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MARONE, MESSINA & SEIFEL, P. C.

COUNSELORS AT LAW

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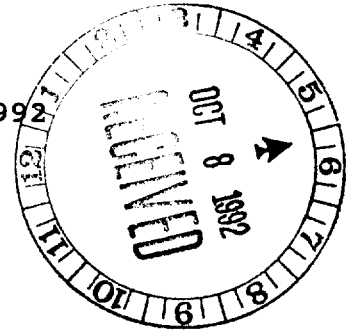
FARMINGTON, CONNECTICUT 06032-2248

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RICHARD A. MARONE
NATALE A. MESSINA
DONALD R. SEIFEL, JR.
JOSEPH P. JACONETTA

September 22, 1992



CERTIFIED MAIL - P 728 394 496

U.S. Department of Labor
Pension and Welfare Benefits Administration
P.O. Box 75212
Washington, D.C. 20013-5212

Re: Maier Advertising, Inc.
Employer Identification Number 06-0870117

Dear Sir or Madam:

We are in receipt of your letter concerning the statement submitted by the above-referenced taxpayer in compliance with Regulation 29 CFR Section 2520.104-23 ("Statement"). A copy of the letter is enclosed. Per your request we also have enclosed a copy of the Non-Qualified Deferred Compensation Agreement which is the plan document referred to in the Statement.

The Non-Qualified Deferred Compensation Agreement was adopted and is effective as of April 2, 1992; the same date that the Statement was filed with your office. Accordingly, it appears that the Statement was timely filed.

Please do not hesitate to call if we can be of further assistance.

Very truly yours,


Joseph P. Jaconetta

JPJ/cjb
Enclosures
cc: William Maier



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676-2945

August 31, 1992

Maier Advertising, Inc.
1789 New Britain Avenue
Farmington, CT 06032

Re: Alternative Method of Compliance for Pension Plans for
Selected Employees (DRC-TH# 92-0000)

045)

Employer Identification Number: 06-0870117

Date of Statement: April 2, 1992

Dear Sir/Madam

This letter acknowledges receipt of your statement submitted on behalf of the subject pension plan(s) pursuant to the Department of Labor's (Department) Regulation 29 CFR Section 2520.104-23, "Alternative Method of Compliance for Pension Plans for Selected Employees" (commonly referred to as "top hat plans").

We are unable to determine if your statement was submitted timely --within 120 days after the plan(s) became subject to Part 1 of Title I of ERISA. Please submit the plan document or summary plan description showing the date that the referenced plan(s) became subject to Part 1 of Title I of ERISA within 30 days of the date of this letter. If you failed to file the statement timely you may not avail yourself of the relief afforded by the alternative method of compliance and, therefore, must comply with all applicable reporting and disclosure requirements under Part 1 of Title I of ERISA. You may, however, take advantage of the "grace period" program described below.

On April 20, 1992, the Department published a notice in the Federal Register (57 FR 14436) announcing an expanded program for assessing civil penalties under ERISA section 502(c)(2). In the same notice, the Department also announced that for a limited "grace period" period (March 23, 1992 until September 30, 1992) plan administrators who voluntarily file overdue annual reports in accordance with the conditions set forth in the notice will be assessed reduced penalties (copy of notice attached). On July 24, 1992, the Department published a notice in the Federal Register (57 FR 33019) clarifying its position with respect to unfunded/fully insured top hat pension plans (copy of notice attached).

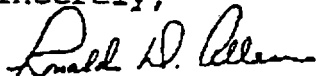
If you failed to file a Top Hat Statement within the 120 period you may wish to take advantage of the grace period program. In

order to apply for the reduced grace period penalty amounts, you must resubmit a statement that meets the alternative method of compliance along with a check for the appropriate penalty amount (\$1,000) to the Department before the end of the grace period. Please include the above DRC-TH# on your statement ensure proper identification of your case. Your check must be made Payable to the U.S. Department of Labor, and mailed along with your statement to the following address:

Pension and Welfare Benefits Administration
P.O. Box 75212
Washington, D.C. 20013-5212

For further information concerning the assessment of civil penalties under Section 502(c)(2) of ERISA, refer to Department regulations 29 CFR Sections 2560.502c-2 and 2570.60 and subsequent sections. If you have any questions, you may contact Ms. Karen Lynn Bell at (202) 523-4006. This is not a toll free number.

Sincerely,



Ronald D. Allen
Chief, Division of Reporting Compliance

Attachments

Non-Qualified Deferred Compensation Agreement

between

MAIER ADVERTISING, INC.

and

MICHAEL G. McLINDEN

dated April 2, 1992

NON-QUALIFIED DEFERRED COMPENSATION AGREEMENT

THIS AGREEMENT is made by and between MAIER ADVERTISING, INC., a corporation with a principal place of business in Farmington, Connecticut (hereinafter called the "Corporation") and MICHAEL G. McLINDEN, of Southington, Connecticut (hereinafter called the "Employee").

WHEREAS, the Employee has rendered valuable services to the Corporation continuously since March 13, 1989;

WHEREAS, it is essential to the Corporation's continued success and future growth that the Employee remain in the employment of the Corporation until such time as he retires; and

WHEREAS, the Corporation wishes to offer the Employee an inducement to remain in the employment of the Corporation until retirement by deferring a portion of his compensation for payment at a later time.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. Date of Retirement. The Employee may, but is not required to, retire from active daily service with the Corporation on the first day of the month next following (or coincident with) his fifty-fifth (55th) birthday or any later date.

2. Retirement Benefit. Upon the Employee's retirement from the Corporation, in accordance with Paragraph 1 hereof, the Corporation will pay to the Employee an annual benefit in the amount set forth on Schedule A, attached hereto and made a part hereof. Said amount shall be paid, in equal consecutive monthly installments for a period of fifteen (15) years with the first installment due one (1) month from the Employee's date of retirement. If the Employee shall die after retirement from the Corporation, in accordance with Paragraph 1 hereof, and before receiving all payments as provided for in this Paragraph, the Corporation agrees that it will continue to make any remaining payments due hereunder to the beneficiary designated by the Employee as set forth under Paragraph 6 hereof.

3. Total Disability Benefit. If the Employee's full-time employment is terminated prior to his eligibility for retirement because of a "total disability", then the Corporation shall pay the Employee a benefit as provided under the disability insurance policies carried under the provisions of this Agreement and in effect at the time such total disability occurs. The term "total disability" shall mean a disability that satisfies the definition of total disability as defined by the disability insurance carrier carrying disability insurance on the Employee under the provisions of this Agreement.

4. Pre-Retirement Death Benefit. In the event of the Employee's death while a full-time employee of the Corporation and prior to his retirement, the Corporation will pay to the beneficiary designated by the Employee, a benefit in the amount of Five Hundred Thousand Dollars (\$500,000). Payment of such benefit shall be paid in a lump sum within ninety (90) days from the Employee's date of death.

5. Termination Without Cause Benefit. If the Employee's full-time employment is terminated by the Corporation without cause prior to his eligibility for retirement (as herein defined), then the Corporation shall pay the Employee a benefit in the amount determined in accordance with Schedule B, attached hereto, and made a part hereof. Payment of such benefit shall be in a lump sum or, at the option of the Corporation, shall be paid in equal monthly installments of Five Thousand Dollars (\$5,000). Any such lump sum payment shall be paid within thirty (30) days from the date of termination without cause. In the event the Corporation elects to pay such benefit in equal monthly installments, the first such installment shall be paid within thirty (30) days from the date of termination without cause and continue each month thereafter until any such benefit is paid in full. As used in this Agreement, the Employee shall be deemed terminated for "cause" if his termination is due to his dishonesty, illegal activities, failure to perform the duties and responsibilities that constitute his position, or actions which would be considered a breach of loyalty to the Corporation or are in conflict with his duties to the Corporation.

6. Beneficiary Designation. The designation of beneficiary shall be in the form acceptable to the Corporation and shall be valid immediately upon receipt thereof by the Corporation. Any beneficiary designation made under this Agreement shall be revocable by the Employee, at any time, without the consent of any prior beneficiary. If no such beneficiary shall have been designated, or if no designated beneficiary shall survive the Employee, the payments due pursuant to the terms of this Agreement shall be made payable to the estate of the Employee.

7. Termination of Employment. Nothing contained herein shall be construed as conferring upon the Employee the right to continue in the employ of the Corporation in any capacity, nor shall it be construed as an express or implied employment contract. The provisions of Paragraphs 2, 3 and 4 of this Agreement are conditional upon the continuous employment of the Employee by the Corporation until his date of disability, retirement or death, as the case may be. In the event that the Employee terminates his employment voluntarily prior to any such date, or in the event the Corporation terminates his employment for cause, the Corporation shall be under no obligation to the Employee or his beneficiary for any amounts otherwise payable under the provisions of Paragraphs 2, 3 and 4 of this Agreement.

8. Agreement Not to Compete. The benefits provided in Paragraphs 2, 3 and 4 of this Agreement are further conditioned in that they may be suspended or reduced by the Corporation, or may be forfeited by the acts of the Employee, in whole or in part, either before the Employee's date of retirement or death or for a period of three years after the Employee's retirement or termination, by and at the sole discretion of the Board of Directors of the Corporation, should the Board of Directors find and determine that the Employee has provided or is about to provide products or services or offer to provide, on behalf of a competitor of the Corporation, products or services that compete with the business of the Corporation to any customer or client, or prospective customer or client, of the Corporation, within a fifty (50) mile radius of the boundaries of Farmington, Connecticut, any business similar to or in competition with the business carried on by the Corporation, or is about to or already has entered the employ of, represented, acted in a consulting capacity for financial gain with any person, partnership, firm or

corporation, doing so or about to do so, without the written consent of the Board of Directors.

9. Assignability. Neither the Employee nor any person entitled to receive benefits under this Agreement shall have the right to assign, transfer, pledge, or encumber the right to receive any such benefits. The right to receive payment of benefits under this Agreement is expressly non-transferable and non-assignable. Any attempt to assign, transfer, pledge, or encumber the right to receive benefits under this Agreement shall not be recognized by the Corporation.

10. Prohibition Against Funding. Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Corporation and the Employee, his designated beneficiary or any other person. The Corporation's obligation under this Agreement is an unsecured and unfunded promise to pay benefits. The Corporation shall be under no obligation to fund its obligations to the Employee under this Agreement. If the Corporation does elect to allocate certain assets to meet its liabilities under this Agreement, it is understood that these assets are and will remain the unrestricted assets of the Corporation subject to the claims of the Corporation's general unsecured creditors. The Employee will have no right to or claim against any assets allocated by the Corporation to meet its liabilities under this Agreement other than as a general unsecured creditor of the Corporation.

11. Merger, Consolidation, Etc. The Corporation agrees that in the event it shall merge or consolidate with any other corporation or organization or permit its business activities to be taken over by any other organization, that the Corporation

shall actively use its best efforts and negotiate on behalf of the Employee for the continuance of this Agreement by the succeeding corporation or organization. In the event that such succeeding or continuing corporation or other organization shall not expressly assume the rights and obligations of the Corporation herein set forth; or if the Corporation shall cease its business activities or terminate its existence, other than as heretofore set forth in this Paragraph, then in either event, it shall pay a benefit to the Employee equal to that which the Employee would have received had he been terminated without cause at that time pursuant to Schedule B hereof.

12. Benefit. This Agreement shall be binding upon and inure to the benefit of the Corporation, its successors and assigns and the Employee and his heirs, executors, administrators and legal representatives.

13. Purchase of Life Insurance. In the event of termination of this Agreement, the Employee shall have the right, exercisable within thirty (30) days after such termination, to purchase for its cash surrender value on the date of such termination any policy or policies of insurance on his life then owned by the Corporation.

14. Amendment. During the lifetime of the Employee, this Agreement may be revoked or amended in whole or in part at any time by the mutual written agreement of the parties hereto.

15. Resolution of Disputes. Any dispute whatsoever relating to the interpretation, validity or performance of this Agreement, and any other dispute arising out of this Agreement, which cannot be resolved by the parties thereto after thirty (30) days' written notice by either of such parties, shall be settled

by arbitration in Hartford, Connecticut, in accordance with the rules then prevailing of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of any arbitration proceeding under this Paragraph shall be allocated by the Arbitration Association.

16. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the corporate party acting herein by its duly authorized officer, this 2nd day of April, 1992.

Witnessed:

Maier Fagan Agency
Peter A. Pelen

MAIER ADVERTISING, INC.

By James M. ...
Its President

Witnessed:

Maier Fagan Agency
Peter A. Pelen

Michael G. McLinden
Michael G. McLinden

SCHEDULE A

NON-QUALIFIED DEFERRED COMPENSATION AGREEMENT
between
MAIER ADVERTISING, INC.
and
MICHAEL G. McLINDEN
dated April 2, 1992

Retirement Benefit Under Paragraph 2

<u>Retirement Occurs Between</u>	<u>Benefit</u>
June 1, 2014 - May 31, 2015	\$40,000 each year, for 15 years
June 1, 2015 - May 31, 2016	\$42,000 each year, for 15 years
June 1, 2016 - May 31, 2017	\$44,000 each year, for 15 years
June 1, 2017 - May 31, 2018	\$46,000 each year, for 15 years
June 1, 2018 - May 31, 2019	\$48,000 each year, for 15 years
June 1, 2019 - May 31, 2020	\$55,000 each year, for 15 years
June 1, 2020 - May 31, 2021	\$58,000 each year, for 15 years
June 1, 2021 - May 31, 2022	\$61,000 each year, for 15 years
June 1, 2022 - May 31, 2023	\$64,000 each year, for 15 years
June 1, 2023 - May 31, 2024	\$67,000 each year, for 15 years
June 1, 2024 - thereafter	\$75,000 each year, for 15 years

SCHEDULE B

NON-QUALIFIED DEFERRED COMPENSATION AGREEMENT
between
MAIER ADVERTISING, INC.
and
MICHAEL G. McLINDEN
dated April 2, 1992

Termination without Cause Benefit Under Paragraph 5

<u>Termination Without Cause Occurs Between</u>	<u>Benefit</u>
January 1, 1994 - December 31, 1995	\$ 10,000
January 1, 1996 - December 31, 1997	20,000
January 1, 1998 - December 31, 1999	30,000
January 1, 2000 - December 31, 2001	40,000
January 1, 2002 - December 31, 2003	50,000
January 1, 2004 - thereafter	60,000