

401(k) HARDSHIP WITHDRAWAL PAC

FOR OUR COMPANY 401(K) PLAN

Use this 401(k) Hardship Withdrawal Pac to...

- Request a hardship withdrawal from your 401(k) account with our company plan
- Become aware of the hardship withdrawal process
- Indicate that your spouse, if any, agrees to the hardship withdrawal
- Indicate you will not be making salary reduction contributions to the plan for 6 months after the hardship distribution

When you have completed your Hardship Withdrawal Pac, please return it to our Plan Administrator.

IMPORTANT!

Please carefully read the Hardship Withdrawal Guidelines contained herein. Hardship withdrawals have an immediate and long-run negative effect on your 401(k) savings; you might want to consult a tax or financial planning professional before taking a hardship withdrawal.

TO BEGIN...

Read through the Step-by-Step Procedures for Hardship Withdrawals and the Hardship Withdrawal Guidelines before filling out your Hardship Withdrawal Election for Distribution of 401(k) Benefits. If you are married, your spouse must complete the Consent of Spouse. Finally, you will discontinue participation in the plan (in the sense that you will NOT be having our company make salary reduction contributions on your behalf) for six months following the hardship distribution, so you will need to complete the Participation Waiver.

STEP-BY-STEP PROCEDURES

FOR 401(K) HARDSHIP WITHDRAWALS

1. GET HARDSHIP WITHDRAWAL PAC

Start by requesting and receiving a 401(k) Hardship Withdrawal Pac from our Plan Administrator.

2. COMPLETE THE HARDSHIP WITHDRAWAL PAC

Read through the entire application package, completing all relevant information. Then return the Hardship Withdrawal Pac to the Plan Administrator for processing.

3. LIQUIDATION OF ASSETS

Our Plan Administrator will send the necessary documentation to the investment company(ies) housing your plan investments. The investment company(ies) will liquidate the requested portion of your 401(k) account and send the proceeds, less any contingent sales charges and/or other premature liquidation charges, as described in the prospectus for each affected investment, to our company.

4. WITHHOLDINGS

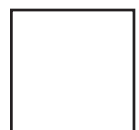
We are required by law to withhold 20% of your hardship withdrawal distribution that comes from other than salary deferrals. In addition, you will be responsible for the 10% premature distribution of 401(k) funds penalty — which you report and pay with your year-end income taxes — as well as for state and federal income taxes on the hardship withdrawal amount. These taxes and penalties result in a loss of approximately 50¢ on each dollar you prematurely remove from your 401(k) account.

5. ISSUANCE OF CHECK

We will deposit the liquidation proceeds received from the investment company into the 401(k) Trust bank account and issue you a counter check from the account in the same amount.

ESTIMATED DURATION

If paperwork is not delayed, the entire 401(k) hardship withdrawal process can usually be completed in approximately 10 days.



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HARDSHIP WITHDRAWAL GUIDELINES

FOR OUR COMPANY 401(k) PLAN

These guidelines contain important information you should know about 401(k) hardship withdrawals.

SUMMARY

A 401(k) plan may permit participants to withdraw money from their fully-vested accounts other than QNEC and/or Safe Harbor contributions, due to “hardship,” as defined below. In the absence of hardship, participants normally cannot receive distributions from a 401(k) plan prior to retirement or termination of employment.

DEFINITION OF HARDSHIP

IRS regulations define “hardship” as “an immediate and heavy financial need” and allow a 401(k) distribution of no more than the amount “necessary” to satisfy the need after taking into account the participant’s other financial resources.

IRS regulations list a series of expenses that can automatically be treated as “immediate and heavy financial needs,” without further inquiry. These are:

- Medical expenses (including insurance premiums and transportation costs that are essential to receiving medical care) of the participant, his or her spouse and/or dependents
- A down payment on a principal residence for the participant
- Payment of the next semester’s or quarter’s tuition at a post-secondary school for the participant, his or her spouse, children and/or dependents
- Payments needed to prevent the participant’s eviction from his or her principal residence or the foreclosure on the mortgage pertaining to that residence
- Payments for burial or funeral expenses for your deceased parent, spouse, children, or other dependents; or
- Expenses for the repair of damages to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

If the following three conditions are met, a participant is automatically considered to have exhausted his or her other financial resources:



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1. The amount distributed is not greater than the amount necessary to relieve the participant's hardship.
2. The participant has obtained all loans and non-hardship distributions available to him or her under the 401(k) plan.
3. The plan prohibits the participant from making any pre-tax or after-tax contributions for a six-month period following the hardship withdrawal.

PARTICIPANT STATEMENT

Indicate in writing the reason for your hardship withdrawal request:

SIGNATURE

As the participant requesting a hardship withdrawal, by signing below you indicate you have read the Hardship Withdrawal Guidelines, understand them and qualify for a hardship withdrawal.

X _____
 EMPLOYEE-PARTICIPANT SIGNATURE DATE

HARDSHIP WITHDRAWAL ELECTION FOR DISTRIBUTION OF 401(k) BENEFITS

FROM OUR COMPANY 401(K) PLAN

REMEMBER...

Make sure you read the enclosed Hardship Withdrawal Guidelines. You might also want to consult a professional tax advisor about your specific situation before taking your hardship withdrawal.

EMPLOYEE INFORMATION

LAST NAME

FIRST NAME

MIDDLE INITIAL

JOB TITLE/ POSITION HELD

HOME ADDRESS

CITY

STATE

ZIP

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

REQUEST FOR HARDSHIP WITHDRAWAL

I, the above-named employee, request a hardship withdrawal from my 401(k) account in the amount not to exceed \$_____.

I understand I am eligible only for my fully-vested portion of my account other than QNEC and/or Safe Harbor contributions, and that this request must be approved by the Plan Administrator. I further understand that I will be personally liable for any and all taxes,

penalties and sales charges resulting from this voluntary withdrawal.

I have received and read the Hardship Withdrawal Guidelines. I understand it is my responsibility as a plan participant to obtain my own legal, tax and investment counsel.

X _____
EMPLOYEE SIGNATURE DATE

(If you are married, your spouse must complete the attached Consent of Spouse form.)

PLAN ADMINISTRATOR APPROVAL

The above-requested hardship withdrawal is hereby approved.

X _____
PLAN ADMINISTRATOR SIGNATURE DATE

CONSENT OF SPOUSE

FOR A HARDSHIP WITHDRAWAL FROM OUR COMPANY 401(K) PLAN

NON-MARRIED PLAN PARTICIPANTS

Check here if you, the employee-participant requesting a hardship withdrawal, are NOT married.

SPOUSAL CONSENT

I, _____, spouse of _____, hereby consent to the hardship withdrawal from my spouse's nonforfeitable accrued benefit. I understand the execution by the Trustee on the hardship withdrawal may reduce the sum distributable to me from my spouse's accrued benefit under the Plan, should I survive my spouse.

I execute this consent on this _____ day of _____, 20 _____.

X _____
SPOUSE SIGNATURE DATE

WITNESS SIGNATURE

The Plan Administrator or a Notary Public must witness spousal consent to a 401(k) hardship withdrawal request.

X _____
WITNESS SIGNATURE DATE

PARTICIPATION WAIVER

IN CONNECTION WITH A HARDSHIP WITHDRAWAL
FROM OUR COMPANY 401(K) PLAN

IMPORTANT!

Complete this waiver as acknowledgement that you will not be making salary reduction contributions for a minimum of six (6) months after taking your hardship distribution.

STATEMENT OF WAIVER BY EMPLOYEE-PARTICIPANT

I hereby certify that I have had the terms and provisions of our company 401(k) Plan explained to me, that I cannot participate in the 401(k) for six (6) months after taking a hardship withdrawal, and that I hereby fully exonerate and relieve the company, the Administrative Committee, the Executive Committee, the Trustee(s) and/or any and all other persons whomsoever, from any responsibility to me, my executors or administrators, my heirs or assigns, for my inability to avail myself of participation in said Plan for a period of six (6) months.

X _____

EMPLOYEE-PARTICIPANT SIGNATURE

DATE

WITNESS SIGNATURE

Signature of your Waiver must be witnessed.

X _____

WITNESS SIGNATURE

DATE