

SUMMARY PLAN DESCRIPTION

AIRBUS NORTH AMERICA HOLDINGS, INC.

401(K) SAVINGS PLAN



PREPARED JUNE 2007

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INTRODUCTION

TYPE OF PLAN

Effective June 1, 2007, Airbus North America Holdings, Inc. amended its 401(k) plan. The plan is named the Airbus North America Holdings, Inc. 401(k) Savings Plan, but it will be referred to in this summary as the "Plan". The Plan is a cash or deferred arrangement, and once you're eligible to participate, you can contribute your own money to the Plan on a tax deferred basis through payroll deductions.

PLAN SPONSOR

Airbus North America Holdings, Inc. is the sponsor of the Plan, and will sometimes be referred to in this summary as the "Sponsoring Employer," the "Employer," "we," "us" or "our". Our address is 198 Van Buren Street, Suite 300, Herndon, VA 20170; our telephone number is (703) 834-3400; and our employer identification number is 13-3243459. Airbus North America Customer Services, Inc., Airbus North America Holdings, Inc., Airbus North America Sales, Inc. and Airbus North America Engineering, Inc. have also adopted this Plan as Adopting Employers for the benefit of any of their employees who are eligible to participate. Any reference to the Employer in this summary will generally be a reference to any Adopting Employer.

PURPOSE OF THIS SUMMARY

This booklet is called a Summary Plan Description ("SPD") and it is meant to describe highlights of the Plan in understandable language. It is not, however, meant to be a complete description of the Plan, nor is it meant to interpret, extend or change the provisions of the Plan in any way. If there is a conflict between this SPD and the Plan, the provisions of the Plan control your right to benefits. A copy of the Plan and related documents are on file with the Administrator and you can read them at any reasonable time. Also, no provision of the Plan or this SPD is intended to give you the right to continued employment or to prohibit changes in the terms or conditions of your employment. If you have any questions that are not addressed in this summary, you can contact the Administrator (who is described in the next section) during normal business hours.

PLAN ADMINISTRATION

PLAN TRUSTEE

The Plan is administered under a written plan and trust agreement, and the trustee of that agreement is responsible for trusteeing the Plan's assets. The trustee is T. Rowe Price Trust Company. The trustee can be contacted at 100 East Pratt Street, Baltimore, MD 21202. The trustee is a directed trustee, which means that the trustee invests the assets of the Plan as instructed by us, by an investment manager (if we have appointed one), or by a Participant.

PLAN ADMINISTRATOR

All matters other than investments that concern the operation of the Plan are the responsibility of the Administrator. The Administrator is Airbus North America Holdings, Inc., whose address is 198 Van Buren Street, Suite 300, Herndon, VA 20170, and whose telephone number is (703) 834-3400. The Administrator has the power and discretionary authority to interpret the terms of the Plan based on the Plan document and existing laws and regulations, as well as the power to determine all questions that arise under the Plan. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited service, Disability, and retirement, or to interpret any other term contained in the Plan and related documents. The Plan Administrator's interpretations and determinations are binding on all Participants, employees, former employees, and their beneficiaries.

PLAN NUMBER

For identification purposes, we have assigned number 003 to the Plan.

SERVICE OF LEGAL PROCESS

If you have to bring legal action against the Plan for any reason, legal process can be served on ***Legal process*** at ***Street address for legal process***, ***City for legal process***, ***State for legal process*** ***Zip code for legal process***. Legal process can also be served on the trustee or on the Administrator.

GENERAL PLAN DEFINITIONS

Many definitions are used in this summary and most are defined in the section where they appear, but the following terms have broader application and are used throughout this summary:

ACCOUNT

Your Account represents the aggregate value of the various contributions made to the Plan on your behalf, as well as the net earnings on those contributions. Your Account includes (but is not limited to) the following sub-accounts:

- Your Elective Deferral Account
- Your ADP Safe Harbor Non-Elective Contribution Account

ADP TEST

The ADP Test is a nondiscrimination test applied annually to the Elective Deferrals made to the Plan. This test compares the Elective Deferrals made by certain Participants who are "highly compensated" employees (HCEs) to the amount of Elective Deferrals made by non-HCEs. The ADP Test is intended to ensure a fair level of participation by all Participants regardless of Compensation levels. Depending upon the results of the test, shortly after the end of each Plan Year, the Administrator may have to refund to certain HCEs a portion of their Elective Deferrals. You will be notified by the Administrator if any of your Elective Deferrals have to be refunded.

ALLOCATION PERIOD

The Allocation Period is the period of time for which a contribution to the Plan is allocated. The Allocation Period is generally the Plan Year, but to the extent contributions are made more frequently than annually, they will be allocated based on the Compensation earned during the Allocation Period. Except as otherwise noted, a contribution for an Allocation Period of less than 12 months will not be adjusted at the end of the Plan Year to reflect annual Compensation.

BREAK IN SERVICE

You will incur a Break in Service if you fail to perform, in any 12-month computation period, more than 500 Hours of Service for eligibility purposes and more than 500 Hours of Service for Vesting purposes. A Break in Service may affect your eligibility to receive an allocation of contributions and the number of your Years of Service which are counted in determining your Vested Interest in your Account.

DISABILITY

Disability is a physical or mental condition you suffer while you are a Participant that qualifies you for benefits under any Employer-sponsored long-term disability plan.

ELECTIVE DEFERRAL

An Elective Deferral is the amount you elect to contribute to the Plan through payroll withholding.

HOUR OF SERVICE

An Hour of Service is any hour for which you have a right to be paid by us, including hours you are paid for vacation, holidays, illness, back pay and maternity leave.

NON-ELECTIVE CONTRIBUTION

A Non-Elective Contribution is an additional type of contribution we may elect to make to the Plan for any Plan Year. Non-Elective Contributions are generally made as a percentage of pay.

NORMAL RETIREMENT AGE

Normal Retirement Age is the date you reach age 65.

PLAN YEAR

The Plan Year is the 12-month accounting year of the Plan, and it begins each January 1st and ends the following December 31st.

VESTED INTEREST

Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. This percentage, in turn, is the aggregate of your Vested Interest in your various sub-accounts. Different types of contributions are subject to different vesting requirements, which are explained in more detail in other sections of this summary pertaining to the particular types of contributions permitted in this Plan. However, notwithstanding any vesting schedule set forth in other sections of this summary, you will have a 100% Vested Interest in your Account upon reaching Normal Retirement Age, upon your death while you are still a Participant in the Plan, or upon suffering a Disability while you are still a Participant in the Plan.

YEAR OF SERVICE

A Year of Service is a period of time used to determine your eligibility to participate in the Plan and to determine your Vested Interest. A Year of Service for eligibility purposes is a 12-month computation period in which you are credited with at least 1,000 Hours of Service. Your initial eligibility computation period begins on your date of hire. Your second eligibility computation period overlaps your first eligibility computation period and begins on the first day of the Plan Year which begins prior to the first anniversary of your date of hire. For example, if your date of hire is March 1st, your first eligibility computation period will end on the last day of the following February, but your second eligibility computation period will have already begun on the immediately preceding January 1st and will end the following December 31st. Each succeeding eligibility computation period (if required) will begin January 1st and end December 31st. A Year of Service for vesting purposes is a 12-month computation period in which you are credited with at least 1,000 Hours of Service. The vesting computation period in this Plan is the Plan Year.

ELECTIVE DEFERRALS

HOW THE CONTRIBUTION IS DETERMINED

You must make a minimum Elective Deferral for any calendar year that can't be less than 1% of your Compensation and that can't exceed the lesser of 50% of your Compensation or the annual dollar limit on Elective Deferrals, which is \$15,500 for calendar year 2007 and is adjusted periodically by law. Elective Deferrals are allocated to your Elective Deferral Account.

In addition to your Elective Deferrals, if you are a "catch-up eligible" Participant and you want to make contributions in excess of the limits on Elective Deferrals described above, you can make additional "catch-up contributions" to the Plan. You are a "catch-up eligible" Participant for any calendar year in which you have reached (or will reach) at least age 50 by the end of that calendar year. The "catch-up contribution" limit is \$5,000 for calendar year 2007 and is adjusted periodically by law.

HOW YOU BECOME A PARTICIPANT

To become a Participant in the Plan for the purpose of making Elective Deferrals, you must satisfy the following criteria (described in more detail below): (1) you must be an Eligible Employee; (2) you must satisfy the service requirement (and all service with us and with Airbus North America

Customer Services, Inc., Airbus North America Holdings, Inc., Airbus North America Sales, Inc. and Airbus North America Engineering, Inc. will be counted for this purpose, as well as service with Airbus SAS Employees); and (3) you must be employed by us on the applicable entry date.

- **ELIGIBLE EMPLOYEES.** All employees are considered to be Eligible Employees for Elective Deferral purposes except for the following ineligible classes of employees: (1) any employee who is a non-resident alien who does not receive income from us which constitutes income from sources within the United States; (2) leased employees who are not otherwise excluded by law; (3) any employee of an affiliated employers which do not adopt this Plan; and (4) Seconded employees.
- **SERVICE REQUIREMENT.** You must be credited with at least 1 Year of Service.
- **ENTRY DATE.** You will enter the Plan as a Participant for Elective Deferral purposes on the first day of the payroll period following the date that you first satisfy the service requirement.

SALARY DEFERRAL AGREEMENTS

You must file a Salary Deferral Agreement with the Administrator before you can begin making Elective Deferrals to the Plan. This agreement is where you indicate the amount you want withheld from your Compensation and contributed to the Plan on your behalf. You can elect to contribute either a percentage of your Compensation or a flat dollar amount.

After your initial election, the Salary Deferral Agreement can be changed by filing a new agreement with the Administrator on. You can also cancel your deferral agreement at any time by giving written notice (not to exceed 30 days) to the Administrator. If you do cancel your agreement, you will not be permitted to make a new election until the first available date that you would otherwise be entitled to change an existing agreement as described in the preceding sentence. The Administrator from time to time may establish additional administrative procedures (or change existing procedures) concerning deferral elections, in which case you will be appropriately notified.

The Administrator can temporarily suspend your deferral agreement if you reach the maximum amount that is permitted by law or the Plan, or if the Administrator believes the Plan may fail the ADP Test. You will be notified if your deferral agreement is temporarily suspended.

If you have not elected in your Salary Deferral Agreement to withhold at the maximum rate permitted for a Plan Year and you want to increase the total amount withheld for that Plan Year up to the maximum permitted rate, then you can make a supplemental election at any time during the last two months of the Plan Year to withhold an additional amount for one or more pay periods.

HOW YOUR COMPENSATION IS DETERMINED

You can make Elective Deferrals from the amount reported on your Form W-2 for the Plan Year, excluding pay in excess of the annual dollar limit, which is \$225,000 for 2007 and is adjusted periodically by law. You also cannot make Elective Deferrals from any amount received prior to becoming a Participant in the Plan and Compensation selected below.

HOW YOUR VESTED INTEREST IS DETERMINED

Your Vested Interest in your Elective Deferral Account, including any earnings allocated to that account from time to time, is 100% at all times.

ADP SAFE HARBOR NON-ELECTIVE CONTRIBUTIONS

HOW THE CONTRIBUTION IS DETERMINED

We can automatically satisfy the ADP Test for Elective Deferrals by making ADP Safe Harbor Non-Elective Contributions to the Plan. For any Plan Year in which we elect to make this type of contribution, it will be an amount equal to at least 3% of each eligible Participant's Compensation. You will be notified before the beginning of each Plan Year for which we intend to make ADP Safe Harbor Non-Elective Contributions to the Plan.

HOW YOU BECOME A PARTICIPANT

To become a Participant in the Plan for the purpose of receiving ADP Safe Harbor Non-Elective Contributions, you must satisfy the following criteria (described in more detail below): (1) you must be an Eligible Employee; (2) you must satisfy the service requirement (and all service with us and with Airbus North America Customer Services, Inc., Airbus North America Holdings, Inc., Airbus North America Sales, Inc. and Airbus North America Engineering, Inc. will be counted for this purpose, as well as service with Airbus SAS Employees); and (3) you must be employed by us on the applicable entry date.

- **ELIGIBLE EMPLOYEES.** All employees are considered to be Eligible Employees for ADP Safe Harbor Non-Elective Contribution purposes except for the following ineligible classes of employees: (1) any employee who is a non-resident alien who does not receive income from us which constitutes income from sources within the United States; (2) leased employees who are not otherwise excluded by law; (3) any employee of an affiliated employers which do not adopt this Plan; and (4) Seconded employees. The following classes of employees are also ineligible: Non-resident aliens; Leased employees not otherwise excluded by statute; and (1) Seconded employees.
- **SERVICE REQUIREMENT.** You must be credited with at least 1 Year of Service.
- **ENTRY DATE.** You will enter the Plan as a Participant for ADP Safe Harbor Non-Elective Contribution purposes on the first day of the payroll period following the date that you first satisfy the service requirement.

HOW YOU QUALIFY FOR A CONTRIBUTION ALLOCATION

In general, you will be eligible to receive ADP Safe Harbor Non-Elective Contributions for any Plan Year in which we make them if (1) you have become a Participant for this purpose as described above; and (2) you are eligible to make Elective Deferrals at any time during that Plan Year. However, Participants who are also "highly compensated employees" under IRS rules will only be eligible for ADP Safe Harbor Non-Elective Contributions a particular Plan Year if it is authorized in the safe harbor notice. ADP Safe Harbor Non-Elective Contributions are allocated to your ADP Safe Harbor Non-Elective Contribution Account.

HOW YOUR COMPENSATION IS DETERMINED

ADP Safe Harbor Non-Elective Contributions are based on the amount reported on your Form W-2 for the Plan Year, excluding pay in excess of the annual dollar limit, which is \$225,000 for 2007 and is adjusted periodically by law. Your Compensation as determined for Safe Harbor Matching Contribution purposes will also not include any amount received prior to becoming a Participant in the Plan and Compensation selected below.

HOW YOUR VESTED INTEREST IS DETERMINED

Your Vested Interest in your ADP Safe Harbor Non-Elective Contribution Account, including any earnings allocated to that account from time to time, is 100% at all times.

TOP HEAVY REQUIREMENTS

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered "top heavy." The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are "key" employees (that is, employees who satisfy certain ownership requirements and employees who are officers and whose Compensation for the Plan Year exceeds certain IRS limits). However, the Plan automatically satisfies this requirement in any Plan Year in which we contribute on your behalf to another plan (if any) that we sponsor, or in which we make Safe Harbor Non-Elective Contribution to the Plan. If the Plan is not exempt, then for each Plan Year in which the Plan is considered top heavy and in which you are a "non-key" employee who is employed by us on the last day of the Plan Year, you will receive a minimum allocation equal to the lesser of 3% of your Compensation or the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are key employees.

MAXIMUM ALLOCATION LIMITATIONS

The amount of contributions and forfeitures that can be allocated to your Account for any Plan Year is limited by law to the lesser of 100% of your Compensation or the annual dollar limit, which is \$45,000 for 2007 and is periodically adjusted by law. However, this limitation does not apply to the amount of earnings that can be allocated to your Account, to Rollover Contributions, or to any other funds transferred to this Plan on your behalf from another qualified plan.

ROLLOVER CONTRIBUTIONS

If you participated in another eligible retirement or annuity plan, you can roll over any distribution you receive from the other plan to this Plan if all legal requirements (and any requirements imposed by the Administrator) on such rollovers are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds into this Plan. If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in your Rollover Account, and you can withdraw your rollovers at any time.

DISTRIBUTION OF BENEFITS

DISTRIBUTIONS FOR REASONS OTHER THAN DEATH

If you terminate employment because of retirement on or after Normal Retirement Age or because you suffer a Disability, your Vested Interest will be distributed within an administratively practicable time after you terminate. If you terminate employment for other reasons, your Vested Interest will be distributed within an administratively practicable time after you request payment unless an earlier cash-out occurs (as explained in the next section). Your Vested Interest will generally be distributed in a lump sum which can be paid to you or, at your election, paid directly to another qualified plan that agrees to receive the distribution or to an individual retirement account.

In addition to the benefit payments described above, there are rules which require that certain minimum distributions be made from the Plan. Generally, these minimum distributions must begin no later than (a) the April 1st following the end of the year in which you reach age 70½ or (b) the April 1st following the end of the year in which you retire. However, if you are a 5% owner, you must begin receiving minimum distributions by the April 1st following the end of the year in which you reach age 70½ even if you are still employed by the Employer.

LUMP SUM CASH-OUTS

If your Vested Interest (including your Rollover Account) is \$1,000 or less, it will be distributed to you in a lump sum as soon as administratively practicable after you terminate employment. Your Vested Interest will be paid to you or, at your election, paid directly either to another qualified plan that agrees to receive the distribution or to an individual retirement account.

DISTRIBUTIONS UPON DEATH

Your Vested Interest will be distributed to your beneficiary as soon as administratively practicable after your death. If you are not married, you can name anyone to be your beneficiary. If you are married, your spouse by law is your beneficiary unless he or she waives the death benefit in writing. Your Vested Interest will be distributed to your beneficiary in a lump sum payment.

If your death occurs *before* the date that minimum distributions must begin (as described in the preceding section), the distribution of your Vested Interest to your beneficiary must be made within certain legal timeframes which are dependent upon several factors, including (a) whether you have a designated beneficiary, (b) your relationship to the beneficiary (spousal or non-spousal beneficiary) and (c) certain elections that your beneficiary may make after your death. However, if your death occurs *after* the date that minimum distributions must begin, the minimum death benefit that must be paid to your beneficiary each year after your death is based on the longer of your remaining life expectancy (had you survived) or the remaining life expectancy of your beneficiary. Your beneficiary may also choose to accelerate the payment rate. Please contact the Administrator for more information regarding payments to beneficiaries.

HARDSHIP DISTRIBUTIONS

As long as you are our employee, you can take a lump sum distribution of up to 100% of your Elective Deferrals to pay for a financial hardship caused one or more of the following circumstances:

- Expenses for (or necessary to obtain) medical care that would be tax deductible (without regard to whether the expenses exceed 7.5% of your adjusted gross income).
- Costs related to the purchase of your principal residence (excluding mortgage payments).
- Payments necessary to prevent eviction from your principal residence or to prevent foreclosure on the mortgage of your principal residence.
- Tuition, related educational fees, and room and board, for up to the next 12 months of post-secondary education for you, your spouse, your children, or other eligible dependents.
- Funeral expenses for your deceased parent, spouse, children, or eligible dependents.
- Expenses for repair of damage to your principal residence that would qualify for a casualty deduction (without regard to whether the loss exceeds 10% of your adjusted gross income).

You cannot make any Elective Deferrals for 6 months after the distribution.

IN-SERVICE DISTRIBUTIONS

As long as you are our employee and you have reached age 59½, you can take a lump sum distribution of up to 100% of your Elective Deferral Account and your ADP Safe Harbor ***Nonelective contribution non-safe harbor***Non-Elective Contribution Account.

LOANS TO PARTICIPANTS

You are permitted to borrow from the Plan with the approval of the Administrator. All loans will be made in accordance with the Loan Policy established by the Administrator. If the Loan Policy is not attached to this summary, you can obtain a copy from the Administrator.

INVESTMENT OF ACCOUNTS

Subject to an investment policy established by the Administrator, you can direct how some (or all) of your Account will be invested. You can choose from any investment options approved by us, including but not limited to savings and/or money market accounts, stocks, bonds, mutual funds, and insurance company funds. You can switch between investments as often as is permitted under the investment options you choose. All earnings and losses on your directed investments will be credited directly to your Account. Investment results will reflect any fees and investment expenses for the investments you select. You may request more information on fees associated with an investment option from the Administrator. At the appropriate time, we will provide you with more detailed information about the investment options permitted under the Plan's investment policy.

We intend to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if you are permitted to exercise independent control over the investment of your Account and you are offered a reasonably diverse selection of well managed investment options, then the fiduciaries of the Plan, including the Administrator and us, may be relieved of certain liabilities for any losses which occur because you exercise control.

TAX WITHHOLDING ON DISTRIBUTIONS

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking the distribution.

DIRECT ROLLOVERS NOT SUBJECT TO TAX

Any eligible distribution that is directly rolled over to another eligible retirement account (either another qualified retirement plan or an individual retirement account) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be directly rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, or over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you by law. There are other distributions that are not eligible for direct rollover treatment, and you should contact the Administrator if you have questions about a particular distribution.

20% WITHHOLDING ON TAXABLE DISTRIBUTIONS

If you have your benefit paid to you and it's eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless

you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

CLAIMS PROCEDURE

If you feel that you are entitled to a benefit that you are not receiving from the Plan, you can make a written request to the Plan Administrator (or its delegate) for the benefit. If your request is denied, you will be informed by written or electronic notice within 90 days after the Administrator receives your request. This notice will contain the following information: (a) the specific reason or reasons for denial; (b) specific reference to the Plan provisions on which the denial is based; (c) a description of any additional material or information necessary in order to present a thorough appeal and an explanation of why such material or information is needed; and (d) an explanation of the claim appeal procedure and time limits applicable to the procedure, including a statement of your right to bring a civil action under ERISA Section 502 after a denial on appeal.

Note: If the Administrator needs more than 90 days to review your claim for benefits, you will be advised by written or electronic notice within 90 days after the Administrator receives your claim. The notice will tell you why the Administrator needs more time (which cannot exceed an additional 90 days), and the date by which you can expect a decision.

If you disagree with the Administrator's decision to deny your claim, you can appeal the denial to the Administrator. You must submit this appeal to the Administrator within 60 days after the date that you receive the notice of denial of your initial claim. For purposes of the review, you have the right to (a) submit written comments, documents, records and other information relating to the claim for benefits; (b) request, free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim for benefits; and (c) a review that takes into account all comments, documents, records, and other information you submitted relating to the claim, regardless of whether the information was submitted or considered in the initial decision.

Your denied claim will be reviewed by the Administrator and within 60 days after receipt of the request for review you will receive a written or electronic notice of the Administrator's decision. The notice will (a) provide the specific reason or reasons for denial; (b) refer to the provisions of the Plan on which the denial is based; (c) contain a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and (d) describe any voluntary appeal procedures offered by the Plan and your right to obtain information about the procedures, and a statement of your right to bring a civil action if you disagree with the Plan Administrator's decision on appeal.

Note: If the Administrator needs more than 60 days to review your denied claim, you will be advised in writing (or electronically) within 60 days after the Administrator receives the request for review. The notice will tell you why the Administrator needs more time (up to an additional 60 days), and the date by which you can expect a decision.

OTHER INFORMATION

ATTACHMENT OF YOUR ACCOUNT

Your creditors cannot garnish or levy upon your Account except in the case of a proper Internal Revenue Service tax levy, and you cannot assign or pledge your Account except as collateral for a loan from the Plan or as directed through a Qualified Domestic Relations Order as part of a divorce, child support or similar proceeding in which a court orders that all or part of your Account be transferred to another person (such as your ex-spouse or your children). The Plan has a procedure for processing QDROs, which you can obtain free of charge from the Administrator.

AMENDMENT OR TERMINATION OF THE PLAN

Although we intend for the Plan to be permanent, we can amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all Accounts will be available for distribution at such time and in such manner as would have been permissible had the Plan not been terminated.

ACCOUNTS ARE NOT INSURED

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the ERISA do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or contact the PBGC. Written inquiries to the PBGC should be addressed to: Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026. You can also call the PBGC with any questions at (202) 326-4000.

PAYMENT OF PLAN EXPENSES

The Plan routinely incurs expenses for the services of lawyers, actuaries, accountants, third party administrators, and other advisors. Some of these expenses may be paid by us directly while others may be paid from Plan assets. The expenses that are paid from Plan assets will either be shared by all Participants or will be charged directly to the Account of the Participant on whose sole behalf the expense is incurred, as explained in more detail in the Plan Expense Policy established by the Administrator. If the Plan Expense Policy is not attached to this summary, you can obtain a copy from the Administrator.

STATEMENT OF ERISA RIGHTS

BASIC RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to (1) examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions (2) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies; (3) receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report; and (4) obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (as defined elsewhere in this summary) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

DUTIES OF PLAN FIDUCIARIES

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for operating the Plan. The people who operate your Plan, who are called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

ENFORCEMENT OF RIGHTS

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and

pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied, in whole or in part, you have the right to use the Plan's claim procedures to request review of the claim and to request arbitration if your claim continues to be denied (in whole or in part) on review. If your claim for benefits is ignored, you may file suit in a state or Federal court. If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

CONTACT INFORMATION

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You can also go to the Department of Labor's website at <http://www.dol.gov/ebsa/publications/wyskapr.html> where you can review a publication called "*What You Should Know About Your Retirement Plan.*"