

Harris N. Aaronson  
JD, LL.M (Tax)  
Robert O. Lucido, II  
JD, MSJ (Environmental)  
Michelle Koelle, JD

# HARRIS N. AARONSON

AND ASSOCIATES, P.C.  
COUNSELORS AT LAW

RECEIVED  
02 APR 24 AM 10:05  
57 Wendell Avenue  
Pittsfield, MA 01201  
3-499-1200  
Fax: 413-499-9838

February 20, 2002

ERISA Unit  
US Department of Labor  
200 Constitution Avenue, NW  
Washington, DC 20210

2520032541641

RE: Notice of Deferred Compensation Plan

Dear Ladies and Gentlemen:


This office represents Interprint, Inc. of 125 Pecks Road, Pittsfield, Massachusetts. The purpose of this letter is to give your Department notice that Interprint, Inc. has put into effect, as of December 21, 2001, an unfunded Deferred Compensation Plan maintained "primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees". A copy of the Plan is enclosed herewith. This Plan is exempt from parts II, III and IV of ERISA pursuant to ERISA sections 201(2), 301(a)(3) and 401(a)(1).

It is my understanding that the Department of Labor has established a simplified reporting and disclosure procedure for such plans to be used for the notice and reporting requirements contained in Part I of ERISA. I have attempted to obtain information relative to the simplified reporting and disclosure procedure through both the DOL website and the DOL national toll-free call center without any success.

Please accept this letter as notice of the Plan's effective date and advise as to whether there are further requirements pursuant to the DOL's simplified reporting and disclosure procedure.

Sincerely,

HARRIS N. AARONSON & ASSOCIATES, P.C.

  
Robert O. Lucido, II

ROL/bd

Enclosure

04-3024423

**INTERPRINT, INC.  
DEFERRED COMPENSATION PLAN**

The Board of Directors of **Interprint, Inc.**, a Massachusetts corporation (hereinafter referred to as the "Corporation") hereby establishes the Deferred Compensation Plan of Interprint Inc. and its successors and assigns, effective as of the 21<sup>st</sup> day of December, 2001. By executing a Participation Agreement, an Executive agrees to the provisions of this Plan and shall become a Participant (hereinafter referred to as the "Participant").

WITNESSETH

Whereas, the Corporation believes it is in the best interests of the Corporation and the Participant to establish a Plan for the purpose of providing certain benefits for the Participant;

Whereas, the Corporation wishes to offer an inducement to Participant to remain as an employee in the form of additional compensation for services which he has rendered or will hereafter render; and

Whereas, the Participant is willing to continue in said position with the Corporation on the basis stated herein;

Now, therefore, the Plan is established as follows:

Article I

EMPLOYMENT

§ 1.1 Employment

The Corporation will employ as a new employee or continue to employ Participant pursuant to the Participant's current terms of employment. The Participant will devote his full energy, skill and best efforts to the affairs of the Corporation as required. It is contemplated, but not required, that such employment will continue until the Participant attains the age of retirement.

Article II

BENEFIT

§ 2.1 Benefit on Termination

Upon termination of the Participant before retirement, the amount due under the Plan shall be paid in a single lump sum payment. However, the Corporation may, in its sole and absolute discretion, consider and rule upon requests for installment payments not to exceed ten years, and to determine the conditions of the installment payments.

## § 2.2 Benefit upon Disability

Upon disability of the Participant before retirement, the amount due under the Plan shall be paid in a single lump sum payment. However, the Corporation may, in its sole and absolute discretion, consider and rule upon requests for installment payments not to exceed ten years, and to determine the conditions of the installment payments.

Disability shall be deemed to have occurred if:

(A) The Corporation receives disability benefits under the terms of a disability income policy held on the health of the Participant;

(B) The Participant is unable to effectively carry on his normal duties during any four (4) months during any consecutive six (6) month period; or

(C) The Participant receives Social Security benefits as a result of his disability.

## § 2.3 Benefit Upon Normal Retirement.

Upon normal retirement the Participant shall receive the amount due under the Plan, paid in five annual installments as set forth in § 2.7(B). The Corporation may, however, consider requests for installment payments for a longer term, not to exceed ten years, which requests the Corporation may grant or deny in its sole discretion.

## § 2.4 Life Insurance

Notwithstanding any references to life insurance contracts contained herein, nothing herein shall require the Corporation to purchase such contract or any other property to secure its obligation under this Agreement; or if the Corporation should purchase such contract or other property, to exercise any option, election or right under such contract or other property; or if the Corporation wishes to exercise any option, election or right under such contract or other property, to exercise such option, election or right in any particular manner.

## § 2.5 Source of Payments

The Participant, Beneficiary and any other person or persons having or claiming a right to payments hereunder or to any interest in this Agreement shall rely solely on the unsecured promise of the Corporation set forth herein, and nothing in this Agreement shall be construed to give the Participant, beneficiary or any other person or persons any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the Corporation or in which it may have any right, title or interest now or in the future, but the Participant shall have the right to enforce his claim against the Corporation in the same manner as any unsecured creditor.

## § 2.6 Death Beneficiary

The death beneficiary of the Participant shall be the person, persons, trust or charitable entity, living or in existence at the time for any distribution hereunder, which a Participant shall have most recently designated as highest in priority on a form provided for that purpose by the Corporation, signed by the Participant and filed with the Corporation. The death or nonexistence of any such beneficiary, either before or after receipt of any distribution hereunder, shall terminate the entire interest of such beneficiary in and to the then undistributed portion of such Participant's account; and such undistributed portion shall thereafter be distributed to or for the benefit of the beneficiary or beneficiaries designated as next highest in priority by such Participant. If no such beneficiary be thus designated, or if all of the thus designated beneficiaries do not survive or are no longer in existence at any time prior to the complete distribution of such account, such account, or the then undistributed balance thereof, shall be distributed by the corporation directly to the person or persons who are heirs as named in the Participant's last will and testament, except to the extent to which the specific bequests of such document are paid by the Participant's other resources; or if there is no such document then in existence, under the laws of descent and distribution, to those persons who would be entitled to the Participant's personal property, and in the proportions to which they would be so entitled, had such Participant died, at the time for such distribution, intestate and resident of the Commonwealth of Massachusetts.

## § 2.7 Election to Defer Benefit

(A) If he or she desires to do so, each Participant under this Plan may make an election, upon the execution of a Participation Agreement, to defer compensation under this Plan by giving the Corporation written notice of such election.

(B) Except as provided for in § 2.1 and 2.2, benefits payable under this Plan shall be paid in a single lump sum by the Corporation, or at the direction of the Corporation, not later than ninety (90) days after the benefit becomes due and payable to the Participant or his or her beneficiary(ies) if said payment is due because of termination other than as a result of normal retirement. If said payment is due because of normal retirement, then it shall be made in five equal annual installments of principal plus interest, the first such installment to be made in January of the year following retirement, the remaining payments to be made in each following January.

(C) The parties to this Plan intend that this Plan create an "unfunded" Plan for purposes of both the Internal Revenue Code and ERISA.

(D) The Participant's rights under this Plan are not alienable or assignable by the Participant, his or her creditors, or his or her beneficiary(ies).

(E) Each Participant may, at any time after his Entry Date, demand payment of 90% of his Deferred Benefit Account, determined as of the date of such demand. Any such demand shall be made in writing on a form specified by the Corporation. If such demand is made, then the Corporation shall pay said percentage of the Participant's Deferred Benefit Account to the

Participant in a lump sum as soon as practicable after such demand is made. Any portion of the Participant's Deferred Benefit Account that is not payable pursuant to this Section shall be permanently forfeited. In addition, any Participant who makes a demand for payment pursuant to this Section of the Plan shall be precluded from ever again participating in the Plan or any successor to the Plan. Any payment made to a Participant pursuant to this Section of the Plan shall completely discharge any and all liabilities of the corporation to the Participant or to his beneficiary arising under the Plan.

### Article III

#### MISCELLANEOUS

##### § 3.1 Governing Law

This Agreement shall be subject to, and governed by, the laws of the Commonwealth of Massachusetts irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state.

##### § 3.2 Void Language

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

##### § 3.3 Rules of Construction

Wherever in this Agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply; and wherever in this Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

##### § 3.4 Agreement Binding

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. The Corporation agrees it will not be a party to any merger, consolidation or reorganization unless and until its obligations hereunder shall be expressly assumed by its successor or successors.

##### § 3.5 Designation of Named Fiduciary

The Corporation is hereby designated as the named fiduciary hereunder, and shall be responsible for the management and control of the operation and administration of the Plan including any and all decisions pertaining to the granting or denial of benefit claims and any and all decisions pertaining to the review of denials of benefit claims.

### § 3.6 Amendment

The Plan may be amended at any time, and from time to time, by a written instrument executed by a duly authorized officer of the Corporation provided such amendment is communicated to the then Participants of this Plan.

### § 3.7 Funding Policy

This is a non-funded plan. Therefore, contributions are not invested, but merely reflect a "promise to pay in the future." The plan's assets are not protected from the claims of the Corporation's creditors. Contributions and interest earned are fully vested. The Corporation shall establish a contribution plan with the Participant which shall meet the following guidelines:

(A) Contribution amounts shall be determined by the Participant and shall be accounted for on a monthly basis;

(B) At the beginning of each fiscal year the Participant shall designate the elected deferral amount for the following year. Notice of such election shall be given to the Plan Administrator prior to December 31 each year; and

(C) Participant may contribute not less than three (3%) and not more than fifteen (15%) per cent of his base salary for any year in which he participates in the Plan.

### § 3.8 Interest Credits

Contributions made pursuant to section 3.7 above shall earn interest, accrued on a monthly basis. The interest rate shall be reviewed annually as of December 31, and applied to the full expiring calendar year. The interest rate shall be equivalent to the rate of return earned or projected to be earned by the "stable fund" offered as part of the Corporation's 401(K) Plan.

### § 3.9 Claims for Benefit

Claims for benefits under the Plan shall be made in writing to the Corporation. If such claim for benefits is wholly or partially denied, the Corporation shall, within a reasonable period of time, but no later than ninety (90) days after receipt of the claim, notify the claimant of the denial of the claim. Such notice of denial (i) shall be in writing, (ii) shall be written in a manner calculated to be understood by the claimant, and (iii) shall contain (a) the specific reason or reasons for denial of the claim, (b) a specific reference to the pertinent Plan provisions upon which the denial is based, (c) a description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation why such material or information is necessary, and (d) an explanation of the Plan's claim review procedure.

### § 3.10 Request for Review of Denial of Claim

Within one hundred twenty (120) days of the receipt by the claimant of the written notice of denial of the claim, or such later time as shall be deemed reasonable taking into account the

nature of the benefit subject to the claim and any other attendant circumstances, or if the claim has not been granted within a reasonable period of time, the claimant may file a written request with the Corporation that it conduct a full and fair review of the denial of the claimant's claim for benefits, including the conduction of a hearing, if deemed necessary by the reviewing party. In connection with the claimant's appeal of the denial of his benefit, the claimant may review pertinent documents and may submit issues and comments in writing.

#### § 3.11 Decision on Review of Denial of Claim

The Corporation shall deliver to the claimant a written decision on the claim promptly, but not later than sixty (60) days, after the receipt of the claimant's request for review, except that if there are special circumstances (such as the need to hold a hearing) which require an extension of time for processing, the aforesaid sixty (60) day period shall be extended to one hundred twenty (120) days. Such decision shall (i) be written in a manner calculated to be understood by the claimant, (ii) include specific reasons for the decision, and (iii) contain specific references to the pertinent plan provisions upon which the decision is based.

#### § 3.12 Administration

The Corporation's Chief Financial Officer shall serve as Administrator of the Plan and shall maintain a copy of the Plan, and any amendments thereto.

IN WITNESS WHEREOF, this Plan has been executed as of December 21, 2001.

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On Behalf of the Board of Directors  
Interprint, Inc.

HARRIS MARONSON

AND ASSOCIATES, P.C.  
COUNSELORS AT LAW

57 Wendell Avenue  
Pittsfield, MA 01201

ERISA Unit  
US Department of Labor  
200 Constitution Avenue, NW  
Washington, DC 20210

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