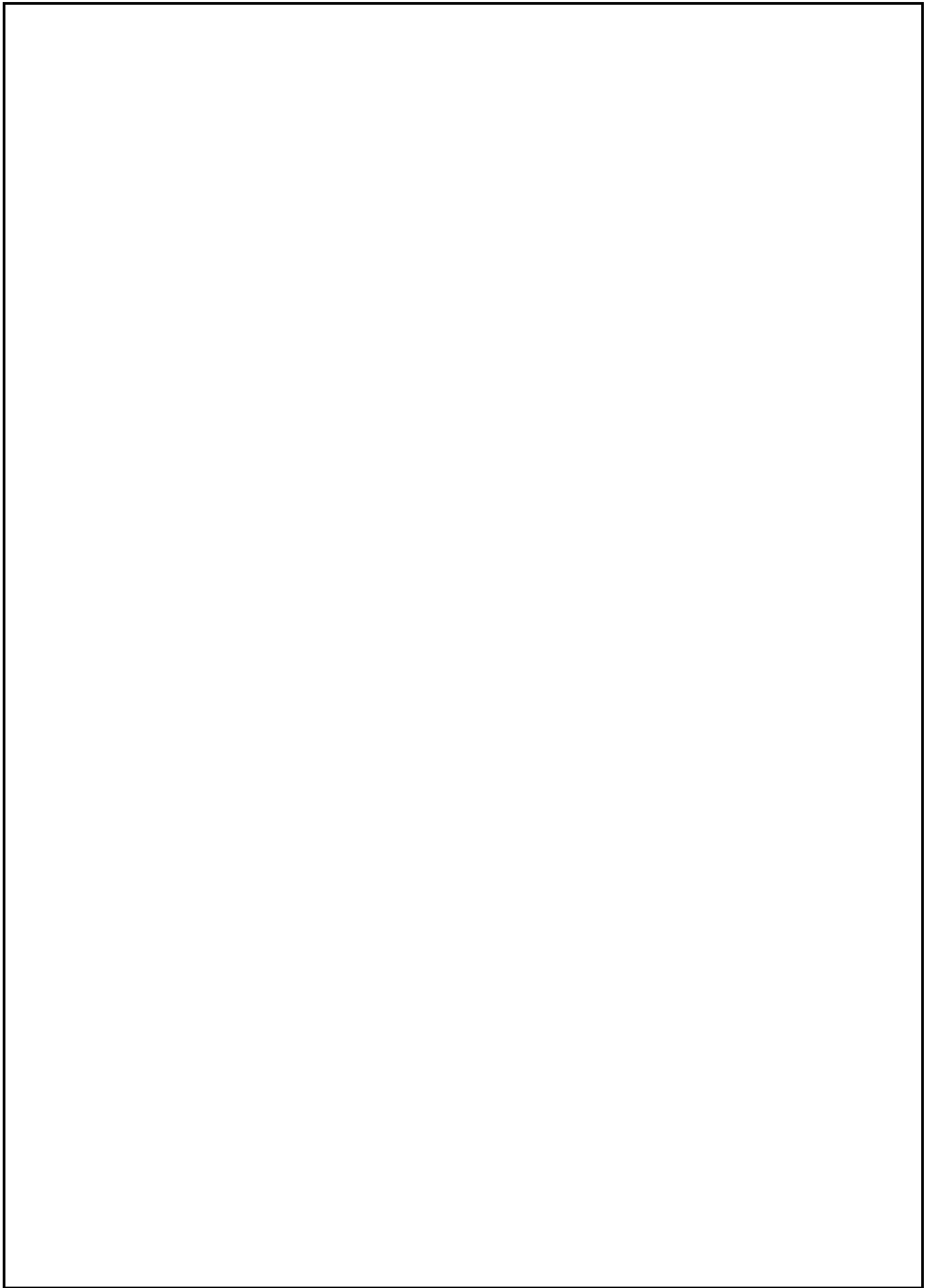


**SUMMARY PLAN DESCRIPTION  
OF THE  
JOHN E. PLUNKET  
PROFIT SHARING PLAN**



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## INTRODUCTION

### **Type Of Plan**

Effective February 1, 1997, John E. Plunket (the Employer) amended its profit sharing plan and trust, which is called the John E. Plunket 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 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. Plunket  
Karen A. Plunket  
5066 MacAuthor Boulevard  
Washington, DC 20016

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:

John E. Plunket  
5066 MacAuthor Boulevard  
Washington, DC 20016  
Telephone (202) 295-2222  
EIN 57-8646689

The Employer has assigned number 001 to the Plan; the accounting year of the Plan, called the Plan Year, begins February 1st and ends the following January 31st; and 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. **An Employee will also receive credit for all Years of Service with The Oxford Group if the crediting of such Years of Service does not cause the Plan to discriminate in favor of Highly Compensated Employees.**

### **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 February 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 based on the ratio that your Compensation bears to the total Compensation of all eligible Participants for that Plan Year. This means that the amount allocated to your Account will, as a percentage of Compensation, be the same that is allocated to all other eligible Participants. For example, if the Employer makes a contribution equal to 10% of the total Compensation of all Participants, and your Compensation for the year is \$25,000, the amount allocated to your Account would be \$2,500 (\$25,000 times 10%). Your Compensation for Plan purposes is the amount reported on your Form W-2 during the calendar year ending on or within the Plan Year up to the maximum annual dollar limit permitted by law (which is currently \$160,000 per year). However, compensation earned prior to becoming a Participant will not be counted.

**Participants Eligible For Allocations**

Participants who are employed on January 31st will receive an allocation of any Employer contributions made for that Plan Year. Participants who terminate employment before January 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 January 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.

If your Account does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage you choose, the smaller the monthly annuity payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect either a lump sum or installments.

## **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, in the opinion of a doctor appointed by the Administrator, totally and permanently prevents you from performing your specified duties; but even if you are totally and permanently unable from performing your specified duties for the Employer, 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 be distributed as soon as administratively feasible after you retire on account of the disability, but if your Vested Interest exceeds \$5,000, you can defer distribution to a later date. However, you cannot defer distribution beyond your Normal Retirement Age.

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage you choose, the smaller the annuity payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect either a lump sum or installments.

## **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 the beneficiary of 50% of your Vested Interest, but you can name anyone else (including your spouse)

to receive the other 50%. Your spouse can waive in writing his or her statutory death benefit entirely, in which case you can name another beneficiary to receive 100% of your Vested Interest.

Distribution of your death benefit will be made as soon as administratively feasible after the date of your death. Unless you indicate otherwise in a beneficiary designation form, a non-spouse beneficiary can elect either a lump sum or installments. Any death benefit payable to your spouse will be distributed as monthly annuity payments until his or her death. You can waive the annuity form of payment if your spouse consents in writing, in which case you can elect to have your spouse receive either a lump sum or installments.

## **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, but if your Vested Interest exceeds \$5,000, you can defer distribution to a later date (but not beyond Normal Retirement Age).

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage you choose, the smaller the annuity payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect either a lump sum or installments.

## **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.

## **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, can only be made with the written consent of your spouse, and will only be made in a lump sum.

## **PARTICIPANT LOANS**

### **General Loan Requirements**

You can borrow from the Plan with the consent of the Administrator. The maximum amount you can borrow is 50% of your Vested Interest or \$50,000, whichever is less. If a loan is approved, your Account must be pledged as security and your spouse must give written consent. Each loan will bear a rate of interest to be determined when the loan is made, and must be repaid within 5 years by equal payments made at least quarterly, except that a loan used to buy your principal residence can be repaid over more than 5 years. The interest you pay will be credited to your own Account.

### **Repayment and Default**

If you fail to make payments for two successive quarters, your loan will be considered in default and your Account will be reduced by the outstanding loan balance. If you terminate employment before the loan is repaid, you will have a reasonable time after termination to repay the loan (generally 60 days) and if you fail to repay the loan, it will be considered in default. You will be liable in the year of default for federal and state income taxes on the outstanding loan balance, and, if you have not reached age 59½, a 10% penalty tax. If there is an outstanding loan balance at the time your Account is to be distributed, the loan balance will be subtracted from your Account before distribution.

## **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, which may include stocks, bonds, and mutual funds. You will also be allowed to 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 in writing or through an 800 number which will be made available to you. Any change you wish to make to your investment alternatives will go into effect as soon as practicable after the change 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 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; or (2) is a minimum benefit payment which must be paid to you because you have reached age 70½. 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. 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**

In general, your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. There are two exceptions: (1) your Account must be pledged as collateral for a loan from the Plan; and (2) 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 either in a lump sum or in the form of a deferred annuity purchased from an insurance company to guarantee payment of a monthly pension at your Normal Retirement Age. 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 profit sharing 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.