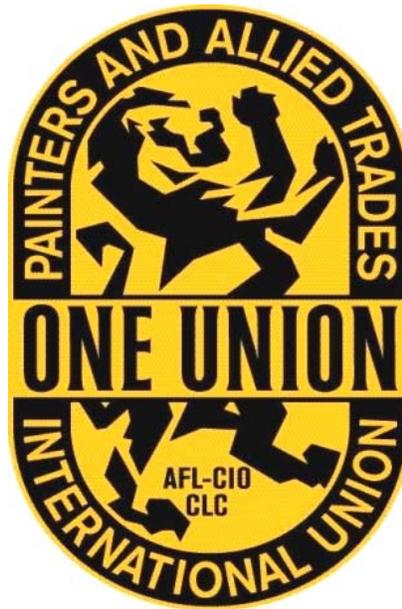


INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

DISTRICT COUNCIL NO. 21

ANNUITY PLAN AND FUND

SUMMARY PLAN DESCRIPTION



JANUARY 2011

To All Participants:

The I.U.P.A.T. District Council No. 21 Annuity Plan and Fund (the “Plan”) is designed to provide you with an additional source of income during your retirement. As you work, you accumulate money in your Plan account. Then, when you retire, your account balance will be paid to you as provided in the Plan and as explained in this Summary Plan Description.

This is your summary plan description for the Plan as of January 1, 2011. It provides you with information about your rights and benefits under the Plan in plain language. Because this document is intended to provide an overview of the Plan, not all provisions of the Plan are discussed.

We encourage you to read this booklet carefully and share it with your family. If you have any questions about the Plan after reading this material, please contact the Plan Administrator.

If there are any discrepancies between the information contained in this document and the actual Plan documents, the Plan documents will always control.

Sincerely,

Board of Trustees



Plan Information

Name of Plan:	I.U.P.A.T. District Council No. 21 Annuity Plan and Fund
Plan Sponsor:	Board of Trustees 2980 Southampton-Byberry Road Philadelphia, PA 19154
Sponsor's Federal Tax Identification Number:	23-7390182
Plan Number:	003
Plan Year:	July 1 through June 30
Plan Effective Date:	January 1, 1972 (amended and restated effective June 17, 2010)
Plan Administrator:	Board of Trustees 2980 Southampton-Byberry Road Philadelphia, PA 19154
Administrative Services Provider:	I.U.P.A.T. District Council No. 21 Benefits Office 2980 Southampton-Byberry Road Philadelphia, PA 19154
Agent for Service of Legal Process:	Stevens & Lee, P.C. Attn: Frank C. Sabatino, Esq. 1818 Market Street, 29 th Floor Philadelphia, PA 19103
Plan Legal Counsel:	Stevens & Lee, PC Attn: Frank C. Sabatino, Esq. 1818 Market Street, 29 th Floor Philadelphia, PA 19103

Legal process may also be served on the Plan's Board of Trustees or any individual Plan Trustee. See the next section of this summary plan description for a listing of the Plan's Trustees as of June 17, 2010.



Board of Trustees

The Plan is administered by a Board of Trustees (the “Trustees”), which consists of both union and employer representatives, all of whom serve without compensation. The Trustees manage the Plan’s related trust, and maintain the Plan so it remains qualified under the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations issued thereunder. The trust fund was established for the purpose of paying benefits provided under the Plan. The Plan is operated in accordance with the provisions and requirements of the Code and the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

As required by ERISA, you are entitled to receive from the Plan Administrator, upon written request, a complete list of local unions, bargaining units and employers who sponsor the Plan, as well as a copy of any collective bargaining agreement pursuant to which the Plan is maintained. As of June 17, 2010, the following representatives serve as the Plan’s Trustees:

<u>EMPLOYER TRUSTEES</u>	<u>UNION TRUSTEES</u>
Thomas Kennedy 245 Bridgewater Rd. P.O. Box 2219 Aston, PA 19014	Joseph Ashdale 2980 Southampton-Byberry Rd. Philadelphia, PA 19154
Terry Graboyes Callowhill Business Center 421 North 7 th St. Philadelphia, PA 19123	Harry T. Williams 2980 Southampton-Byberry Rd. Philadelphia, PA 19154
Evan Lambros A&J Builders, Inc. 2574 W. Maple Ave. Feasterville, PA 19053	Al Pisacano 2980 Southampton-Byberry Rd. Philadelphia, PA 19154
	James Burke 2980 Southampton-Byberry Rd. Philadelphia, PA 19154



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Overview

1. *What is the I.U.P.A.T. District Council No. 21 Annuity Plan and Fund?*

The I.U.P.A.T. District Council No. 21 Annuity Plan and Fund (the “Plan”) is a multiemployer defined contribution plan sponsored by the Plan’s Board of Trustees (the “Trustees”), which consists of representatives of the I.U.P.A.T. District Council No. 21 (the “Union”) and the employers that contribute to the Plan pursuant to one or more collective bargaining agreements with the Union. It is designed to provide retirement and certain other benefits to eligible employees and to provide survivor benefits to eligible dependents.

Eligibility and Participation

2. *Who is eligible to participate in the Plan?*

You are eligible to participate in the Plan if you work for an employer (an “Employer”) under a collective bargaining agreement with the Union that calls for contributions to be made to the Plan on your behalf.

3. *When do I begin participating in the Plan?*

You begin participating in the Plan on the date you first are employed by an Employer who is required to make a contribution to the Plan on your behalf.

Contributions and Funding

4. *May I make contributions to the Plan?*

You are permitted to roll over into the Plan an eligible rollover distribution from another eligible retirement plan or an IRA, but you cannot make any other contributions to the Plan. An “eligible retirement plan” includes a qualified retirement plan maintained by another employer, a Code Section 403(b) annuity, or a Code Section 457(b) plan maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Plan does not accept any portion of an eligible rollover distribution that is attributable to after-tax contributions.

5. *Who contributes to the Plan?*

Your Employer makes contributions to the Plan pursuant to the terms of your local union’s collective bargaining agreement with your Employer. A list of all of the employers who contribute to the Plan is available for inspection in the fund office, or you may request a list of the contributing employers by written request to the fund office at 2980 Southampton-Byberry Road, Philadelphia, PA 19154.



6. *How are my benefits under the Plan calculated?*

An individual account is set up for you under the Plan once you become a participant. Your account is credited with any Employer contributions made to the Plan on your behalf. The amount that your Employer will contribute to the Plan on your behalf is determined under the terms of your local union's collective bargaining agreement with your Employer. Your account will also be credited with investment gains or losses, and will be charged with a portion of the administrative expenses for the Plan (as described in Question 9).

The IRS has established an annual dollar limitation for the total amount of contributions that may be allocated to your account each year (\$49,000 for 2010). The IRS updates the limitation each year. It is unlikely that you will be affected by the annual limitation, but the fund office will notify you if the contributions made to the Plan on your behalf will exceed the annual limitation.

7. *Who invests the Plan's assets?*

The Trustees are responsible for the management and oversight of the Plan's assets. The Trustees may engage third-party professionals including, but not limited to, investment managers and investment consultants to assist the Trustees in managing and investing the Plan's assets. You do not have any investment discretion over the assets that are allocated to your account under the Plan.

8. *How are investment earnings allocated?*

The investment earnings for a valuation period (adjusted for administrative expenses and other items as described in Question 9) will be allocated to your account as soon as practicable after a Valuation Date. The term "Valuation Date" currently means the last business day of each month.

For example, if the rate of return for the Fund for a valuation period is one percent (1%) (after adjustment for administrative expenses and other items), and your account balance at the beginning of the valuation period was \$20,000, \$200 in investment earnings (1% x \$20,000) would be allocated to your account as soon as practicable after the Valuation Date on which the valuation period ends.

9. *How are administrative expenses allocated?*

Administrative expenses are allocated among all participants in the Plan. The total administrative expenses for the Fund are deducted from investment earnings before earnings are allocated to participants' accounts. In the event that administrative expenses exceed investment earnings for a valuation period, the excess administrative expense are allocated among participants based upon the account balance as of the previous Valuation Date.



Distribution of Benefits

10. *Will any portion of my account be forfeited if I terminate employment?*

No, you are 100% vested in your account at all times. This means that you have a non-forfeitable interest in all contributions made to your account, regardless of the length of your employment with your Employer.

11. *How is my account balance determined for distribution purposes?*

Your account balance at the time of distribution will be equal to the following:

- (i) Your account balance as of the last business day of the month preceding the distribution date, plus
- (ii) All contributions made to the Plan on your behalf since the last business day of the month preceding the distribution date.

12. *What happens if I terminate employment due to retirement or disability?*

You are eligible to receive benefits under the Plan when you terminate employment due to retirement or disability, as set forth below.

- Retirement—You will be considered to have retired if, after you attain age 55, you permanently cease working in a trade for which an Employer is required to contribute to the Plan on your behalf. Your benefits will be paid in the form specified in Question 16.
- Disability—If you become disabled, you will be able to receive your benefits as if you had retired. The Trustees shall have sole discretion to determine if you are disabled. You will be determined to be disabled if you are totally and permanently unable to perform the duties for which your Employer is obligated to contribute to the Plan. The Trustees may require that you provide certain documentation or submit to medical examinations so the Trustees can determine if you are disabled.

13. *What happens if I terminate employment other than for retirement or disability?*

You will be treated as having terminated employment for a reason other than retirement or disability and you will become eligible to apply for and receive a distribution of your account after your Employer has made no contributions to the Plan on your behalf for a period of twelve (12) or more consecutive months. Employer contributions will be considered to have not been made to the Plan on your behalf for a twelve (12) month period if during any twelve (12) month period you are credited with 250 or fewer Hours of Service.



For purposes of determining whether you are credited with 250 or fewer Hours of Service during a twelve (12) month period, you may be credited with Hours of Service for certain periods during which you perform no services for your Employer but for which you are paid, or are entitled to be paid, by your Employer. You will be credited with no more than 501 Hours of Service for such periods. You will not be credited with any Hours of Service for periods during which you are paid or are entitled to payment under a plan maintained for purposes of complying with workmen’s compensation or disability insurance laws.

If your Employer does not maintain its payroll records based on the number of hours you actually work, then for purposes of determining whether you are credited with 250 or fewer Hours of Service during a twelve (12) month period you will be credited with Hours of Service based on the following table:

Basis Upon Which the Employer’s Payroll Records are Maintained	Credited Granted if Employee Earns at Least One (1) Hour of Service During Period
Shift	Actual hours for full shift
Day	10 Hours of Service
Week	45 Hours of Service
Semi-monthly payroll period	95 Hours of Service
Monthly payroll period	190 Hours of Service

If you terminate employment for a reason other than retirement or disability, you are not permitted to receive a distribution of the portion of your account, if any, that is attributable to Employer contributions that have been in your account for 24 or fewer months.

See Question 12 for more information about termination of employment due to retirement or disability.

14. *What happens if I die?*

If you die, your benefits will be paid in one of several different ways depending on when you die and whether you have a surviving spouse at the time of your death. See Questions 15, 16 and 17 for more information about different distribution options.

Death before distributions begin—If you die before you begin receiving your benefits, your account will be used to purchase a lifetime annuity for your surviving spouse. Your spouse, prior to receiving any payments, may reject the lifetime annuity and elect a different form of benefit as described below. If you are not married at the time of your death or have named somebody other than your spouse as your beneficiary, your beneficiary will receive your benefits and he or she may elect to receive your benefits either in a lump sum distribution or approximately equal monthly installments for a period of up to ten (10) years.



Death after distributions begin—If you die after you begin receiving your benefits, your benefits will continue to be paid in the form that you elect. For example, if you elect a joint and 50% surviving spouse annuity, your surviving spouse will receive a surviving spouse's annuity that will pay to your surviving spouse 50% of the income you were receiving during your lifetime. If you elect a lifetime annuity, however, your benefits will cease at the time of your death.

15. *How are my benefits paid?*

If you are married at the time benefits commence and you and your spouse have not elected a form of benefit, your benefit will be paid as a joint and 50% surviving spouse annuity. If you are single at the time benefit commence and you have not elected a form of benefit, your benefit will be paid as a lifetime annuity. You may elect an optional form of benefit, however, in accordance with the procedures set forth in Questions 16 and 17.

The optional forms of distribution are:

- **Joint and 50% Surviving Spouse Annuity**—You will receive income for as long as you live and, if your spouse lives longer than you, your spouse will receive one-half of the income you were receiving during your lifetime. The joint and 50% surviving spouse annuity may be provided directly by the Plan or purchased from an insurance company.
- **Joint and 75% Surviving Spouse Annuity**—You will receive income for as long as you live and, if your spouse lives longer than you, your spouse will receive 75% of the income you were receiving during your lifetime. The joint and 75% surviving spouse annuity may be provided directly by the Plan or purchased from an insurance company.
- **Lump Sum**—Your entire account balance will be paid to you in a lump sum distribution.
- **Five-Year Certain Payout**—You will receive your entire account balance in five approximately equal yearly payments. The first year, you will receive one-fifth of your total account balance. The second year, you will receive one-fourth of your remaining account balance, and so on. If you die before you have received all five yearly payments, the remaining balance will be paid to your beneficiary.
- **Ten-Year Certain Payout**—This option is similar to the five-year payout, but you will receive ten approximately equal yearly payments. In the first year you will receive one-tenth of your account balance, in the second year you will receive one-ninth, and so on. If you die before you have received all ten yearly payments, the remaining balance will be paid to your beneficiary.



- **Lifetime Expectancy Payout**—You will receive your account balance in approximately equal yearly payments over your life expectancy, or your and your spouse's joint life expectancy. Your life expectancy and the amount of your yearly payments are re-determined each year under a lifetime expectancy payout. If you die before your entire account has been distributed to you, the remaining balance will be paid to your beneficiary.
- **Lifetime Annuity**—You will receive income for as long as you live, with payments stopping upon your death. The payments that you would receive are higher than the payments that you would receive during your lifetime under the joint and 50% surviving spouse's annuity form of payment. The lifetime annuity may be provided directly by the Plan or purchased from an insurance company.

After you elect a payment option it will remain in effect until your entire benefit has been paid. If you have elected to receive yearly payments under a five-year or ten-year certain payout or a lifetime expectancy payout, you may change your election at any time and elect to receive the portion of your account balance that you have not yet received in any of the forms described above by notifying the Plan Administrator in writing and filling out the required forms. If you are married, your spouse must consent to a change in the form of your benefit payment.

16. *How do I name a beneficiary?*

If you are married, your spouse is your beneficiary under the Plan unless you name a different beneficiary with your spouse's consent. You can name a beneficiary at any time before your death by completing a beneficiary designation form provided by the Trustees. In the event that you are unmarried and you do not designate a beneficiary, or if your beneficiary predeceases you, your benefits will be paid to your estate.

17. *How do I reject the lifetime annuity or joint and 50% surviving spouse annuity benefit default forms of payment?*

You may reject the lifetime annuity in favor of one of the alternative forms of payment set forth in Question 15 by submitting a benefit election form to the Trustees. In addition, you may elect to reject the joint and 50% surviving spouse annuity in favor of one of the alternative forms of benefit. In order to reject the joint and 50% surviving spouse's annuity form of payment, your spouse must validly consent in accordance with the procedures set forth below.

Your rejection of the lifetime annuity or joint and 50% surviving spouse annuity must be made in writing on the form supplied by the Trustees within the 180-day period ending on the date you begin receiving your benefits. Your rejection of the joint and 50% surviving spouse's annuity form of payment must be accompanied by a signed and notarized consent form from your spouse. The consent must acknowledge the effect of



the rejection, including the alternate form of benefit payment, and, if applicable, the identity of your survivor beneficiary.

18. *May I roll over my account balance?*

If you are entitled to receive a distribution of \$200 or more from your account and the distribution is an “eligible rollover distribution,” you may roll over all or a portion of it into an eligible retirement plan, IRA or Roth IRA. In addition, you may elect to have a portion of an eligible rollover distribution paid directly to you, but only if you elect to roll over at least \$500 of such distribution to an eligible retirement plan, IRA or Roth IRA. An eligible rollover distribution, in general, is any cash distribution other than an annuity payment, a minimum distribution payment, or a payment which is part of a fixed period payment over ten or more years.

Keep in mind that, to the extent that you have the distribution paid directly to you, 20% of such distribution must be withheld even if you intend to roll over the money into an eligible retirement plan, IRA or Roth IRA within 60 days.

See Appendix A for additional information on tax and rollover issues.

19. *May I defer receipt of my benefits after I terminate employment?*

Yes, you may choose to defer receiving your benefits after you terminate employment, but federal law requires that you begin receiving your benefits by April 1 of the calendar year following the later of the calendar year in which you attain age 70-1/2 or retire.

In-Service Distributions and Hardship Withdrawals

20. *May I receive a distribution from the Plan if I work past normal retirement age?*

If you continue working after age 63, you may make a one-time election to receive 30-percent of your account balance in a lump sum at any time after your 63rd birthday. If you continue working after age 65, you may make a one-time election to receive 20-percent of your account balance in a lump sum at any time after your 65th birthday. Your spouse must consent in accordance with the procedures set forth in Question 17 for you to elect either or both of these lump sum payouts. When you actually retire, the remaining balance will be distributed to you in accordance with Questions 12 and 15.

21. *May I receive an in-service distribution from the Plan?*

Yes, if you are eligible to begin receiving special early retirement pension payments from the International Painters and Allied Trades Pension Plan (the “International Plan”), you may apply for and receive a distribution of one-hundred percent (100%) of your account under the Plan. You must provide sufficient documentation to the Trustees to confirm that you are eligible to receive a distribution of your benefits under the International Plan.



Effective January 1, 2011, you may also request a distribution of fifty percent (50%) of your account under the Plan once in any twenty-four (24) month period. For purposes of such a distribution, amounts that have been in your account for fewer than twenty-four (24) months are not eligible for distribution.

22. *May I take a hardship withdrawal while I am employed?*

If you have been a participant in the Plan for at least three years and experience a financial hardship as described below, you may apply to the Trustees for their approval for you to withdraw a portion of your account balance while you are still working in an amount equal to the lesser of (i) 50% of your account balance, or (ii) the portion in your account balance other than contributions made in the past two years.

You may be approved by the Trustees to receive a hardship withdrawal for the following financial hardships:

- the purchase of a residence;
- educational expenses beyond high school for you, your dependent child or your spouse, or to maintain your dependent child at an educational institution for the physically or mentally handicapped;
- funeral expenses due to the death of your spouse, child, dependant, grandchild or parent, or the parent of your spouse;
- expenses incurred to prevent eviction, foreclosure or the imposition of a tax lien on your residence;
- certain medical expenses of you, your spouse, or your dependents that are not otherwise reimbursable under a group health plan covering you, your spouse, or your dependents, as applicable; and
- expenses for the repair of damage to your principal residence that would qualify you for a casualty loss deduction under the Internal Revenue Code.

The Trustees may require that you provide documentation that is sufficient for the Trustees to confirm that you have incurred any of the foregoing expenses. For example, if you request a hardship withdrawal to prevent being evicted from a home or apartment that you are renting, you may be required to provide a copy of your lease and the eviction notice to the Trustees.

In addition, you may be approved by the Trustees to receive a distribution in order to pay expenses arising from a legal obligation which you or your family owes to the Plan or any other employee benefit plan jointly administered by the Union and Employers if you have been a participant in the Plan for at least three years. If approved, you may withdraw your full account balance, other than the portion of your account that is



attributable to contributions that have been in your account for fewer than twenty-four (24) months, in order to pay expenses arising from a legal obligation which you or your family owes to the Plan or any other employee benefit plan jointly administered by the Union and Employers.

If you are married, you must have the written consent of your spouse to withdraw money from your account while you are still working.

Note that the Code requires you to pay a 10 percent tax penalty on all early withdrawals from the Plan in addition to regular income tax if you have not attained age 59 ½ at the time of the early withdrawal.

23. *Can I assign, transfer or pledge my benefits?*

No. Your interest in the Plan, however, may be subject to claims under a “qualified domestic relations order” issued by a court, granting to your former spouse, children or other dependents a right to receive all or part of your account as support, alimony, or as a property settlement.

Miscellaneous

24. *Will the Plan be terminated or amended?*

Although the Trustees expect to continue the Plan indefinitely, they reserve the right to amend or terminate the Plan at any time in accordance with the provisions in the Trust Agreement. Amendments to this Plan may be adopted by a majority vote of the Trustees as set forth more particularly in the Trust Agreement.

25. *Are my benefits under the Plan guaranteed by the Pension Benefit Guaranty Corporation?*

No, the Pension Benefit Guaranty Corporation does not guarantee your benefits under the Plan because the Plan is a defined contribution plan.



Claim and Appeal Procedures

In order to claim your benefits under the Plan, you must file a written application with the Plan Administrator. You can obtain an application form from the Plan Administrator.

If your claim is denied, in whole or in part, you will receive written notification within 90 days of the date the Plan Administrator received your claim unless the Plan Administrator notifies you that it needs additional time to make a determination, but in no event will a decision on your claim take more than 180 days. This notification will include the specific reasons for the decision, the Plan provisions on which the decision is based, the information needed to complete the claim, and the procedures for appealing the claim.

Appealing a Denied Claim

If your claim for benefits is denied, in whole or in part, you may appeal the denial in writing within 60 days after you receive the denial. You or your representative has the right to review pertinent Plan documents and submit a written statement in support of your claim.

The Trustees will conduct a full review of your claim and make a decision on the denial within 60 days after they receive your written request for review. In some cases, the Trustees may need more time to make a decision. In this case, they may take an additional 60 days, provided that they notify you of the extension within the initial 60 day period and explain why more time is needed.

The Trustees' decision regarding your appeal will be made in writing and will be final and binding, and your administrative remedies under the Plan will be exhausted once the Trustees issue a decision regarding your appeal.

Interpretation and Determination of Claims

The Trustees have the sole right to interpret the Plan. Any construction, interpretation or application of the Plan by the Trustees shall be final, conclusive and binding on all participants and on any person claiming benefits by, through, or on behalf of any participant.

Although the Trustees intend to continue the benefits contained in the Plan, the Trustees reserve the right whether in an individual case or more generally, to alter, reduce, or eliminate any benefit, policy or practice, in whole or in part, without notice, subject to the provisions that any changes do not violate the rules regarding protection of accrued benefits.



Your ERISA Rights

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants will be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at age 65 and, if so, what your benefits would be at such date if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.



Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request in writing a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court after completing all appeals required under the Plan's claim procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court after completing all appeals required under the Plan's claim procedures. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. Addresses and phone numbers of the Employee Benefits Security Administration can be found on their website at www.dol.gov/ebsa.



APPENDIX A Tax and Rollover Issues

This Appendix A explains how you can continue to defer federal income tax on your retirement savings in the Plan and contains important information you will need before you decide how to receive your Plan benefits. You will receive a copy of a special tax notice that describes the information found in this Appendix A when you become eligible to receive a distribution, including a rollover, of your benefits under the Plan.

Rules that apply to most payments from a plan are described in the “General Information About Rollovers” section. Special rules that only apply in certain circumstances are described in the “Special Rules and Options” section.

If you have additional questions after reading this Appendix A, you should contact a professional tax advisor or you may contact the Plan Administrator.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover. If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover. If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes. This means that, in order to roll over the entire payment in a 60-day rollover, you must use other



funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan

The Plan administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations



- Cost of life insurance paid by the Plan
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to \$10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

Will I owe state or local income taxes?

This notice does not describe any State or local income tax rules (including withholding rules). We recommend that you consult your tax advisor regarding the impact of state or local taxes on your distribution.

SPECIAL RULES AND OPTIONS

If you miss the 60-day rollover deadline



Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee.

For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If you roll over your payment to a Roth IRA

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). For payments from the Plan during 2010 that are rolled over to a Roth IRA, the taxable amount can be spread over a 2-year period starting in 2011. If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement arrangements (IRAs).

You cannot roll over a payment from the Plan to a designated Roth account in an employer plan.

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you



choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½.

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).



If your payments for the year are less than \$200 (not including payments from a designated Roth account in the Plan), the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Plan administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.