
Loan Application Form

READ THE ATTACHED IRS SPECIAL TAX NOTICE AND WRITTEN EXPLANATION OF QUALIFIED JOINT AND 50% CONTINGENT SURVIVOR ANNUITY FORM OF BENEFIT BEFORE COMPLETING THIS FORM

Please Note: Do not use this form to request:

- (1) Death Benefit Claim
- (2) Hardship Withdrawal Claim
- (3) Minimum Distribution Requests

INSTRUCTIONS AND INFORMATION FOR COMPLETING THIS FORM

THIS FORM MUST BE COMPLETED AND SIGNED BY YOU AND THE PLAN ADMINISTRATOR. If any information is missing or incomplete, you may be required to complete a new form or provide additional information before the distribution can be processed.

PARTICIPANT INSTRUCTIONS:

1. Complete Sections B-F. If you are not married, skip Section E, Spousal Consent.
2. Your signature is required in Section F
3. Submit the Form to your Employer for signature and processing. **Do not mail this form directly to the Administrative Office listed at the bottom of this form.**
4. Actual Value of the loan distribution may vary based on the final market closing price at the time the loan is processed.

EMPLOYER INSTRUCTIONS:

1. **Complete Section A**
2. **Your signature is required in Section F**
3. **Submit the Form to the Processing Center**

LOAN GUIDELINES

Please note that your plan may limit or restrict the terms and availability of loans. Check with your Plan Administrator or Summary Plan Description for the plan's loan provisions. There may be conditions under which a loan may be requested, the number of times a loan can be initiated per year or the number of loans outstanding at any given time.

- A. Cost** – There could be fees associated with the loan. Check with the Plan Administrator for details.
- B. Amount of Loan** — The minimum and maximum amount which may be borrowed from the plan, as well as the term of the loan, are governed by the Internal Revenue Code (IRC), the Department of Labor, these loan provisions, and the plan documents. In general, the maximum amount that may be borrowed is an amount that, when added to the outstanding balance of all other outstanding loans from all plans of the Employer, does not exceed the lesser of 50% of the Participant's vested account balance, or \$50,000, reduced by the excess of the highest outstanding balance of loans during the 12 month period ending on the day before the date the loan is made over the outstanding balance of loans on the date the loan is made. Loans may be denied to individuals who have previously defaulted on a loan.

C. **Interest Rate Determination** — The interest rate must be set by the plan fiduciary. Contact your Plan Administrator to find out the rate charged for the loans under the provisions of your plan.

D. **Payment** —

1. Payment of the principal and interest of each loan shall be made through payroll deduction through your Employer. Other options may be available; contact the Plan Administrator for more information.
2. Principal payments and interest payments shall be reinvested in a Participant's account in accordance with the Participant's investment election in effect at the time the payments are received.

E. **Default** — A loan shall be in default if any of the following occurs:

- (a) The Participant or Beneficiary fails to make a payment by the due date. In the event payment is not received by the last day of the calendar quarter following the calendar quarter in which the loan payment is due, a deemed distribution will occur. This means that the outstanding loan amount (principal and interest) on the date of default is considered taxable income to the Participant. After a loan is deemed distributed, interest shall continue to accrue on the entire outstanding balance but shall not be considered taxable income to the Participant. Interest will continue to accrue on the entire outstanding balance and such outstanding balance shall be taken into account for purposes of determining the maximum amount of any subsequent loan. This additional accruing interest shall not be treated as an additional loan and shall not result in an additional deemed distribution. Such accruing interest shall, however, be included in the Participant's account balance for all other purposes of the Plan.
- (b) The Participant's or Beneficiary's (if applicable) leave of absence extends beyond twelve (12) months and the Participant or Beneficiary fails to make the loan payment by the earlier of (i) the due date following the suspension period or (ii) the due date of the last installment. The Participant or Beneficiary (if also a Participant) shall be suspended from making Elective Contributions until the Plan Anniversary following the date which is at least 12 months after the date of default.
- (c) If the plan does not allow for loan repayments after termination, your loan will be defaulted after you separate from service. If the balance is not paid in full, the outstanding balance will be treated as a distribution and you may be subject to additional taxes and penalties.

F. **Repayment during leave of absence** - Loan repayments may be suspended by the Participant or a Beneficiary (who is also an Employee) during a period of unpaid authorized leave of absence of up to a maximum of twelve (12) months, but the term of the loan will not be extended due to the leave of absence. At the end of the 12-month suspension period, or, if earlier, the date repayment again commences, the amount of the installment shall be recalculated so that repayment is completed by the original loan term. If the term of the loan expires while the Participant or Beneficiary is on leave, repayment must nevertheless be completed by the end of the term.

Notwithstanding the foregoing, loan repayments may be suspended by such Participant or Beneficiary during a period of qualified military leave.

G. **Prepayment** — Prepayment in full (**partial payments are not allowed**) of the outstanding loan principal and the accrued interest may be made by the next loan payment due date. Arrangements for a full payment must be made by obtaining a prepayment figure no more than two weeks in advance of the payoff. Full payments must be made by cashier's check or money order. For a loan payoff balance contact the Plan Administrator.

H. **Distributions** —

1. All checks will be sent to the Plan Administrator.
2. Loan recipients understand that any outstanding loan amount will reduce the amount available for distribution.
3. In the event of the Participant's death, all outstanding loan principal and accrued interest shall be treated as a distribution from the plan on the date of death. The loan cannot be transferred to or assumed by the Participant's beneficiary. If the loan was not repaid prior to the date of death, any cash distribution, including the qualified pre-retirement survivor annuity, will be made net of any outstanding loan obligation. In addition, the amount of the outstanding loan will be reported as a taxable distribution to the Participant or the Participant's estate, as applicable.

I. **Source and Application of Funds** — The disbursement of monies for your account reduction loan may be made per your specifications or on a prorated basis from all available investment options. Only the Participant's vested account balance will be used to calculate the maximum loan amount if vesting applies.

SECTION A. Employer Information

Company/Employer Name

Plan Name

Contract Number

Division Number (if applicable)

Amount of Loan: \$ _____

Interest Rate: _____ %

OR: Prime + _____ %

(Prime + 1 will be used if no election is made.)

Actual Value of the distribution may vary based on the final market closing price at the time the loan is processed.

PAYROLL DEDUCTION :

Payroll Frequency: _____

Date of First Repayment: _____

Signature of Plan Administrator, Trustee or Authorized Signor for Authorization of Payroll Deduction



SECTION B. Participant Information — Please print

Social Security No.

Date of Birth (mmddyyyy)

Date of Hire (mmddyyyy)

E-mail Address

Last Name

First Name/Middle Initial

Street Address/Apt. No.

Phone No.

Ext. (if any)

City

State

Zip Code

Marital Status

Married Unmarried

SECTION C. Type of Loan

Please Note: If you are refinancing your existing loan, the term of the new loan cannot exceed 5 years from the date of the original loan. If your plan allows for multiple loans and refinancing, please check one of the following boxes:

Issue a new loan

Consolidate with existing loan

Maximum Loan: Generally the lesser of 50% of your vested account balance or \$50,000.00

Minimum Loan: Generally \$1,000.00

A. LOAN PURPOSE:

General

Hardship

Term of Payment in Months: (# of months – cannot exceed 60 months)

B. PRINCIPAL RESIDENTIAL LOAN Available **ONLY** to purchase or build a principal residence (not available to renovate or refinance a principal residence).

Payment: You can elect to pay back the loan by checking any term listed from the options below.

Term of Payment of Years: 6 Years 7 Years 8 Years 9 Years 10 Years

11 Years 12 Years 13 Years 14 Years 15 Years

Other (for term greater than 15 years please obtain approval from your Plan Administrator)

SECTION D. Fund Withdrawal Election

Notice of fund withdrawal election:

You may specify the fund(s) you wish to have your loan proceeds withdrawn from, or check the box below to have the withdrawal prorated against all investment options. Make your election in dollars or percentages (increments of 1%), your total must equal 100% or the dollar amount of your distribution. For assistance in selecting your fund choices(s), refer to your last Participant statement. Please be sure to print the complete name of the fund(s); an incorrect fund name could delay your request.

Please prorate the withdrawal against all investment options.

PLEASE SPECIFY THE FUND(S)

PLEASE SPECIFY AMOUNT

Check one: % \$

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

SECTION E. Spousal Consent

Check with your Employer/Plan Administrator or your Summary Plan Description to determine whether this plan is subject to spousal consent requirements. If spousal consent is required, complete this section. Otherwise skip to Section F.

You must have your spouse's signature notarized or have the Plan representative witness your spouse's signature if your vested account balance is greater than \$5,000. However, if the vested account balance is less than \$5,000 spousal consent is not required.

Spousal Consent

I, the undersigned spouse of the participant, understand that federal law requires that I consent in writing to any distribution from the Plan unless that distribution is in the form of a joint and survivor annuity. I have read the IRS Special Tax Notice provided to me and hereby waive my rights to have the amount of the loan distribution payable in an annuity. I understand the effects of this waiver and consent to the loan elected by my spouse.

Signature of Participant's Spouse: _____ **Date:** _____

Statement of Plan Representative or Notary Public

The spouse whose signature I have witnessed is known to me and signed this form in my presence.

Plan Representative or Notary Public Signature: _____ **Date:** _____

PLACE SEAL HERE (if applicable)

SECTION F. Required Signatures

My signature acknowledges that I have read the entire Loan Application form and I understand its contents, agree to its provisions, and affirm that all information that I have provided is true and correct.



Signature of Participant

Date

MUST BE COMPLETED BY THE PEO ADMINISTRATOR ONLY

By signing below, I hereby authorize Transamerica to process the distribution described in this form. This request is in compliance with Plan provisions.

If spousal consent is not provided, then in accordance with the terms and provisions of the plan and under the current law, spousal consent is not required for payment of the requested benefit.



By: Signature of Plan Administrator, Trustee or Authorized Signor

Date



Print Name of Plan Administrator, Trustee or Authorized Signor

Date

Once this form has been completed with all of the necessary information and required signatures, please forward to the Processing Center for processing. This form cannot be processed without the Plan Administrator or Authorized Representative's signature.

Be sure to keep a photocopy for your records.

MAIL TO: Processing Center: 100-G Executive Drive, Edgewood, NY 11717-8331 Fax #: (631) 243-6427

**SPECIAL TAX NOTICE
REGARDING PAYMENTS FROM QUALIFIED PLANS
Excerpted from IRS Notice 2002-3**

This notice explains how you can continue to defer federal income tax on your retirement savings in your Employer's Plan (the "Plan") and contains important information you will need before you decide how to receive your Plan benefits.

This notice is provided to you by your Plan Administrator because all or part of the payment that you will soon receive from the Plan may be eligible for rollover by you or your Plan Administrator to a traditional IRA or an eligible employer plan. A rollover is a payment by you or the Plan Administrator of all or part of your benefit to another plan or IRA that allows you to continue to postpone taxation of that benefit until it is paid to you. Your payment cannot be rolled over to a Roth IRA, a SIMPLE IRA, or a Coverdell Education Savings Account (formerly known as an education IRA). An "eligible employer plan" includes a plan qualified under section 401(a) of the Internal Revenue Code, including a 401(k) plan, profit-sharing plan, defined benefit plan, stock bonus plan, and money purchase plan; a section 403(a) annuity plan; a section 403(b) tax-sheltered annuity; and an eligible section 457(b) plan maintained by a governmental employer (governmental 457 plan).

An eligible employer plan is not legally required to accept a rollover. Before you decide to roll over your payment to another employer plan, you should find out whether the plan accepts rollovers and, if so, the types of distributions it accepts as a rollover. You should also find out about any documents that are required to be completed before the receiving plan will accept a rollover. Even if a plan accepts rollovers, it might not accept rollovers of certain types of distributions, such as after-tax amounts. If this is the case, and your distribution includes after-tax amounts, you may wish instead to roll your distribution over to a traditional IRA or split your rollover amount between the employer plan in which you will participate and a traditional IRA. If an employer plan accepts your rollover, the plan may restrict subsequent distributions of the rollover amount or may require your spouse's consent for any subsequent distribution. A subsequent distribution from the plan that accepts your rollover may also be subject to different tax treatment than distributions from this Plan. Check with the administrator of the plan that is to receive your rollover prior to making the rollover.

If you have additional questions after reading this notice, you can contact your Plan Administrator.

SUMMARY

There are two ways you may be able to receive a Plan payment that is eligible for rollover:

1. Certain payments can be made directly to a traditional IRA that you establish or to an eligible employer plan that will accept it and hold it for your benefit ("DIRECT ROLLOVER"); or

2. The payment can be PAID TO YOU.

A. If you choose a DIRECT ROLLOVER:

- Your payment will not be taxed in the current year and no income tax will be withheld.
- You choose whether your payment will be made directly to your traditional IRA or to an eligible employer plan that accepts your rollover. Your payment cannot be rolled over to a Roth IRA, a SIMPLE IRA, or a Coverdell Education Savings Account because these are not traditional IRAs.
- The taxable portion of your payment will be taxed later when you take it out of the traditional IRA or the eligible employer plan. Depending on the type of plan, the later distribution may be subject to different tax treatment than it would be if you received a taxable distribution from this Plan.

B. If you choose to have a Plan payment that is eligible for rollover PAID TO YOU:

- You will receive only 80% of the taxable amount of the payment, because the Plan Administrator is required to withhold 20% of that amount and send it to the IRS as income tax withholding to be credited against your taxes.
- The taxable amount of your payment will be taxed in the current year unless you roll it over. Under limited circumstances, you may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59½, you may have to pay an additional 10% tax.

- You can roll over all or part of the payment by paying it to your traditional IRA or to an eligible employer plan that accepts your rollover within 60 days after you receive the payment. The amount rolled over will not be taxed until you take it out of the traditional IRA or the eligible employer plan.
- If you want to roll over 100% of the payment to a traditional IRA or an eligible employer plan, you must find other money to replace the 20% of the taxable portion that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over.

Your Right to Waive the 30-Day Notice Period

Generally, neither a Direct Rollover nor a payment can be made from the plan until at least 30 days after your receipt of this notice. Thus, after receiving this notice, you have at least 30 days to consider whether or not to have your withdrawal directly rolled over. If you do not wish to wait until this 30-day notice period ends before your election is processed, you may waive the notice period by making an affirmative election indicating whether or not you wish to make a Direct Rollover. Your withdrawal will then be processed in accordance with your election as soon as practical after it is received by the Plan Administrator.

MORE INFORMATION

- I. Payments that can and cannot be rolled over
- II. Direct Rollover
- III. Payment paid to you
- IV. Surviving spouses, alternative payees, and other beneficiaries

I. PAYMENTS THAT CAN AND CANNOT BE ROLLED OVER

Payments from the Plan may be "eligible rollover distributions." This means that they can be rolled over to a traditional IRA or to an eligible employer plan that accepts rollovers. Payments from a plan cannot be rolled over to a Roth IRA, a SIMPLE IRA, or a Coverdell Education Savings Account. Your Plan Administrator should be able to tell you what portion of your payment is an eligible rollover distribution.

After-tax Contributions. If the Plan allowed and you made after-tax contributions, these contributions may be rolled into either a traditional IRA or to certain employer plans that accept rollovers of the after-tax contributions. The following rules apply:

- Rollover into a Traditional IRA. You can roll over your after-tax contributions to a traditional IRA either directly or indirectly. Your Plan Administrator should be able to tell you how much of your payment is the taxable portion and how much is the after-tax portion.

If you roll over after-tax contributions to a traditional IRA, it is your responsibility to keep track of, and report to the Service on the applicable forms, the amount of these after-tax contributions. This will enable the nontaxable amount of any future distributions from the traditional IRA to be determined.

Once you roll over your after-tax contributions to a traditional IRA, those amounts CANNOT later be rolled over to an employer plan.

- Rollover into an Employer Plan. You can roll over after-tax contributions from an employer plan that is qualified under Code section 401(a) or a section 403(a) annuity plan to another such plan using a Direct Rollover if the other plan provides separate accounting for amounts rolled over, including separate accounting for the after-tax employee contributions and earnings on those contributions. You can also roll over after-tax contributions from a section 403(b) tax-sheltered annuity to another section 403(b) tax-sheltered annuity using a Direct Rollover if the other tax-sheltered annuity provides separate accounting for amounts rolled over, including separate accounting for the after-tax employee contributions and earnings on those contributions. You CANNOT roll over after-tax contributions to a governmental 457 plan. If you want to roll over your after-tax contributions to an employer plan that accepts these rollovers, you cannot have the after-tax contributions paid to you first. You must instruct the Plan Administrator of this Plan to make a Direct Rollover on your behalf. Also, you cannot first roll over after-tax contributions to a traditional IRA and then roll over that amount into an employer plan.

The following types of payments, if applicable to your Plan, cannot be rolled over:

Payments Spread over Long Periods. You cannot roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:

- your lifetime (or a period measured by your life expectancy), or
- your lifetime and your beneficiary's lifetime (or a period measured by your joint life expectancies), or
- a period of 10 years or more.
- Required Minimum Payments. Beginning when you reach age 70½ or retire, whichever is later, a certain portion of your payment cannot be rolled over because it is a "required minimum payment" that must be paid to you. Special rules apply if you own 5% or more of your employer.

Hardship Distributions. A hardship distribution cannot be rolled over.

- ESOP Dividends. Cash dividends paid to you on employer stock held in an employee stock ownership plan cannot be rolled over.

- **Corrective Distributions.** A distribution that is made to correct a failed nondiscrimination test or because legal limits on certain contributions were exceeded cannot be rolled over.
- **Loans Treated as Distributions.** The amount of a plan loan that becomes a taxable deemed distribution because of a default cannot be rolled over. However, a loan offset amount is eligible for rollover, as discussed in Part III below. Ask the Plan Administrator of this Plan if distribution of your loan qualifies for rollover treatment.

The Plan Administrator of this Plan should be able to tell you if your payment includes amounts which cannot be rolled over.

II. DIRECT ROLLOVER

A DIRECT ROLLOVER is a direct payment of the amount of your Plan benefits to a traditional IRA or an eligible employer plan that will accept it. You can choose a DIRECT ROLLOVER of all or any portion of your payment that is an eligible rollover distribution, as described in Part I above. You are not taxed on any taxable portion of your payment for which you choose a DIRECT ROLLOVER until you later take it out of the traditional IRA or eligible employer plan. In addition, no income tax withholding is required for any taxable portion of your Plan benefits for which you choose a DIRECT ROLLOVER. This Plan might not let you choose a DIRECT ROLLOVER if your distributions for the year are less than \$200.

- **DIRECT ROLLOVER to a Traditional IRA.** You can open a traditional IRA to receive the Direct Rollover. If you choose to have your payment made directly to a traditional IRA, contact an IRA sponsor (usually a financial institution) to find out how to have your payment made in a Direct Rollover to a traditional IRA at that institution. If you are unsure of how to invest your money, you can temporarily establish a traditional IRA to receive the payment. However, in choosing a traditional IRA, you may wish to make sure that the traditional IRA you choose will allow you to move all or a part of your payment to another traditional IRA at a later date, without penalties or other limitations. See IRS Publication 590, Individual Retirement Arrangements, for more information on traditional IRAs (including limits on how often you can roll over between IRAs).
- **DIRECT ROLLOVER to a Plan.** If you are employed by a new employer that has an eligible employer plan, and you want a Direct Rollover to that plan, ask the Plan Administrator of that plan whether it will accept your rollover. An eligible employer plan is not legally required to accept a rollover. Even if your new employer's plan does not accept a rollover, you can choose a DIRECT ROLLOVER to a traditional IRA. If the employer plan accepts your rollover, the plan may provide restrictions on the circumstances under which you may later receive a distribution of the rollover amount or may require spousal consent to any subsequent distribution. Check with the Plan Administrator of that plan before making your decision.
- **DIRECT ROLLOVER of a Series of Payments.** If you receive a payment that can be rolled over to a traditional IRA or an eligible employer plan that will accept it, and it is paid in a series of payments for less than 10 years, your choice to make or not make a DIRECT ROLLOVER for a payment will apply to all later payments in the series until you change your election. You are free to change your election for any later payment in the series.
- **Change in Tax Treatment Resulting from a DIRECT ROLLOVER.** The tax treatment of any payment from the eligible employer plan or traditional IRA receiving your DIRECT ROLLOVER might be different than if you received your benefit in a taxable distribution directly from the Plan. For example, if you were born before January 1, 1936, you might be entitled to ten-year averaging or capital gain treatment, as explained below. However, if you have your benefit rolled over to a section 403(b) tax-sheltered annuity, a governmental 457 plan, or a traditional IRA in a DIRECT ROLLOVER, your benefit will no longer be eligible for that special treatment. See the sections below entitled "Additional 10% Tax if You Are under Age 59½" and "Special Tax Treatment if You Were Born before January 1, 1936."

III. PAYMENT PAID TO YOU

If your payment can be rolled over (see Part I above) and the payment is made to you in cash, it is subject to 20% federal income tax withholding on the taxable portion (state tax withholding may also apply). The payment is taxed in the year you receive it unless, within 60 days, you roll it over to a traditional IRA or an eligible employer plan that accepts rollovers. If you do not roll it over, special tax rules may apply.

Income Tax Withholding:

Mandatory Withholding. If any portion of your payment can be rolled over under Part I above and you do not elect to make a DIRECT ROLLOVER, the Plan is required by law to withhold 20% of the taxable amount. This amount is sent to the IRS as federal income tax withholding. For example, if you can roll over a taxable payment of \$10,000, only \$8,000 will be paid to you because the Plan must withhold \$2,000 as income tax. However, when you prepare your income tax return for the year, unless you make a rollover within 60 days (see "Sixty-Day Rollover Option" below), you must report the full \$10,000 as a taxable payment from the Plan. You must report the \$2,000 as tax withheld, and it will be credited against any income tax you owe for the year. There will be no income tax withholding if your payments for the year are less than \$200.

Voluntary Withholding. If any portion of your payment is taxable but cannot be rolled over under Part I above, the mandatory withholding rules described above do not apply. In this case, you may elect not to have withholding apply to that portion. If you do nothing, 10% will be taken out of this portion of your payment for federal income tax withholding. To elect out of withholding, ask the Plan Administrator for the election form and related information.

Sixty-Day Rollover Option. If you receive a payment that can be rolled over under Part I above, you can still decide to roll over all or part of it to a traditional IRA or to an eligible employer plan that accepts rollovers. If you decide to roll over, you must contribute the amount of the payment you received to a traditional IRA or eligible employer plan within 60 days after you receive the payment. The portion of your payment that is rolled over will not be taxed until you take it out of the traditional IRA or the eligible employer plan.

You can roll over up to 100% of your payment that can be rolled over under Part I above, including an amount equal to the 20% of the taxable portion that was withheld. If you choose to roll over 100%, you must find other money within the 60-day period to contribute to the traditional IRA or the eligible employer plan, to replace the 20% that was withheld. On the other hand, if you roll over only the 80% of the taxable portion that you received, you will be taxed on the 20% that was withheld.

Example: The taxable portion of your payment that can be rolled over under Part I above is \$10,000, and you choose to have it paid to you. You will receive \$8,000, and \$2,000 will be sent to the IRS as income tax withholding. Within 60 days after receiving the \$8,000, you may roll over the entire \$10,000 to a traditional IRA or an eligible employer plan. To do this, you roll over the \$8,000 you received from the Plan, and you will have to find \$2,000 from other sources (your savings, a loan, etc.). In this case, the entire \$10,000 is not taxed until you take it out of the traditional IRA or an eligible employer plan. If you roll over the entire \$10,000, when you file your income tax return you may get a refund of part or all of the \$2,000 withheld.

If, on the other hand, you roll over only \$8,000, the \$2,000 you did not roll over is taxed in the year it was withheld. When you file your income tax return, you may get a refund of part of the \$2,000 withheld. (However, any refund is likely to be larger if you roll over the entire \$10,000.)

Additional 10% Tax If You Are under Age 59½. If you receive a payment before you reach age 59½ and you do not roll it over, then, in addition to the regular income tax, you may have to pay an extra tax equal to 10% of the taxable portion of the payment. The additional 10% tax generally does not apply to (1) payments that are paid after you separate from service with your employer during or after the year you reach age 55, (2) payments that are paid because you retire due to disability, (3) payments that are paid as equal (or almost equal) payments over your life or life expectancy (or your and your beneficiary's lives or life expectancies), (4) dividends paid with respect to stock by an employee stock ownership plan (ESOP) as described in Code section 404(k), (5) payments that are paid directly to the government to satisfy a federal tax levy, (6) payments that are paid to an alternate payee under a qualified domestic relations order, or (7) payments that do not exceed the amount of your deductible medical expenses. See IRS Form 5329 for more information on the additional 10% tax.

The additional 10% tax will not apply to distributions from a governmental 457 plan, except to the extent the distribution is attributable to an amount you rolled over to that plan (adjusted for investment returns) from another type of eligible employer plan or IRA. Any amount rolled over from a governmental 457 plan to another type of eligible employer plan or to a traditional IRA will become subject to the additional 10% tax if it is distributed to you before you reach age 59½, unless one of the exceptions applies.

Special Tax Treatment If You Were Born before January 1, 1936. If you receive a payment from a plan qualified under section 401(a) or a section 403(a) annuity plan that can be rolled over under Part I and you do not roll it over to a traditional IRA or an eligible employer plan, the payment will be taxed in the year you receive it. However, if the payment qualifies as a "lump sum distribution," it may be eligible for special tax treatment. (See also "Employer Stock or Securities", below.) A lump sum distribution is a payment, within one year, of your entire balance under the Plan (and certain other similar plans of the employer) that is payable to you after you have reached age 59½ or because you have separated from service with your employer (or, in the case of a self-employed individual, after you have reached age 59½ or have become disabled). For a payment to be treated as a lump sum distribution, you must have been a Participant in the plan for at least five years before the year in which you received the distribution. The special tax treatment for lump sum distributions that may be available to you is described below.

Ten-Year Averaging. If you receive a lump sum distribution and you were born before January 1, 1936, you can make a one-time election to figure the tax on the payment by using "10-year averaging" (using 1986 tax rates). Ten-year averaging often reduces the tax you owe.

Capital Gain Treatment. If you receive a lump sum distribution and you were born before January 1, 1936, and you were a Participant in the Plan before 1974, you may elect to have the part of your payment that is attributable to your pre-1974 participation in the Plan taxed as long-term capital gain at a rate of 20%.

There are other limits on the special tax treatment for lump sum distributions. For example, you can generally elect this special tax treatment only once in your lifetime, and the election applies to all lump sum distributions that you receive in that same year. You may not elect this special tax treatment if you rolled amounts into this Plan from a 403(b) tax-sheltered annuity contract or from an IRA not

originally attributable to a qualified employer plan. If you have previously rolled over a distribution from this Plan (or certain other similar plans of the employer), you cannot use this special averaging treatment for later payments from the Plan. If you roll over your payment to a traditional IRA, governmental 457 plan, or 403(b) tax-sheltered annuity, you will not be able to use special tax treatment for later payments from that IRA, plan, or annuity. Also, if you roll over only a portion of your payment to a traditional IRA, governmental 457 plan, or 403(b) tax-sheltered annuity, this special tax treatment is not available for the rest of the payment. See IRS Form 4972 for additional information on lump sum distributions and how you elect the special tax treatment.

Employer Stock or Securities. There is a special rule for a payment from the Plan that includes employer stock (or other employer securities). To use this special rule, 1) the payment must qualify as a lump sum distribution, as described above, except that you do not need five years of plan participation, or 2) the employer stock included in the payment must be attributable to "after-tax" employee contributions, if any. Under this special rule, you may have the option of not paying tax on the "net unrealized appreciation" of the stock until you sell the stock. Net unrealized appreciation generally is the increase in the value of the employer stock while it was held by the Plan. For example, if employer stock was contributed to your Plan account when the stock was worth \$1,000 but the stock was worth \$1,200 when you received it, you would not have to pay tax on the \$200 increase in value until you later sold the stock.

You may instead elect not to have the special rule apply to the net unrealized appreciation. In this case, your net unrealized appreciation will be taxed in the year you receive the stock, unless you roll over the stock. The stock can be rolled over to a traditional IRA or another eligible employer plan, either in a Direct Rollover or a rollover that you make yourself. Generally, you will no longer be able to use the special rule for net unrealized appreciation if you roll the stock over to a traditional IRA or another eligible employer plan.

If you receive only employer stock in a payment that can be rolled over, no amount will be withheld from the payment. If you receive cash or property other than employer stock, as well as employer stock, in a payment that can be rolled over, the 20% withholding amount will be based on the entire taxable amount paid to you (including the value of the employer stock determined by excluding the net unrealized appreciation). However, the amount withheld will be limited to the cash or property (excluding employer stock) paid to you.

If you receive employer stock in a payment that qualifies as a lump sum distribution, the special tax treatment for lump sum distributions described above (such as 10-year averaging) also may apply. See IRS Form 4972 for additional information on these rules.

Repayment of Plan Loans. If your employment ends and you have an outstanding loan from your Plan, your employer may reduce (or "offset") your balance in the Plan by the amount of the loan you have not repaid. The amount of your loan offset is treated as a distribution to you at the time of the offset and will be taxed unless you roll over an amount equal to the amount of your loan offset to another qualified employer plan or a traditional IRA within 60 days of the date of the offset. If the amount of your loan offset is the only amount you receive or are treated as having received, no amount will be withheld from it. If you receive other payments of cash or property from the Plan, the 20% withholding amount will be based on the entire amount paid to you, including the amount of the loan offset. The amount withheld will be limited to the amount of other cash or property paid to you (other than any employer securities). The amount of a defaulted plan loan that is a taxable deemed distribution cannot be rolled over.

IV. SURVIVING SPOUSES, ALTERNATE PAYEES, AND OTHER BENEFICIARIES

In general, the rules summarized above that apply to payments to employees also apply to payments to surviving spouses of employees and to spouses or former spouses who are "alternate payees." You are an alternate payee if your interest in the Plan results from a "qualified domestic relations order," which is an order issued by a court, usually in connection with a divorce or legal separation.

If you are a surviving spouse or an alternate payee, you may choose to have a payment that can be rolled over, as described in Part I above paid in a DIRECT ROLLOVER to a traditional IRA or to an eligible employer plan or paid to you. If you have the payment paid to you, you can keep it or roll it over yourself to a traditional IRA or to an eligible employer plan. Thus, you have the same choices as the employee.

If you are a beneficiary other than a surviving spouse or an alternate payee, you cannot choose a Direct Rollover, and you cannot roll over the payment yourself.

If you are a surviving spouse, an alternate payee, or another beneficiary, your payment is generally not subject to the additional 10% tax described in Part III above, even if you are younger than age 59½.

If you are a surviving spouse, an alternate payee, or another beneficiary, you may be able to use the special tax treatment for lump sum distributions and the special rule for payments that include employer stock, as described in Part III above. If you receive a payment because of the employee's death, you may be able to treat the payment as a lump sum distribution if the employee met the appropriate age requirements, whether or not the employee had 5 years of participation in the Plan.

HOW TO OBTAIN ADDITIONAL INFORMATION

This notice summarizes only the federal (not state or local) tax rules that might apply to your payment. The rules described above are complex and contain many conditions and exceptions that are not included in this notice. Therefore, you may want to consult with the Plan Administrator or a professional tax advisor before you take a payment of your benefits from your Plan. Also, you can find more specific information on the tax treatment of payments from qualified employer plans in IRS Publication 575, Pension and Annuity Income, and IRS Publication 590, Individual Retirement Arrangements. These publications are available from your local IRS office, on the IRS's Internet Web Site at www.irs.gov, or by calling 1-800-TAX-FORMS.

The section below applies only if your plan provides for joint and survivor annuities. (Please ask the Plan Administrator or refer to your Summary Plan Description to determine whether your plan provides for joint and survivor annuities.)

SPOUSAL CONSENT REQUIREMENTS FOR QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA)

The law dictates that any plan Participant who is married must receive a joint and survivor benefit unless his/her spouse consents to an alternate form of payment as permitted by the plan document prior to any distribution from the retirement plan when the benefit exceeds \$5,000.

The spouse's consent must be in writing and must be witnessed by a plan representative or notary. The consent must acknowledge understanding the effect of the election if the form chosen is a single-sum cash-out. The spouse must understand that this election will cause forfeiture of any rights to a pre-retirement survivor's benefit that might have been payable under the plan in the event of the Participant's death prior to retirement, and will cause forfeiture of any survivor benefit provided by a deferred survivor annuity.

If the Participant's vested balance exceeds \$5,000, the Participant may direct the Trustee to purchase a Qualified Joint and Survivor Annuity ("QJSA"), if offered by this plan. An Annuity can give the Participant a monthly or quarterly retirement payment for the rest of his/her life. Under the QJSA, after the Participant dies, the spouse will receive a specified percentage of the retirement benefit that was paid to the Participant. The benefit paid to the spouse after the Participant dies is called the "survivor annuity." The spouse will continue to receive this survivor benefit for the rest of his/her life. The Participant **MUST** elect this form of benefit **UNLESS** his/her spouse **VOLUNTARILY** agrees, in writing, to give up the QJSA method of payment. The spouse must also agree to any alternate form of benefit payment. The plan Participant's election of an alternate form of benefit payment may give him/her larger retirement benefits while he/she is alive, but these options might not pay or leave the spouse any benefits after the Participant dies. If the QJSA is selected, the Participant and spouse will receive additional information regarding the options available under the QJSA.

CHANGING YOUR BENEFIT CHOICE

Your distribution choice may be revoked provided written notice is received within a reasonable period prior to the distribution being made. To expedite this procedure your Employer should contact Transamerica Retirement Services regarding the revocation of your choice by telephone or FAX.

**IF YOUR PLAN DOES NOT PROVIDE
FOR ANNUITY PAYMENTS,**

PLEASE STOP HERE.

**IF YOUR PLAN DOES PROVIDE
FOR ANNUITY PAYMENTS,**

**PLEASE CONTINUE WITH THE
REMAINDER OF THIS PACKAGE.**

**WRITTEN EXPLANATION OF
QUALIFIED JOINT AND 50% CONTINGENT SURVIVOR ANNUITY FORM OF BENEFIT**

This information only applies to retirement plans subject to the joint and survivor annuity requirements. To confirm if your plan is subject to these requirements, please refer to your Summary Plan Description or contact your Plan Administrator.

If, after receiving this Explanation, you elect an optional form of distribution and your spouse, if any, consents to that form, your distribution may be made less than 30 days from the date this Explanation was given to you. However, your distribution may not be made before the end of the seventh (7th) day after the date this Explanation was provided to you.

Terms and Conditions of the Form of Distribution

If your total vested benefit is:	Your general payment options are (referred to as "optional forms of benefit"):	Timing of your requested distribution:
\$5,000 or less	<ul style="list-style-type: none"> • Single Lump Sum 	<ul style="list-style-type: none"> • As soon as administratively possible
More than \$5,000	<ul style="list-style-type: none"> • Single Lump Sum • Monthly Annuity • Installment Payments 	<ul style="list-style-type: none"> • As soon as administratively possible • Deferred to a later date (only if you are requesting a distribution due to termination of employment)

A monthly annuity will be purchased from Transamerica Life Insurance Company or another insurance company with payments to commence on a date determined by you and the insurance company. Your benefit distribution, your age, your spouse's age (if you are married), the survivor portion (from 50% to 100%) you elect for your spouse (if you are married) and the date distributions are to commence will determine the amount of your monthly annuity.

Following is a description of the optional forms of benefit generally available under the Plan:

Form of benefit:	Available to Unmarried Participants	Available to Married Participants
Single Lump Sum – a single cash payment	Yes	Yes (requires spousal consent)

Single Life Annuity – a life annuity, with monthly payments payable during your lifetime. Payments will stop at your death.	Yes (automatic form of benefit)	Yes (requires spousal consent)
Life Annuity with payments for 60 months certain – a life annuity, with monthly payments payable during your lifetime but in no event payable for less than 60 months.	Yes	Yes (requires spousal consent)
Life Annuity with payments for 120 months certain – a life annuity, with monthly payments payable during your lifetime but in no event payable for less than 120 months.	Yes	Yes (requires spousal consent)
Life Annuity with payments for 180 months certain – a life annuity, with monthly payments payable during your lifetime but in no event payable for less than 180 months.	Yes	Yes (requires spousal consent)
Installment Payments – monthly payments for a period not exceeding the shorter of 15 years or your life expectancy.	Yes	Yes (requires spousal consent)
Qualified Joint & 50% Contingent Survivor Annuity – monthly payments for your lifetime plus, after your death, if your spouse is still living, monthly payments to your spouse for his/her lifetime equal to 50% of the amount that you received while you both were living. If your spouse pre-deceases you, your monthly payments will not change. All payments will stop when both you and your spouse die.	No	Yes (automatic form of benefit)
Qualified Joint & 100% Contingent Survivor Annuity – monthly payments for your lifetime plus, after your death, if your spouse is still living, the same amount of monthly payments to your spouse for his/her lifetime. If your spouse pre-deceases you, your monthly payments will not change. All payments will stop when both you and your spouse die.	No	Yes

In order to estimate the amount of the monthly annuity or installments that can be purchased by your requested distribution amount, please refer to the following attachments titled "How to Estimate Your Immediate Monthly Annuity or Installment

Payment Worksheet" and "How to Estimate Your Deferred Monthly Annuity or Installment Payment Worksheet." The monthly payments and installments calculated on the worksheets are only estimates. If you are considering a monthly annuity or installments and you want to know what the actual payment is under any optional form of benefit available to you, please contact your Plan Administrator.

Waiver of the Joint & 50% Contingent Survivor Annuity Form of Distribution

During the 90-day period ending on your annuity starting date (the first day of the first period for which an amount is payable as an annuity or, in the case of benefits not payable as an annuity, the first day on which all events have occurred which entitle you to benefits), you (with your spouse's consent) may elect to waive (and therefore elect another form of payment) the Qualified Joint and 50% Contingent Survivor Annuity an unlimited number of times.

During the same 90-day period, you are permitted to revoke a previous waiver of the Qualified Joint and 50% Contingent Survivor Annuity an unlimited number of times.

Your election to waive the Qualified Joint and 50% Contingent Survivor Annuity will not be effective unless your spouse consents in writing to the waiver. The written consent must be made at the time of your waiver election and must acknowledge the effect of the election. In addition, your spouse's written consent must be witnessed by a Plan Representative (who cannot be you) or a notary public. See Section I of the Distribution Request Form.

HOW TO ESTIMATE YOUR IMMEDIATE MONTHLY ANNUITY OR INSTALLMENT PAYMENT WORKSHEET

Step 1: Go to the Annuity Purchase Rate ("APR") Table and find your current age.	Step 2 for Single Life Annuity: Find the APR factor under the Single Life Annuity column for your current age.	Step 3 for Joint & Survivor Annuity: Find the APRs under (i) the Joint & 100% Contingent Survivor Annuity and (ii) the Joint & 50% Contingent Survivor Annuity columns for your current age.	Step 4 for installment payments: Go to the Annuity Purchase Rate ("APR") Table and find the installment factor under the 10-Year Installment column (there is only one number in this column).	Step 5: FOR ANNUITY PAYMENTS: Divide your current vested account balance by the APRs from Steps 2 and 3. FOR INSTALLMENT PAYMENTS: Multiply your current vested account balance by the applicable interest rate factor from Step 4 and divide by the number of monthly installments.
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EXAMPLE: Suppose you are married and you and your spouse are both age 45 now. Also suppose your current vested account balance is \$35,000. (Please contact your Plan Administrator if you need help determining your vested account balance.)

(a) Optional Form of Benefit	(b) Applicable APR factor from Step 2 or Step 3	(c) Applicable installment factor from Step 4	(d) Amount of Immediate Distribution Equivalent to Vested Account Balance
Single Lump Sum	N/A	N/A	current vested account balance = \$35,000
Single Life Annuity	263.25 (from Step 2)	N/A	\$35,000 divided by col. (b) = \$133
Joint & 100% Contingent Survivor Annuity	291.10 (from Step 3 (i))	N/A	\$35,000 divided by col. (b) = \$120
Joint & 50% Contingent Survivor Annuity	277.17 (from Step 3 (ii))	N/A	\$35,000 divided by col. (b) = \$126
120 monthly installments	N/A	104.02	\$35,000 divided by col. (c) = \$336

YOUR WORKSHEET (fill in the blanks): Your current age: _____ Your current vested account balance: \$ _____

(a) Optional Form of Benefit	(b) Applicable APR factor from Step 2 or Step 3	(c) Applicable installment factor from Step 4	(d) Amount of Immediate Distribution Equivalent to Vested Account Balance
Single Lump Sum	N/A	N/A	current vested account balance = \$
Single Life Annuity	____ (from Step 2)	N/A	current vested account balance divided by col. (b) = \$
Joint & 100% Contingent Survivor Annuity	____ (from Step 3(i))	N/A	current vested account balance divided by col. (b) = \$
Joint & 50% Contingent Survivor Annuity	____ (from Step 3(ii))	N/A	current vested account balance divided by col. (b) = \$
120 monthly installments	N/A	104.02	current vested account balance divided by col. (c) = \$

The APR and interest factors used in the above example and worksheet are only for estimating the monthly annuity that might be purchased from an insurance company and the installment payments. The actual amount of monthly annuity purchased from an insurance company and your installment payments may be higher or lower. Please contact your Plan Administrator before you make your benefit election if you are interested in the annuity or installment option. Your Plan Administrator will provide you with the actual amount of your monthly installment or annuity as obtained from an insurance company. Also, please contact your Plan Administrator if you would like information applicable to your individual situation, e.g. if you would like APR factors based on your spouse's actual age.

HOW TO ESTIMATE YOUR DEFERRED MONTHLY ANNUITY OR INSTALLMENT PAYMENT WORKSHEET

Step 1:	Step 2:	Step 3 for Single Life Annuity:	Step 4 for Joint & Survivor Annuity:	Step 5 for installment payments:	Step 6:
Estimate your vested account balance at your deferred age by multiplying your current vested account balance by the Deferred Interest Factor from the Interest Factor Table for the number of years you want to defer your payment.	Go to the Annuity Purchase Rate ("APR") Table and find your deferred age.	Find the APR factor under the Single Life Annuity column for your deferred age.	Find the APRs under (i) the Joint & 100% Contingent Survivor Annuity and (ii) the Joint & 50% Contingent Survivor Annuity columns for your deferred age.	Go to the Annuity Purchase Rate ("APR") Table and find the installment factor under the 10-Year Installment column (there is only one number in this column).	FOR ANNUITY PAYMENTS: Divide your deferred vested account balance by the APRs from Steps 3 and 4. FOR INSTALLMENT PAYMENTS: Divide your deferred vested account balance by the APR from Step 5.

EXAMPLE: Suppose you are married, you and your spouse are both age 45 now and you are deferring receipt of your distribution until age 65 (number of years you want to defer payment = 20). Also suppose your current vested account balance is \$35,000. (Please contact your Plan Administrator if you need help determining your current vested account balance.)

(a)	(b)	(c)	(d)	(e)
Optional Form of Benefit	Applicable interest factor from Step 1	Applicable APR factor from Step 3 or Step 4	Applicable installment factor from Step 5	Amount of Deferred Distribution Equivalent to Current Vested Account Balance
Single Lump Sum	3.2071	N/A	N/A	\$35,000 multiplied by col. (b) = \$112,249
Single Life Annuity	3.2071	169.82 (from Step 3)	N/A	\$35,000 multiplied by col. (b) then divided by col. (c) = \$661
Joint & 100% Contingent Survivor Annuity	3.2071	205.07 (from Step 4(ii))	N/A	\$35,000 multiplied by col. (b) then divided by col. (c) = \$547
Joint & 50% Contingent Survivor Annuity	3.2071	187.45 (from Step 4(ii))	N/A	\$35,000 multiplied by col. (b) then divided by col. (c) = \$599
120 monthly installments	3.2071	N/A	104.02	\$35,000 multiplied by col. (b) then divided by col. (d) = \$1,079

YOUR WORKSHEET (fill in the blanks): Your current age: _____ Your deferred age (the age at which you want to start taking your distributions): _____

Your current vested account balance: \$ _____

(a) Optional Form of Benefit	(b) Applicable interest factor from Step 1	(c) Applicable APR factor from Step 3 or Step 4	(d) Applicable interest factor from Step 5	(e) Amount of Deferred Distribution Equivalent to Current Vested Account Balance
Single Lump Sum	N/A	N/A	N/A	current vested account balance multiplied by col. (b) = \$ _____
Single Life Annuity		____ (from Step 3)	N/A	current vested account balance multiplied by col. (b) then divided by col. (c) = \$ _____
Joint & 100% Contingent Survivor Annuity		____ (from Step 4(i))	N/A	current vested account balance multiplied by col. (b) then divided by col. (c) = \$ _____
Joint & 50% Contingent Survivor Annuity		____ (from Step 4(ii))	N/A	current vested account balance multiplied by col. (b) then divided by col. (c) = \$ _____
120 monthly installments		N/A	104.02	current vested account balance multiplied by col. (b) then divided by col. (d) = \$ _____

The APR and interest factors used in the above example and worksheet are only for estimating the monthly annuity that might be purchased from an insurance company and the installment payments. The actual amount of monthly annuity purchased from an insurance company and your installment payments may be higher or lower. Please contact your Plan Administrator before you make your benefit election if you are interested in the annuity or installment option. Your Plan Administrator will provide you with the actual amount of your monthly installment or annuity as obtained from an insurance company. Also, please contact your Plan Administrator if you would like information applicable to your individual situation, e.g. if you would like APR factors based on your spouse's actual age.

QJSA ADDITIONAL INFORMATION

With the attached worksheets and enclosed tables, you and your spouse, if applicable, should be able to compare the financial effect of electing different optional forms of benefit generally available under the Plan.

The APR and interest factors used in these examples and worksheets are only for estimating the monthly annuity that might be purchased from an insurance company and the installment payments. The actual amount of monthly annuity purchased from an insurance company and your installment payments may be higher or lower. If you are interested in the annuity or installment payment option, or if you would like information specific to you and your spouse's situation, please contact your Plan Administrator before you make your benefit election. Your Plan Administrator will provide you with the actual amount of your monthly installment or annuity as obtained from an insurance company.

If you have any questions regarding your specific situation or if you need help in completing these worksheets, please contact your Plan Administrator. Please note that these worksheets are based on certain interest and mortality assumptions which may not apply to you.

EXPLANATION OF PRE-RETIREMENT SURVIVOR ANNUITY

If you are married, the law provides (unless you elect otherwise) that the death benefits be paid to your spouse in the form of a Pre-Retirement Survivor Annuity. Under this Pre-Retirement Survivor Annuity, payments will be made each month for your spouse's lifetime. Your spouse may have the option of electing a different form of payment prior to the date that benefits are scheduled to begin. A description of the amount and the eligibility requirements for this benefit is contained in the Summary Plan Description. If you do not have a copy of this informative booklet, you should request a copy from your Employer.

If you are not married, you can designate whomever you wish to be the beneficiary of this death benefit. If you get married, however, this designation will become invalid and your spouse will become the beneficiary unless you file a new beneficiary designation form approved by your spouse as described below.

You and your spouse can elect, at any time, not to be covered by the Pre-Retirement Survivor Annuity. That is, you can designate a person other than your spouse to be the beneficiary of your death benefit. This election will not be valid, however, without your spouse's written consent. Your spouse's written consent must either be witnessed by a Plan Representative or a Notary Public. In addition, if your election is made before you are age 35; the election becomes invalid on the first day of the Plan Year in which you reach age 35. If you and your spouse do not make a new election after you have attained age 35, your spouse will automatically become your beneficiary.

If you elect to waive the Pre-Retirement Survivor Annuity, such waiver will only apply to your spouse who consented to that waiver. If you later remarry (following a divorce or the death of your current spouse), your election will become invalid and your new spouse will be your beneficiary unless you make a new election consented by your new spouse.

If you elect not to be covered by the Pre-Retirement Survivor Annuity, you may later revoke the election. You do not need your spouse's consent to do this. If you revoke your election, you will once again be covered by the Pre-Retirement Survivor Annuity and your spouse will be your beneficiary.

The examples below compare benefits under the qualified Pre-Retirement Survivor Annuity and other forms of distribution. The examples are based on specific assumptions and certain interest rates and mortality rates. The amounts shown are used to illustrate the differences between the various options. The values may be different in your case. Assume a participant dies at age 45 with a vested account balance of \$35,000 and has a spouse of the same age.

Type of Immediate Distribution	Benefit to Spouse After Participant Dies
Single Lump Sum	\$35,000
Single Life Annuity	\$ 133 per month
120 Monthly Installments	\$ 336 per month

A monthly annuity will be purchased from Transamerica Life Insurance Company or another insurance company with payments to commence on a date determined by you and the insurance company. The amount of the monthly annuity depends upon the value of your vested account balance, your spouse's age and the date distributions commence.

In order to estimate the amount of monthly annuity or installments that can be purchased by your vested account balance on your spouse's behalf, please refer to the attachment titled "Qualified Pre-Retirement Survivor Annuity or Installment Payment Worksheet". The monthly annuity and installments calculated on the worksheet are only estimates. If you are considering retaining the Pre-Retirement Survivor Annuity or if your spouse is considering electing installment payments in place of the Pre-Retirement Survivor Annuity, and you want to know what the actual payment would be, please contact your Plan Administrator.

It is important that you and your spouse understand your rights and obligations concerning your death benefit. Please contact your Plan Administrator if you have any questions. Also, because a spouse has certain rights to the death benefit, you should immediately inform your Plan Administrator of any change in your marital status.

QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY OR INSTALLMENT PAYMENT WORKSHEET

Step 1: Step 2 for Single Life Annuity: Step 3 for installment payments: Step 4:

<p>Go to the Annuity Purchase Rate ("APR") Table and find your spouse's current age.</p>	<p>Find the APR factor under the Single Life Annuity column for your spouse's current age.</p>	<p>Go to the Annuity Purchase Rate ("APR") Table and find the installment factor under the 10-Year Installment column (there is only one number in this column).</p>	<p>FOR ANNUITY PAYMENTS: Divide your current vested account balance by the APR from Step 2. INSTALLMENT PAYMENTS: Multiply your current vested account balance by the applicable interest rate factor from Step 3 and divide by the number of monthly installments.</p>
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EXAMPLE: Suppose you are married and you and your spouse are both age 45 now. Also suppose your current vested account balance is \$35,000. (Please contact your Plan Administrator if you need help determining your vested account balance.)

(a) Optional Form of Benefit	(b) Applicable APR factor from Step 2	(c) Applicable installment factor from Step 3	(d) Amount of Immediate Distribution Equivalent to Vested Account Balance
Single Lump Sum	N/A	N/A	current vested account balance = \$35,000
Single Life Annuity	263.25	N/A	\$35,000 divided by col. (b) = \$133
120 monthly installments	N/A	104.02	\$35,000 divided by col. (c) = \$336

YOUR WORKSHEET (fill in the blanks): Your spouse's current age: _____
Your current vested account balance: \$ _____

(a) Optional Form of Benefit	(b) Applicable APR factor from Step 2	(c) Applicable installment factor from Step 3	(d) Amount of Immediate Distribution Equivalent to Vested Account Balance
Single Lump Sum	N/A	N/A	current vested account balance = \$ _____
Single Life Annuity	_____ (from Step 2)	N/A	current vested account balance divided by col. (b) = \$ _____
120 monthly installments	N/A	104.02	current vested account balance divided by col. (c) = \$ _____

The APR and interest factors used in the above example and worksheet are only for estimating the monthly annuity that might be purchased from an insurance company and the installment payments. The actual amount of monthly annuity purchased from an insurance company and installment payments may be higher or lower. Please contact your Plan Administrator for the actual amount that may be paid to your spouse in annuity or installment forms of benefit. Also, please contact Plan Administrator if you need information applicable to your individual situation, e.g. if your spouse's current age is not shown on the attached Annuity Purchase Rate Table.

QPSA ADDITIONAL INFORMATION

With the attached worksheet and the enclosed tables, you and your spouse should be able to compare the financial effect of electing different optional forms of benefit generally available under the Plan.

The APR and interest factors used in this example and worksheet are only for estimating the monthly annuity that might be purchased from an insurance company and the installment payments. The actual amount of monthly annuity purchased from an insurance company and your spouse's installment payments may be higher or lower. Please contact your Plan Administrator for the actual amount that may be paid to your spouse in the annuity or installment forms of benefit.

In addition, if the current age of your spouse is not shown on the enclosed annuity factor table, please contact your Plan Administrator and the appropriate annuity factors will be provided for your individual situation.

If you and your spouse have any questions regarding your specific situation or if you need help in completing this worksheet, please contact your Plan Administrator. Please note that this worksheet is based on certain interest and mortality assumptions which may not apply to your specific situation.

**ANNUITY PURCHASE RATES
TO BE USED TO ESTIMATE YOUR MONTHLY ANNUITY**

(The following rates are based on an assumed interest rate of 3% per year and the 1983 GAM Male Mortality Table, projected to 2004 with Scale H, 1 year setback for Participant, 1 year setback for Contingent Annuitant)

Your Age	Single Life Annuity	Joint & 100% Contingent Survivor Annuity	Joint & 50% Contingent Survivor Annuity
25	324.42	342.18	333.30
26	322.10	340.27	331.18
27	319.72	338.30	329.01
28	317.27	336.27	326.77
29	314.75	334.18	324.47
30	312.16	332.03	322.10
31	309.50	329.82	319.66
32	306.76	327.54	317.15
33	303.94	325.20	314.57
34	301.05	322.78	311.91
35	298.06	320.30	309.18
36	294.99	317.74	306.37
37	291.83	315.11	303.47
38	288.58	312.39	300.49
39	285.22	309.60	297.41
40	281.78	306.73	294.25
41	278.25	303.77	291.01
42	274.63	300.73	287.68
43	270.92	297.61	284.26
44	267.12	294.40	280.76
45	263.25	291.10	277.17
46	259.29	287.71	273.50
47	255.26	284.23	269.75
48	251.16	280.66	265.91
49	246.99	277.01	262.00
50	242.74	273.25	258.00
51	238.42	269.41	253.91
52	234.02	265.47	249.74

Actuarial Assumptions:

- Assumed Interest Rate: 3% per year
- Mortality Table: 1983 GAM-Male projected to 2004 using Scale H, (-1)
- Spouse assumed to be the same age as the participant

**ANNUITY PURCHASE RATE
TO BE USED TO ESTIMATE
YOUR INSTALLMENT PAYMENTS**

(The following rate is based on an assumed interest rate of 3% per year)

Your Age	10-Year Monthly Installment
Any age	104.02

ASSUMED 6% ANNUAL INTEREST RATE FACTOR TABLE

TO BE USED TO ESTIMATE YOUR DEFERRED MONTHLY ANNUITY AND/OR DEFERRED INSTALLMENT PAYMENTS
 ASSUMING A 6% ANNUAL INTEREST RATE

Period of Deferment (number of years from today to the date you want to begin receiving payments)	Deferred Interest Factor (assuming a 6% annual interest rate)	Period of Deferment (number of years from today to the date you want to begin receiving payments)	Deferred Interest Factor (assuming a 6% annual interest rate)
1	1.0600	26	4.5494
2	1.1236	27	4.8223
3	1.1910	28	5.1117
4	1.2625	29	5.4184
5	1.3382	30	5.7435
6	1.4185	31	6.0881
7	1.5036	32	6.4534
8	1.5938	33	6.8406
9	1.6895	34	7.2510
10	1.7908	35	7.6861
11	1.8983	36	8.1473
12	2.0122	37	8.6361
13	2.1329	38	9.1543
14	2.2609	39	9.7035
15	2.3966	40	10.2857
16	2.5404	41	10.9029
17	2.6928	42	11.5570
18	2.8543	43	12.2505
19	3.0256	44	12.9855
20	3.2071	45	13.7646
21	3.3996	46	14.5905
22	3.6035	47	15.4659
23	3.8197	48	16.3939
24	4.0489	49	17.3775
25	4.2919	50	18.4202