

Dear Participant,

Enclosed please find the Application for Benefits and Distribution Election Form and the Special Notice Regarding Plan Payments. Complete the Application **IN IT'S ENTIRETY** as follows:

1. Complete both sides of the application. Note that side 2 requires that a notary witness your signature.
2. Complete the Spousal Election Against Single Life Annuity even if you are not married. This form also requires a notary signature. **If you are married**, both you and your wife must sign and fill in all information. **If you are not married**, write on the spouse signature line "not married" and initial it. Sign on the participant line and have your signature(s) notarized.
3. Complete the Election Against Single Life Annuity form. It does not need to be notarized.

Send all three forms back to this office. Your application will be presented to the Board of Trustees at their monthly meeting provided the completed application is in our office no later than one week before the day of the meeting. The meetings are usually held the 4th Thursday of the month. Unless you are retired and wish to have monthly installments, distribution of funds will take place **approximately the middle of the month following submission to the Board of Trustees.**

If you have any questions, please call this office at (419) 666 4450.

With regards,

Toledo Electrical Benefit Plans

**Local No. 8 International Brotherhood of Electrical Workers
Retirement Plan
Application for Benefits and Distribution Election Form**

**LOCAL 8 RETIREMENT PLAN
P.O. BOX 60408
ROSSFORD, OH 43460
(419) 666-4450**

Section 1 – Participant Information

Participant's Name: _____

Date of Birth: ____/____/____ Social Security No. _____

Street Address: _____

City, State and Zip Code: _____ Phone _____

Section 2 – Reason for Distribution

Retirement

Disability

Termination of Employment

Last Month/Year of Employment _____ Employer _____

Note: If you checked Retirement, you must attach a Birth Certificate. If you checked Disability, you must include documentation or other proof of your Disability. Please contact the Administrative Manager if you have questions regarding the documentation required.

Section 3 – Selection of Option

Please refer to the **EXPLANATION OF DISTRIBUTION OPTIONS** and the **SPECIAL TAX NOTICE REGARDING PLAN PAYMENTS** enclosed for more detailed information. I hereby elect to have my benefit under the Plan paid as follows (*check only one*):

ANNUITY

Single Life Annuity. If you are not married, you must select this form of benefit payment unless you sign an Election Against Single Life Annuity.

Joint and Survivor Annuity. If you are married, you must select this form of benefit payment unless you and your spouse sign an Election Against Joint and Survivor Annuity and Spousal Consent.

LUMP SUM OPTIONS

Lump Sum Payment. Payment to me of 100% of my account. (20% withholding will apply on distributions over \$200.00.)

100% Rollover. Direct rollover of 100% of my account to an Individual Retirement Account or annuity (IRA) or another qualified employer plan. (You must complete Section 4 – Direct Rollover Information)

Partial Rollover. The following amount or percentage of my account is to be distributed to me (____% or \$_____) and the remainder as a direct rollover to an IRA or another qualified employer plan. You must complete Section 4 – Direct Rollover Information. (20% withholding will apply to the amount distributed to you if it exceeds \$200.00.)

INSTALLMENT OPTION

Installment Payments. __Annual or __Quarterly or __Monthly Payments (*check one*) in the amount of \$_____ (specified amount must be in multiples of \$100 and is the amount before tax) to me beginning _____, 20____ (indicate month/year) from my account until my account is exhausted. (20% withholding will apply if your account balance is expected to be distributed over a period of less than 10 years.) During the period of my

THIS FORM MUST BE NOTARIZED

LOCAL NO. 8 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS RETIREMENT PLAN AND TRUST

SPOUSAL ELECTION AGAINST SURVIVOR ANNUITY

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned participant (the "Participant") in the Local No. 8 International Brotherhood of Electrical Workers Retirement Plan and Trust (the "Plan") has applied to the Board of Trustees (the "Trustees") of the Plan for a retirement benefit under the Plan; and

WHEREAS, the Participant and the undersigned lawful spouse of the participant (the "Spouse") acknowledge that they have been advised that the standard form of pension benefit available to them is a monthly retirement benefit for the life of the Participant with a 50 per cent joint and survivor annuity benefit to the Spouse of the Participant for the remainder of the Spouse's life, if the spouse survives the Participant (a "qualified joint and survivor annuity benefit"); and

WHEREAS, the Participant and the Spouse have been advised of their rights not to receive the qualified joint and survivor annuity benefit and, instead, to elect to have the benefit paid in an optional form; and

WHEREAS, the Participant and the Spouse acknowledge that after having been fully advised of all their joint and several rights, and after having been given an opportunity to consult with advisors of their choosing, individually and together, the participant desires to exercise his/her right not to receive the qualified joint and 50 per cent survivor annuity and the Spouse desires to consent to the Participant's election of the waiver of the qualified joint and survivor annuity benefit.

NOW, THEREFORE, in consideration of these premises, the agreement of the Trustees to act upon the application of the participant for a retirement benefit under the Plan, and other good and valuable consideration, the undersigned Participant and Spouse jointly and severally warrant and represent to the Trustees as follows:

1. We, and each of us, have carefully read this form and understand the above statements and representations.
2. The statements and representations are true and correct.
3. The participant knowingly waives his/her right to receive the qualified joint and survivor annuity benefit under the Plan and elects to

receive instead, an optional form of benefits available to vested Plan participants.

4. The Spouse, knowingly and willingly, being fully advised of his/her rights, having had the opportunity to consult with advisors of his/her choosing, and fully understanding the financial and legal implications thereof, does hereby consent, agree and elect to waive his/her rights to insist upon a joint and 50 per cent survivor annuity benefit in favor of an alternate form of benefit for the Participant, knowing that said benefit to the Participant will be for the remainder of the Participant's life only and will terminate upon his/her death, with no further benefits to the Spouse, to the spouse's possible financial detriment.

5. We, and each of us, have been fully advised of all of our rights and of the facts in connection with this application, election and waiver of the joint and survivor annuity benefit; and we, and each of us, have been given the opportunity to consult with advisors of our individual and joint choice before filing the application and making this election.

6. We jointly and severally acknowledge receipt of the notice forms provided by the Trustees of the Plan explaining the qualified joint and survivor annuity benefit, that we have read them, that we have understood them, and that we have had the opportunity to consult with advisors of our joint and several choosing with regard to said notice.

PARTICIPANT - SIGNATURE

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY NUMBER

DATE
() _____
Telephone Number

SPOUSE - SIGNATURE

STREET ADDRESS

CITY STATE ZIP

SOCIAL SECURITY NUMBER

DATE
() _____
Telephone Number

State of _____)
County of _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

Name _____
Notary Public

My Commission Expires _____

**LOCAL NO. 8 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS RETIREMENT PLAN AND TRUST**

ELECTION AGAINST SINGLE LIFE ANNUITY

The purpose of this form is twofold:

1. As a single participant you are hereby informed that a single life annuity is the standard form of retirement/termination benefit that must be offered to you. A single life annuity is a benefit purchased for you by the Plan through an insurance company that will guarantee you a fixed benefit per month for the rest of your life.

2. Whereas you have been informed of your right to receive a single life annuity benefit, you instead elect to receive a benefit in an optional form.

The Participant acknowledges that after having been fully advised of his/her rights and after having been given an opportunity to consult with advisors of his/her choosing, the Participant desires to exercise his/her right not to receive a single life annuity.

Signature of Participant

Date

Print Participant Name

Date

**LOCAL NO. 8 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
RETIREMENT PLAN**

EXPLANATION OF DISTRIBUTION OPTIONS

ANNUITIES

Single Life Annuity

A Single Life Annuity is the automatic form of payment for the Plan, unless: (a) you are married; or (b) your account balance does not exceed \$3,500. You may waive the Single Life Annuity by completing the Election Against Single Life Annuity. If your benefits are paid as a Single Life Annuity, your account balance will be used to purchase an annuity from an insurance company. The annuity will provide you with a monthly payment for your life. After you die, no further payments will be made to your estate or any designated beneficiary.

Joint and Survivor Annuity

The Joint and Survivor Annuity is the automatic form of payment from the Plan, unless (a) you are not married; (b) your account balance does not exceed \$3,500; or (c) your spouse agrees otherwise. If your benefits are paid as a Joint and Survivor Annuity, your account balance will be used to purchase an annuity from an insurance company. The annuity will provide you with a monthly payment for your life. When you die, the person to whom you were married when payments to you began will also receive monthly annuity payments for life equal to one-half of your monthly payment. (If this spouse dies before you do, no survivorship benefits will be paid, and the amount of your monthly payment will not change.)

It is important to know that because your spouse will receive a 50% survivor annuity (if the spouse actually survives you), the relative financial effect of a Joint and Survivor Annuity is to reduce the monthly payments that you would have received if payments had been made to you as a single life annuity.

Additional Information Regarding Annuities

The monthly annuity payments that can actually be purchased with your account balance will depend upon (a) your age in the case of a Single Life Annuity or the age of you and your spouse in the case of a Joint and Survivor Annuity, (b) when benefits are to commence, and (c) the current annuity rates available from an insurance company selected by the Board of Trustees. Such rates fluctuate over time as interest rates fluctuate. If you are interested in an estimate of what the monthly annuity payments would be to you under a Single Life Annuity or to you and your spouse under the Joint and Survivor Annuity, please contact the Administrative Manager for more information.

LUMP SUM OPTIONS

If you elect any of the following lump sum options, you will have no remaining interest in the Plan. If you are married, your spouse must agree to any of the lump sum options unless your account balance does not exceed \$3,500.

Lump Sum Payment

If you elect a lump sum payment, your account balance will be paid to you in a single sum. The amount of your lump sum payment will be based on the value of your account balance as of the close of the month in which the Board of Trustees approves your application for benefits.

100% Rollover

If you elect a 100% Rollover, a check for the entire amount of your account balance will be made payable to the financial institution (IRA) or the Trustee of the qualified plan, and mailed to your home address. It is your responsibility to deliver the check to the financial institution (IRA) or qualified plan designated above. You may designate more than one financial institution (IRA) and/or qualified plan to receive portions of your account balance in a direct rollover. If so requested, specific percentage allocations are required.

A 100% Rollover election (as well as election of a Partial Rollover, Rollover of Installment Payments, Rollover of Partial Distributions) is conditional upon providing the Administrative Manager with a written statement from the financial institution (IRA) or qualified plan designated above that it will accept the direct rollover and that it is eligible, under Federal tax laws, to receive a direct rollover. The statement must accompany the Application for Benefits delivered to the Plan office for further processing of the benefit to occur.

Partial Rollover

If you elect a Partial Rollover, a portion of your account balance will be distributed to you in the same manner as a Lump Sum Payment described above, and the balance of your account will be paid as Rollover in the same fashion and subject to the same requirements as a 100% Rollover described above. You will designate the portion distributed to you and the portion that is paid in a Rollover.

INSTALLMENT OPTIONS

Installment Payments

Monthly, quarterly or annual payments can be elected. If you are married, you may elect this option only with the consent of your spouse. If you elect installment payments, you indicate in your application:

- (a) When you want the payments to begin;
- (b) The frequency of the payments (monthly, quarterly or annually);
- (c) The amount of the payments; and
- (d) Whether your account balance is to be segregated from the regular Plan investments and invested in a fixed income account established with the Plan's custodian.

After your application has been approved, you will receive monthly, quarterly or annual payments until your account balance is zero.

Your account balance will continue to be credited with pro rata earnings in the same manner as earnings are credited to account balances of active participants unless you have elected that your account be segregated and invested in a fixed income account, in which case earnings will be credited at the rate applicable to such segregated account.

The amount of your payment must be at least as much as is necessary to satisfy minimum distribution requirements imposed by the Internal Revenue Service. The Administrative Manager will inform you if you are affected by this requirement.

On or before December 1st of each year, you may request a change in the amount of your payment, effective for payments scheduled after that month. To request a change in your payment, please contact the Administrative Manager to obtain the necessary forms.

In addition, if you have elected and have been receiving installment payments, you may request at any time during a year, to receive the remaining balance of your account in a Lump Sum or as a Rollover. Your written request to accelerate payment of the balance of your account must be filed with the Administrative manager at least thirty (30) days in advance of the month in which your request is to be submitted to the Board of Trustees for approval. The amount of your final payment (whether as a Lump Sum or Rollover) will be based on the value of your account as of the close of the month in which your application is approved. To obtain the necessary forms, please contact the Administrative Manager.

Rollover of Installment Payments

If the expected period of your Installment Payments is less than 10 years, then you may elect a Rollover with respect to your Installment Payments. The expected period of your Installment Payments is determined by dividing your account balance before the payments are scheduled to begin by the amount of the monthly, quarterly or annual payment that you have elected.

PARTIAL DISTRIBUTIONS

In any Plan Year (12 month period beginning January 1st and ending December 31st), you may elect a payment to you of part of your account balance in the amount that you designate. The remaining portion of your account will remain invested under the Plan. You may also elect to have all or a portion of such Partial Distribution paid as a Rollover. If you are married, your spouse must consent to your election of a Partial Distribution (even if all or a portion of the Partial Distribution is paid as a Rollover).

INCOME TAX WITHHOLDING REQUIREMENTS

In general, effective January 1, 1993, the Plan is required by Federal Law to withhold 20% of certain types of Plan payments (known as "eligible rollover distributions") to satisfy income tax withholding requirements unless you elect a "direct rollover" of such a payment to an IRA or qualified plan. Lump sum payments of your account balance, and in some cases, monthly payments of your benefits, are considered "eligible rollover distributions". Therefore, if you elect a lump sum payment, installment payments with an expected distribution period of less than 10 years, or partial distributions, the Plan will withhold 20% of such payments for Federal Income Taxes unless you elect a "rollover" of your payment.

A detailed explanation of these rules is contained in the attached Notice entitled "Special Tax Notice Regarding Plan Payments". You should read this Notice carefully before deciding upon your payment option. You may also wish to consult with a professional tax advisor before making your decision.

SPECIAL TAX NOTICE REGARDING
PLAN PAYMENTS

This notice contains important information you will need before you decide how to receive your benefits from the Local No. 8 I.B.E.W. Retirement Plan (the “Plan”).

SUMMARY

A payment from the Plan that is eligible for “rollover” can be taken in two ways. You can have all or any portion of your payment either (1) **PAID IN A “DIRECT ROLLOVER”** or (2) **PAID TO YOU**. A rollover is a payment of your Plan benefits to your **IRA**, (the term “IRA”, as used in this Notice, includes individual retirement accounts and individual retirement annuities) or to another employer plan. This choice will affect the tax you owe.

If you choose a **DIRECT ROLLOVER**

- Your payment will not be taxed in the current year and no income tax will be withheld.
- Your payment will be made directly to your IRA or, if you choose, to another employer plan that accepts your rollover.
- Your payment will be taxed later when you take it out of the IRA or the employer plan.

If you choose to have your Plan benefits **PAID TO YOU**

- You will receive only 80% of the payment because the Plan administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes.
- Your payment will be taxed in the current year unless you roll it over. 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 also may have to pay an additional 10% tax.
- You can roll over the payment by paying it to your IRA or to another employer plan that accepts your rollover within 60 days of receiving the payment. The amount rolled over will not be taxed until you take it out of the IRA or employer plan.
- If you want to roll over 100% of the payment to an IRA or an employer plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and not rolled over.

MORE INFORMATION

I.	PAYMENTS THAT CAN AND CANNOT BE ROLLED OVER	2
II.	DIRECT ROLLOVER	2
III.	PAYMENT PAID TO YOU.....	2
IV.	SURVIVING SPOUSES, ALTERNATE PAYEES, AND OTHER BENEFICIARIES	4

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 an IRA or to another employer plan that accepts rollovers. In general, lump sum payments and, in some cases, monthly payments of your benefits under the Plan are eligible rollover distributions. The following types of payments 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 your life expectancy), or
- Your lifetime and your beneficiary’s lifetime (or life expectancies), or
- A period of ten years or more

REQUIRED MINIMUM PAYMENTS. Beginning in the year you reach age 70 ½, a certain portion of your payment cannot be rolled over because it is a “required minimum payment” that must be paid to you.

II. DIRECT ROLLOVER

You can choose a direct rollover of all or any portion of your payment that is an “eligible rollover distribution” as described above. In a direct rollover, the eligible rollover distribution is paid directly from the Plan to an IRA or another employer plan that accepts rollovers. If you choose a direct rollover, you are not taxed on a payment until you later take it out of the IRA or the employer plan.

DIRECT ROLLOVER TO AN IRA. You can open an IRA to receive the direct rollover. If you choose to have your payment made directly to an IRA, contact an IRA sponsor (usually a financial institution) to find out how to have your payment made in a direct rollover to an IRA at that institution. If you are unsure of how to invest your money, you can temporarily establish an IRA to receive the payment. However, in choosing an IRA, you may wish to consider whether the IRA you choose will allow you to move all or a part of your

payment to another IRA at a later date, without penalties or other limitations. See IRS Publication 590, Individual Retirement Arrangements, for more information on 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 a plan, and you want a direct rollover to that plan, ask the administrator of that plan whether it will accept your rollover. An employer plan is not legally required to accept a rollover. If your new employer’s plan does not accept a rollover, you can choose a direct rollover to an IRA.

DIRECT ROLLOVER OF A SERIES OF PAYMENTS. If you receive eligible rollover distributions that are paid in a series for less than ten (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.

III. PAYMENT PAID TO YOU

If you have the payment made to you, it is subject to 20% income tax withholding. The payment is taxed in the year you receive it unless, within 60 days, you roll it over to an IRA or another plan that accepts rollovers. If you do not roll it over, special tax rules may apply.

MANDATORY INCOME TAX WITHHOLDING. If any portion of the payment to you is an eligible rollover distribution, the Plan is required by law to withhold 20% of that amount. This amount is sent to the IRS as income tax withholding. For example, if your eligible rollover distribution is \$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, you will report the full \$10,000 as a payment from the Plan. You will report the \$2,000 as tax withheld, and it will be credited against any income tax you owe for the year.

VOLUNTARY INCOME TAX WITHHOLDING. If any portion of your payment is not an eligible rollover distribution but is taxable, the mandatory withholding rules described above do not apply. In this case, you may elect not to have withholding apply to that portion. To elect out of withholding, ask the Administrative Manager for the election form and related information.

SIXTY-DAY ROLLOVER. If you have an eligible rollover distribution paid to you, you can still decide to roll over all or part of it to an IRA or another employer plan that accepts rollovers. If you decide to do a rollover, you must do so within sixty (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 IRA or the employer plan.

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

Example: Your eligible rollover distribution 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 an IRA or 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 IRA or employer plan. If you roll over the entire \$10,000, when you file your income tax return you may get a refund of part 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 does not apply to your payment if it is (1) paid to you because you terminated employment during or after the year you reach age 55, (2) paid to you because you retire due to disability, (3) paid to you as equal (or almost equal) payments over your life or life expectancy (or you and your beneficiary's lives or life expectancies), or (4) used to pay certain medical expenses. See IRS Form 5329 for more information on the additional 10% tax.

SPECIAL TAX TREATMENT. If your eligible rollover distribution is not rolled over, it will be taxed in the year you receive it. However, if it qualifies as a "lump sum distribution", it may be eligible for special

tax treatment. A lump sum distribution is a payment, within one year, of your entire balance under the Plan that is payable to you because you have reached age 59½ or have terminated. For a payment to qualify as a lump sum distribution, you must have been a participant in the Plan for at least 5 years. The special tax treatment for lump sum distributions is described below.

Five-Year Averaging. If you receive a lump sum distribution after you are age 59½, you may be able to make a one-time election to figure the tax on the payment by using “5-year averaging”. Five-year averaging often reduces the tax you owe because it treats the payment much as if it were paid over 5 years

Ten-Year Averaging If You Were Born Before January 1, 1936. 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) instead of 5-year averaging (using current tax rates). Like the 5-year averaging rules, 10-year averaging often reduces the tax you owe.

Capital Gain Treatment If You Were Born Before January 1, 1936. In addition, if you receive a lump sum distribution and you were born before January 1, 1936, you may elect to have the part of your payment that is attributable to your pre-1974 participation in the Plan (if any) 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. If you have previously rolled over a payment from the Plan, you cannot use this special tax treatment for later payments from the Plan. If you roll over your payment to an IRA, you will not be able to use this special tax treatment for later payments from the IRA. Also, if you roll over only a portion of your payment to an IRA, this special tax treatment is not available for the rest of the payment. Additional restrictions are described in IRS Form 4972, which has more information on lump sum distributions and how you elect the special tax treatment.

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. Some of the rules summarized above also apply to a deceased employee’s beneficiary who is not a spouse. However, there are some exceptions for payments to surviving spouses, alternate payees and other beneficiaries that should be mentioned.

If you are a surviving spouse, you may choose to have an eligible rollover distribution paid in a direct rollover to an IRA or paid to you. If you have the payment paid to you, you can keep it or roll it over yourself to an IRA but you cannot roll it over to an employer plan. If you are an alternate payee, you have the same choices as the employee. Thus you can have the payment paid as a direct rollover or paid to you. If you have it paid to you, you can keep it or roll it over yourself to an IRA or to another employer plan that accepts rollovers. If you are a beneficiary other than the surviving spouse, 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 not subject to the additional 10% tax described in section 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 as described in section 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 A PROFESSIONAL TAX ADVISOR BEFORE YOU TAKE A PAYMENT OF YOUR BENEFITS FROM THE PLAN.

You can find more specific information on the tax treatment of payments from qualified retirement 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 or by calling 1-800-TAX-FORMS.