

**A SUMMARY PLAN DESCRIPTION OF**  
**PETER L. PASSERO & ASSOCIATES P.L.C.**  
**401(K) PROFIT SHARING PLAN**

**January 2005**

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## INTRODUCTION

### **Type of Plan**

Effective January 1, 2005, Peter L. Passero & Associates P. L. C. established a 401(k) plan, which is named the Peter L. Passero & Associates P.L.C. 401(k) Profit Sharing Plan and which will be referred to in this summary plan description as the "Plan".

### **Plan Sponsor**

The sponsor of the Plan is Peter L. Passero & Associates P. L. C., and this summary will sometimes refer to Peter L. Passero & Associates P. L. C. as the "Employer", "we", "us" or "our". Our address is 1430 Spring Hill Road, Suite 101, McLean, VA 22102; our telephone number is (703) 821-4040; and our employer identification number is 20-0423005.

### **Purpose of the Summary**

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 we may have made 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, whose name and address is set forth in the next section.

## PLAN ADMINISTRATION

### **Plan Trustees**

The Plan is administered by a written plan and trust agreement, and the trustee of that agreement is responsible for management of the Plan's assets. The Trustee is Peter L. Passero, whose address is 1430 Spring Hill Road, Suite 101, McLean, VA 22102.

### **Plan Administrator**

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The Administrator of the Plan is Peter L. Passero & Associates P. L. C., whose address is 1430 Spring Hill Road, Suite 101, McLean, VA 22102, and whose telephone number is (703) 821-4040.

### **Other Information**

We have 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 legal process can be served on either the Administrator, we as the Employer, or the Trustee.

## PLAN PARTICIPATION

### **Eligible Employees**

Any employee of Peter L. Passero & Associates P. L. C. who is also considered an Eligible Employee will enter the Plan as a Participant on the Entry Date as of which he or she satisfies the eligibility requirements described below in *General Eligibility Requirements*. All persons who are our employees are considered Eligible Employees for purposes of the Plan.

Any employee who is otherwise eligible to participate in the Plan can make a one-time irrevocable election to waive participation in the Plan, except that the Administrator may in its sole discretion elect not to make this option available to certain "non-highly compensated employees".

#### **General Eligibility Requirements**

will be eligible to enter the Plan as a Participant upon reaching age 21 and completing 1 Year of Service.

In determining eligibility and the applicable entry date for Plan participation, you will be deemed to have completed a Year of Service on the last day of the applicable eligibility computation period during which you are credited with the required number of Hours of Service.

See the section below titled *SERVICE RULES* for an explanation of how eligibility computation periods and Years of Service for eligibility are determined.

#### **Entry Date**

After you have satisfied the eligibility requirements described in *General Eligibility Requirements*, you will actually enter the Plan as a Participant on the January 1st or July 1st that coincides with or next follows the date on which you satisfy those requirements.

#### **Participation by Employees Whose Status Changes**

If you are not considered an Eligible Employee but later become one, you will participate in the Plan immediately if you otherwise satisfy the eligibility requirements. If you are a Participant and later become a member of an ineligible class, your Plan participation will be suspended but your Vested Interest percentage will continue to increase, and you will be entitled to an allocation for the Plan Year only to the extent of service you completed while an Eligible Employee. Upon returning to an eligible class of employees, you will immediately participate again in the Plan.

## **SERVICE RULES**

#### **Service Definitions**

Service for vesting and eligibility will be determined by your Years of Service. A *Year of Service* is a 12-month computation period during which you complete a certain number of Hours of Service. An *Hour of Service* is any hour for which you have a right to be paid by us, by an adopting Employer, or by an affiliated employer, including hours you are paid for vacation, holidays, illness, back pay and maternity leave. You will incur a *Break in Service* if you fail to perform more than 500 Hours of Service during any 12-consecutive month computation period described below. A Break in Service may affect your eligibility to receive an allocation of contributions to your Account and the computation of your Vested Interest. You will receive credit for a Year of Service as follows:

1. **To determine your eligibility to participate:** In determining your initial eligibility to participate in the Plan, you will be credited with a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month eligibility computation period. Your initial eligibility computation period begins on your date of hire. The second eligibility computation period will begin on the first day of the Plan Year which begins prior to the first anniversary of your date of hire.

2. **To determine your Vested Interest:** In determining the Vested Interest in your Account, you will be credited with a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month vesting computation period, which is the Plan Year.

#### **Termination and Return to Employment**

If you terminate and return to employment with us before you incur a Break in Service, your Years of Service and Plan participation will not be interrupted. If you return to employment with us after a Break in Service, your prior Years of Service will be counted (and if you were a Participant, your Plan participation will be reinstated) upon your re-employment.

#### **Credit for Service with Other Employers**

For Plan purposes, your Service counts if it was completed with us, with another Employer that adopts the Plan, and with any direct predecessor business that is or would have been considered a part of the same group of affiliated employers with us or another adopting Employer.

## **CONTRIBUTIONS AND ALLOCATIONS**

#### **Elective Deferrals**

Effective December 1, 2005, provided you are eligible, you can file a Salary Deferral Election form with the Administrator authorizing us to withhold as an Elective Deferral up to 25% of your Compensation. Elective Deferrals can be made in whole percentages of Compensation or in specific dollar amounts, and your Elective Deferrals will be allocated to your Elective Deferral Account.

Beginning with the Plan Year which begins in 2004, the maximum Elective Deferral you can make for any Plan Year will be 100% of your Compensation.

Notwithstanding the preceding paragraph, your Elective Deferrals for any calendar year cannot exceed the annual dollar limit permitted by law, which is \$14,000 in 2005 and \$15,000 in 2006. You can also make additional catch-up contributions beginning in the calendar year in which you reach age 50. The maximum catch-up contribution is \$4,000 in 2005 and \$5,000 in 2006.

In any Plan Year in which you have not deferred at the maximum rate permitted by the Plan, you can elect to defer up to 100% of your Compensation for one or more pay periods in order to raise your deferral to the maximum rate permitted by the Plan. You can also elect to defer up to 100% of any bonus which is paid not more than two and one-half months after the last day of the Plan Year. Should you terminate employment with us, you can also elect to defer up to 100% of any lump sum severance pay you might receive.

For Elective Deferral purposes, your Compensation is the amount reported on the Form W-2 you receive from us during the Plan Year, excluding any amount in excess of the annual dollar limit. The annual limit is \$205,000, and this dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law.

Elective Deferrals made by certain highly paid employees (under law called highly compensated employees, or HCEs) may be limited under IRS rules unless (a) there are no Plan participants who are not considered HCEs, or (b) there are Plan participants who are considered HCEs, and the amount of Elective Deferrals for non-HCEs when compared to the amount of Elective Deferrals for

HCEs is sufficient to pass special IRS non-discrimination testing. This test is intended to ensure that there is a fair level of participation by all eligible participants regardless of compensation level.

In order to meet the non-discrimination test, we encourage participation from all Eligible Employees. Depending upon the results of the test, shortly after the end of each Plan Year the Administrator may have to refund a portion of certain HCEs' Elective Deferrals which have already been contributed to the Plan, as determined under Internal Revenue Service regulations. You will be notified by the Plan Administrator if any of your Elective Deferral contributions will be refunded to you.

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

You can change your Salary Deferral Election form as permitted by the Administrator. You can also suspend or cancel your Salary Deferral Election form effective 30 days after giving written notice to the Administrator, in which case you cannot make a new election until the next available date specified by the Administrator. If necessary to insure that the Plan satisfies the non-discrimination tests mentioned in the preceding section, we also have the right to reduce or suspend your Salary Deferral Election at any time.

#### **Matching Contributions**

We may elect to make a Matching Contribution to the Plan. For any Plan Year in which we do make a Matching Contribution and in which you are also eligible to receive a Matching Contribution, you will be notified of the amount allocated to your Matching Contribution Account.

If you are eligible to make an Elective Deferral during the Plan Year and you are employed by us on the last day of the Plan Year, you will be eligible to receive a share of any Matching Contribution made for that Plan Year. If you are a Participant and you terminate employment with us before the last day of the Plan Year, you will only be eligible to receive a share of any Matching Contribution made for that Plan Year as described below:

1. **Termination because of retirement:** If you terminate on or after Normal Retirement Age, you will not be an eligible Participant for that Plan Year.
2. **Termination because of death:** If you terminate because of your death, you will not be an eligible Participant for that Plan Year.
3. **Termination because of disability:** If you terminate because of Disability, you will not be an eligible Participant for that Plan Year.
4. **Termination for other reasons:** If you terminate for reasons other than retirement, death or Disability, you will not be an eligible Participant for that Plan Year.

For certain Plan Years, we may elect to make a Qualified Matching Contribution in order to satisfy certain non-discrimination tests required by the IRS. This contribution may or may not be made for all Participants. If a contribution is made on your behalf, it will be allocated to your Qualified Matching Contribution Account, which will be 100% Vested at all times.

### **Non-Elective Contributions**

The Employer may also make other contributions to the Plan which are called Non-Elective Contributions. These contributions are totally discretionary, including the discretion to forego a contribution for one or more Plan Years. In any Plan Year in which a Non-Elective Contribution is made and in which you are eligible to receive a share of that contribution, an amount will be allocated to your Non-Elective Contribution Account using the grouping method. Under this method, you will be assigned to a group which will share in the contribution (if any) that we make for that group. The amount contributed for each group is usually (but not always) allocated in the ratio that the Compensation of each Participant who is a member of that group bears to the total Compensation of all Participants who are members of that group. This means that the amount allocated to the Non-Elective Contribution Account of each Participant who is a member of that group will, as a percentage of Compensation, be the same. For example, if the contribution made for a particular group is equal to 5% of the Compensation of each Participant who is a member of that group, that's the amount that will actually be allocated each such Participant's Non-Elective Contribution Account.

For Non-Elective Contribution purposes, your Compensation is the amount reported on the Form W-2 you receive from us during the Plan Year, excluding any amount in excess of the annual dollar limit. The annual limit is \$205,000, and this dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law.

If you are a Participant in the Plan and you are employed by us on the last day of the Plan Year, you will be eligible to receive a share of any Non-Elective Contribution we decide to make for that Plan Year. If you are a Participant and you terminate employment with us before the last day of the Plan Year, you will only be eligible to share in any Non-Elective Contribution we decide to make for that Plan Year as described below:

1. **Termination because of retirement:** If you terminate on or after Normal Retirement Age, you will not be eligible to share in the contribution for that Plan Year.
2. **Termination because of death:** If you terminate because of your death, you will not be eligible to share in the contribution for that Plan Year.
3. **Termination because of disability:** If you terminate because of Disability, you will not be eligible to share in the contribution for that Plan Year.
4. **Termination for other reasons:** If you terminate for reasons other than retirement, death or Disability, you will not be eligible to share in the contribution for that Plan Year.

For certain Plan Years, we may elect to make a Qualified Non-Elective Contribution in order to satisfy certain non-discrimination tests required by the IRS. This contribution may or may not be made for all Participants. If a contribution is made on your behalf, it will be allocated to your Qualified Non-Elective Contribution Account, which will be 100% Vested at all times.

### **“Safe Harbor” Non-Elective Contributions**

For certain Plan Years, we may make a “safe harbor” Non-Elective Contribution in order to satisfy certain non-discrimination tests required by the IRS. This contribution will be made on your behalf if you were eligible to make an Elective Deferral at anytime during the Plan Year and you are not considered a “highly compensated employee” under IRS rules (although we may at our discretion



make a "safe harbor" Non-Elective Contribution for all Participants who were eligible to make an Elective Deferral at any time during the Plan Year). This contribution will equal 3% of your Compensation for any Plan Year in which it is made. You always have a 100% Vested Interest in these contributions, and they are subject to the same restrictions on withdrawals that apply to Elective Deferrals. We will give you a written notice before the beginning of each Plan Year in which intend to make a "safe harbor" Non-Elective Contribution to the Plan.

#### **Maximum Contribution Allocation**

The IRS limits the amount that can be allocated to your Account for any Plan Year, but this limit only applies to our contributions, your Elective Deferrals, and any forfeited amounts from terminated Participants that may be allocated to your Account. The total amount of our contributions, your Elective Deferrals, and forfeitures that can be allocated to your Account for any Plan Year cannot exceed the lesser of 100% of your Compensation for the Plan Year or \$41,000 for 2004 (this amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law). This allocation limitation does not apply to the amount of earnings that can be allocated to your Account, to Rollover Contributions, or to any other funds transferred to this Plan on your behalf from another qualified plan.

#### **Top Heavy Allocations**

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered top heavy. However, the Plan is exempt from providing this minimum allocation in any Plan Year in which we elect to satisfy this requirement by contributing on your behalf to another plan (if any) that we sponsor, or in which our contribution to this Plan consists solely of a "safe harbor" Non-Elective Contribution.

If the Plan is not exempt from this minimum allocation requirement, then for each Plan Year in which the Plan is considered top heavy and in which you are employed by us on the last day of the Plan Year, you will receive a minimum top heavy allocation equal to the lesser of (a) 3% of your Compensation, or (b) the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are "key" employees. The top heavy minimum allocation requirement is deemed to be satisfied for any Plan Year in which we make a "safe harbor" Non-Elective Contribution to the Plan.

The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are "key" employees. A "key" employee for top heavy purposes is any employee who satisfies certain ownership requirements and any employee who is an officer and whose Compensation for the Plan Year exceeds certain limits set by the IRS.

#### **Rollover Contributions**

If you participated in another qualified retirement plan before you were employed by the Employer, you can transfer (or rollover) any distribution made to you from that plan to this 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 over 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 Contribution Account established on your behalf. You will at all times have a 100% Vested Interest in all amounts credited to your Rollover Contribution Account.

You may withdraw up to 100% of your Rollover Contribution Account at any time prior to becoming a Participant, and thereafter upon the earlier of (a) the date you are entitled to a distribution of your Plan Account, or (b) within an administratively reasonable time after you terminate employment. You may also request a withdrawal of all or any portion of your Rollover Contribution Account at any time prior to the dates described in (a) and (b) above. The Administrator may require up to 60 days notice in advance of the requested date of withdrawal. Any amount withdrawn may be redeposited to your Rollover Contribution Account as long as it continues to qualify as a Rollover Contribution except for the fact that it originated from this Plan.

#### **Voluntary Employee Contributions**

You can make non-deductible Voluntary Employee Contributions of up to the lesser of 10% of your Compensation or certain limitations imposed by the Internal Revenue Code. These limitations are determined on an annual basis, and any Voluntary Employee Contributions that you have made to the Plan which exceed those limits will be returned to you. The amount of your Voluntary Employee Contributions may also reduce the amount of any Employer contributions that can be allocated to your Account. You will have a 100% Vested Interest in your Voluntary Employee Contributions.

Your Voluntary Employee Contribution Account will be distributed no later than the earlier of (a) the date you are entitled to a distribution of your Account, or (b) within an administratively reasonable time after you terminate employment. You may also request a withdrawal of all or any portion of your Voluntary Employee Contribution Account at any time prior to the dates described in (a) and (b) above. The Administrator may require up to 60 days notice in advance of the requested date of withdrawal.

## **BENEFIT UPON RETIREMENT**

You will have a 100% Vested Interest in your Account if you reach Normal Retirement Age while you are still employed by us. Normal Retirement Age is the date you reach age 65. Your Account will be distributed within an administratively reasonable time after you terminate employment on or after Normal Retirement Age. However, if you continue working for us after Normal Retirement Age, you can elect to receive a distribution even though you remain employed. When your Account is distributed, payment will be made in a lump sum.

## **BENEFIT UPON DISABILITY**

If you become disabled before your Account is distributed, you are entitled to your Vested Interest. To be considered disabled, you must suffer a physical or mental condition that qualifies you for Social Security disability benefits. Your Vested Interest will be distributed within an administratively reasonable time after you terminate employment because of the disability. When your Vested Interest is distributed, it will be in a lump sum.

## **BENEFIT UPON DEATH**

If you die before your Account is distributed, your beneficiary is entitled to your Vested Interest. If you are married, your spouse is designated by law to be the beneficiary of 100% of your Vested Interest. Your spouse can waive in writing his or her statutory death benefit, in which case you can name another beneficiary to receive 100% of your Vested Interest. Your death benefit will be distributed to your beneficiary in a lump sum.

## **BENEFIT UPON TERMINATION OF EMPLOYMENT**

If you terminate employment before Normal Retirement Age, or if you terminate employment before you die or become disabled, you will be entitled to receive your Vested Interest. Distribution will be made in a lump sum within an administratively reasonable time after you request payment.

## **DETERMINATION OF VESTED INTEREST**

The Vested Interest in your Account is the percentage of an Account to which you are entitled at any point in time. Under this Plan, your Vested Interest in all Accounts maintained on your behalf will be 100% at all times.

## **PRE-RETIREMENT DISTRIBUTIONS**

At any time prior to reaching Normal Retirement Age, you may withdraw in a lump sum up to 100% of the Vested Interest in your Elective Deferral Account, Qualified Matching Contribution Account, Qualified Non-Elective Contribution Account, Matching Contribution Account and Non-Elective Contribution Account.

To be eligible for an in-service distribution from your Elective Deferral Account, Qualified Matching Contribution Account and Qualified Non-Elective Contribution Account, you must have reached age 59½. To be eligible for an in-service distribution from your Matching Contribution Account and Non-Elective Contribution Account, you must have a 100% Vested Interest in the amount being distributed.

## **HARDSHIP DISTRIBUTIONS**

You may withdraw in a lump sum up to 100% of the Vested Interest in your Elective Deferral Account (excluding any investment earnings) and your Matching Contribution Account and Non-Elective Contribution Account to 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 your principal residence or payments needed to prevent 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 before a hardship distribution can be made, you must give the Administrator a written statement that you cannot satisfy the hardship from any other available resources, such as by ceasing your Elective Deferrals or by borrowing from the Plan or from a commercial source on reasonable terms. However, you will not be required to provide a written statement if the distribution is made for one of the reasons described in clauses (1), (2), (3) or (4) in the preceding paragraph and you agree to suspend your Elective Deferrals for 6 months after you receive the hardship distribution.

## **PARTICIPANT LOANS**

Under certain conditions, you will be permitted to borrow from the Plan. All loans will be made in accordance with the Participant Loan Policy established by the Administrator. If the Participant Loan Policy is not attached to this summary, you can obtain a copy from the Administrator.

## **INVESTMENT OF ACCOUNTS**

You are permitted to direct how your Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account, Rollover Contribution Account and Voluntary Employee Contribution Account will be invested. Subject to any rules or procedures established by the Administrator, you can choose from a range of mutual funds, insurance company funds, and/or bank funds approved by the Trustee. You can switch between investment alternatives as often as is permitted by the investment provider by contacting the Trustee or the Trustee's 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 Trustee or the Trustee's designee.

All earnings and losses on your directed investments will be credited directly to your Account. At the appropriate time, the Employer will provide you with more detailed information about the directed investment alternatives permitted under the terms of the Plan's investment policy.

## **TAX WITHHOLDING ON PLAN BENEFITS**

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the applicable law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

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.

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 can still rollover all or a part of the 80% distribution that is paid to you by putting it 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.

You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

## **OTHER INFORMATION**

### **Claims for Benefits**

To make a claim for benefits, you must use the procedures described below. If you feel you are not receiving benefits to which you are entitled, you must file a written claim for benefits with the Plan Administrator. You may authorize someone (such as a family member or an attorney) to make a claim on your behalf. The Administrator will review your claim and determine whether your claim should be granted. The Administrator will notify you of its decision within 90 days after receiving your written claim. In certain cases, the Administrator may take up to an additional 90 days (for a total of 180 days) to review your claim. If the Administrator needs additional time to review your claim, you will be notified in writing within the initial 90-day period. If your claim is denied, you will receive a written or electronic notice explaining why your claim was denied. If additional information is needed, the notice will describe the information that is needed and will explain why it is needed. The notice will explain your right to request a review of the claim denial and your right to request arbitration if you request a review and your claim continues to be denied on review.

If your claim is denied, you can request a review of the denial as described below. If you do not request a review, the denial will be final, binding, and non-appealable. Your request for a review must be made in writing to the Administrator (or if we have appointed a separate Committee to oversee the Plan, to the Committee) within 60 days after you receive the Administrator's written or electronic notice of denial. If you request a review within this time period, the Administrator/Committee will review the claim and the denial and, after a full and fair review, determine whether your claim should continue to be denied. As part of the review, you have the right to submit written comments, documents, records and other information relating to your claim. You also have the right to request copies of any records or other information relevant to your claim. These copies will be provided to you free of charge. In reviewing your claim and the Administrator's denial of your claim, the Administrator/Committee will consider all information that you have provided, whether or not the Administrator reviewed the information in deciding your claim.

The Administrator/Committee will notify you of its decision. Generally, you will receive a written or electronic notice within 60 days after the Administrator/Committee receives your written request for review. However, in certain cases, the Administrator/Committee may need additional time to review your claim. If additional time is needed, the Administrator/Committee may take up to an additional 60 days (for a total of 120 days) to review your claim. If the Administrator/Committee needs additional time to review your claim, you will be notified in writing within the initial 60-day period. Also, if the Administrator/Committee meets once every calendar quarter (or more often), it may wait until its next regularly scheduled meeting (or the regularly scheduled meeting following the next regularly scheduled meeting, if your request is not received more than 30 days prior to the next regularly scheduled meeting) to review your claim.

If special circumstances require an extension, you will receive a written notice within the initial period. If the extension is needed because you have not given the Administrator/Committee information it needs to review your claim, then the time period for the Administrator/Committee to review your claim may be suspended (i.e., not run) until you provide the requested information. If

your claim is denied on review, you will receive a written or electronic notice explaining why your claim was denied. The notice will explain your right to receive, upon request and free of charge, copies of any documents and other information relevant to your claim. The notice also will explain your right to request arbitration. If your claim is denied on review by the Administrator/Committee, you can request arbitration as described below. If you do not request arbitration, the Administrator/Committee's decision will be final, binding and non-appealable.

A written request for arbitration must be filed with the Administrator/Committee within 15 days after you receive the Administrator/Committee's decision. If a request for arbitration is timely filed, you and the Administrator/Committee will each name an arbitrator within 20 days after the Administrator/Committee receives your written request for arbitration. The two arbitrators will jointly name a third arbitrator within 15 days after their appointment. If either party fails to select an arbitrator within the 20 day period, or if the two arbitrators fail to select a third arbitrator within 15 days after their appointment, then the presiding judge of the county court (or its equivalent) in the county in which the principal office of the Sponsor is located will appoint such other arbitrator or arbitrators. The arbitrators must render a decision within 60 days after their appointment. The losing party must pay all costs of arbitration unless the decision is not clearly in favor of one party or the other, in which case the costs would be allocated as the arbitrators decide. The decision of the arbitrators is final, binding, and non-appealable.

#### **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 free of charge.

#### **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. If the Plan is 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.

#### **Missing Payees or Beneficiaries**

If the Administrator notifies a Participant or beneficiary that he or she is entitled to receive a benefit from the Plan and the Participant or beneficiary fails to make his or her whereabouts known in writing to the Trustee or Administrator or otherwise fails to claim the benefit, the benefit will be (1) treated as a forfeiture; or (2) directly rolled to an IRA established by the Administrator on behalf of the missing Participant or beneficiary; or (3) escheated to the State of Virginia.

**Payment of Plan Expenses**

The Plan routinely incurs expenses for services rendered by lawyers, actuaries, accountants, third party administrators, and other Plan advisors. Some of these expenses may be paid by us directly on behalf of the Plan while others may be paid from Plan assets. The expenses that are paid from Plan assets will be shared by all Participants either on a pro-rata basis or on an equal dollar basis.

If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its value as compared to the total value of all Participants' Accounts. For example, if the Plan pays \$1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, \$50 would be deducted from your Account ( $\$1,000 \times 5\%$ ) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

**STATEMENT OF ERISA RIGHTS**

As a Participant in the Peter L. Passero & Associates P.L.C. 401(k) Profit Sharing Plan (the "Plan"), you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Plan 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 documents filed by the Plan with the U.S. Department of Labor, such as detailed 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 a statement telling you whether you have a right to receive a pension at Normal Retirement Age (as defined elsewhere in this summary) and if so, what your benefits would be at normal retirement age if you stop working under the plan 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 right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, who are 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 pension benefit or exercising your rights under ERISA.

If your claim for a pension 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 ERISA, there are steps you can take to enforce the above rights. 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. In such a case, the court may require the Plan 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 control of the Administrator.

If you have a claim for benefits that is denied, in whole or in part, you have the right to use the Plan's claim procedures to request review of the claim and to request arbitration if your claim continues to be denied (in whole or in part) on review. If your claim for benefits is ignored, you may file suit in a state or Federal court.

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 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 your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.



**PETER L. PASSERO & ASSOCIATES P.L.C.**  
**401(K) PROFIT SHARING PLAN**  
**BENEFICIARY DESIGNATION FORM**

**PARTICIPANT NAME:** \_\_\_\_\_

**A. PRIMARY BENEFICIARY:** I hereby designate the following person or persons and/or trusts as beneficiaries of any benefits that become payable from the Plan as a result of my death prior to the full commencement of my Plan benefits:

*You can choose 1. or you can choose from 2. through 6. below.*

1. ☐ 100 % to my SPOUSE

*If 1. is chosen, the consent of your spouse is NOT required. You must complete B. and C. below, but your spouse should NOT complete D. If 1. is NOT chosen, you must complete B. and C. below, and your spouse must complete D. below.*

2. ☐ \_\_\_\_\_% to my SPOUSE, and

3. ☐ \_\_\_\_\_% to my children per stirpes

4. ☐ \_\_\_\_\_% to my children per capita

5. ☐ The following % to other beneficiaries:

_____ % to	Name: _____	Relationship: _____
_____ % to	Name: _____	Relationship: _____
_____ % to	Name: _____	Relationship: _____

6. ☐ \_\_\_\_\_% to the following trust, created by me on the following date: \_\_\_\_\_.  
Name of trust: \_\_\_\_\_  
The trustees for this trust are \_\_\_\_\_

**B. CONTINGENT BENEFICIARY:** In the event a beneficiary designated above fails to survive me, I hereby designate the following person or persons and/or trusts or trusts as contingent beneficiaries for that portion of benefits:

*Choose one or more*

1. ☐ \_\_\_\_\_% to my SPOUSE

2. ☐ \_\_\_\_\_% to my children per stirpes

3. ☐ \_\_\_\_\_% to my children per capita

4. ☐ The following % to other beneficiaries:

_____ % to	Name: _____	Relationship: _____
_____ % to	Name: _____	Relationship: _____
_____ % to	Name: _____	Relationship: _____

5. ☐ \_\_\_\_\_% to the following trust, created by me on the following date: \_\_\_\_\_.  
Name of trust: \_\_\_\_\_  
The trustees for this trust are: \_\_\_\_\_

**C. AFFIRMATION AND ACKNOWLEDGMENT BY PARTICIPANT**

All previous beneficiary designations are null and void. I affirm that to the best of my knowledge there is no court order (other than a Qualified Domestic Relations Order) that assigns any of my interest in the Plan to any other person. I hereby affirm that (*choose one*):

- ☐ I am either not married or I have a court order recognizing my legal separation from my spouse; and if I was ever previously married, I have a valid decree of divorce from all ex-spouses. I acknowledge that any designation made on this form today may be invalidated upon my marriage, and agree to keep the Plan Administrator informed of any changes to my marital status.
- ☐ I am presently legally married. I shall keep the Plan Administrator informed of any change to my marital status. Unless my spouse is the only primary beneficiary, my spouse has completed the CONSENT portion of this form (below). If I am not yet age 35, I acknowledge that I will have to re-obtain the consent of my spouse to my naming a non-spouse primary beneficiary when I turn age 35. I understand that if I name my spouse as beneficiary and subsequently become legally divorced, this beneficiary designation will be deemed null and void and I must complete another beneficiary designation form.

I acknowledge that I need to fill out a new beneficiary form in order to change any designations made on this form.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Your spouse should NOT complete D. if you selected A.1. above.*

**D. SPOUSAL CONSENT** *Print name of spouse:* \_\_\_\_\_

I hereby consent to the distribution of all (or the portion specified by my spouse on the Designation of Beneficiary form) of the benefits payable from the Plan on account of the Participant's death to the primary beneficiary or beneficiaries named on the Designation of Beneficiary form. I acknowledge that (1) the effect of my consent is to cause all or a portion of the Plan's death benefits to be paid to a beneficiary other than me, (2) that the Participant's designation of a primary beneficiary other than me is not valid unless I consent to it, and (3) that my consent is irrevocable (however, should the Participant revoke his or her waiver at any time, my consent will again subsequently be required to again name a non-spouse beneficiary). If my spouse has waived the pre-retirement surviving spouse annuity, I acknowledge that, but for my consent, all or a portion of my spouse's benefits would be payable to me in the form of an annuity over my life, and I hereby irrevocably relinquish that right (however, should the Participant revoke his or her waiver at any time, my consent will again subsequently be required to again waive this requirement).

Spouse's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Witness: \_\_\_\_\_

☐ Witness is a Plan Representative OR

☐ Witness is a Notary Public (*complete the following*):

State of \_\_\_\_\_ County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

## SALARY DEFERRAL ELECTION

Name: \_\_\_\_\_  
\_\_\_\_\_

The salary deferral option of the Peter L. Passero & Associates P.L.C. 401(k) Profit Sharing Plan has been explained to me, and pursuant to that explanation I hereby make the following salary deferral election:

### ELECTION TO DEFER

For each payroll period, I elect to contribute to the plan either the dollar amount or the percentage of my compensation as indicated below, and I hereby authorize Peter L. Passero & Associates P. L. C. to deduct that amount or percentage from my compensation each pay period.

" \$\_\_\_\_\_ *The maximum dollar amount you can defer for a calendar year is \$14,000 in 2005 and \$15,000 in 2006. Ask the Administrator if an additional "age-50 catch-up" contribution is also available.*

" \_\_\_\_\_% *You can defer up to 25% of your compensation, not to exceed the dollar amount listed above for the applicable calendar year.*

I understand (1) that I can change my election on the date or dates specified by the Administrator; (2) that I can suspend or cancel my election effective 30 days after I give written notice to the Administrator; (3) that if I do cancel or suspend my election, I will not be permitted to make a new election until the next available date specified by the Administrator; and (4) that it may be necessary for the plan to reduce the percentage or dollar amount I have indicated above if the reduction is necessary for the plan to comply with certain non-discrimination and/or maximum deduction tests required by the Internal Revenue Code.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

### ELECTION NOT TO DEFER

I do not wish to contribute to the Peter L. Passero & Associates P.L.C. 401(k) Profit Sharing Plan at this time. However, I understand (1) that I can elect to contribute to the plan in the future; and (2) that any such future election can only be made on the next available date specified by the Administrator.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

