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# **DISTRIBUTION REQUEST FORM**

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**Return Completed forms to  
Human Resources or to your  
Benefits Coordinator**

## NOTICE TO PARTICIPANT OF DISTRIBUTION ELECTION

Please read the attached information carefully

We have enclosed a distribution package with this notice. This notice explains your election rights under the Plan. The following information is important to understand these election rights.

NOTE: You must provide separate rollover instructions for your ROTH Elective Deferral Account in the section Information for Direct Rollover. A ROTH Distribution will be reported on a separate Form 1099-R.

### Forms Included with this Notice

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|---|--|---|
| ✓ | <b>Distribution Request Form</b>                     | Use this form to elect payment of your benefits. See the explanation of your benefit options available in the Benefits Options section below.   |
| ✓ | <b>Special Tax Notice Regarding Plan Payments</b>    | This notice explains your right to elect a direct rollover of your Vested Account Balance to another plan or IRA. This notice also explains the income tax withholding rules if you elect to receive payment from the Plan.   |
| ✓ | <b>Election to Postpone Distribution of Benefits</b> | If you do not wish to receive payment or elect a direct rollover at this time, complete this form instead of the Distribution Request Form. You cannot use this form if you have reached the latest time under the Plan for commencing distribution. See Postponement of Distribution below.                                |
| ✓ | <b>Beneficiary Designation</b>                       | If, in the Distribution Request Form, you elect installment payments, or you complete the Election to Postpone Distribution of Benefits, you must complete a Beneficiary Designation Form. A married participant's spouse must consent to the Beneficiary Designation unless the spouse is the only designated beneficiary. |

### Benefit Options

The Plan may permit you to elect distribution in the following forms:

- A Direct rollover.
- A Lump sum payment.
- Installments over a specified period of time.
- Joint & Survivor Annuity

Refer to your Plan's Summary Plan Description to determine which Benefit Options are available.

You also may elect one form of payment for part of your Vested Account Balance and another form of payment for another part of your Vested Account Balance. For example, you may elect a direct rollover for part of your Vested Account Balance and a lump sum payment or installments for the other part. See Special Tax Notice Regarding Plan Payments for rules on splitting your distribution.

If you are less than 100% vested in your Account Balance, and you elect a distribution before you have incurred five consecutive breaks in service, you must elect a lump sum payment, direct rollover or an annuity contract providing the Qualified Annuity Benefit, known under the Plan as a "cash-out distribution." A cash-out distribution results in the forfeiture of the non-vested portion of your Account Balance. Your election of a cash-out distribution is consent to this forfeiture. If you return to employment with the Employer before your fifth consecutive break in service, the Plan provides you a 5-year period during which you may repay the entire amount of your cash-out distribution and restore your forfeited non-vested Account Balance.

Note: Your DISTRIBUTION DATE is 60 days following issuance of this notice. If your balance is less than a certain dollar amount (typically this will range from \$1,000 to \$5,000 and will be specified in your Employer's Summary Plan Description) and you have not completed and returned this form by the distribution date, the Plan will pay your Vested Account Balance, less 20% federal withholding tax, in a lump sum. If you complete and return this form before the distribution date, the Plan will make distribution as soon as administratively possible after receipt of your final salary deferral.

### Postponement of Distribution

You do not have to commence distribution if your account balance exceeds a certain dollar amount (typically this will range from \$1,000 to \$5,000.00). Check with your Plan Administrator or in your Summary Plan Description to see if there are "cash-out" rules that apply in your Plan, including a description of applicable fees that may apply. If you do not wish to commence distribution at this time, you must complete the Election to Postpone Distribution of Benefits. This form allows you to elect a delayed distribution date. You will receive a notice from the Plan shortly before that delayed distribution date explaining your distribution rights. Under a postponement election, your Vested Account Balance will be subject to adjustment for investment earnings, gains or losses. Because of the investment performance of the trust fund, the amount the Trustee ultimately pays you at your postponed distribution date could be more or less than the value of your Vested Account Balance described in this notice.

### Financial Effect of Distribution Options

A direct rollover means the Plan pays the distribution amount directly to another plan or to an IRA. See Special Tax Notice Regarding Your Plan Payments, included with your package. A lump sum payment means you receive a single payment of the distribution amount. Under an installment distribution, the Plan makes periodic payments of your Vested Account Balance over a specified period of time. You may elect to take the installment distributions directly from the trust or you may elect to have the Plan buy a nontransferable annuity contract, which will provide the installment distributions. If you elect installment payments directly from the Plan, your Vested Account Balance will be subject to gain or loss in the same manner as other trust fund assets, unless the Plan Administrator directs the Trustee to segregate your Vested Account Balance in fixed income investments. If the Trustee invests your account in the same manner as other trust fund assets, because of the investment performance of the trust fund, the total amount the Trustee ultimately pays you could be more or less than the value of your Vested Account Balance as of the proposed distribution date or as of the date of the termination of your employment with the Employer.

If you elect installment payments directly from the Plan, the Plan will calculate each annual installment payment by dividing your latest Vested Account Balance by the remaining installment period. After commencing an installment distribution, you may accelerate the payment of all or any portion, of your unpaid Vested Account Balance at any time. Under a nontransferable annuity contract, the Plan will apply your entire Vested Account Balance to the purchase of the contract and the contract will provide payments over the elected installment term. The level of payments provided under the contract will depend on the terms of the contract you choose.

## Eligible Rollover Distributions

If you are the Participant of the Plan making the distribution, you may elect a direct rollover to an eligible recipient plan. An eligible recipient plan includes: (a) another employer's plan that accepts rollovers; (b) a traditional IRA of funds other than any Designated Roth Accounts; or (c) a Roth IRA. If you elect a direct rollover to a traditional IRA of funds other than any Designated Roth Accounts, such amount is not taxable to you until withdrawn from your traditional IRA. If you elect a direct rollover to a Roth IRA of funds other than any Designated Roth Accounts, you must meet certain conversion eligibility requirements that are explained in the Special Tax Notice Regarding Plan Payments, and such amounts will be taxable to you. If you elect a direct rollover of your Designated Roth Account into a Roth IRA, the earnings portion of that amount will not be taxed until withdrawn from your Roth IRA. A Designated Roth Account cannot be rolled into a traditional IRA.

If you are the surviving spouse beneficiary of a deceased Participant of the Plan making the distribution, you may elect a direct rollover to an eligible recipient plan. For these purposes, an eligible recipient plan includes: (a) another employer's plan that accepts rollovers where you are the Participant; (b) your own traditional IRA of funds other than any Designated Roth Accounts; or (c) your own Roth IRA. You also may be able to treat the traditional IRA or Roth IRA that receives the rollover from this Plan as an Inherited IRA rather than your own IRA. The trustee or custodian of your IRA should be able to tell you whether you have this choice in how to treat the IRA. The same taxation rules apply as described in the preceding paragraph.

If you are the nonspouse beneficiary of a deceased Participant of the Plan making the distribution, you may be able to elect a direct rollover into an Inherited IRA, but not as your own IRA. A nonspouse beneficiary is not permitted to make a 60-day rollover. The same taxation rules apply as described in the first paragraph. After the direct rollover to an Inherited IRA, you must receive certain required minimum distributions from the Inherited IRA.

### Participant Information

All information must be completed

Employer		Plan Name			
Participant Name			Soc Sec No.		
Address		City	State	Zip	
Date of Birth	Date of Employment	Date of Termination	Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Widow(er) <input type="checkbox"/> Divorced <input type="checkbox"/> Legally Separated <input type="checkbox"/> Other _____		
<b>AUTHORIZED APPROVAL</b>		Approval Signature		Date	

### Beneficiary Information

All information must be completed and a copy of the Death Certificate must be attached to the form being returned.

Beneficiary Name			Soc. Sec. No.		
Address		City	State	Zip	
Beneficiary's Date of Birth		Daytime Phone	Participant's Date of Death		

### Payment and Withholding Election

I agree that I have read the Special Tax Notice Regarding Plan Payments attached to this Form. I understand this election will have certain tax consequences and a tax advisor should be consulted prior to making this election. I therefore make the following distribution election: *(Choose A, B, C, D, E, F or G below)*

<input type="checkbox"/>	A. Direct rollover of my entire Vested Account Balance to the IRA or to the plan designated in the section below.
<input type="checkbox"/>	B. Direct rollover of my entire Vested Account Balance to a Roth IRA.
<input type="checkbox"/>	C. Direct rollover of my Designated Roth Account to another Designated Roth Account or to a Roth IRA
<input type="checkbox"/>	D. Installment Payments. I direct payment of equal periodic payments, which cannot exceed my life expectancy or the life expectancy of my spouse and me. Payment Frequency Requested: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually Start Date: ____ / ____ / ____ Amount of Installment Payment \$ _____.
<input type="checkbox"/>	E. Direct rollover of \$ _____ to the IRA or Plan designated in the section below. The balance (less required income tax withholding) should be paid in a lump-sum payment. <i>NOTE: This option is not available if the amount of the direct rollover is less than \$500.</i>
<input type="checkbox"/>	F. Lump sum payment of my entire Vested Account Balance, less income tax withholding or the following portion of my Vested Account Balance \$ _____, less income tax withholding.
<input type="checkbox"/>	G. Qualified Joint & Survivor Annuity. This option will provide payments over the life of the participant and the participant's beneficiary.

I understand this distribution will be reported to the Internal Revenue Service and the State, if applicable, and the distribution will be subject to income taxes if I do not complete a direct rollover of my account into an IRA or another eligible Plan. I further understand that if I receive this distribution before attaining age 59 1/2, the distribution may be subject to a 10% early withdrawal penalty unless an exception applies, and that if any portion of the payment I receive is an eligible rollover distribution, the Plan is required by law to withhold and pay to the Internal Revenue Service, 20% of that amount.

Voluntary Withholding: For distributions not eligible for direct rollover, I request the following withholding from my distribution:

- I do not want to have Federal income tax withheld from my payment(s), and I acknowledge receipt of the Notice of Withholding (A completed IRS Form W4-P must be included with this Application. The Form W4-P is available on the IRS website.); or
- I want to have Federal income tax withheld from my payments based on:
  - For nonperiodic distributions \_\_\_\_\_ % Federal Income Tax Withholding (not less than 10%) and  \_\_\_\_\_ % State Income Tax Withholding
  - For periodic distributions, Federal income tax withholding shall be based on \_\_\_\_\_ (number of exemptions) and (check one)  married or  single.

Note: Even if you elect not to have federal income tax withheld, you are liable for payment of federal income tax on the taxable portion of your distribution or withdrawal. You may also be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate.

### Information for Direct Rollover. (Complete only if you checked A, B, C or E above.)

I represent the IRA or Plan designated below is a proper recipient plan for a direct rollover. (Please print all information.) As indicated in the Special Tax Notice, by indicating a direct rollover below and executing this Distribution Request Form, I waive the 30 day notice period for processing this request. I understand that if any portion of this distribution is a required minimum distribution, such portion must be distributed to me and not included in the Direct Rollover,

NOTE: A letter of acceptance from the new Trustee or Custodian must be attached to this form. If you are a nonspouse beneficiary, you must establish an Inherited IRA to receive this Direct Rollover. If you are a spouse beneficiary and elect a direct rollover to an IRA, you must establish an IRA as your own IRA, or if permitted by the IRA Trustee or Custodian, an Inherited IRA. Please enter the exact styling of the account receiving this Direct Rollover in the space below.

	Required Information	Enter Complete Information Here
Traditional Retirement Account	Name of IRA / Designated Plan	
	Trustee, Custodian or Insurer	
	Account Number	
	Address to Send Direct Rollover	
ROTH Elective Deferral Account	Name of IRA / Designated Plan	
	Trustee, Custodian or Insurer	
	Account Number	
	Address to Send Direct Rollover	

### Plan Provisions Applicable to a Beneficiary Electing a Direct Rollover to an Inherited IRA

IRS Notice 2007-7 governs the required distribution period applicable to an Inherited IRA that receives a rollover from an employer's plan. Depending upon when the participant died and when the beneficiary completes the direct rollover, the Inherited IRA may be subject to a required 5-year distribution period. You may receive more information on these rules from the Trustee or Custodian of your Inherited IRA or from IRS Publication 590. You should consult your own tax advisor or the IRS to determine if the following Plan provisions will affect the required distribution period applicable to your Inherited IRA.

The following provision applies to this Plan:

- Participant died before the required beginning date and the 5-year rule applied.
- Participant died before the required beginning date and the life expectancy rule applied.
- Participant died after the required beginning date and the deceased participant's remaining life expectancy applied.
- Participant died after the required beginning date and the beneficiary's life expectancy applied.

### Distribution Charges

I understand certain fees may be applied by the Plan for the reasonable expenses associated with processing my distribution. I understand if I request a distribution and additional funds are paid into my account, I will be charged for the additional distribution. The charge for each distribution transaction may range from \$25 to \$70. (Note: An election above to distribute to two payees is considered one payment.)

### Special Delivery Request

- I understand my distribution will be sent standard U S Mail.
- I request payment be sent in the following manner and the associated charges applied to my account. An additional fee of \$35.00 will apply for special handling.
  - Send check by overnight delivery (requires a physical address).
  - Funds should be transferred via ACH to the following bank Account

Please print this information carefully to ensure proper credit to your account.

Bank Name		<input type="checkbox"/> Checking Acct.	<input type="checkbox"/> Savings Acct.
Bank Routing Number *			
Your Account Number			

\*The Routing information should be provided by your Bank.

**Participant or Beneficiary Signature**

I agree that I have read and understand this form and the payment options available from my account. I certify that I received, read and understand the PARTICIPANT DISTRIBUTION NOTICE and if applicable, the QUALIFIED JOINT AND SURVIVOR ANNUITY NOTICE that was included with this PARTICIPANT DISTRIBUTION ELECTION. I certify that I am the proper party to receive payment(s) from this plan account and that all information provided by me is true and accurate. I further certify that no tax advice has been given to me by the Custodian, Trustee, Employer or Third Party Administrator and that all decisions regarding this withdrawal are my own. I expressly assume the responsibility for any adverse consequences which may arise from this withdrawal and I agree that the Custodian, Trustee, Employer or Third Party Administrator shall in no way be responsible for those consequences. I understand there are significant tax implications in these elections and that I may incur penalties if a distribution is made from my retirement plan before attainment of age 59 ½ unless I elect to directly rollover the funds to another Employer's Plan, IRA, governmental 457(b) or a 403(b).

Participant or Beneficiary Signature

Date

**Qualified Joint & Survivor (QJSA) Annuity Election / Waiver (Required if your account is subject to the QJSA provisions.)**

The Retirement Equity Act of 1984 requires that the form of benefits under certain plans satisfy specific rules. If you are married, your benefits under the Plan are required to be paid in the form of a joint and survivor annuity, unless you elect otherwise. This notice explains the terms and conditions of the joint and survivor annuity if you desire.

<p align="center"><b>WHAT IS A QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA)?</b></p>	<p>Federal law requires your Employer's Plan to pay retirement benefits in a special form of payment unless your spouse chooses a different benefit payment and you agree to that choice. This special form of payment is often called a "qualified joint and survivor annuity" or "QJSA" form of benefit. The QJSA payment form gives your spouse a monthly retirement payment for the rest of his or her life. This is known as an "annuity". If your spouse dies, the QJSA will continue to pay you a "survivor annuity" equal to 50% of the monthly benefit received by your spouse. You will receive this survivor annuity for the remainder of your life.</p> <p>Regulations require that plans provide additional options for survivor annuity payments greater than 50%, including 75% or 100%. Check with your Plan Administrator to see which percentage applies to your survivor benefit under the Plan. An estimate of your actual benefit payments will be determined by the annuity company (selected by the Plan Administrator) who will make the annuity payments and provide such estimates.</p> <p><b>EXAMPLE.</b> Mary and her spouse Jeff elected to receive payments from Mary's plan under the QJSA payment form. After Mary retired, she received a QJSA payment of \$600 each month. Following Mary's death, the benefit will continue to pay Jeff \$300 each month or 50% of Mary's benefit.</p>
<p align="center"><b>CAN YOUR SPOUSE CHANGE THE WAY BENEFITS ARE PAID?</b></p>	<p>You and your spouse will receive benefits in the form of a QJSA payment unless your spouse chooses a different form of payment and you agree to the choice. If you agree to the change, your spouse can waive the right to receive the special QJSA option.</p>
<p align="center"><b>ARE YOU REQUIRED TO WAIVE YOUR RIGHT TO THE QJSA BENEFIT?</b></p>	<p>Your choice is voluntary. It is your personal decision whether you want to waive your right to the special QJSA benefit. When you complete the attached election, you will be making that choice.</p>
<p align="center"><b>WHAT OTHER OPTIONS CAN MY SPOUSE SELECT?</b></p>	<p>If you agree, your spouse can choose a different form of benefit. Other benefit options may provide your spouse a larger benefit during his or her lifetime, but provide no benefits after your spouse's death.</p> <p><b>EXAMPLE.</b> Mary and Jeff decide not to receive the special QJSA benefit and decide that Mary will receive a single-sum payment equal to the current value of Mary's account. In this case, no further payments will be made to Mary and Jeff.</p>
<p align="center"><b>CAN YOUR SPOUSE CHOOSE OTHER BENEFICIARIES TO RECEIVE THE PLAN BENEFITS?</b></p>	<p>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 called the "beneficiary". If you agree to let your spouse name another beneficiary you will not be entitled to receive any benefits after the death of your spouse. If you approve an alternate beneficiary for a portion of plan benefit, your survivor benefits will be less than you would have received under the special QJSA benefit.</p> <p><b>EXAMPLE.</b> Mary and Jeff select a payment that includes a survivor benefit of \$200 per month to be paid to Jeff following Mary's death. Jeff and Mary agree that ½ of the benefit will be paid to their son Chris. When Mary dies, the annuity contract will pay \$100 to Jeff and \$100 to Chris. Each will receive their benefit for the remainder of their lives.</p>
<p align="center"><b>CAN YOUR SPOUSE MAKE A FUTURE CHANGE IF YOU AGREE TO AN ALTERNATE BENEFICIARY?</b></p>	<p>To agree to an alternate beneficiary, you will need to sign the approval on a "Beneficiary Designation". Once the Form has been signed by you and your spouse, no change can be made without your consent. A new Beneficiary Designation must be used to modify the original consent form. However, your spouse can elect the QJSA without receiving your consent.</p>

<p><b>CAN YOU CHANGE YOUR MIND AFTER YOU AGREE TO AN ALTERNATE BENEFICIARY?</b></p>	<p>You can change the beneficiary until the date payments are to begin. After that date, you cannot change the agreement. If you change your mind, you must advise the plan administrator by submitting a new Beneficiary Designation.</p>
<p><b>WHAT HAPPENS IF MY SPOUSE AND I SEPARATE OR DIVORCE?</b></p>	<p>Legal separation or divorce may end your right to survivor benefits from the plan, even if you do not sign the Beneficiary Designation. However, if you become legally separated or divorced, you may receive a special court order (known as a Qualified Domestic Relations Order or "QDRO"). That would give you rights to receive retirement benefits even if you sign this Agreement. If you are considering separation or divorce, you should seek expert legal advice regarding your rights to benefits under the Plan.</p>
<p><b>WHAT SHOULD YOU KNOW BEFORE SIGNING THIS AGREEMENT?</b></p>	<p>This is a very important decision. You should think very carefully about whether you want to sign this agreement. Before signing, you should be certain that you understand the benefits you are waiving under the Plan. You should contact your Plan Administrator if you have any questions concerning your rights as a participant under the Plan.</p> <p>Your spouse should receive information on the types of retirement benefits available under the Plan. If you have not received this information, you should request and read the information before signing this agreement. For additional information, you should contact your Plan Administrator. The name and contact information for your Plan Administrator is identified in the Summary Plan Description received from your employer.</p>

I agree that I have read and understand this form and the payment options available from my account. I certify that I received, read and understand the NOTICE OF PARTICIPANT DISTRIBUTION ELECTION and if applicable, the QUALIFIED JOINT AND SURVIVOR ANNUITY NOTICE that was included with this DISTRIBUTION REQUEST FORM. I agree that I have received these forms 7 days prior to executing the Distribution Request Form as required by Code Section 417. I understand there are significant tax implications in these elections and that I may incur penalties if a distribution is made from my retirement plan before attainment of age 59 ½ unless I elect to directly rollover the funds to another Plan, IRA, or a 403(b).

- A. I request a distribution in the form of an annuity.
- B. I waive my right to an annuity election. (If the Participant: (1) is married, (2) has a vested account balance that exceeds \$5,000, and (3) this Option is selected, the Spousal Consent must be completed below.)

Participant Signature	Date
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**SPOUSAL CONSENT (Required if your account is subject to QJSA provisions.)**

As the spouse of the above-named Participant, I hereby consent to the Participant's waiver of the Qualified Joint and Survivor Annuity (QJSA) form of payment above and to the distribution of the vested account balance in any method of payment which the Participant requests. I agree that I received and understand the terms of the QJSA as described in the Plan and explained in the Notice provided by the Plan Administrator, my right not to consent to this waiver election, as well as the time during which the Participant and I may make this waiver, and the financial effect of the election not to receive benefits in the form of a QJSA. I understand that my consent is irrevocable unless the Participant first revokes the waiver election.

Spouse's Signature	Date
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**NOTARY PUBLIC**

State of: \_\_\_\_\_ )

I hereby certify the above-named spouse appeared before me

County of: \_\_\_\_\_ )

on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

IN WITNESS WHEREOF, I have signed my name and affixed my official notary seal on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (SEAL)

Notary Signature	Name and Title (Print)	My Commission Expires
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## Special Tax Notice Regarding Plan Payments

**Plan Participants or Beneficiaries: Read this notice if you are going to take a distribution from this retirement plan. It explains the various options and their tax consequences.**

This notice explains how you can continue to defer federal income tax on your retirement savings or retirement plan benefits and contains important information you will need before you decide how to receive your Plan benefits. You may request a written notice through your company's plan administrator or from a plan representative at your company. It will be provided without a charge to you.

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

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

If you have additional questions after reading this notice, you can contact your plan administrator.

### Summary

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

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

If you choose a **DIRECT ROLLOVER**:

- Your payment will not be taxed in the current year and no income tax will be withheld. However, if you roll over from this Plan amounts other than a Designated Roth Account to a Roth IRA, the taxable amount of the distribution is includible in your gross income.
- You choose whether your payment will be made directly to your traditional IRA, your Roth IRA, or to an eligible employer plan that accepts your rollover. Your payment cannot be rolled over to a SIMPLE IRA, or a Coverdell Education Savings Account because these are not eligible recipient plans.
- The taxable portion of your payment will be taxed later when you take it out of the traditional IRA or the eligible employer plan. Depending on the type of plan, the later distribution may be subject to different tax treatment than it would be if you received a taxable distribution from this Plan.
- Please refer to the later discussion concerning the rules applicable to rolling amounts from this Plan to your Roth IRA.

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

You will receive only 80% of the taxable amount of the payment, because the Plan Administrator is required to withhold 20% of that amount and send it to the IRS as income tax withholding to be

- Credited against your taxes.
- The taxable amount of your payment will be taxed in the current year unless you roll it over. Under limited circumstances, you may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59 1/2, you may have to pay an additional 10% tax.
- You can roll over all or part of the payment by paying it to your traditional IRA or to an eligible employer plan that accepts your rollover within 60 days after you receive the payment. The amount rolled over will not be taxed until you take it out of the traditional IRA or the eligible employer plan.
- If you want to roll over 100% of the payment to a traditional IRA or an eligible employer plan, **you must find other money to replace the 20% of the taxable portion that was withheld.** If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over.
- Please refer to the later discussion concerning the rules applicable to rolling amounts from this Plan to your Roth IRA.

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

## More Information

1. [PAYMENTS THAT CAN AND CANNOT BE ROLLED OVER](#)
2. [DIRECT ROLLOVER](#)
3. [PAYMENT PAID TO YOU](#)
4. [SURVIVING SPOUSES, ALTERNATE PAYEES, AND OTHER BENEFICIARIES](#)
5. [HOW TO OBTAIN ADDITIONAL INFORMATION](#)

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

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

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

If you roll over after-tax contributions to a traditional IRA, it is your responsibility to keep track of, and report to the Service on the applicable forms, the amount of these after-tax contributions. This will enable the nontaxable amount of any future distributions from the traditional IRA to be determined. Once you roll over your after-tax contributions to a traditional IRA, those amounts CANNOT later be rolled over to an employer plan.

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

The following types of payments cannot be rolled over:

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

- your lifetime (or a period measured by your life expectancy), or
- your lifetime and your beneficiary's lifetime (or a period measured by your joint life expectancies), or
- a period of 10 years or more.

**Required minimum payments.** Beginning when you reach age 70 1/2 or retire, whichever is later, a certain portion of your payment cannot be rolled over because it is a "required minimum payment" that must be paid to you. Special rules apply if you own more than 5% of your employer.

**Hardship distributions.** A hardship distribution cannot be rolled over.

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

**Corrective distributions.** A distribution that is made to correct a failed nondiscrimination test or because legal limits on certain contributions were exceeded, cannot be rolled over.

**Loans treated as distributions.** The amount of a plan loan that becomes a taxable deemed distribution because of a default cannot be rolled over. However, a loan offset amount is eligible for rollover, as discussed in Part III below. Ask the Plan Administrator of this Plan if distribution of your loan qualifies for rollover treatment.

### I. Payments That Can and Cannot be Rolled Over

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

### II. Direct Rollover

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

**DIRECT ROLLOVER to a traditional IRA.** You can open a traditional IRA to receive the direct rollover. If you choose to have your payment made directly to a traditional IRA, contact an IRA sponsor (usually a financial institution) to find out how to have your payment made in a direct rollover to a traditional IRA at that institution. If you are unsure of how to invest your money, you can temporarily establish a traditional IRA to receive the payment. However, in choosing a traditional IRA, you may wish to make sure that the traditional IRA you choose will allow you to move all or a part of your payment to another traditional IRA at a later date, without penalties or other limitations. See IRS Publication 590, Individual Retirement Arrangements, for more information on traditional IRAs (including limits on how often you can roll over between IRAs).

**DIRECT ROLLOVER to a Roth IRA from amounts other than a Designated Roth Account.** You can open a Roth IRA to receive the direct rollover from this Plan. This is known as a "qualified rollover contribution". This qualified rollover contribution can be made through a direct rollover from this Plan to the Roth IRA or an amount can be distributed from this Plan and contributed (rolled over) to the Roth IRA within 60 days. In either case, the amount rolled over must be an eligible rollover distribution, and there



is included in gross income any amount that would be includible if the distribution was not rolled over. In addition, for taxable years beginning before January 1, 2010, an individual cannot make a qualified rollover contribution from an eligible retirement plan other than a Roth IRA if, for the year the eligible rollover distribution is made, he or she has modified adjusted gross income ("MAGI") exceeding \$100,000 or is married and files a separate return.

Subject to the limitations described above, the definition of qualified rollover contributions to a Roth IRA includes distributions from qualified plans described in section 401(a), annuity plans described in sections 403(a) and (b) and from eligible governmental plans under § 457(b). The additional tax under section 72(t) does not apply to rollovers from an eligible retirement plan other than a Roth IRA. However, as with conversions from a traditional IRA, if a taxable amount rolled into a Roth IRA from an eligible retirement plan, other than a Roth IRA, is distributed within 5 years, section 72(t) applies to such distribution as if it were includible in gross income. A plan must permit the distributee of an eligible rollover distribution to elect a direct rollover to a Roth IRA. There are exceptions for small amounts and multiple distributions. Neither the Employer, nor the Plan Administrator is responsible for assuring the distributee is eligible to make a rollover to a Roth IRA. However, a distributee that is ineligible to make a rollover to a Roth IRA may recharacterize the contribution to a traditional IRA pursuant to section 408A(d)(6) of the Code.

An eligible rollover distribution that a distributee elects to have paid directly to an eligible retirement plan (including a Roth IRA) is not subject to mandatory withholding, even if the distribution is include in gross income. Also, a distribution that is directly rolled over to a Roth IRA by a nonspouse beneficiary pursuant to section 402(c)(11) is not subject to mandatory withholding. However, a distributee and a plan administrator or payor are permitted to enter into a voluntary withholding agreement with respect to an eligible rollover distribution that is directly rolled over from an eligible retirement plan to a Roth IRA.

In the case of a distribution from an eligible retirement plan other than a Roth IRA, the MAGI and filing status of the beneficiary are used to determine eligibility to make a qualified rollover contribution to a Roth IRA. A plan may, but is not required to permit rollovers by nonspouse beneficiaries and a rollover by a nonspouse beneficiary must be made in a direct trustee-to-trustee transfer. A nonspouse beneficiary that is ineligible to make a qualified rollover contribution to an Inherited Roth IRA may recharacterize the contribution to an Inherited traditional IRA. A surviving spouse who makes a rollover to a Roth IRA may elect whether to treat the Roth IRA as his or her own or to establish the Roth IRA in the name of the decedent with the surviving spouse as the beneficiary. A nonspouse beneficiary cannot elect to treat the Roth IRA as his or her own. In the case of a rollover where the beneficiary does not treat the Roth IRA as his or her own, required minimum distributions from the Inherited Roth IRA are determined in accordance with IRS Notice 2007-7, Q&A-17, -18, and -19.

If you choose to have your payment made directly to a Roth IRA, contact an IRA sponsor (usually a financial institution) to find out how to have your payment made in a direct rollover to a Roth IRA at that institution. See IRS Publication 590, Individual Retirement Arrangements, for more information on traditional IRAs and Roth IRAs (including limits on how often you can roll over between IRAs).

**DIRECT ROLLOVER to a Roth IRA from a Designated Roth Account.** You can open a Roth IRA to receive the rollover or direct rollover from the Designated Roth Account under this Plan. In this case, the taxable portion of the Designated Roth Account (the earnings portion) will not be taxable to you until you later withdraw amounts from your Roth IRA, unless the distribution qualifies as a Qualified Distribution, in which case, no amount withdrawn from your Roth IRA is taxable. The distribution from the Designated Roth Account must qualify as an Eligible Rollover Distribution. You are responsible for tracking the basis and earnings that you roll over to your Roth IRA in accordance with IRS forms instructions. For more information, refer to IRS Publication 590.

**DIRECT ROLLOVER to another employer's plan.** If you are employed by a new employer that has an eligible employer plan, and you want a direct rollover to that plan, ask the plan administrator of that plan whether it will accept your rollover. An eligible employer plan is not legally required to accept a rollover. Even if your new employer's plan does not accept a rollover, you can choose a DIRECT ROLLOVER to an IRA. If the employer plan accepts your rollover, the plan may provide restrictions on the circumstances under which you may later receive a distribution of the rollover amount or may require spousal consent to any subsequent distribution. Check with the plan administrator of that plan before making your decision.

**DIRECT ROLLOVER of a series of payments.** If you receive a payment that can be rolled over to an IRA or an eligible employer plan that will accept it, and it is paid in a series of payments for less than 10 years, your choice to make or not make a DIRECT ROLLOVER for a payment will apply to all later payments in the series until you change your election. You are free to change your election for any later payment in the series.

**Change in tax treatment resulting from a DIRECT ROLLOVER.** The tax treatment of any payment from the eligible employer plan or IRA receiving your DIRECT ROLLOVER might be different than if you received your benefit in a taxable distribution directly from the Plan. For example, if you were born before January 1, 1936, you might be entitled to ten-year averaging or capital gain treatment, as explained below. However, if you have your benefit rolled over to a section 403(b) tax-sheltered annuity, a governmental 457 plan, or an IRA in a DIRECT ROLLOVER, your benefit will no longer be eligible for that special treatment. See the sections below entitled "Additional 10% Tax if You Are under Age 59 1/2" and "Special Tax Treatment if You Were Born before January 1, 1936."

### III. Payment Paid to You

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

#### Income tax withholding:

- **Mandatory withholding.** If any portion of your payment can be rolled over under Part I above and you do not elect to make a DIRECT ROLLOVER, the Plan is required by law to withhold 20% of the taxable amount. This amount is sent to the IRS as federal income tax withholding. For example, if you can roll over a taxable payment of \$10,000, only \$8,000 will be paid to you because the Plan must withhold \$2,000 as income tax. However, when you prepare your income tax return for the year, unless you make a rollover within 60 days (see "Sixty-Day Rollover Option" below), you must report the full \$10,000 as a taxable payment from the Plan. You must report the \$2,000 as tax withheld, and it will be credited against any income tax you owe for the year. There will be no income tax withholding if your payments for the year are less than \$200.
- **Voluntary withholding.** If any portion of your payment is taxable but cannot be rolled over under Part I above, the mandatory withholding rules described above do not apply. In this case, you may elect not to have withholding apply to that portion. If you do nothing, an amount will be taken out of this portion of your payment for federal income tax withholding. To elect out of withholding, ask the Plan Administrator for the election form and related information.
- **Sixty-day rollover option.** If you receive a payment that can be rolled over under Part I above, you can still decide to roll over all or part of it to an IRA or to an eligible employer plan that accepts rollovers. If you decide to roll over, **you must contribute the amount of the payment you received to an IRA or eligible employer plan within 60 days after you receive the payment.** The portion of your payment that is rolled over will not be taxed until you take it out of the traditional IRA or the eligible employer plan.

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

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

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

**Additional 10% tax if you are under age 59 1/2.** If you receive a payment before you reach age 59 1/2 and you do not roll it over, then, in addition to the regular income tax, you may have to pay an extra tax equal to 10% of the taxable portion of the payment. The additional 10% tax generally does not apply to (1) payments that are paid after you separate from service with your employer during or after the year you reach age 55, (2) payments that are paid because you retire due to disability, (3) payments that are paid after you separate from service as equal (or almost equal) payments over your life or life expectancy (or your and your beneficiary's lives or life expectancies), (4) dividends paid with respect to stock by an employee stock ownership plan (ESOP) as described in Code section 404(k), (5) payments that are paid directly to the government to satisfy a federal tax levy, (6) payments that are paid to an alternate payee under a qualified domestic relations order, (7) payments that do not exceed the amount of your deductible medical expenses, (8) qualified reservist distributions, or (9) payments to your beneficiary after your death. See IRS Form 5329 for more information on the additional 10% tax. The additional 10% tax will not apply to distributions from a governmental 457 plan, except to the extent the distribution is attributable to an amount you rolled over to that plan (adjusted for investment returns) from another type of eligible employer plan or IRA. Any amount rolled over from a governmental 457 plan to another type of eligible employer plan or to an IRA will become subject to the additional 10% tax if it is distributed to you before you reach age 59 1/2, unless one of the exceptions applies.

**Special tax treatment if you were born before January 1, 1936.** If you receive a payment from a plan qualified under section 401(a) or a section 403(a) annuity plan that can be rolled over under Part I and you do not roll it over to a traditional IRA or an eligible employer plan, the payment will be taxed in the year you receive it. However, if the payment qualifies as a "lump sum distribution," it may be eligible for special tax treatment. (See also "Employer Stock or Securities", below.) A lump sum distribution is a payment, within one year, of your entire balance under the Plan (and certain other similar plans of the employer) that is payable to you after you have reached age 59 1/2 or because you have separated from service with your employer (or, in the case of a self-employed individual, after you have reached age 59 1/2 or have become disabled). For a payment to be treated as a lump sum distribution, you must have been a participant in the plan for at least five years before the year in which you received the distribution. The special tax treatment for lump sum distributions that may be available to you is described below.

- **Ten-year averaging.** If you receive a lump sum distribution and you were born before January 1, 1936, you can make a one-time election to figure the tax on the payment by using "10-year averaging" (using 1986 tax rates). Ten-year averaging often reduces the tax you owe.
- **Capital gain treatment.** If you receive a lump sum distribution and you were born before January 1, 1936, and you were a participant in the Plan before 1974, you may elect to have the part of your payment that is attributable to your pre-1974 participation in the Plan taxed as long-term capital gain at a rate of 20%.

There are other limits on the special tax treatment for lump sum distributions. For example, you can generally elect this special tax treatment only once in your lifetime, and the election applies to all lump sum distributions that you receive in that same year. You may not elect this special tax treatment if you rolled amounts into this Plan from a 403(b) tax-sheltered annuity contract, a governmental 457 plan, or from an IRA not originally attributable to a qualified employer plan. If you have previously rolled over a distribution from this Plan (or certain other similar plans of the employer), you cannot use this special averaging treatment for later payments from the Plan. If you roll over your payment to an IRA, governmental 457 plan, or 403(b) tax-sheltered annuity, you will not be able to use special tax treatment for later payments from that IRA, plan, or annuity. Also, if you roll over only a portion of your payment to an IRA, governmental 457 plan, or 403(b) tax-sheltered annuity, this special tax treatment is not available for the rest of the payment. See IRS Form 4972 for additional information on lump sum distributions and how you elect the special tax treatment.

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

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

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

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

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

**Automatic Direct Rollover of Certain Cash-Out Distributions.** If you terminate service with your Employer and your vested interest in the Plan is greater than a certain limit (usually between \$1,000 and less than or equal to \$5,000), you may elect to receive a single sum payment from the plan, or elect to directly roll the distribution to another eligible retirement plan. For purposes of determining whether your account balance exceeds the \$5,000, any rollover contributions that you made to this Plan are included in

your balance, unless the Plan elected to exclude rollover balances. For example, if you terminate service and your vested account balance is \$4,000 from Employer contributions and earnings, plus you rolled over assets that are valued at \$10,000, your vested benefit will be \$14,000, and therefore exceeds the \$5,000 threshold.

If you do not elect a method of payment or a rollover within the time specified and your vested balance is greater than a certain limit (usually between \$1,000 and equal to or less than \$5,000), then your Employer will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. If an automatic direct rollover is required under the terms of the Plan, you will receive more information about the IRA Provider, including: the name of the IRA Provider; the investments available that are required to preserve principal and provide a reasonable rate of return and liquidity; and the fees and expenses associated with the establishment and maintenance of the IRA. If your vested benefit exceeds \$5,000 and you do not elect a method of payment, then your account balance will remain in the Plan until such time as you request a distribution or there is a mandatory distribution required.

#### **IV. Surviving Spouses, Alternate Payees, and Other Beneficiaries**

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

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

As a surviving spouse beneficiary, you may also be able to elect a rollover or direct rollover to an Inherited traditional IRA or to an Inherited Roth IRA. By rolling the distribution into an Inherited IRA, please be aware that you would be subject to required minimum distributions applicable to beneficiaries. For more information, refer to IRS Publication 590.

If you are a beneficiary other than a surviving spouse or an alternate payee, you may elect to receive a payment that can be rolled over, as described in Part I above, paid in a DIRECT ROLLOVER to an inherited IRA or paid to you. If you have the payment paid to you, you can keep it, but you CANNOT roll it over yourself to an inherited IRA.

If you are a surviving spouse, an alternate payee, or another beneficiary, your payment from this plan is generally not subject to the additional 10% tax described in Part III above, even if you are younger than age 59 1/2.

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

#### **V. How to Obtain Additional Information**

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

#### **Notice of Withholding on Periodic Payments**

Certain retirement payments you receive from your employer's qualified plan will be subject to voluntary federal income tax withholding unless you elect not to have withholding apply. Voluntary withholding will only apply to the portion of your payment that is not an "eligible rollover distribution" and is included in your income subject to federal income tax and will be like wage withholding. Thus, there will be no withholding on the return of your own after-tax contributions to the plan.

You may elect not to have withholding apply to your payments by completing the "Withholding Election" section on your request for distribution form and returning it to the Trustee/Custodian of your plan at the address indicated on your request for distribution form. Your election will remain in effect until you revoke it. You may revoke your election at any time by completing a new form which may be obtained from the Trustee/Custodian of your employer's plan.

If you do not return the completed withholding election by the time your payments begin, federal income tax will be withheld from the taxable portion of your payments as if you were a married individual claiming 3 allowances.

If you elect not to have withholding apply to your payments, or if you do not have enough federal income tax withheld from your payments, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

#### **Notice of Withholding on NonPeriodic Payments**

Certain distributions you receive from your employer's plan are subject to voluntary federal income tax withholding unless you elect not to have withholding apply. Voluntary withholding will only apply to the portion of your distribution which is not an "eligible rollover distribution".

You may elect not to have withholding apply to your distribution by completing the "Withholding Election" section on your request for distribution form.

If you do not complete the "Withholding Election" section by the date of your distribution, federal income tax will be withheld from the taxable portion of your distribution at a rate of 10%.

If you elect not to have withholding apply to your distribution or if you do not have enough federal income tax withheld from your distribution, you may be responsible for payments of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

**ELECTION TO POSTPONE DISTRIBUTION OF BENEFITS**

Plan Name	
Participant Name	Social Security No.

If the balance in your account exceeds a certain dollar amount (typically \$1,000 - \$5,000), you have the right to postpone payment of your distribution. Please check with your Plan Administrator to see what dollar amount is mentioned in your Plan under the "cash-out" rule. To elect that option, complete the following items.

In accordance with the provisions of the Plan, I elect to postpone distribution of benefits. I agree that I have read and understand the explanation of my distribution election rights under the Plan, the financial effect of my election and my right to postpone distribution from the Plan. After considering these options, I have elected to postpone distribution until the following distribution date:

1. (Enter Date): \_\_\_\_\_
2. (Enter Date): \_\_\_\_\_ following the close of the Plan Year in which:
  - I attain normal retirement age under the Plan.
  - April 1 following the close of the calendar year in which I attain age 70 ½.

I understand I may reconsider this election by submitting a new Election to Postpone Distribution of Benefits form to the Plan Administrator. Not earlier than 180 days before or later than 30 days before my postponed distribution date, the Plan Administrator will furnish me the necessary notice and election forms to choose the type of distribution I wish to receive from the Plan.

Participant Signature	Date
Authorized Signature	Date
Print Name	Date

**Beneficiary Designation Form**

Plan Name _____				
Participant Name _____		Social Security No. _____		Date of Birth _____
Address _____		City _____	State _____	Zip _____ Marital Status _____

I revoke all previous Beneficiary Designations made by me with respect to this Plan, and direct that all benefits to which I may be entitled to receive under this Plan shall be paid upon my death as follows:

Primary Beneficiary				
Name _____		Social Security No. _____		Relationship _____ Date of Birth _____
Address _____		City _____	State _____	Zip _____ Percent _____
Name _____		Social Security No. _____		Relationship _____ Date of Birth _____
Address _____		City _____	State _____	Zip _____ Percent _____
Name _____		Social Security No. _____		Relationship _____ Date of Birth _____
Address _____		City _____	State _____	Zip _____ Percent _____

Contingent Beneficiary				
Name _____		Social Security No. _____		Relationship _____ Date of Birth _____
Address _____		City _____	State _____	Zip _____ Percent _____
Name _____		Social Security No. _____		Relationship _____ Date of Birth _____
Address _____		City _____	State _____	Zip _____ Percent _____

By Executing this Designation of Beneficiary, I hereby acknowledge that:

1. Benefits payable shall be paid according to the directions noted above. If any Primary Beneficiary should predecease me, the share of each remaining Primary Beneficiary shall be increased proportionately. If no Primary Beneficiary survives me, then payment shall be made in equal shares (or as otherwise indicated above) to the Contingent Beneficiary(ies). If any Contingent Beneficiary predeceases me, the share of the remaining Contingent Beneficiary(ies) shall be increased proportionately.
2. This Designation of Beneficiary shall be effective only if received by the Plan's Trustee prior to my death.
3. This Designation of Beneficiary is subject to any applicable requirements of the qualified joint and survivor annuity or qualified pre-retirement survivor annuity provisions of ERISA and the Internal Revenue Code. I understand that this Designation of Beneficiary will be null and void if I have named a beneficiary other than my spouse, unless my spouse has consented below to the specific designation.
4. I have the right to change my beneficiary by filing a new Designation of Beneficiary subject to my spouse's consent, if required.

Signature of Participant _____	Date _____	Signature of Witness _____	Date _____
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**(Complete the following Consent of Spouse if you are married and your spouse is not your ONLY Primary Beneficiary)**

I, \_\_\_\_\_ the undersigned spouse of the above-named Participant, have read this Designation of Beneficiary Form and hereby consent to such beneficiary designation, including all Primary and Contingent Beneficiaries. I understand that by consenting to this Designation, I may be waiving my right to receive a benefit under the Plan in the event of my spouse's death. I have signed this consent freely and voluntarily. I understand that I may not revoke this consent, except by consenting to another Beneficiary Designation executed by the Participant.

**NOTARY PUBLIC**

State of: \_\_\_\_\_ ) I hereby certify the above-named spouse appeared before me  
 County of: \_\_\_\_\_ ) on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

IN WITNESS HEREOF, I have signed my name and affixed my official notary seal on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (SEAL)

Notary Signature _____	Name and Title (Print) _____	My Commission Expires _____
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