

Introduction

The JBT Corporation Employees' Retirement Program Part I: Salaried and Nonunion Hourly Employees' Retirement Plan (called the "pension plan" or "plan") is sponsored by John Bean Technologies Corporation ("JBT"). The plan was established effective June 30, 2008 in connection with a spin-off of assets and liabilities from the FMC Technologies, Inc. Retirement Program.

This material explains the provisions of the plan that are in effect as of January 1, 2011 and is designed to explain your rights and obligations under the plan in everyday language. You should read it carefully and keep it with your other important papers for future reference.

The purpose of this summary plan description ("SPD") is to describe the main features of the plan in general terms. It is not intended that this be a substitute for the plan. The complete terms of the plan are in the official plan document. If there is a discrepancy between this material and the official plan document, the official plan document and administrative rules will prevail. No one speaking on behalf of the plan or JBT can orally change the terms of the plan.

Prior versions of the plan continue to apply to events that occurred while those versions were still in effect.

To obtain a copy of the official plan document, please contact JBT Corporation, Corporate Benefits, Document Request, 70 West Madison, Suite 4400, Chicago, IL 60602.

The plan provides eligible employees with a pension benefit for retirement. You make no contributions to the plan. Your employer makes contributions to the plan, which pays all plan benefits.

The "**Background Information**" section of this SPD contains certain names, addresses, and other information concerning the administration of the plan.

Every effort has been made to accurately describe the provisions of the plan, which in some cases are quite complicated. In the event there is any conflict between this summary and the official plan documents, the official plan documents will govern. The Plan Administrator has absolute discretionary authority to determine eligibility for benefits and to construe the terms of the plan.

The easiest way to get an estimated statement of benefits is to visit the Self Service website at <http://jbtc.access4u.com>. From this site you can create different retirement scenarios, benefit estimates and research other available tools confidentially and as often as you would like. If you are unable to complete your own projections you are eligible to request a retirement calculation once each year. Contact JBT Pension Services for assistance on using the online pension calculator or to otherwise obtain an estimate.

We hope this information is helpful to you. After reading this summary, if you have any questions concerning your pension benefits, please contact JBT Pension Services at 1-866-681-6128.

Background Information

<p>Name of Plan:</p> <p>The JBT Corporation Employees' Retirement Program Part I: Salaried and Nonunion Hourly Employees' Retirement Plan (called the "pension plan" or "plan" in this summary)</p>	<p>Name and Address of Plan Sponsor:</p> <p>JBT Corporation 70 West Madison, Suite 4400 Chicago, IL 60602</p>
<p>Employer Identification Number:</p> <p>91-1650317</p>	<p>Plan Number:</p> <p>001</p>
<p>Plan Administrator:</p> <p>Employee Benefits Plan Committee JBT Corporation 70 West Madison, Suite 4400 Chicago, IL 60602 (312) 861-5900</p>	<p>Type of Plan:</p> <p>Defined Benefit</p>
<p>Trustee:</p> <p>The Northern Trust Company 50 South LaSalle Street Chicago, IL 60675</p>	<p>Recordkeeper:</p> <p>JBT Pension Services Aon Hewitt 100 Half Day Road Lincolnshire, IL 60069</p>
<p>Agent Designated for Service of Legal Process:</p> <p>Legal process in connection with the plan should be delivered to:</p> <p>JBT Corporation 70 West Madison, Suite 4400 Chicago, IL 60602</p>	<p>End of Plan's Fiscal Year:</p> <p>The end of the plan's fiscal year or "plan year" is December 31.</p>

Important: Benefit Accruals Frozen Effective December 31, 2009

The Plan was amended effective December 31, 2009, so that all participating employees' accrued benefits under the Plan became frozen effective December 31, 2009. After December 31, 2009, no participants in the Plan will earn any future benefit accruals related to earnings or credited service. No newly hired employees or non-participants will be eligible to participate in the Plan after December 31, 2009.

Participation in the Plan**Eligibility**

You are eligible for the plan if you are a salaried or non-union hourly employee of JBT Corporation or a participating company.

You are *not* eligible for the plan if you are:

- An independent contractor; or
- A leased employee paid by a third party; or
- A part-time employee scheduled to work less than 1,000 hours per year (unless you actually work 1,000 hours or more in a year); or
- A salaried or non-union hourly employee hired after December 31, 2009; or
- An employee covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.

Generally, non-resident aliens of the U.S. are not eligible to participate in the plan. However, a U.S. citizen or a permanent resident alien employed by a foreign JBT Corporation affiliate in a position which would make the individual eligible for the plan if employed by JBT Corporation may be eligible for the plan if he or she is not covered under any other retirement plan.

When You Can Participate

You automatically are enrolled as of the first day of the month in which you meet the eligibility requirements.

Definitions**Earnings**

For purposes of the plan, your total annual earnings include your total taxable cash compensation for services rendered to JBT Corporation or a participating company, including:

- Salary and wages (including overtime and commissions);
- Certain administrative or discretionary bonuses, such as completion, gainsharing, sales incentive and other performance-related bonuses, including the portion of any management incentive bonuses which may be paid in cash and restricted stock and local incentive bonuses earned during the plan year;
- Vacation (including earned but unused), back pay and sick pay (other than cash payment of unused sick days);
- State disability benefits;

- Amounts you contribute to the JBT Corporation Savings and Investment Plan and;
- Amounts you use to pay for flexible and transit benefits on a pre-tax basis.

Your total annual earnings *do not* include:

- Certain bonuses such as hiring, referral, stay, or retention bonuses;
- Awards;
- Disability payments (other than state disability benefits as provided above);
- Workers' compensation benefits;
- Flexible credits for wellness awards or payments for opting out of benefits;
- Expatriate premiums, including completion of expatriate assignment bonuses;
- Grievance or settlement pay;
- Pay in lieu of notice, incentives for reduction in force and severance pay;
- Accrued (but not earned) vacation;
- Other special payments such as reimbursements, relocation or moving expense allowances;
- Amounts received as deferred compensation;
- Stock options or other stock-based compensation (except restricted stock as provided above);
- Other distributions that receive special tax benefits;
- Gross-ups;
- Other distributions that receive special tax benefits;
- Amounts paid by an Employer to cover an Employee's FICA tax obligation as to amounts deferred or accrued under a nonqualified retirement plan; and

Earnings in excess of the federally mandated limit (\$245,000 in 2009). This earnings limit may be indexed in the future.

Final Average Yearly Earnings

Final average yearly earnings means one-fifth of the sum of your earnings while an eligible employee in the 60 consecutive calendar months (excluding those months in which you had no earnings) of highest pay during your last 120 calendar months of employment. If you had a service break and had less than 60 consecutive months of earnings since your reemployment, your pre-break earnings months would be combined with your post rehire months for calculation of the 60 consecutive calendar months. For employees who retire or leave the company after January 12, 2006 earnings from the period of Long Term Disability are not included in the calculation of final average yearly earnings. If you were on Long Term Disability prior to January 12, 2006 and begin your retirement immediately after a period of long-term disability, you should ask JBT Pension Services for the date used to compute your final average yearly earnings. **No earnings after December 31, 2009 will be included in your final average earnings.**

Social Security Covered Compensation Base

Social Security Covered Compensation Base means the average of the maximum Social Security taxable wage bases for the 35-year period ending in the year in which you reach Social Security retirement age. Your Social Security retirement age varies (between 65 and 67), depending on the year you were born. Upon request, JBT Pension Services can give you a current Social Security covered compensation chart.

Vesting

Vesting means becoming entitled to a non-forfeitable benefit. You are vested if you leave JBT Corporation or its affiliates with five or more years of vesting service. You will also become vested if you reach age 65 while working for JBT Corporation or a participating company. Once you are vested, you are entitled to a future retirement benefit from the plan. Please refer to the section "**What 'Service' Means**" below.

What "Service" Means

Once you are a plan participant, your years of employment with JBT Corporation or a participating company become important in determining your eligibility for a benefit and the amount of your benefit. We measure your employment in terms of service to determine your *eligibility to receive a benefit*. To determine the amount of your benefit from the plan, we measure your period of employment in terms of *credited service*.

Years of Service and Your Vested Benefit

The years of service you have with JBT Corporation or any of its affiliates count toward your right to a vested benefit. A vested benefit is yours even if you leave before retirement. After five years of service you have a vested benefit.

Service means the time you spend working at JBT Corporation or its affiliates. In addition, you earn service while in qualified military service or on an approved leave of absence for temporary disability, while you are in pay status receiving JBT Corporation long-term disability benefits, maternity/paternity reasons, under the Family and Medical Leave Act of 1993, or during which you are paid.

Your service also includes any period following your termination of employment if you are rehired before you have a 12-month service break, and any other period required by a predecessor plan, or the uniform and nondiscriminatory rules of the plan. If you are rehired after a 12-month or more service break, your service before your termination will be added to your service after you are rehired, unless your service break was for five years or more (six years if the service break was due to a maternity or paternity leave).

Your years of service are calculated by adding up your calendar months of service and dividing by 12. Any partial month is counted as a whole month. Your service ends on the date you terminate employment. Service after December 31, 2009 will be included as vesting service for Plan participants.

Years of Credited Service

The years of credited service you have with JBT Corporation or any of its affiliates determines the amount of your pension benefit, as well as your eligibility for early retirement benefits. Credited service is counted in full and fractional years. A year starts on your date of employment or its anniversary.

Generally, you will earn credited service for the same period of employment used to measure service. However, credited service does not include:

- Service while you are not a participant in the plan;
- Any unpaid leave of absence, unless you return to work immediately after such leave and comply with all of the terms of the leave (Note: JBT Corporation has a general policy against unpaid leaves of absence);
- Any maternity or paternity leave of absence, unless you return to work within 12 months of the beginning of the leave; or
- Any period of service for which you accrued a benefit under any retirement plan of a predecessor of JBT Corporation or a participating company, including the following plans: Stearns Electric Company Profit Sharing Plan, Fritzke and Icke Employees' Savings and Profit Sharing Plan, Employees' Profit Sharing Plan of Industrial Brush Company, Wayne Manufacturing Company Profit Sharing Plan, Mojonner Bros. Co. Profit Sharing Plan, P.E. Van Pelt, Inc. Profit Sharing Plan, Lithium Corporation of America Retirement Plan (salaried employees), Elf Aquitaine Inc. Pension Plan, Frigoscandia Inc. Money Purchase Pension Plan, or Frigoscandia Inc. Retirement Plan: Pension Plan/401(k) Plan.
- **Any period of service after December 31, 2009.**



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If you interrupt your employment with JBT Corporation or a participating company, you may create a service break. During a service break you no longer are an active plan member and you do not earn service or credited service. A service break occurs when you terminate employment or retire. In addition, a service break occurs in these situations:

- If you do not make application to return to work within 90 days after completion of active military service and do not return to active employment while reemployment rights are protected by law, a service break will have occurred on the date of entry into military service.
- If you do not return to work at the end of an unpaid leave of absence of less than 12 months, a service break will have occurred on the date you violated the terms of your leave. Again, it is important to remember that JBT Corporation has a general policy against unpaid leaves of absence.
- If you do not return to work at the end of an unpaid temporary disability or maternity/paternity leave of absence of more than 12 months, a service break will have occurred as of the end of the initial 12-month period.

If you are not vested at the time of your break in service and you have a service break of less than one year, and you return to work, all of your prior service will be reinstated, along with the period of time you were not employed by JBT Corporation or a participating company.

If you are not vested at the time of your break in service and you have a service break of less than five years (six years if the service break was due to a maternity or paternity leave) and you return to work, all of your prior service will be reinstated, but you will not receive any credit for time you are not employed by JBT Corporation or a participating company.

The break-in-service provisions assume you were not fully vested at the time of your termination. If you are fully vested when you incur a break in service, you do not lose any credited service. The credited service you earned prior to your break in service is combined with the credited service you earn after your return to employment with JBT Corporation or a participating company.

For employees who retire or leave the company after January 12, 2006 service from the period of Long Term Disability is not included in the calculation of your benefit. If you were on Long Term Disability prior to January 12, 2006 and begin your retirement immediately after a period of long-term disability, you should ask JBT Pension Services for the date used to compute your service. Special rules apply to service breaks prior to January 1, 1985 and prior to January 1, 1976. You may contact JBT Pension Services at 1-866-681-6128 if you have questions regarding service breaks before such dates.

When You Can Retire

Normal Retirement

Generally, your normal retirement date is your 65th birthday if your birthday is the first of the month, or the first of the month after your 65th birthday. Your normal retirement date may be different if you qualify for certain protected benefits as described in the Special Plan Rules section of this summary plan description.

How Your Benefit is Determined

Your annual pension benefit is determined under this formula:

1.0% of your Final Average Yearly Earnings up to the Social Security Covered Compensation Base
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Plus



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1.5% of your Final Average Yearly Earnings in excess of the Social Security Covered Compensation Base
Times Your expected years of credited service at age 65 (to a maximum of 35 years)
PLUS
1.5% of your Final Average Yearly Earnings
Times Your expected years of credited service at age 65 in excess of 35 years
MULTIPLIED BY
The ratio of your actual years of credited service at your termination to your expected years of credited service at age 65

Normal retirement benefit payments begin on your retirement date and are paid to you monthly as long as you live. The actual dollar amount you receive each month depends on the form of payment you select.

Some Examples

Here's an example of how a normal retirement benefit is calculated:

Anne retires at 65 with 35 years of credited service with JBT Corporation. Her final average yearly earnings are \$40,000 and her Social Security Covered Compensation Base (SSCC) is \$33,060. She wants the retirement benefit to be paid for her lifetime only (individual life annuity form).

Step 1

\$ 33,060.00 (SSCC)
x 1.0%
\$ 330.60

Step 2

\$ 40,000.00 (Final Average Yearly Earnings)
33,060.00 (SSCC)

\$ 6,940.00
x 1.5%
\$ 104.10

Step 3

\$ 330.60
+ 104.10

\$ 434.70
x 35 (Years of Credited Service)

\$ 15,214.50



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Anne's annual retirement benefit from JBT Corporation is \$15,214.50

Here is another example. Let's assume Bud retires at age 65 with 15-1/2 years of service. His final average yearly earnings are \$25,000. Since the Social Security Covered Compensation Base amount of \$33,050 is greater than his final average yearly earnings, the benefit is simply calculated by multiplying 1.0% times his final average yearly earnings times years of credited service.

\$ 25,000.00 (Final Average Yearly Earnings)
x 1.0%

\$ 250.00
x 15.5 (Years of Credited Service)

\$ 3,875.00

Bud's annual retirement benefit from JBT Corporation is \$3,875.00

Early Retirement

You are eligible for early retirement and may elect to begin receiving your pension benefit if you are an active JBT Corporation employee when you reach age 55 with 10 or more years of vesting service. Age and service requirements may vary depending on your location. However, if you were a plan participant before January 1, 1984, the credited service requirement does not apply. You may be able to retire earlier if you qualify for certain protected benefits as described in the Special Plan Rules section of this summary plan description. If you are not eligible for early retirement, see the **"If You Leave Before Retirement"** section of this summary plan description.

Your early retirement benefit is calculated in the same way as for normal retirement, using your years of credited service and final average yearly earnings at the time your employment ends. Your payment may, however, be reduced as described below.

Payments may begin on the first day of the month after you retire, or on the first day of any later month. Generally, if payments begin before you reach age 62, your monthly benefit amount is reduced to take into account the longer payment period. The amount of the reduction is 4% for each year (1/3 of 1% for each month) that payments begin before age 62. You may have a different early retirement reduction if you qualify for certain protected benefits as described in the Special Plan Rules section of this summary plan description.

If you terminate before age 62, but postpone the start of benefit payments until age 62 or later, you avoid the early retirement reduction. If you postpone the start of your pension payments at termination and later want to change the age at which payments will begin, you may do so by contacting JBT Pension Services at 1-866-681-6128. If you terminate employment with JBT Corporation or an affiliate and you choose to postpone the commencement of your pension benefit, you will forfeit any retiree medical and life insurance benefits for which you and/or your dependents may otherwise be eligible. Contact JBT Pension Services at 1-866-681-6128 if you have questions about your early retirement benefits or your retiree medical and life insurance benefits. The dollar amount of your monthly pension depends on the form of payment selected and the date benefit payments begin. (See the **"How Benefits Are Paid"** section for more information.)

An Example

As an example, Ann Hill is retiring at age 61 with 25 years of credited service with JBT Corporation. Her years of expected credited service at age 65 is 29, her final average yearly earnings are \$40,000 and her Social Security Covered Compensation Base (SSCC) is \$33,060. Ann has decided to elect the individual life



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annuity payment form, which will pay benefits for her lifetime only. Ann wants her pension to begin immediately upon her early retirement.

<p>Step 1</p> <p>\$ 33,060.00 (SSCC) <u>x 1.0%</u></p> <p>\$ 330.60</p>	<p>Step 2</p> <p>\$ 40,000.00 (Final Average Yearly Earnings) <u>- 33,060.00 (SSCC)</u></p> <p>\$ 6,940.00 <u>x 1.5%</u></p> <p>\$ 104.10</p>
<p>Step 3</p> <p>\$ 330.60 <u>+ 104.10</u></p> <p>\$ 434.70 <u>x 29 (Years of Service)</u></p> <p>\$ 12,606.30</p>	<p>Step 4</p> <p>\$ 12,606.30 (Unreduced Benefit) <u>x 0.8621 (25/29)</u></p> <p>\$ 10,867.89</p>
<p>Step 5</p> <p>\$ 10,867.89 (Unreduced Benefit) <u>x 96% (Early Retirement Reduction)</u></p> <p>\$ 10,433.18</p>	

Ann's annual retirement benefit from JBT Corporation, reduced for early retirement, is \$10,433.18.

Deferred Retirement

If you retire after your normal retirement date, you will receive a normal retirement benefit beginning after you apply for benefits. You continue to accrue pension benefits after your normal retirement date as long as you remain employed by JBT Corporation or a participating company. Upon reaching age 65, the ratio of your actual credited service to your expected credited service at age 65 is fixed at one. You can apply for benefits by calling JBT Pension Services at 1-866-681-6128.

Benefit Limits

Under law, there are certain limits on benefits payable to employees. You will be notified if these limits apply to you.

How Benefits are Paid

The plan provides for various methods of payment of your pension benefits depending on your marital status when payments begin, and your elections at retirement. Regardless of the method of distribution, you will receive the actuarial equivalent of your accrued benefit, but the amount of your monthly benefit will vary depending on your distribution election.

Please read this section carefully so that you can choose the payment method that will best meet your needs.

You will receive additional information on your distribution options when you apply for pension benefits from JBT Pension Services. You should contact a financial advisor and/or tax attorney when making your distribution election. You cannot change your benefit election once benefit payments have begun. If you have questions, you can contact JBT Pension Services at 1-866-681-6128.

You should contact the JBT Pension Services well in advance of your intended retirement date. JBT Pension Services must receive your written benefit election and spousal consent, if necessary, at least 30 days prior to your retirement date.

Standard Payment Methods

Individual Life Annuity

If you are not married on the date payment begins, your benefit will be paid in the form of a life annuity unless you elect an optional form of distribution. This method pays the largest monthly amount because all of your benefits are paid for your lifetime only—payments do not continue to a beneficiary after your death.

50% Joint & Survivor Annuity

If you are married on the date payment begins, your benefit will be paid in the form of a 50% joint and survivor annuity unless you elect an optional form of distribution with your spouse's consent. This method pays you a reduced monthly benefit for your life, then continues payments equal to 50% of the amount you were receiving to your surviving spouse after your death.

Your monthly benefit under this payment method is actuarially reduced, because payments are expected to be made over two lifetimes instead of one. The amount of the reduction depends on your age and the age of your spouse at the time benefits begin. This reduction is in addition to any that is made for early retirement or payment of a vested benefit before age 65.

You may reject your standard payment method, in writing, during the 180-day period before you want payments to begin. If you are married, your spouse must consent to your election, in writing, in the presence of a notary public. Your optional distribution methods are described below. You may elect only one form of distribution.

Optional Payment Methods

You may have other optional payment methods in addition to those described below if you qualify for certain protected benefits as described in the Special Plan Rules section of this summary plan description. You will receive information about all of your payment options when you retire. You may also contact the JBT Pension Services at 1-866-681-6128 for more information.

Individual Life Annuity

This payment method, described above, may be chosen as an optional payment method if you are married.

50%, 75% or 100% Joint & Survivor Annuity

This annuity is similar to the 50% joint and survivor annuity described earlier, except that 50%, 75% or 100% (your choice) of your reduced benefit is continued to your surviving spouse or other named beneficiary—for his or her lifetime—after your death.



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You may name anyone as your beneficiary under this payment method. However, if you are married and wish to name someone other than your spouse as beneficiary, your spouse must consent to your election, in writing, in the presence of a notary public.

Level Income Option

(Available only for participants who are eligible for early retirement and are less than age 62 and are not receiving Social Security Disability benefits.) Vested terminees (employees who terminated before early retirement eligibility with at least five years of service) are not eligible for this option. Also, employees who are eligible for the "Rule of 65", as described in the Special Plan Rules section of this summary plan description are not eligible for a level income option.

The purpose of the level income option is to try to make your total income "level" throughout your retirement, both before and after Social Security benefits begin at age 62. This is accomplished by supplementing your annual pension benefit until age 62—at which time you are first eligible for Social Security benefits. At age 62, this supplement ends and your annual pension benefit is adjusted again so that your total annual benefits will be approximately equal to the total annual income you were receiving before age 62.

Benefits under this option are payable for as long as you live. Upon your death, no further benefits are payable to any survivors.

Here's an example of how this payment form works. Let's assume you are age 57 and entitled to an individual life annuity pension benefit of \$4,800 annually. Let's also assume that your estimated primary Social Security benefit at age 62 is \$6,600 annually. In this example, your pension benefit would be supplemented from age 57 until your 62nd birthday to provide a total annual benefit of \$9,180. Upon reaching age 62, your pension benefit would be reduced to \$2,580 annually. Keep in mind though, that at age 62 you begin receiving your annual Social Security benefit of \$6,600. Your primary Social Security benefit of \$6,600, along with your \$2,580 annual JBT Corporation benefit, total \$9,180 annually—the same total amount you were receiving before age 62.

Thus, your annualized income from both the plan and Social Security is equalized before and after age 62. Here is how it would look on a chart:

	Age 57 (Until 62nd Birthday)	Age 62 (And After)
JBT Corporation Annual Pension Benefit	\$9,180*	\$2,580**
Primary Social Security Annual Benefit	Not Payable	\$6,600
	\$9,180	\$9,180

*Individual life annuity annual pension benefit payable of \$4,800 plus supplement of \$4,380 annually.

**Individual life annuity annual pension benefit payable of \$4,800 less \$2,220 level income adjustment factor.

In calculating your Social Security benefit for this option, only the primary amount (the estimated amount you will be entitled to) is taken into consideration. Social Security benefits attributable to a spouse or other dependents are not included in this calculation and are payable in addition to whatever amount is paid. Future increases in Social Security benefits for you and/or your dependents also will not change your pension benefit.

An "estimated" primary Social Security amount will be used in the calculation of your level income option benefit. If you do not want to use an estimate, your actual salary history will be used in calculating your

estimated primary Social Security amount if you furnish JBT Pension Services your historical earnings figures from Social Security. In order to use these figures in the calculation, you must furnish them at the time you are applying for your retirement benefit. If you furnish the figures at a later date, your retirement benefits will not be adjusted.

If you are married, your spouse must consent in writing to your election of the level income option.

Payment of Small Amounts

If the lump-sum value of your normal retirement benefit is \$1,000 or less at the time you terminate employment, the plan automatically pays your benefit to you in a single lump-sum payment as soon as possible. You cannot defer this payment, but you can ask to have it directly rolled over to an IRA or another employer's qualified plan.

Commencement of Benefits

Unless you consent to a later distribution, you must begin receiving your benefits within 60 days after the later of the end of the plan year in which you terminate employment or reach your normal retirement date (as defined earlier). You will be deemed to have consented to defer your distribution until you call JBT Pension Services at 1-866-681-6128 to apply for retirement benefits. Generally, payment of your benefits must begin by April 1 of the calendar year after the later of the calendar in which you reach age 70-1/2 or retire. Special rules apply to you if you reached age 70-1/2 before January 1, 2000. You may contact JBT Pension Services regarding these rules if they apply to you.

If you begin receiving retirement benefits and return to work with JBT Corporation or a participating company, your retirement benefits may be suspended during your period of reemployment. You will receive information from JBT Pension Services if the suspension provisions apply to you.

If You Leave Before Retirement

You are eligible for vested benefits from this plan if you terminate employment before you are eligible for normal or early retirement and you have five or more years of service or if you are at least age 65, with or without five years of vesting service. "Vested" means the benefits are yours even though you have left JBT Corporation and its affiliates.

Amount of Vested Termination Benefits If You Do Not Qualify For Early Retirement

Your monthly pension is calculated using the rules and formula for normal retirement in effect when you left employment if you wait until your normal retirement date (as defined earlier) to start receiving benefits.

However, once you reach age 55 and have at least five years of credited service, you are eligible to receive your benefits early. Benefits may begin on the first of any month you select. If you decide to take your vested benefit early, contact the JBT Pension Services at 1-866-681-6128, 60 days before you want benefits to begin. Your monthly pension will be calculated and reduced for early payment. Generally, the reduction is 6% for each year (1/2 of 1% for each month) that payments begin before age 65. However, the reduction may be less if you qualify for the Rule of 65, as described below, or, if you qualify for certain protected benefits as described in the Special Plan Rules section of this summary plan description.

Rule of 65

If you are terminated due to a permanent reduction in force, or a permanent shutdown of either your business unit, plant, or division, **and** if your combined age and years of credited service equal at least 65, a 4% reduction (1/3 of 1% for each month) will be applied to each year that your benefit payments begin before you are age 62, instead of the 6% reduction described above. This provision does not apply in a sale,

partnership, or joint venture of any of JBT Corporation's assets, product lines, functions, facilities, or services, including those situations where an entity contracts to perform services formerly provided internally by JBT Corporation.

Forms of Payment

The standard and optional forms of payment apply as explained under the "**How Benefits Are Paid**" section of this summary plan description.

Pre-Retirement Survivor's Benefits

The purpose of the plan is to provide you with retirement income. However, the plan will also pay a benefit to your surviving spouse under certain circumstances. If you are vested and you die before payments begin, your spouse receives a monthly benefit for his or her lifetime.

The benefit payable to your surviving spouse is automatic. Therefore, no election forms need to be signed by either you or your spouse. Generally, if you are not married at the time of your death, no benefit is payable, although such benefit may be payable if you qualify for certain protected benefits as described in the Special Plan Rules section of this summary plan description.

Death before age 55 with at least 5 years service, or Death after age 55 with 5 but less than 10 years service

Your surviving spouse will receive a monthly pension for his or her lifetime beginning on the first of the month following the month in which you would have been age 55 or the first of the month following date of death, whichever is later, unless your spouse elects to commence distributions in a subsequent month which is not later than your normal retirement date.

The amount of benefit is calculated first, as a terminated vested retirement benefit, as described in the "**If You Leave Before Retirement**" section of this summary plan description. The calculation is based on your final average yearly earnings, age and years of credited service at the earlier of your termination of employment, or your death. The benefit is then adjusted by a factor based on your surviving spouse's age when you would have been age 55. Your spouse will receive 50% of such adjusted amount for life.

Death at age 55 or later with at least 10 years of credited service while actively employed

If you die after you have reached age 55 with at least 10 years of credited service and are still working for JBT Corporation or a participating company at your death, your surviving spouse will receive a monthly pension for his or her lifetime, beginning on the first of the month after your death. The amount of benefit is calculated first as an early retirement benefit, based on your final average yearly earnings, age and years of credited service at death. The early retirement benefit is then adjusted by a factor based on your age and the age of your spouse at death. Your spouse will receive 50% of such adjusted amount for life.

If you are age 55 and have 10 or more years of credited service, you may designate someone other than your spouse as your survivor eligible for this benefit. Such designation must be made in writing. You should contact the JBT Corporation Benefits Service Center at 1-866-589-2860 to obtain the appropriate forms for such designation. However, you may not designate more than one person or your estate. If you are married, your spouse must consent in writing if he or she is not the designated survivor. You may change your designated survivor at any time or name a new person in the event of the survivor's death. If your designated survivor is not living at the time of your death, and you are not married, no benefit is payable.

When you attain age 55 and have 10 years of credited service, you can designate your survivor during the benefit open enrollment period or any time during the year. If you designate someone other than your

spouse you can print out the spousal consent form from the Benefits menu or call the Benefits Service Center at the number above. Select Benefits Enroll on the Self Service menu.

Special Plan Rules

There are certain provisions of the plan that apply to certain small groups of participants generally because of their participation in prior plans. This section describes those special rules. If you think you may qualify for the special rules, you should review the following sections carefully to determine if any such rules apply to you. If you have any questions, please contact JBT Pension Services at 1-866-681-6128.

Jetway Systems Division

The following rules apply to you if you are a current or former salaried and nonunion hourly employee of the FMC Corporation Jetway Systems Division and you participated in the Pneumo Abex Corporation Retirement Income Plan ("Pneumo Abex Plan") before May 27, 1994.

Special Normal Retirement Benefit

Your monthly normal retirement benefit will be no less than the normal retirement benefit you would have been entitled to under the Pneumo Abex Plan if you had terminated employment immediately prior to May 27, 1994.

Special Early Retirement Date

You may retire early and elect to begin receiving your benefit as described in the **"When You Can Retire"** section of this summary plan description, or, if earlier, as of the date you terminate employment for a reason other than death if you are at least 55 and have 10 years of vesting service, if you were hired before age 35 and before January 1, 1989 and the sum of your age and years of vesting service is at least 75, or if you were entitled to an early retirement benefit under the Pneumo Abex Plan.

Special Early Retirement Reduction

If you participated in the Retirement Plan for Salaried Employees of Abex Corporation before January 1, 1989, were hired before age 35 and before January 1, 1989 and accrue total years of age and vesting service at early retirement equal to at least 75, your early retirement benefit will be reduced by 1/3 of 1% for each month payments are made before you reach age 65.

Special Termination Benefit

If you terminate employment before you are eligible for normal or early retirement for a reason other than death and had accrued at least 10 years of vesting service, you may elect to begin receiving your benefit, subject to early retirement reduction, as early as the date you reach age 55.

Special Vesting Rules

You are fully vested in the benefit accrued under the Pneumo Abex Plan. For purposes of vesting, your employment commencement date is the date you began vesting service under the Pneumo Abex Plan.

Special Distribution Rules

In addition to the optional forms of benefit described in the **"How Benefits Are Paid"** section of this summary plan description, you may elect to receive your benefit [accrued under the Pneumo Abex Plan] in the following form:

Life and 10 Year Certain Annuity – A Life and 10 Year Certain Annuity is an immediate annuity which provides a smaller monthly amount for your life. If you die before receiving 120 monthly payments, the annuity will continue in the same amount for the remainder of the 120-month term to your spouse or properly designated beneficiary.

Stein

The following rules apply to you if you were a participant in the Retirement Plan for Employees of Stein ("Stein Plan") prior to June 1, 1997.

Special Normal Retirement Benefit

Your monthly normal retirement benefit will be no less than the normal retirement benefit you would have been entitled to under the Stein Plan if you had terminated employment immediately prior to June 1, 1997.

Special Vesting Rules

You are fully vested in the benefit accrued under the Stein Plan. For purposes of vesting, your employment commencement date is the date you began vesting service under the Stein Plan.

Special Distribution Option

In addition to the optional forms of benefit described in the "**How Benefits Are Paid**" section of this summary plan description, you may elect to receive your benefit [accrued under the Stein Plan] in the following form:

Life and 5 Year Certain Annuity – A Life and 5 Year Certain Annuity is an immediate annuity which provides a smaller monthly amount for your life. If you die before receiving 60 monthly payments, the annuity will continue in the same amount for the remainder of the 60-month term to your spouse or a properly designated beneficiary.

Moorco International, Inc.

The following rules apply to you if you were a participant in the Moorco International Inc. Retirement Income Plan ("Moorco Plan") prior to July 1, 1997.

Special Normal Retirement Benefit

Your monthly normal retirement benefit will be no less than the normal retirement benefit you would have been entitled to under the Moorco Plan if you had terminated employment immediately prior to July 1, 1997.

Special Early Retirement Date

You may retire early and elect to begin receiving your benefit as described in the "**When You Can Retire**" section of this summary plan description, or, if earlier, the date you terminate employment for a reason other than death if you are at least 55 and have 10 years of vesting service, or, if you were entitled to an early retirement benefit under the Geosource Inc. Retirement Income Plan.

Special Early Retirement Reduction

If you participated in the Moorco Plan before July 1, 1997, and attained age 55 with at least 10 years of vesting service, your early retirement benefit will be reduced by 0.25% for each of the first 60 months, and by 0.5% for each subsequent month payments are made before you reach age 65.

Special Vesting Rules

You are fully vested in the benefit accrued under the Moorco Plan. For purposes of vesting, your employment commencement date is the date you began vesting service under the Moorco Plan. For purposes of vesting, you will be credited with the number of full years of vesting service with which you were credited under the Moorco Plan, plus the greater of (a) 6 months of vesting service, and (b) if you accrued 1,000 hours of service under the Moorco Plan between January 1, 1997 and June 30, 1997, 1 year of vesting service.

Special Distribution Option

In addition to the optional forms of benefit described in the "**How Benefits Are Paid**" section of this summary plan description, you may elect to receive your benefit [accrued under the Moorco Plan] in the following form:

Life and Term Certain Annuity – A Life and Term Certain Annuity is an immediate annuity which provides a smaller monthly amount for your life. If you die before the annuity has been paid for a period of the term you choose at distribution, the annuity will continue in the same amount for the remainder of such term to your spouse or a properly designated beneficiary. You can choose a term certain of 60, 120, 180 or 240 months, so long as the term certain does not exceed the joint life expectancies of you and your joint annuitant.

Special Death Benefit

If your preretirement survivor's benefit is not payable to your spouse at your death, and if you die on or after your early retirement date, your beneficiary will be entitled to a death benefit consisting of monthly payments made for a period of 60 months, beginning as of the first day of the month coincident with or next following the month in which you die. The amount of the monthly payment will be equal to the monthly payment to which you would have been entitled if you had retired on the day before your death and had elected to receive only your Moorco Plan benefit in the form of an immediate Life and Term Certain Annuity with a term certain of 60 months.

Smith Meter, Inc.

The following rules apply to you if you were a participant in the Smith Meter, Inc. Salaried Retirement Plan ("Smith Plan") prior to July 1, 1997.

Special Normal Retirement Benefit

Your monthly normal retirement benefit will be no less than the normal retirement benefit you would have been entitled to under the Smith Plan if you had terminated employment immediately prior to June 1, 1997.

Special Normal Retirement Date

Your normal retirement date is the earlier of your 65th birthday and the date you terminate employment on or after age 62 if you have at least 10 years of vesting service.

Special Early Retirement Date

You may retire early and elect to begin receiving your benefit as described in the "**When You Can Retire**" section of this summary plan description, or, if earlier, the date you terminate employment for a reason other than death if you are at least age 57 and have 10 years of vesting service, or, if you were entitled to

an early retirement benefit under the Geosource Inc. Smith Meter Systems Division Salaried Retirement Income Plan.

Special Vesting Rules

You are fully vested in the benefit accrued under the Smith Plan. For purposes of vesting, your employment commencement date is the date you began vesting service under the Smith Plan. For purposes of vesting, you will be credited with the number of full years of vesting service with which you were credited under the Smith Plan, plus the greater of (a) 6 months of vesting service, and (b) if you accrued 1,000 hours of service under the Smith Plan between January 1, 1997 and June 30, 1997, 1 year of vesting service.

Special Distribution Rules

In addition to the optional forms of benefit described in the "**How Benefits Are Paid**" section of this summary plan description, you may elect to receive your benefit [accrued under the Smith Plan] in the following form:

Life and Term Certain Annuity – A Life and Term Certain Annuity is an immediate annuity which provides a smaller monthly amount for your life. If you die before the annuity has been paid for a period of the term you choose at distribution, the annuity will continue in the same amount for the remainder of such term to your spouse or a properly designated beneficiary. You can choose a term certain of 60, 120, 180 or 240 months, so long as the term certain does not exceed the joint life expectancies of you and your joint annuitant.

If you continue in employment after reaching your normal retirement age, as described above, you may begin receiving your benefit [accrued under the Smith Plan] on or after your normal retirement date.

Special Death Benefit

If your preretirement survivor's benefit is not payable to your spouse at your death, and if you die on or after your early retirement date, your beneficiary will be entitled to a death benefit consisting of monthly payments made for a period of 60 months, beginning as of the first day of the month coincident with or next following the month in which you die. The amount of the monthly payment will be equal to the monthly payment to which you would have been entitled if you had retired on the day before your death and had elected to receive only your Moorco Plan benefit in the form of an immediate Life and Term Certain Annuity with a term certain of 60 months.

Certain Participants Who Retired or Reached Age 65 Prior to July 1, 1978

If you retired or reached age 65 (and continued in employment) before July 1, 1978, certain increases may apply to monthly benefit payments made to you, your joint annuitant or your beneficiary beginning on and after November 1, 1979.

Certain Participants Who Were Eligible for the Plan prior to January 1, 1984

Prior to January 2, 1984, the plan had a 5 year certain benefit. If you retired prior to January 2, 1984 and began receiving your retirement benefits in the form of an individual life annuity or a joint and survivor annuity at normal, early or deferred retirement (but not including a terminated vested benefit) and die before you (or you and your joint annuitant) have received 60 monthly payments, your beneficiary will receive the same benefits (other than any amounts attributable to employee contributions) that you were receiving until the number of monthly payments made to you (or you and your joint annuitant) and your beneficiary equals 60. If you were a participant in the plan prior to January 2, 1984, but did not retire until after January 1, 1984, you will receive your benefits without the 5 year certain benefit described above, but your benefits will not be less than the actuarial equivalent of the retirement benefits you had accrued under

the plan as of January 1, 1984 (based upon your final average monthly earnings as of that date) payable with the 5 year certain benefit.

A Few Words Regarding Taxes

Tax laws are complicated, and they affect each person differently. Before you elect to receive your plan benefits, you may want to talk to a tax specialist for information on how your benefits are taxed. You will receive information from JBT Pension Services on these rules when you apply for retirement. Please refer to the "Special Tax Notice Regarding Plan Payment" that you receive from JBT Pension Services.

In general, pension benefits are considered taxable income in the year you receive them. Federal laws (and some state laws) require the plan to withhold taxes before your benefits are paid to you, unless you elect otherwise. You also may be responsible for paying additional taxes at tax time.

Neither JBT Corporation, nor any employee or representative of JBT Corporation or its affiliates can advise you on the tax effect of your retirement decisions.

Receiving Your Benefits

JBT Corporation will not notify you when you are eligible for retirement benefits. If you want to apply for normal, early retirement or vested retirement benefits, you must contact JBT Pension Services at 1-866-681-6128.

You, your survivor or beneficiary must contact JBT Pension Services at 1-866-681-6128 to receive benefits. At least 60 days advance written notice is required before benefit payments can begin.

You, your spouse, or your designated beneficiary may be required to furnish satisfactory proof of age and marital status before benefits are paid. (Please see the "**When Benefits Start**" section of this summary plan description.)

If a Claim is Denied

If your benefit is denied in full or in part, you or your beneficiary will receive a written notice from JBT Corporation within 90 days (or 180 days if additional time is needed to make a decision) of the time you first filed the claim. The notice explains the reasons for denial and refers to the part of the plan on which the denial is based. The notice also explains how the plan reviews claims and explains the appeal procedure. If any additional material is required to correct the claim, the notice will explain what material is needed and why. If you do not receive a written response to your claim within 90 days (or 180 days if the Plan Administrator has informed you that additional time is needed to make a decision on your claim), your claim will be deemed denied. If your claim is denied (or deemed denied) you may have your claim denial reviewed.

You or your beneficiary can appeal a claim that is denied and will receive a full and fair review by the plan administrator's claim appeals committee. The committee is made up of three or more persons appointed by JBT Corporation. You or your representative may review any documents that are related to the claim.

The appeal must be requested and any comments submitted in writing to:

Employee Benefits Plan Committee
JBT Corporation
70 West Madison, Suite 4400
Chicago, IL 60602

You must submit a written request for an appeal within 60 days after receiving a denial notice, or after your claim is deemed denied, or JBT Corporation's decision will be final.

You or your beneficiary will receive a written decision on the appeal after the next quarterly meeting of the committee, unless the request is received within 30 days before a quarterly meeting, in which case, the decision will be given after the second quarterly meeting following receipt of the request (unless additional time is necessary because of special circumstances, such as the need to hold a hearing). If special circumstances, such as a hearing, require additional time for the appeal review, you or your beneficiary will be notified in writing; the decision will then be given after the third quarterly meeting following the date the request was first received.

All decisions of the committee are final.

Situations That Could Affect Your Benefits

Some situations could affect or delay your plan benefits:

- If you fail to make proper application for benefits or fail to provide necessary information, your benefits could be delayed.
- If you or your spouse does not meet all of the eligibility requirements for benefits—as explained earlier in this material—you or your spouse will not receive them.
- If you work beyond your normal retirement date:
 - You continue to earn additional credited service after your normal retirement date.
 - You can retire on any date you decide.
 - Your pension will be calculated in the same way as a normal retirement pension, based on your earned credited service and your final average yearly earnings on your actual retirement date.
- If you retire, then return to active employee status, the payment of your pension may be suspended.
- If you were formerly a member of another FMC Corporation plan providing retirement benefits, any service credit you receive while eligible for that plan will not be included in your credited service under this plan.
- The plan is intended to qualify under the Internal Revenue Code as eligible for favorable tax treatment. Any amendments necessary to receive and/or maintain that qualification will be made.
- The IRS sets maximum limits on the benefits you can receive. These limits generally apply to higher-paid employees. You will be notified if they affect you.
- No one can assign, alienate, or option their interest or property rights under this plan either voluntarily or involuntarily except as specified by a qualified domestic relation order. Following legal guidelines, the plan administrator (or its representative) will determine whether a domestic relation's order is qualified. You may obtain a copy of the plan's procedures governing qualified domestic relations orders from JBT Pension Services.

Funding Based Restrictions on Plan Benefits

Effective Jan. 1, 2008, as required by the Pension Protection Act of 2006, the Pension Protection Act of 2006 imposed the following benefit restrictions on the Plan during any period when its funded status is less than described below on an Adjusted Funding Target Attainment percentage ("AFTAP") basis:

- **Accelerated benefit distributions** — When the AFTAP funding percentage is below 80%, no more than 50% of your benefit under the Plan or the present value of the maximum PBGC guaranteed benefit, whichever amount is smaller, can be paid in a form other than a life annuity. When the AFTAP funding percentage is below 60%, no Plan benefits may be paid in a form other than a life annuity. During any period that the Company is in Title 11 bankruptcy, no Plan benefits may be paid in a form other than a life annuity, unless the AFTAP funding percentage is at least 100%.

- **Plan amendments** — No Plan amendment that increases benefits, establishes new benefits, or changes benefit accruals or vesting can take effect unless the Plan's AFTAP funding percentage (calculated after taking into account the impact of the amendment) is at least 80%.
- **Benefit accruals** — No benefits may be accrued under the Plan during any period when the Plan's AFTAP funding percentage is less than 60%.
- **Contingent event benefits** — No unpredictable contingent event benefits may be paid under the Plan during any period when the Plan's AFTAP funding percentage (calculated after taking into account the impact of such benefits) is less than 60%.

The Plan's AFTAP is reported in the annual funding notice provided to participants each April.

If the Plan Becomes "Top-Heavy"

The plan is considered "top-heavy" when 60% or more of the benefits from the plan are payable to certain highly paid employees. It is unlikely that this plan will ever become top-heavy, but, if it does, special rules apply, and you will be notified.

If the Plan is Ended or Modified

The plan is expected to be permanent, but JBT Corporation retains the right to amend or terminate the plan, subject to its collective bargaining agreements.

If the plan is terminated, your benefit is protected in several ways. First, you would become fully vested in your accrued benefit, regardless of your years of service. Trust fund assets would be used to provide benefits to retirees (or beneficiaries) and to active participants. The trust assets will be distributed in accordance with the plan and the law.

Pension Benefit Guaranty Corporation (PBGC)

The Employee Retirement Income Security Act of 1974 also provides protection for your benefit. This law established a government insurance company—the Pension Benefit Guaranty Corporation (PBGC)—to protect benefits promised to plan participants. Benefits under your plan are insured by the PBGC if the plan terminates.

Generally, the PBGC guarantees most vested normal-age retirement benefits, early retirement benefits, and certain disability and survivor's pensions. However, the PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations. The PBGC guarantees vested benefits at the level in effect when the plan terminated. However, if a plan has been in effect less than five years before it terminates or if the benefits have been increased within the five years before plan termination, the whole amount of the plan's vested benefits for the benefit increase may not be guaranteed. In addition, there is a limit on the amount of monthly benefit the PBGC guarantees; the limit is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, you may contact the plan administrator. Inquiries may also be made directly to the PBGC at:

1200 K Street N.W.
Washington, D.C. 20005-4026

The PBGC may be reached by calling 1-800-400-7242.

Mergers, Consolidations, or Transfers

No merger, consolidation or transfer of assets, or liabilities of the plan will affect the benefit you have earned at that time.

Implied Promises

Nothing in this summary plan description says or implies that participation in this plan is a guarantee of continued employment with JBT Corporation or its affiliates, or guarantee that contribution levels will remain unchanged in future years.

Administration

JBT has appointed certain individuals to a plan committee known as the Employee Benefits Plan Committee (the "committee"). The committee, its Investment Committee and its other delegates, are responsible for the administration of the plan. Certain administrative functions have been delegated to other individuals or entities. Administrative expenses will be paid from the plan to the extent not paid by JBT.

Other Information About the Plan

This is a summary of the plan document that governs the plan. It is not intended to be a complete plan document. Continual changes in the law affect the rules governing your benefits, and unanticipated situations may arise. Every effort has been made to ensure the accuracy of this material. However, if there is a conflict between this material and the official plan documents, the plan documents will control. The Plan Administrator has absolute discretionary authority to determine eligibility and benefits and to construe the terms of the plan. If you are dissatisfied about any decision made about your benefits and your rights in the plan, use the procedures for reviewing your claim, described above.

Your Rights Under ERISA

Regulations of the U.S. government require that this summary plan description include the statement that appears below. The statement was drafted by the government and is reproduced here without change except for certain additional information supplied under "Assistance with Your Questions." Neither the Company nor the Plan Administrator or its delegates can take any responsibility whatsoever for the accuracy or completeness of any assertion in the statement. The statement is made to you by the federal government, not by the Company, the Plan Administrator, or any of their delegates.

"As a participant in the JBT Corporation Savings and Investment 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 shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. Obtain, upon a written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The administrator may make a reasonable charge for the copies. 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. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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 every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, 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 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.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report 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 which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, 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 a 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 have 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.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor. The toll-free participant assistance telephone number is 1-866-444-3272. You may also contact the EBSA in writing at the following address: Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. Electronic inquiries can be made at www.askebsa.dol.gov. The Web site address for the Employee Benefits Security Administration is www.dol.gov/ebsa. You may also obtain a publication about your rights and responsibilities under ERISA, entitled "What You Should Know About Your Pension Rights," by searching the EBSA Web site or by calling 200-693-8864.