INLAND

Refrigeration & Air Conditioning
Retirement Trust Fund

501 Shatto Place, 5th Floor, Los Angeles, CA 90020

(213) 385-6161 • (800) 595-7473 • (213) 385-2767 (fax)

Distribution Election Form

Application, Spouse's Consent & Authorization

Complete all applicable sections and return pages 1 - 5 to the address above.
(Save pages 6-9 for your records.)

SECTION 1—PARTICIPANT INFORMATION

______________________________ Participant Name

______________________________ Participant Social Security Number

______________________________ Street Address (the address to which payments to you and Form 1099-R should be sent)

______________________________ City, State, ZIP Code

______________________________ Phone Number and/or Email Address

If this is a foreign address, additional forms are required. They are available from the Plan Administrator.

MARITAL STATUS (you <u>must</u> mark one):
- ☐ I AM MARRIED (Section 8 must be completed)
- ☐ I AM NOT MARRIED *If divorced, please indicate date of divorce __________________

Last Day Worked (month / day / year): ___________________________ Date of Birth: ______________________________

Type of Withdrawal Requested (you <u>must</u> mark one):

- ☐ Normal Retirement at age 65
- ☐ Total Disability (attach copy of SSA disability award)
- ☐ Termination of Employment (Age 55 to 65 and no employment for at least one year/or one year waiting period applies)
- ☐ Early Retirement at age 55 (with 10 years of service after 2/1/65)
- ☐ Termination of Employment (under Age 55 and no employment for at least one year)

SECTION 2—PAYMENT OPTIONS—PLEASE SELECT A, B, C, D, E or F

A ☐ **DIRECT ROLLOVER**
Choose one of the following options:

- ☐ **Rollover to a Traditional IRA**
- ☐ **Rollover to a ROTH IRA (subject to current taxes—complete withholding elections in Sections 3 and 4)**
- ☐ **Rollover to a Qualified Employer Plan**

IRA OR QUALIFIED PLAN INFORMATION
Any part of my account in the Plan which is eligible for rollover should be directly rolled over to my IRA or qualified employer plan, as I have indicated in this section. (Portion to be rolled over must be more than $500 if transferring less than 100% of amount eligible for rollover.)

NAME AND ACCOUNT # OF IRA OR NEW EMPLOYER PLAN: ______________________________
____

MAILING ADDRESS OF PAYEE - ADDRESS WHERE CHECK SHOULD BE MAILED ______________________________
____

CAPACITY OF PAYEE: ☐ Trustee ☐ Custodian (Check one)

Special Instructions: ______________________________

B ☐ **ISSUE CHECK DIRECTLY TO ME (Subject to tax withholding-complete Sections 3 and 4)**

C ☐ **DIRECT ROLLOVER OF PARTIAL BENEFIT.**

I want to rollover a portion of my benefit in the amount of $______________________, directly to the IRA, Roth IRA or Qualified
(You must enter a dollar amount.)

Employer Plan I have named above in Section 2A. I understand that the portion of my benefit that I do not rollover, will be issued to me directly in the form of a check, and that portion will be subject to federal and state tax withholding (if any).

D ☐ **INSTALLMENT PAYMENTS** (substantially level payments paid over more than one year, but fewer than 10 years)

If my vested account balance is $5,000 or more, I direct that my account balance be distributed from the Plan to me directly as a series of substantially level payments made:

☐ monthly ☐ quarterly ☐ annually (check one) in the amount of $____________________________.
(You must enter a dollar amount.)

NOTES: (1) In no case may the stream of payments be expected to extend over a period that exceeds your life expectancy, or the joint life expectancy of you and your beneficiary. (2) 20% mandatory withholding will apply (and, if you are under age 59 ½, your payments may be subject to tax penalty). (3) You are strongly encouraged to consult with a tax advisor before requesting installments.

E ☐ **JOINT AND SURVIVOR ANNUITY** (married participants only)

I understand that if I am married and my vested account balance is $5,000 or more, the normal form of distribution is a Joint and Survivor Annuity. I direct that my benefit be paid as a Joint and 50% Survivor Annuity.

F ☐ **LIFE ANNUITY OPTION** (unmarried participants only)

I understand that if I am unmarried and my vested account balance is $5,000 or more the normal form of distribution is a Life Annuity (no minimum number of payments guaranteed)

SECTION 3—FEDERAL TAX WITHHOLDING

A. Roth IRA Rollover. If you elected to roll over your balance to a Roth IRA in Section 2 above, federal withholding is not mandatory.

☐ I want _______% or $___________ withheld for federal income tax.

☐ I do NOT want to have federal income tax withheld from my benefit payment.

Note that if you elect federal income tax withholding on a rollover to a Roth IRA, you will receive a second 1099-R for the withholding amount. If you are under age 59 ½ and you elect withholding on a rollover to a Roth IRA the withheld amount may be subject to a 10% federal early distribution penalty and a state tax penalty where applicable. Consult with your tax advisor to understand the tax implications for you.

B. Direct Payment to You. If you elected to have a check made payable to you in Section 2 above, any part of your distribution that is eligible for rollover is subject to mandatory 20% federal withholding.

☐ In addition to the mandatory 20% federal withholding I want _______% or $___________ withheld for federal income tax.

SECTION 4—STATE TAX WITHHOLDING

STATE TAX WITHHOLDING: CA State tax will be withheld according to the rules and rates in effect at the time of your distribution. CHECK ONLY ONE:

☐ I do ☐ I do NOT want to have CA state income tax withheld from my benefit payments.

SECTION 5—TAX WITHHOLDING ELECTION FOR ANNUITY AND INSTALLMENT PAYMENTS

(COMPLETE ONLY IF YOU HAVE CHOSEN AN ANNUITY OR INSTALLMENT PAYMENTS—C, D OR E ABOVE.)

FEDERAL INCOME TAX WITHHOLDING

☐ I do ☐ I do NOT want to have federal income tax withheld from my benefit payments.

STATE INCOME TAX WITHHOLDING

California state tax will be withheld according to the rules and rates in effect at the time of your distribution.

☐ I do ☐ I do NOT want to have CA state income tax withheld from my benefit payments.

IMPORTANT: Even if you elect not to have income taxes withheld, you are liable for the payment of federal and state taxes due on the taxable portion of your benefit payment. You may also be subject to tax penalties under the estimated tax payment rules if your payment of estimated tax and withholding are not adequate.

SECTION 6—WAIVER OF THIRTY-DAY NOTIFICATION AND WAITING PERIOD

The IRS requires a thirty-day waiting period following receipt of the tax notice. The purpose of this waiting period is to allow you sufficient time to review tax options before taking a distribution. Generally, neither a direct rollover nor a payment can be made from the Plan until at least 30 days after your receipt of the tax notice. Thus, after receiving the 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 by placing a check mark in Box **[A]** below and by signing the *Distribution Consent* in Section 7. Your distribution will then be processed in accordance with your election as soon as practical after it is received by the Plan Administrator.

I received the notices on (mm/dd/yy) ________________________, and

CHECK ONLY ONE:

A. ☐ I understand the explanation of options and choose to waive the thirty-day waiting period.

B. ☐ I understand that the distribution will not be processed before thirty days have elapsed.

SECTION 7—PARTICIPANT DISTRIBUTION CONSENT

I hereby Acknowledge that I have been informed by the Plan Administrator as to the normal form of payment under the plan and that I have a right to waive that form of payment, that I understand the effect of such a waiver and that I may revoke any waiver prior to the distribution of my benefit.

I have read and understand the attached document "Your Rollover Options" and the Description of Life Annuity/Joint and Survivor Annuity. I understand my rights and obligations regarding the joint and survivor annuity or life annuity form of payment. If I had any questions or if I was interested in the annuity options, I have contacted the Plan Administrator prior to making my benefit selection in order that the actual amount of my monthly annuity can be obtained from an insurance company.

In addition, I understand that it is my responsibility to obtain all necessary information from the IRA institution or new employer's qualified plan for a direct rollover. I certify that (i) this information is correct and (ii) the IRA or employer's qualified plan will accept a direct rollover whether in cash or in kind (e.g. mutual fund or stock shares). I acknowledge that I have been advised to consult a tax advisor regarding any tax consequences this distribution may have.

I have read and understand all the notices presented and if I had any questions, I have asked them of the Plan Administrator and have received acceptable answers. Upon payment in full of my benefit (account) in the plan, I release the Plan Administrator, the Trustees and my Employer(s) from and against any and all claims I may have or hereafter claim to have against said Administrator, Trustee or Employer(s), but only with respect to my interest in said Plan. Nothing contained in this release is intended to relieve any fiduciary of an obligation or duty under ERISA, or to violate the provisions of Section 410 of ERISA.

I understand that if the vested value of my benefit is less than $5,000 and I do not return this Distribution Election Form within 30 days, I may automatically be paid a lump sum payment in cash and all required (federal and state) income taxes will be withheld. I understand that if my balance is $5,000 or more I may be able to leave my balance in the plan until a later date. I understand that tax withholding elections, including any default elections, are irrevocable and that no correction can be made once the distribution payment has been issued.

I hereby apply to the Inland Refrigeration & Air Conditioning Retirement Trust Fund for distribution of my Individual Account. I declare under penalty of perjury that (1) as of the date shown in Section 1 above as my Last Day Worked, I have not been, or will not be, working in the Refrigeration and Air Conditioning Industry, and (2) if I am requested a withdrawal before age 55, I understand that I may not work in said industry in any capacity within the territorial jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing, Pipefitting, Sprinkler Fitting Industry of the United States and Canada during a one-year waiting period, and (3) the information regarding my marital status is true and correct. I understand that any false information may disqualify me for benefits, and that the Trustees have the right to recover any payment made to me because of such false information.

I hereby authorize payment of my vested account balance as indicated above.

X____ ________________________

Signature of Participant *Date*

Complete all applicable sections and <u>return pages 1-5 to</u>:

Southern California Pipe Trades Administrative Corporation
501 Shatto Place, 5th Floor
Los Angeles, CA 90020

(Save pages 6-9 for your records.)

SECTION 8—SPOUSE'S CONSENT TO WITHDRAWAL FROM ACCOUNT

Applicable only if account balance is $5,000 or more.

IF YOU ARE MARRIED, YOUR SPOUSE MUST COMPLETE THIS SECTION, OR THIS FORM WILL BE RETURNED TO YOU.

______________________________ ______________________________

Spouse's Name Spouse's Social Security Number

I understand that my spouse has requested a withdrawal from the Plan and I hereby consent to and acquiesce in that withdrawal.

The Plan benefits have been explained to me and I have read and understand "Your Rollover Options" , the Spouse's Explanation of Joint and Survivor Annuity (QJSA), and any other material provided, including the description of payment options.

Related questions I had, if any, have been answered to my satisfaction.

I understand that the plan provides for Joint and Survivor annuity distributions and that I am under no obligation to consent to this distribution. I understand that any other possible payment rights or options available to me under the Plan would have been preserved per the terms of the Plan had I not given this consent.

I also acknowledge that I understand the following: (1) the distribution from my spouse's vested interest in the Plan described above may adversely affect my right to any or all of the following: (a) a Qualified Joint and Survivor Annuity, (b) a Qualified Pre-retirement Survivor Annuity, (c) death benefits, and (d) distribution pursuant to a Qualified Domestic Relations Order; (2) subject to the Internal Revenue Code and Regulations and the terms of the above-named Plan, a distribution of my spouse's vested interest in the above-named Plan may require my consent; and (3) my consent, once given, is irrevocable.

This consent is given voluntarily, and no coercion or undue influence has been exercised in connection with my decision to consent to the distribution requested by my spouse.

X ______________________________ ______________________________

Signature of Spouse *Date*

SECTION 9—CERTIFICATION OF SIGNATURES

The signatures of **BOTH** the Participant and the spouse (if any) must be witnessed by the Southern California Pipe Trades Administrative Corporation, a DC#16 Local Union Business Manager OR notarized by a certified Notary Public.

EITHER

Witness by a representative of the Southern California Pipe Trades Administrative Corporation or a DC#16 Local Union Business Manager:

____

ID Provided by Participant

X______________________________ ______________________________

*(Signature of SCPTAC Representative **or** Local Union Business Manager)* *Date*

OR

NOTARY CERTIFICATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ______________________________

County of ______________________________

On ______________________________ before me ______________________________, personally

(Date) ***(Here Insert Name and Title of Officer)***

appeared ______________________________ and ______________________________ who proved

(Name(s) of Signer(s))

NOTARY CERTIFICATION (Continued)

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of ____________________________________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:____

(Signature of Notary Public)

[Notary's Seal Below]

YOUR ROLLOVER OPTIONS

(For Payments Not From a Designated Roth Account)

You are receiving this notice because all or a portion of a payment you are receiving from the Inland Refrigeration and Air Conditioning Retirement Trust (the "Plan") is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.

This notice describes the rollover rules that apply to payments from the Plan that are not from a designated Roth account (a type of account with special tax rules in some employer plans). If you also receive a payment from a designated Roth account in the Plan, you will be provided a different notice for that payment, and the Plan administrator or the payor will tell you the amount that is being paid from each account.

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.

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 issue a check payable to the financial institution indicated on your distribution form, however the check will be mailed to your address of record, and it will be your responsibility to forward the check to your IRA or your 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
- 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
- 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 for health insurance premiums 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 income taxes?
This notice does not in general describe State or local income tax rules (including withholding rules). However, California imposes a 2% state tax penalty for withdrawals if you are under age 59 ½. Withholding of California State tax is optional.

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-A, Contributions to 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 a payment from the Plan 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).

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-A, Contributions to Individual Retirement Arrangements (IRAs), and IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs).

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 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.

Unless you elect otherwise, a mandatory cashout of more than $1,000 (not including payments from a designated Roth account in the Plan) will be directly rolled over to an IRA chosen by the Plan administrator or the payor. A mandatory cashout is a payment from a plan to a participant made before age 62 (or normal retirement age, if later) and without consent, where the participant's benefit does not exceed $5,000 (not including any amounts held under the plan as a result of a prior rollover made to the plan).

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 contact the Fund Office, or consult with 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-A, Contributions to Individual Retirement Arrangements (IRAs); IRS Publication 590-B, Distributions from 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.

RETAIN FOR YOUR RECORDS

DESCRIPTION OF LIFE ANNUITY / JOINT AND SURVIVOR ANNUITY

As a Participant in your Employer's Qualified Retirement Plan, if you have accumulated a benefit of $5,000 ($3,500 may apply to some plans) or more, your benefit will be paid to you under the provisions of the Plan. Details concerning these benefits are as follows.

This notice will explain to you the life annuity and the joint and survivor annuity, which are the forms in which your benefits will be paid unless you make the election provided for in this notice.

If you are unmarried, the plan provides that your benefit must be paid in the form of a life annuity, unless you validly elect another form of payment. A life annuity is a level monthly payment for your lifetime, with no payment continuing after your death to your beneficiary. These payments are guaranteed for your lifetime.

If you are married, the plan provides that your benefit must be paid in the form of a joint and survivor annuity, unless you validly elect another form of payment. A joint and survivor annuity form of payment provides you with a monthly payment for your life, and, upon your death, a monthly payment during your spouse's life equal to at least 50% of the monthly payment you received prior to your death. These payments are guaranteed for the lifetime of you and your spouse. Because your spouse will receive at least 50% survivor payment, the relative financial effect of a joint and survivor annuity is to reduce the monthly payments you would otherwise have received had payments been made to you as a single life annuity.

Unless you elect otherwise, the Plan Administrator will use your vested account balance to purchase either a joint life annuity, if you are married, or a life annuity, if you are unmarried, from an insurance company. The Trustee will then distribute the contract to you as evidence of your right to receive the annuity payments from the insurance company.

The actual level monthly payments made under the annuity contract will depend on the annuity purchase rates used by the insurance company, your age and, if you are married, your spouse's age at the time payments commence, and the amount of your vested account balance at the time the Trustee purchases the annuity contract. The Trustee will charge your account for the cost incurred incident to the purchase of the annuity contract.

To determine the approximate level monthly payments you will receive under any of these annuity options as of your proposed distribution date, divide your vested account balance by the annuity factor below which most closely approximates your situation. Determine your age as of the birth date nearest the proposed distribution date. You may obtain a more accurate factor from the Plan Administrator.

Annuity Factor Table

Married Participant's Age	50% J&S Annuity Factor	Unmarried Participant's Age	Life Annuity Factor
55	164.31	55	155.63
56	162.19	56	153.26
57	160.01	57	150.81
58	157.70	58	148.25
59	155.31	59	145.60
60	152.81	60	142.85
61	150.22	61	140.01
62	147.52	62	137.07
63	144.74	63	134.05
64	141.86	64	130.94
65	138.87	65	127.75

NOTE: These annuity factors have been based on the 1983 GAM-UNISEX mortality tables, assuming a 6% interest rate. It is assumed that the spouse is the same age as the participant. The insurance company from which the Plan Administrator purchases the annuity contract may use different factors. Different factors will produce a different monthly payment.

The quotient of your annuity factor divided into your Vested Account Balance represents the approximate monthly payment you will receive during your lifetime if you elect to commence distribution on the proposed distribution date. If you are married, one-half of the quotient represents the approximate monthly payment your spouse will receive after your death, if your spouse survives you.

For example, if you and your spouse both are 65, your Vested Account Balance is $10,000 and you elect the Joint and 50% Survivor Annuity, your approximate monthly payment is $72.01 ($10,000 ÷ 138.87) and, if your spouse survives you, the approximate monthly payment to your surviving spouse is $36.01. If you are unmarried, age 65, and your vested account balance is $10,000, your approximate lifetime monthly payment is $78.28 ($10,000 ÷ 127.75).

The Plan will, upon request, provide a more precise calculation and explanation of the financial effect of electing an annuity form of benefit, rather than a single lump sum payment, that takes into consideration the actual account balance and ages of the participant and spouse, as applicable.

You may elect in writing not to receive your benefits in the form of either a joint and survivor annuity or a life annuity. You must make this election during the 90 day period before your benefits are due to be paid. However, if you are married, your spouse must consent in writing before a Plan representative or notary public to your election. You may also revoke this election before your benefits begin.

In the event you and your spouse elect to waive the joint and survivor annuity, or if you are unmarried, the life annuity form of payment, your benefits will be distributed in an alternative method. These alternative methods are described in your Summary Plan Description. You may also consult your Plan Administrator for details.

NOTE: Your signature on page 3 above constitutes certification that you have read this notice and that you understand your rights and obligations regarding the joint and survivor annuity or life annuity form of payment, and that if you had any questions or were interested in the annuity options you have contacted the Plan Administrator prior to making a benefit election in order that the actual amount of your monthly annuity could be obtained from an insurance company.

RETAIN FOR YOUR RECORDS

SPOUSE'S EXPLANATION OF QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA)

1. *What is a Qualified Joint and Survivor Annuity (QJSA)?*
   Federal law requires the Plan to pay retirement benefits in a special payment form unless your spouse chooses a different payment form and you agree to that choice. This special payment form is often called a "qualified joint and survivor annuity" or "QJSA" payment form. The QJSA payment form gives your spouse a monthly retirement payment for the rest of his or her life. This is often called an "annuity." Under the QJSA payment form, after your spouse dies, each month the plan will pay you 50% of the retirement benefit that was paid to your spouse. The benefit paid to you after your spouse dies is often called a "survivor annuity" or a survivor benefit." You will receive this survivor benefit for the rest of your life.

   Example

   Pat Doe and Pat's spouse, Robin receive payments from the plan under the QJSA payment form. Beginning after Pat retires, Pat receives $600 each month from the plan. Pat then dies. The plan will pay Robin $300 a month for the rest of Robin's life.

2. *How Can Your Spouse Change the Way Benefits are Paid?*
   Your spouse and you will receive benefits from the plan in the special QJSA payment form required by federal law unless your spouse chooses a different payment form and you agree to the choice. If you agree to change the way the plan's retirement benefits are paid, you give up your right to the special QJSA payments.

3. Do You Have to Give Up Your Right to the QJSA Benefit?
   Your choice must be voluntary. It is your personal decision whether you want to give up your right to the special QJSA payment form.

4. *What Other Benefit Forms Can My Spouse Choose?*
   If you agree, your spouse can choose to have the retirement benefits paid in a different form. Other payment forms may give your spouse larger retirement benefits while he or she is alive, but might not pay you any benefits after your spouse dies.

   Example of Lump Sum Payment Form

   Pat and Robin Doe agree not to receive the special QJSA payments and decide instead that Pat will receive a single payment equal to the value of all of Pat's retirement benefits. In this case, no further payments will be made to Pat or Robin.

   If you agree, your spouse can name someone other than you to receive all or a part of the survivor benefits from the plan after your spouse dies. The person your spouse selects to receive all or part of the survivor benefits is often called a "beneficiary." If you agree to let your spouse name someone else as the beneficiary for all of the survivor benefits, you will not receive any payments from the plan after your spouse dies. If you agree to let your spouse name someone else as the beneficiary for a part of the survivor benefits, your survivor benefits will be less than you would have received under the special QJSA payment form.

5. Can Your Spouse Make Future Changes If You Sign the Spouse's Consent Section on Page 4 Above?
   If you sign the consent, you agree that benefits under the plan will be paid in the form stated above. Your spouse cannot change the payment form unless you agree to the change by signing a new agreement. However, your spouse can change to the special QJSA payment form without getting your agreement.

6. *Can You Change Your Mind After You Sign the Spouse's Consent Section?*
   You cannot change this agreement after you sign it. Your decision is final.

7. *What Happens to this Agreement If You Become Separated or Divorced?*
   Legal separation or divorce may end your right to survivor benefits from the plan even if you do not sign the Spouse's Consent section. However, if you become legally separated or divorced, you might be able to get a special court order (which is called a qualified domestic relations order or "QDRO") that would give you rights to receive retirement benefits even if you sign the Spouse's Consent section. If you are thinking about separating or getting a divorce, you should get legal advice on your rights to benefits from the plan.

8. *What Should You Know Before Signing the Spouse's Consent Section?*
   This is a very important decision. You should think very carefully about whether you want to sign the consent section. Before signing, be sure that you understand what retirement benefits you may get and what benefits you will no longer be able to receive.

   Your spouse should have received information on the types of retirement benefits available from the plan. If you have not seen this information, you should get it and read it before you sign the consent section. For additional information, you can contact the Plan Administrator.