

- (a) prior to January 1, 1997 the person was an active participant in the Shawmut National Corporation, National Westminster Bank or Fleet Financial Group, Inc. final average pay pension plan;
- (b) after January 1, 1997 the person was an active participant in the Fleet Financial Group, Inc. or FleetBoston Financial Corporation pension plan;
- (c) on December 31, 1996 the person was not at least 50 years old with at least 15 years of past service; and
- (d) the person was vested in his or her pension benefits either as of December 31, 2006 or, for a person with multiple dates of termination, was vested under the Plan as of the first date of termination that post-dates January 1, 1997.

In addition, the Class includes any person who is the Beneficiary of a person satisfying the above criteria and, as Beneficiary, has a current legal entitlement to receive some or all of the Participant's benefits. This Court's March 31, 2006 certification order provided that the Class was certified for certain claims in Plaintiff's Amended Complaint. For purposes of the proposed Settlement, the certification order is further amended and superseded to provide that the Class is certified for all claims that were or could have been brought in this Action, and not merely the claims identified in the Court's certification order of March 31, 2006.

3. The Settlement was negotiated at arms-length and is sufficiently fair, reasonable and adequate and it is in the best interests of the Plaintiff and the Class for this Court to grant Preliminary Approval and to order the distribution of Notice to the Class. A hearing to determine whether to give Final Approval to the Settlement (the "Fairness Hearing") is

JCH scheduled on Oct. 15, 2008 at 10:00 a.m. ~~p.m.~~. At the Fairness Hearing, the Court will consider

- (a) whether to approve the Settlement as fair, reasonable and adequate, and whether to enter the Final Order and Judgment;
- (b) an award of reasonable attorneys' fees, considering, *inter alia*, the Fee and Expense Application of Class Counsel to be filed on May 28, 2008;

- (c) an incentive award to Plaintiff;
- (d) any timely and proper objections to the Settlement and to the Fee and Expense Application or request for incentive award; and
- (e) any other matters the Court may deem appropriate.

The Court reserves the right to continue or adjourn the Fairness Hearing without any further notice other than an announcement (which may be made by docket entry) at or in advance of the Fairness Hearing and, specifically, without further notice to the Class. The Court further reserves the right to approve the Settlement with modifications, as may be agreed upon by the Parties, and without further notice to the Class.

4. Notice in the form of Exhibit 1 to this Preliminary Approval Order is approved for distribution. The Notice and manner of giving notice, as set forth below, comply with the requirements of Rule 23(c) of the Federal Rules of Civil Procedure and due process and is the best notice practicable under the circumstances.

5. Defendants shall cause the Notice to be sent to the last known address of each member of the Class by first class mail, with such mailing to be completed by May 30, 2008. Defendants shall engage in reasonable efforts to locate any Class member whose Notice is returned as undeliverable and to make a second mailing to such Class member.

6. Defendants shall file, at least 14 days prior to the Fairness Hearing, an affidavit establishing compliance with the provisions of paragraph 5.

7. Class Counsel shall file, on May 28, 2008, a Fee and Expense Application. Plaintiff shall file, on May 28, 2008, a request for an incentive award.

8. Any member of the Class may, subject to the following conditions, object to the Settlement, to the Fee and Expense Application, or to the request for an incentive award to

Plaintiff, and may appear at the Fairness Hearing in person or through counsel, and present his or her objections. To have any objection considered, the member of the Class must, no later than

Jul August 1, 2008, file with the Clerk of the Court and serve on the Parties the following:

- (a) the objector's full name and address, along with an appearance of counsel if the objector is so represented;
- (b) a written statement of all grounds for the objection, including any evidence supporting the objection;
- (c) any supporting memorandum;
- (d) a list of all persons to be called to testify, including experts; and
- (e) a statement whether the objector intends to appear at the Fairness Hearing and, if such appearance will be through counsel, the identity of all counsel.

Any member of the Class who does not satisfy these requirements shall waive his or her right to appear at the Fairness Hearing and shall waive any right to object to the approval of the Settlement, either before the Court or on appeal.

9. The Parties may file written responses to any objection and any memorandum supporting approval of the Settlement on or before the date 14 days prior to the Fairness Hearing.

10. Pending the final determination of the fairness, reasonableness and adequacy of the proposed Settlement, all Participants are enjoined from instituting or commencing any action against Defendants based on the Released Claims and all proceedings in this action, except those related to approval of the Settlement, are stayed.

11. This Court approves the appointment of Rust Consulting, Inc. as Settlement Administrator to assist Plaintiff and Defendants in the administration of this Settlement, including but not limited to the distribution of Notice.

12. All Parties and the Settlement Administrator may respond to inquiries from the Class regarding the Settlement, except that counsel for Defendants may not communicate directly with the Class without the prior approval of Class Counsel.

13. Should the Settlement not be finally approved, or should the Effective Date not occur, this Preliminary Approval Order, including the modifications to the Court's March 31, 2006 order certifying a class, shall be null and void and of no further force and effect, and the parties shall be restored to their respective positions prior to the execution of the Settlement Agreement. Upon such nullification, neither this Preliminary Approval Order nor the Settlement Agreement shall be used or referred to for any purpose in this Action or any other proceeding, and the Settlement Agreement and all negotiations related thereto shall be inadmissible. The Settlement Agreement and this Preliminary Approval Order are not an admission of liability by Defendants.

Date: April 23, 2008

ENTER: /s/ Janet C. Hall, USDJ
USDJ

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
INVOLVING FLEETBOSTON FINANCIAL PENSION PLAN
(FORMERLY KNOWN AS FLEET FINANCIAL GROUP PENSION PLAN)

DONNA C. RICHARDS,

Plaintiff,

vs.

FLEETBOSTON FINANCIAL CORP.,
FLEETBOSTON FINANCIAL PENSION
PLAN, and BANK OF AMERICA
CORPORATION,

Defendants.

Case No. 3:04-CV-1638 (JCH)

**IMPORTANT LEGAL DOCUMENT:
THIS DESCRIBES THE TERMS OF A
PROPOSED SETTLEMENT THAT
AFFECTS THE RIGHTS AND BENEFITS
OF CERTAIN PARTICIPANTS IN THE
PENSION PLAN FORMERLY KNOWN
AS THE FLEETBOSTON FINANCIAL
PENSION PLAN**

YOU ARE RECEIVING THIS NOTICE BECAUSE IT APPEARS THAT YOU ARE A MEMBER OF THE CLASS. A PROPOSED SETTLEMENT OF THIS CLASS ACTION MAY AFFECT YOUR RIGHTS.¹

- The parties to the lawsuit have proposed a Settlement.
- The Court will decide whether to approve the Settlement.
- If the Settlement is approved, you will receive an amount payable under the Settlement and you will release the Defendants from certain claims.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
Do Nothing	Receive benefits under the Settlement Agreement and Release claims if the Settlement is approved.
Object	Write to the Court to explain why you object to the Settlement.
Go To The Hearing	Follow the instructions below to ask to be allowed to speak in Court about the fairness of the Settlement.

- These options – and the procedures for each – are explained in this Notice.

THE CLASS

1. Am I a member of the Class?

You are a member of the Class in this lawsuit if you meet the following requirements: (1) prior to January 1, 1997 you were an active participant in the Shawmut National Corporation, National Westminster Bank or Fleet Financial Group, Inc. final average pay pension plans; (2) after

¹ The full Settlement Agreement is available at www.legacyfleetplanresolution.com. Certain words in this Notice are capitalized because those words are specially defined in the Settlement Agreement.

January 1, 1997 you were an active participant in the Fleet Financial Group, Inc. or FleetBoston Financial Corporation pension plan; (3) on December 31, 1996 you were not at least 50 years old with at least 15 years of past service; and (4) you vested, as defined in the Settlement Agreement, in your pension benefits; or (5) you are the Beneficiary of a person satisfying the above criteria and, as beneficiary, have a current legal entitlement to receive some or all of the Participant's benefits. If you have any questions as to whether you meet these requirements, you can call (877) 465-4819 for more information.

2. What is a class action?

A class action is a legal proceeding in which one or more people act as the representatives of a group of people. Here, Donna Richards is representing herself and all of the members of the Class. The Court resolves the claims of all Class members in one proceeding.

THE LAWSUIT AND THE PROPOSED SETTLEMENT

3. What is the lawsuit about?

On January 1, 1997 the pension plan covering employees of Fleet Financial Group, Inc. ("Fleet"), including at the time former employees of Shawmut National Corporation and National Westminster Bank, which were each acquired by Fleet, was converted to a cash balance formula for Participants who were not then 50 years old with 15 years of service. The Plaintiff, suing on behalf of all Participants converted to the cash balance formula on January 1, 1997, claims that the notice provided in connection with the conversion was inadequate under the Employee Retirement Income Security Act of 1974 ("ERISA"), that certain provisions in the cash balance formula violate provisions of ERISA prohibiting age discrimination and backloading of benefits, that Summary Plan Descriptions provided to Participants were inadequate and that the Plan and its fiduciaries violated ERISA in connection with the calculation and payment of benefits. The Defendants have denied all of these claims.

4. Why is there a proposed Settlement?

The Settlement is proposed by the parties. The Court has not decided in favor of either side. The Plaintiff and Class Counsel, who have each been appointed by the Court to represent the Class, believe the claims to have merit. However, they recognize that there is risk that they may not prevail on some or all of the claims and that any final judgment for the Class may not occur for years. The proposed Settlement provides certain and immediate benefits. Defendants believe their positions to be meritorious and deny any liability to the Class. They favor the Settlement, however, because it puts the matter to rest for the Defendants and for Participants in the Plan.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What will I get if the Settlement is approved?

Each Class member is entitled to a Settlement Amount. Different Class members will receive different amounts. This is because of the nature of the claims being settled. The Plaintiff alleged that certain Participants experienced a decline in the value of the cash balance formula benefits they received and the benefits they would have received had the cash balance amendment not occurred and the prior plan had continued. Plaintiff alleged that the decline was greater for older, longer service Participants. The amounts available through this Settlement are greater for those who were alleged to have experienced greater differences between the benefits they would have received under the prior plan had it continued and their cash balance benefits. Participants who experienced less of a difference, or who benefited from the change to a cash balance formula, and certain Participants who were not employed on January 1, 1997 or for whom the parties have very limited information, will receive smaller amounts in the Settlement.

6. How was my Settlement Amount calculated?

Settlement calculations were made using two formulas. A Participant will receive the greater of the two calculations or a minimum payment, described below. The Parties performed

calculations using a method that was intended to approximate the benefit that Class members would have earned had the Plan never been amended to adopt the cash balance formula. The estimated benefits that would have been earned under the plan had it not been amended were measured at the earlier of a Participant's first date of termination after January 1, 1997 or December 31, 2006. This estimated calculation of the Participant's Ongoing Prior Plan Amount was used for both Settlement formula calculations.

A. The First Calculation.

For the first calculation, the parties took a percentage from 70% to 85% of the Ongoing Prior Plan Amount, depending on the Participant's age and years of service at December 31, 2006, as shown by this chart:

Age and Service Points	Percentage
≥ 91	85%
90	82%
89	79%
88	76%
87	73%
≤ 86	70%

The Parties then subtracted from this amount the Participant's benefits under the cash balance formula, also valued at the earlier of the first date of termination after January 1, 1997 or December 31, 2006. The amount calculated was credited with interest at 6.5% until December 31, 2007.

B. The Second Calculation.

The Parties then calculated a second amount, known as the Floor Amount. For most Participants the floor is 25% of the difference between the estimated Ongoing Prior Plan Amount (not multiplied by the age and service-based percentages above) and the cash balance benefits calculated at the earlier of date of first termination after January 1, 1997 or December 31, 2006. Certain older, longer service employees who (1) terminated employment before December 31, 2006, (2) were at termination eligible for early retirement, (3) had age plus years of credited service of between 65 and 75 at January 1, 1997, and (4) elected a lump sum, will get a floor of 35% of the difference between their estimated Ongoing Prior Plan Amount at date of termination and their cash balance benefits. The Floor Amount was credited with interest at 6.5% from the date of determination (the earlier of the first date of termination after January 1, 1997 or December 31, 2006) until December 31, 2007.

C. The Settlement Amount.

Participants will receive the greater of the two calculations, measured at December 31, 2007, or a minimum amount of \$199.99. Typically, Participants who receive the \$199.99 minimum amount benefited from the change to a cash balance formula. Other Class members will receive larger amounts. Plaintiff's actuary, Claude Poulin, has determined that the Settlement, including the Settlement Amounts, the Rule of 85 Guarantees (see below), and Defendants' agreement to pay Class Counsel's reasonable fees and expenses at the agreed limit along with an incentive bonus for the class representative provides total value to the Class of \$83,401,000. The Defendants, after consulting with their expert actuary, agree that this determination is reasonable.

D. You Can Learn Your Settlement Amount.

The Parties have calculated the Settlement Amount for every member of the Class. It is important that you review your Settlement Amount. Class members can learn their Settlement Amount by visiting www.legacyfleetplanresolution.com or calling (877) 465-4819. This Notice contains a unique identification number for you which is the last five digits on page 1 of the Notice appearing directly above your name and address. You will need to provide this identification number to learn your Settlement Amount. If you have questions about how your Settlement Amount was calculated, you may contact Class Counsel, whose address and telephone number are in paragraph 16, for more information. Once this Settlement becomes effective, you will not be able to challenge your Settlement Amount. Depending on the timing and form of any future benefit election that you make and whether you are a Rule of 85 Participant (see below), this Settlement may be of greater value for you than the Settlement Amount currently calculated.

7. Are there any additional payments other than the Settlement Amount?

The Settlement Amount is intended to compensate Class members for any claims they had from the implementation of the cash balance plan. However, Participants whose (i) age at December 31, 2006, plus (ii) years of credited service, as defined in their Legacy Plan, at the earlier of their first date of termination after January 1, 1997 or December 31, 2006 totaled at least 85, are provided some additional rights in the Settlement. These persons are called "Rule of 85 Participants." They are provided a guarantee, called the "Rule of 85 Guarantee." This Guarantee assures a Rule of 85 Participant that their benefit, at their Normal Retirement Date, will not be less than the applicable percentage from the age and service chart in paragraph 6A, multiplied by the estimated normal retirement benefit that they would have received if the Cash Balance Amendment had not happened and the prior plan had continued in effect through December 31, 2006. In addition, if a Rule of 85 Participant was early retirement eligible, as defined in their Legacy Plan, at December 31, 2006 or date of termination, if earlier, and commences benefits prior to his or her Normal Retirement Date, he or she can elect an early retirement annuity on the Rule of 85 Guarantee amount, calculated using the early retirement factors of the Legacy Plan. If a Rule of 85 Participant has already received benefits, either in a lump sum or annuity, the Rule of 85 Guarantee or Rule of 85 Early Retirement Annuity will be actuarially adjusted to reflect the distributions taken. For most eligible Participants, the Rule of 85 Early Retirement Guarantee will have a greater actuarial value than other available benefits. A small group of Participants who already received all of the benefits of their Legacy Plan and the Cash Balance Amendment, or for whom the Parties have very limited information, cannot qualify as Rule of 85 Participants, even if they otherwise meet the above requirements.

8. When will I get my Settlement Amount?

The Settlement Amounts will be distributed only if the Settlement is approved by the Court and that approval is not appealed, or if it is appealed, after it has been affirmed. In addition, the Settlement is conditioned on Internal Revenue Service approval of an amendment to the Plan implementing the Settlement. No Settlement Amounts can be distributed until the Court and the IRS have given their approvals. Updates on the progress toward completion will be published at www.legacyfleetplanresolution.com.

9. How will I get my Settlement Amount?

The method of distribution depends upon whether you have a current Cash Balance Account and the amount to which you are entitled. Participants who have current Cash Balance Accounts on the date of distribution of the Settlement Amounts will receive their Settlement Amount through a credit to their Cash Balance Account. If, at that date, you have already commenced benefits, you do not have a current Cash Balance Account and you are entitled to a Settlement Amount of \$200 or more, a New Cash Balance Account will be created for you. It will be governed by the same Plan terms as other accounts, including rollover provisions and distribution of small amounts. It is currently intended that Participants who already commenced

benefits and are entitled to \$1,000 or less in cash shall receive a single lump sum cash payment pursuant to the terms of section 6.3 of the Plan. If you have already commenced benefits and your Settlement Amount is \$199.99, you will, if permitted by law, receive a check. If this is not permissible, a New Cash Balance Account will be created for you, subject to the terms of the Plan.

10. Will I need to do anything to get my Settlement Amount?

If you received this Notice in the mail at your current address, then the parties have all the information necessary to implement this Settlement for you and you will receive your Settlement Amount if the Settlement is approved. You can go to www.legacyfleetplanresolution.com or call (877) 465-4819 to get updates on the progress of the Settlement. If you have a Cash Balance Account, the credit for the Settlement Amount to your account will be reflected on your statement. If you previously received pension benefits and you are entitled to a payment of \$200 or more, the settlement amount will be credited to a new Cash Balance Account created for you. Finally, if you are to receive cash, after the Settlement is approved you will receive a check. There may be tax consequences in connection with this payment which are discussed in the Addendum at the end of this notice. If one of these events does not occur within 60 days of the time that the Parties announce the Settlement to be effective, as shown on the website, or if you believe you are a member of the Class and you did not receive this Notice in the mail but got it from some other source, you should contact the Settlement Administrator at (877) 465-4819.

OBJECTING TO THE SETTLEMENT

11. How do I raise any objection I have to the Settlement?

The Court will hold a Fairness Hearing to determine whether to approve the Settlement. The Court needs to determine whether the Settlement is fair, reasonable and adequate to the Class. You have a right to object if you do not believe this to be the case. To do so you must, by yourself or through counsel, file with the Court and serve on the lawyers for Defendants and the Class, at the addresses shown in paragraph 16, below, on or before [45-day period] the following information: (a) your full name and address and the name and address of any counsel representing you, (b) a written statement of all grounds for the objection, including any evidence supporting it, (c) any supporting memorandum or brief, (d) a list of any persons who will testify at the Fairness Hearing, and (e) a statement whether you intend to appear, personally or through counsel, at the Fairness Hearing. If you do not do this, you will waive your right to object at the Fairness Hearing or on appeal.

You do not have to attend the Fairness Hearing. You only need attend if you wish to be heard and you have satisfied the above requirements.

THE PETITION FOR ATTORNEY'S FEES AND COSTS

12. Who is representing the Class?

The Court has appointed Thomas G. Moukawsher to represent the Class.

13. How will the lawyer for the Class be paid?

Under the proposed Settlement, the attorney's fees and expenses of the counsel for the Class will be paid by the Plan as an administrative expense. The fees and expenses will be an amount to be set by the Court but not to exceed \$17,250,000 in fees, and \$325,000 in expenses. The payment of fees and expenses will not decrease the amount available for the Class. Class Counsel's Fee and Expense Application is available at www.legacyfleetplanresolution.com.

In addition, because Plaintiff represented the Class throughout the litigation, the Plan will pay, as an administrative expense, an incentive award to Plaintiff, in an amount to be set by the Court not to exceed \$15,000. Plaintiff will also receive a Settlement Amount.

14. Can I object to the request for attorney's fees and expenses?

Yes, you can object to the request for attorney's fees and expenses or the incentive award in the same manner as you would use to object to the Settlement.

THE SETTLEMENT WILL INCLUDE A RELEASE

15. Will I release any claims against the defendants?

If the Settlement is approved, by virtue of the Final Order and Judgment all Class members will Release Defendants and all companies and persons related to them from all of the claims in the lawsuit and any other claims about the 1997 Cash Balance Amendment that could have been brought. The lawsuit will also be dismissed with prejudice.

ADDITIONAL INFORMATION

16. How can I get additional information about the lawsuit or the Settlement?

You can get a full copy of the Settlement Agreement, along with answers to additional, frequently asked questions, at www.legacyfleetplanresolution.com. You can also call (877) 465-4819 for more information. In addition, you can call or write to Class Counsel at:

Thomas G. Moukawsher
Moukawsher & Walsh LLC
21 Oak Street, Suite 219
Hartford, CT 06106
(860-278-7000)
tmoukawsher@mwlawgroup.com

Do not contact counsel for Defendants, except to serve on them any objections. Do not contact the Clerk of the Court.

The addresses for service of objections to the Settlement or to the Fee and Expense Application on counsel for Defendants are:

Stanley A. Twardy, Jr.
Day Pitney LLP
One Canterbury Green
Stamford, CT 06901

Anne E. Rea
Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603

The address of the Clerk of Court for purposes of filing objections or other pleadings is:

Clerk, United States District Court
for the District of Connecticut
Brien McMahon Federal Building
915 Lafayette Boulevard
Bridgeport, CT 06604

You may also be able to file any objection through PACER, the Court's on-line filing system. If you file electronically, you need not serve any of the attorneys by mail. They will receive copies of your filings automatically.

Dated: _____

By Order of the United States District Court
for the District of Connecticut

ADDENDUM

SPECIAL TAX NOTICE REGARDING PLAN PAYMENTS

As explained in paragraph 10 of the accompanying Notice of Proposed Settlement, certain Class members who have already commenced benefits will receive a \$199.99 cash settlement payment from the Plan if the Settlement is approved. This Special Tax Notice provides important information about the federal income tax consequences of that \$199.99 cash settlement payment, including how you can defer federal income tax on the payment by rolling it over to an IRA or an eligible employer plan. Please note that this Special Tax Notice applies to you only if you receive the \$199.99 cash settlement payment. It does not apply if you receive a credit to your cash balance account. All references in this special Tax Notice to a "section" are references to sections of the U.S. Internal Revenue Code (title 26 of the United States Code).

Tax Consequences Of The Payment

The federal income tax consequences of the \$199.99 cash payment depend on whether the payment is rolled over:

- Payment not rolled over. The amount of your payment will be taxed to you in 2008 unless you roll it over. If you receive the payment before age 59½ and do not roll it over, you may also have to pay an additional tax equal to 10% 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 to an alternate payee under a qualified domestic relations order, (4) payments that do not exceed the amount of your deductible medical expenses or (5) qualified reservist distributions. See IRS Form 5329 for more information on the additional 10% tax.
- Payment rolled over. You can roll over all or part of the payment by contributing it to your IRA or to an eligible employer plan that accepts your rollover. See below for more information regarding rollovers.

Rolling Over The Payment

A rollover is the payment of all or part of the \$199.99 cash settlement payment to an IRA or to an eligible employer plan. If you decide to roll over, you must contribute the amount of the payment to an IRA or to an 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 IRA or the eligible employer plan.

The rollover may be made to a traditional IRA or to a Roth IRA, but may not be made to a SIMPLE IRA or to a Coverdell Education Savings Account (formerly known as an education IRA). The rollover may be made to an eligible employer plan that will accept your rollover. An "eligible employer plan" includes a plan qualified under section 401(a), 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. 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.

In most cases the entire \$199.99 can be rolled over. However, if you have reached age 70½ and have retired, the tax laws may not permit a certain portion of your payment to be rolled over because the portion is a "required minimum payment" that must be paid to you.

Surviving Spouses, Alternate Payees And Other Beneficiaries

In general, the rules summarized above also apply to persons who receive the \$199.99 cash settlement payment as surviving spouses of Class members or as spouses or former spouses of Class members because such spouses or former spouses 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 keep the cash settlement payment, in which case the payment will be taxed to you in 2008, or you may roll it over to an IRA or to an eligible employer plan. Thus, you have the same choices as the employee. If you are a non-spouse beneficiary or alternate payee, you may not roll over the payment.

If you are a surviving spouse, an alternate payee, or another beneficiary, your payment is generally not subject to the additional 10% tax described on the first page of this Special Tax Notice, even if you are younger than age 59½.

How To Obtain Additional Information

This Special Tax Notice summarizes only the federal (not state or local) tax rules that might apply to your \$199.99 cash settlement payment. The rules described above are complex and contain many conditions and exceptions that are not included in this Special Tax Notice. Therefore, you may want to consult with a professional tax advisor. 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, or by calling 1-800-TAX-FORMS.

BANK OF AMERICA SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING, INC.
P.O. BOX 130
MINNEAPOLIS, MN 55440-0130

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Rust Consulting, Inc

12345678

IMPORTANT LEGAL NOTICE

12345678 - 000 - 99999
JOHN JOHNSON
123 STREET AVE
LOS ANGELES, CA 12345