Set your future in motion

FDIC Savings Plan

FDIC

SUMMARY PLAN DESCRIPTION

HIGHLIGHTS

Plan Features		*Plan Provisions*
Eligibility	All full-time, temporary, and part-time employees with a regularly scheduled tour of duty	You may enroll in the Plan upon receipt of your enrollment kit from T. Rowe Price. You will receive Agency matching contributions beginning with the thirteenth payroll period after your initial employment with the FDIC, providing you are still an employee and contributing to the Plan.
Contributions	Salary deferral payroll deductions	Contributions are made through salary deferral on a pretax basis, after-tax basis (Roth contributions), or both (up to the Plan limits or IRS annual limits). Pretax contributions immediately reduce your federal and, except for Pennsylvania, state income taxes. All investment earnings are tax-deferred.
	Agency matching	Once eligible, FDIC will match your salary deferral contributions dollar for dollar up to 5% of your Adjusted Basic Pay.
	Rollovers	The Plan accepts rollovers from other qualified plans.
Age 50 Catch-Up Contributions	Catch-up contributions	Employees who reach age 50 by the end of the calendar year, and who contribute the maximum salary deferral contributions allowed under the Plan and/or IRS rules, may contribute through payroll deduction an additional sum to the Plan. Contributions are made on a pretax or after-tax basis.
Vesting	Acquiring ownership of the money in your Employer Matching Account	You are fully vested in your contributions and your agency matching contributions at all times.
Flexibility	Account exchanges	You may change your investment fund selection for future contributions and move your investments to different funds daily (subject to any trading limitations stated in the fund prospectus).
	Contribution changes	You may change or cancel the amount you contribute at any time.
Investments	28 investment choices plus a "mutual fund window"	The FDIC savings plan offers three "paths" to save for retirement. Included within these paths are 28 different investment options managed by T. Rowe Price. You can choose investments that best suit your personal long-term financial goals. Investments may also be made through T. Rowe Price's TradeLink® service.
Loans	Borrowing funds from your own account	Access Loan-by-Phone at **1-800-922-9945** or visit the ***my***RetirementPlan Web site at **rps.troweprice.com**. Interest rates are based on T. Rowe Price's Summit Cash Reserves Fund's seven-day dividend yield. Loan principal and interest are repaid to your own account through payroll deduction.
Withdrawals	Events permitting withdrawals	Termination of employment, death, disability, retirement, financial hardship, age 59½, or after five years of participation.

TABLE OF CONTENTS

ELIGIBILITY

All full-time, temporary, and part-time FDIC employees with a regularly scheduled tour of duty are eligible to enroll in the Plan. Newly eligible employees must contact T. Rowe Price to enroll. Payroll deductions are effective for the pay period following enrollment.

IMPORTANT

Enrollment for the FDIC Savings Plan is not automatic. An employee must call T. Rowe Price at **1-800-922-9945** or visit the ***my***RetirementPlan Web site at **rps.troweprice.com** to enroll.

Right of Corporation to Amend or Terminate the Plan

While it is the intention of the Corporation to continue the Plan indefinitely, the Corporation reserves the right to terminate its contributions or modify, amend, or terminate the Plan in whole or in part at any time. You will be 100% vested in the event of termination of the Plan.

FOUR SOURCES OF CONTRIBUTIONS

Salary Deferral Contributions

You may defer from 1% to 10% (in increments of 1%) of your biweekly Adjusted Basic Pay. Your salary deferrals are deducted from your pay on a pretax and/or Roth (after-tax) basis and are invested in the funds you selected.

FDIC Matching Contributions

Beginning with the thirteenth payroll after your initial employment, and providing you are still an employee and participating in the Plan, the Corporation will begin matching 100% of the first 5% of Adjusted Basic Pay deferred. The matching contributions are contributed biweekly and held in your Employer Matching Account. The matching contributions are invested in the same funds you selected for your Salary Deferral Account. Although you may choose to defer more than 5% (up to a maximum of 10%), the FDIC will not match this additional amount.

Following the end of the plan year, a test is completed to ensure that FDIC Savings Plan participants received the full amount of agency matching contributions in accordance with the Plan Document. If it is determined that a participant did not receive the full amount of agency matching contributions, an agency true-up contribution is made to the participant's FDIC Savings Plan account.

Qualified Rollovers

If you are an employee of FDIC who participated in a qualified retirement plan with a prior employer, you can exercise a rollover of all taxable amounts and Roth contributions payable to you from your former plan. Rollovers may be made either by direct transfer or within 60 calendar days after you receive your distribution from the other plan.

Age 50 Catch-Up Contributions

If you are an employee who is at least 50 years old at any time during the year, you may be eligible to defer, on a pretax and/or post-tax basis, additional contributions to your FDIC Savings Plan account. You must have first elected to defer the maximum salary deferral contributions before you may elect to contribute these additional funds. In other words, you must either (1) elect to contribute 10% to the FDIC Savings Plan or (2) elect to contribute an amount to both the FDIC Savings Plan and the Federal Thrift Savings Plan (TSP) that will allow you to reach the maximum IRS 401(k) annual dollar limit to both plans before the end of the tax year. (See next section for details about the IRS 401(k) annual dollar limit.)

- **IRS 401(k) Annual Dollar Limit**

There is a calendar year dollar limit on the amount you can contribute as salary deferrals for all plans in which you participate. This includes the FDIC Savings Plan and the Federal Thrift Savings Plan, as well as any other plans to which you contribute based on non-FDIC employment.

- **415 Annual Additions Limit**

The 415 Annual Additions Limit considers both your contributions, as well as the FDIC's contributions, to the following:

- FDIC Savings Plan (but excluding Age 50 Catch-Up Contributions)
- Federal Thrift Savings Plan[1]
- Civil Service Retirement System[1]
- Federal Employees' Retirement System[1]

As a general guideline, the 415 Annual Additions Limit will not restrict your contributions to the FDIC Savings Plan and/or the Federal Thrift Savings Plan.

Current IRS contribution limits are available on the Benefits for Employees web page located on the FDICnet.

[1] *Only your own contributions are considered annual additions.*

Changes to Your Contributions

Once you enroll in the Savings Plan, you can change the percentage you are contributing as follows:

- You can cancel salary deferral contributions at any time. The cancellation will be effective the pay period after notifying T. Rowe Price. If you cancel all contributions, you may start contributing again at any time.
- You can increase or decrease your contributions at any time. The increase or decrease will be effective the pay period after notifying T. Rowe Price.
- If eligible to elect Age 50 Catch-Up Contributions, you can elect to begin, increase, or decrease the bi-weekly deduction amount or cancel contributions at any time.

To change or cancel your contribution amount call the T. Rowe Price Plan Account Line at **1-800-922-9945** or visit the ***my***RetirementPlan Web site at **rps.troweprice.com**.

Changes to Your Address

Notice of Address. Active employees are required to use Employee Express or the NFC Employee Personal Page (EPP) to make a change to their home address. Once the change is processed through Employee Express or EPP, it will automatically be updated with T. Rowe Price. Employees may access Employee Express via the FDICnet at www.employeeexpress.gov or the EPP at www.nfc.usda.gov. Separated employees should contact the T. Rowe Price Plan Account Line at **1-800-922-9945** to change their home address. Any communication, statement, or notice addressed to such person at such address shall be deemed sufficient for all purposes of the Plan, and there shall be no obligation on the part of the Employer, the Committee, or the Trustee to search for, or to ascertain the location of, such person.

VESTING

Vesting is the process of acquiring ownership of the money in your Savings Plan Account. Vesting determines what percentage of the account you own. You are always 100% vested in your Salary Deferral Account, your Roth Elective Deferral Account, your Rollover Account, and your Employer Match Account.

LOAN FEATURES

This Plan allows you to borrow vested funds from your account without incurring a tax liability. Loans thereby give you greater access to your money, more flexibility in managing your money, and expanded opportunity to take advantage of current tax laws while you save for your future.

Provisions of the FDIC Savings Plan Loan Program

How to Apply	Loan-by-Phone. Call T. Rowe Price at **1-800-922-9945** or access your account through the ***my***RetirementPlan Web site to initiate a loan.
Eligibility	You need an account balance of at least $1,000 and must be currently employed by FDIC.
Purpose	There are no restrictions on the purposes for which the loan is used.
Minimum Loan Amount	$1,000
Maximum Loan Amount	The maximum amount you may borrow is 100% of your account balance if that balance is $10,000 or less. If your account balance exceeds $10,000, the maximum amount you may borrow is $10,000 or 50% of your account balance, whichever is greater, but not to exceed $50,000 reduced by the highest balance of any outstanding loan(s) from both the FDIC Savings Plan and the Federal TSP during the prior 12 months. *Example:* Your total account balance is $12,500. The greater of $6,250 (50% of $12,500) or $10,000 is $10,000. Therefore, the maximum amount you can borrow is $10,000. *Example:* On 4/15/2006 you borrow $30,000. On 4/14/2007 the outstanding loan balance is $25,000. On 4/15/2007 you want to borrow another $25,000. Can you? **NO.** The maximum you can borrow is $20,000 ($50,000 - $30,000). *The maximum loan amounts apply to all loan programs sponsored by the Corporation. For this purpose, the Federal Thrift Savings Plan Loan Program is treated as a loan program sponsored by FDIC.*
Number of Loans	The maximum number of outstanding FDIC Savings Plan loans that you may have at any one time is two. In addition, there must be a 30-calendar-day waiting period from the time you pay off an existing loan until the time you initiate a new loan.

Interest Rate Loan interest rates are based on T. Rowe Price Summit Cash Reserves Fund's seven-day simple rate in effect on the day you initiate a loan. Interest you pay is credited to your account and is not tax-deductible, even if the loan is for the purchase of a home.

Repayment of Loans All loans, except those to be used toward the purchase of a primary residence, must be repaid in four years, with extensions up to a total of five years for missed payments. By law, all loans must be repaid within five years. The only exception to this five-year payback requirement is when the loan is for the purchase of your primary residence.[2] Loans may then be repaid within 15 years but may be extended up to a total of 18 years for missed payments. The fifth year of a nonresidential loan and the sixteenth, seventeenth, and eighteenth years for residential loans will be approved, consistent with the provisions outlined on page 7 in the Missed Payments section. Extensions are granted only when a period of missed payments is 90 calendar days or less. This could occur if you are on leave without pay (LWOP). A request for a loan to help finance the immediate purchase of your primary residence **must** be accompanied by a signed copy of the purchase agreement or construction contract.

Loan payments are made in substantially equal installments through biweekly payroll deduction; these deductions will continue until the loan has been repaid. (On your Statement of Earnings and Leave, your loan repayment will be shown under code 8850, TSP Loan Repay Non Fed.)[3] No partial payments will be accepted, and no loan may be made for less than one year. You may repay the full balance of an outstanding loan at any time or make additional payments in increments of the biweekly payroll deduction amount. You must contact T. Rowe Price at **1-800-922-9945** to initiate a loan payoff, or visit the Web site at **rps.troweprice.com** to obtain a form to make additional payments. A loan payoff will generally take one to two pay periods to finalize. If a participant who obtains a loan from the Plan subsequently performs service in the uniformed services (as defined in Chapter 43 of title 38, United States Code), loan repayments shall be suspended during the period of military service.

[2] *Your primary residence can be a house, condominium unit in a cooperative housing corporation, townhouse, houseboat, or house trailer, but it must be used as your principal residence. You are responsible for providing proof that the loan is for your primary residence. Documentation showing the sale or rental of existing primary residence will be acceptable proof. Your primary residence must be purchased (in whole or part) by you. By law, you may use a residential loan for constructing a new residence, but you may not use it to refinance an existing mortgage, to pay for renovation or improvements, to purchase a second home, or to refinance or purchase a home or home improvements for other family members. Loans requested for these latter purposes will be subject to the four-year repayment requirement.*

[3] *Your loan payment will be deducted from your salary check every two weeks on an after-tax basis. This means that you have paid taxes (both federal and state) on this amount. This differs from your regular contributions to the Savings Plan, which are taken from your gross pay before federal and state taxes are deducted.*

Reamortization You may also request reamortization of a loan in order to shorten or lengthen the repayment schedule within applicable time limits. When a loan is reamortized, you can only reamortize the outstanding loan balance. Your loan balance remains the same, and the *original* interest rate is used. Your payments are simply recalculated based on a new time frame or a new balance because of interest or missed payments. Loans may be reamortized no more frequently than once in a 12-month period, with the 12-month cycle commencing on the date a reamortization agreement is approved. If you wish to reamortize a loan, you must contact the Benefits Hotline at 1-877-334-2111 or forward an e-mail to fdic@basusa.com so that a new payment schedule, loan agreement, and payroll deduction authorization can be prepared.

Order of Withdrawal Money to satisfy a loan request is withdrawn in the following account order: Salary Deferral Account, Employer Matching Account, and Rollover Account.

Order of Repayment Loan repayments are reinvested in accordance with the participant's investment elections in effect at the time of repayment. Loans are repaid by level deductions from your salary each pay period in accordance with the loan amortization schedule.

Missed Payments Depending on the number of payments you miss and other factors:

- The loan payment schedule may be extended by the number of missed payments.

  A loan repayment schedule can be extended only when a period of missed payments is 90 calendar days or less (e.g., you are on LWOP for 60 calendar days). Each time this happens, your payment schedule will be lengthened accordingly, up to five years for nonresidential loans and up to 18 years for a primary residence loan. **If you cannot repay your loan within the five-year or 18-year limit (even if you are in a pay status and wish to reamortize), you will be required to take a taxable distribution of your loan balance or repay it in full.**
- The loan may be reamortized. When a period of missed payments is longer than 90 calendar days but less than one year, you must reamortize your loan or repay the outstanding loan balance in full. If you cannot repay the loan in full or reamortize it because reamortizing would cause loan repayment to extend beyond the five-year or 18-year limit, you will be required to take the unpaid balance as a taxable distribution. **If you are in a nonpay status for more than one year, leave the Corporation, or retire, you must repay the balance within 60 calendar days or otherwise default and take the loan as a taxable distribution.** If you die before the loan is repaid in full, the balance is treated as a taxable distribution to your estate. A distribution due to death, received at or after age 59, or made following retirement or other termination of employment after attainment of age 55 is not subject to the additional 10% penalty tax for early withdrawal.
- The loan may be repaid in full.

- The loan will be declared in default and the unpaid balance treated as a taxable distribution. This means that the loan balance is treated as taxable income in the year in which the distribution is made. You are liable for income tax on the distributed amount and, except as noted above, possibly an additional 10% tax penalty for early withdrawal. Note: The unpaid balance treated as a taxable distribution cannot be rolled over.

Loan Application Procedure You may obtain a loan application packet by visiting the ***my***RetirementPlan Web site at **rps.troweprice.com** or by calling T. Rowe Price at **1-800-922-9945**. T. Rowe Price will send you a loan application, promissory note, and amortization schedule to complete and return to T. Rowe Price. It normally takes T. Rowe Price one to three business days from receipt of complete and accurate paperwork to disburse the funds. **Before disbursing the funds, T. Rowe Price will verify that the value of the account(s) from which the money is to be withdrawn is sufficient to cover the loan amount.** When you designate how much you want to withdraw for your loan, you must allow a 5% cushion to remain to account for any market fluctuation that may occur between the time of designation and the actual redemption of fund shares. If there is still insufficient money available because of market fluctuations, T. Rowe Price will notify you. You will then be given the opportunity to adjust your loan amount accordingly.

Once the check is issued, your biweekly pay will be reduced to deduct your loan payments. Your first loan payment will be reflected in your Statement of Earnings and Leave approximately two pay periods after you receive your check.

Relationship Of Loans to In-Service A loan may be distinguished from an In-Service Withdrawal in that money taken as a loan is repaid to your account with interest and is not subject to taxation. You may request an In-Service withdrawal in accordance with Plan criteria while you have outstanding loan balance(s). The maximum amount of such a withdrawal, if approved, is limited to your total vested Employee Account balance less the outstanding loan balance(s).

Legal Guardian Under certain circumstances, loans may be approved upon the request and signature of a participant's legally appointed conservator or guardian. For example, if an employee is involved in an accident that renders him or her unable to prepare and sign a loan application, that employee's legally appointed conservator or guardian may act on his or her behalf in requesting a loan that qualifies under criteria stipulated in this program. In such cases, the conservator or guardian will be required to present acceptable evidence of his or her appointment in that capacity.

Amendments to Loan Program The Savings Plan Committee may terminate this loan program or otherwise alter its provisions at any time. Further, under its general authority to make uniform and nondiscriminatory rules and regulations for the administration and interpretation of the Plan, the Savings Plan Committee may make changes in the provisions of this loan program whenever such changes are deemed to be in the best interest of the Plan and its participants.

In-Service Withdrawals

In-Service Withdrawals are distributions to you while you are still employed by the FDIC. The Corporation created the Savings Plan to provide retirement benefits for you. Since In-Service Withdrawals allow you to obtain your money early, you should give serious consideration to your future financial situation before requesting an In-Service Withdrawal. No more than two In-Service Withdrawals may be made during a single plan year.

A. In-Service (Non-Hardship) Withdrawals From ***Employer Matching Account*** and ***Rollover Account***.

Once you have completed ***five years of participation*** in the Plan or attained **age 59½**, you may withdraw all or part of your vested account balance in your Employer Matching Account or your Rollover Account. The In-Service Withdrawal can be made for any reason. However, the maximum amount you may withdraw is reduced by the amount of any outstanding loan(s) from the Plan. Withdrawals from these accounts are included in your taxable income in the year the withdrawal is made unless rolled over within 60 calendar days of receiving the distribution. The withdrawal is subject to a 20% withholding tax unless you request a direct rollover. You are subject to an additional 10% penalty tax unless you have attained age 59½ at the time of distribution or you roll over your distribution to an IRA or other qualified plan.

B. In-Service (Non-Hardship) Withdrawals From ***Salary Deferral Account and/or Age 50 Catch-Up Account***.

Once you attain **age 59½**, you may withdraw all or part of your account balance in your Salary Deferral Account and/or Age 50 Catch-Up Account. The In-Service Withdrawal can be made for any reason. However, the maximum amount you may withdraw is reduced by the amount of any outstanding loan(s) from the Plan. Additionally, you must first withdraw all of your vested money in your Employer Matching Account and Rollover Account prior to withdrawing from your Salary Deferral and/or Age 50 Catch-Up Accounts. Withdrawals from your Salary Deferral and/or Age 50 Catch-Up Accounts are included in your taxable income in the year the withdrawal is made unless rolled over within 60 calendar days of receiving the distribution. The withdrawal is subject to a 20% withholding tax unless you request a Direct Rollover.[4]

Request an In-Service (Non-Hardship) Withdrawal by contacting T. Rowe Price at 1-800-922-9945.

Hardship Withdrawals

The Internal Revenue Code establishes the specific criteria under which a Hardship Withdrawal is permitted. Under most circumstances, you can apply for a Hardship Withdrawal of your vested funds regardless of your age or length of Plan participation.

Exception: Earnings on Salary Deferral contributions invested in the Plan on or after January 1, 1989, cannot be withdrawn. This restriction does not apply to earnings on vested Employer Match contributions.

[4] *The maximum amount of an In-Service Withdrawal while a loan balance is outstanding is calculated based on all money in your employee account. However, consistent with plan distribution requirements, you may only withdraw money from the vested portion of your Employer Matching Account.*

All Hardship Withdrawal requests must satisfy the following two criteria:

1. ***There must be an "immediate and heavy" financial need***. The determination of whether or not a particular situation satisfies this requirement will be based on all relevant facts and circumstances surrounding the request. However, requests for Hardship Withdrawals will be deemed "Safe Harbor" reasons and automatically satisfy the "financial need" criterion if the money is to be used:
   a. to pay for unreimbursed medical expenses for you, your spouse, your children, or other dependents;
   b. to purchase (excluding mortgage payments) your principal residence;
   c. to pay for tuition for the next 12 months of post-secondary education for you, your spouse, your children, or other dependents;
   d. to prevent eviction from your principal residence or to prevent foreclosure on the mortgage of your principal residence;
   e. to pay for burial and funeral expenses for the participant's deceased parent, spouse, child(ren), or dependents (as defined in Regulation 1.49(k) - I(d)(3). (iii)(B)(5)); or
   f. for expenses for the repair of damage to the participant's principal residence that would qualify for the casualty deduction under IRS Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

Requests for Hardship Withdrawals that do not automatically meet one of the above financial needs will be evaluated in a uniform and nondiscriminatory manner, taking into account the particular circumstances of the request. Appropriate documentation in support of the financial need should accompany the Hardship Withdrawal request. This includes copies of medical bills, purchase and/or construction contracts for your principal residence, letters from colleges and universities, and letters proposing eviction or foreclosure. If your request is not based on one of the above financial needs, you will need to supply whatever document(s) you feel will help to justify a Hardship Withdrawal.

AND

2. ***It must be demonstrated that the financial need cannot be met through other resources reasonably available to you.*** Your request may qualify under this criterion in one of two ways. (Please note that the second methodology may only be used if your request for a financial Hardship Withdrawal is due to one of the six reasons described under #1 above.)
   A. You must be prepared to sign a statement that indicates that the need cannot be satisfied:
      a. through reimbursement or compensation by insurance;
      b. by reasonable liquidation of other assets (including assets of your spouse and/or minor children with the exception of property held under an irrevocable trust or under the Uniform Gifts to Minors Act) to the extent that such liquidation would not itself cause an immediate and heavy financial hardship;
      c. by cessation of Salary Deferral contributions into the Plan;
      d. by other plan distributions (i.e., In-Service Withdrawals or loans from the FDIC Savings Plan and/or the Federal Thrift Savings Plan, if you are a participant of this latter plan); or
      e. by borrowing from commercial sources on reasonable commercial terms.

B. If you choose not to reveal any information about other potential sources of funds, you may still satisfy this criterion if you satisfy and/or agree to all of the following five conditions:

a. The distribution must be requested and documented based on one of the six "Safe Harbor" reasons described on the previous page.

b. The amount of the Hardship Withdrawal will not exceed the amount required to meet the need, with the further stipulation that this amount may be reduced by the amount of any outstanding loan(s) you already have from the Plan. However, you are allowed to gross up your Hardship Withdrawal by the amount of any tax withholding required so that the amount you receive, net tax withholding, equals the amount of Hardship Withdrawal you request;

c. All other available distributions and loans have been obtained from the FDIC Savings Plan and/or the Federal Thrift Savings Plan if funds are available from the latter plan;

d. Salary Deferral contributions to the Plan will be suspended for six months following any Hardship Withdrawals; and

e. Salary Deferral contributions to this Plan for the taxable year immediately following the taxable year of the Hardship Withdrawal will be limited to the yearly applicable deferral limit established by the IRS minus the amount of your Salary Deferral contributions for the taxable year of the Hardship Withdrawal. For example, assume you made a Hardship Withdrawal on September 30, 2008. Also assume you have $10,000 in your Salary Deferral account, of which $2,000 was contributed from January 1, 2004, through September 30, 2008. You are suspended from the Plan from October 1, 2008, through March 31, 2009. When you resume your Salary Deferral contributions on April 1, 2009, you will be allowed to contribute no more than $14,500 ($16,500 "cap" minus $2,000 contributions in 2008) for the remainder of the 2008 tax year.

The availability of funds via withdrawals or loans from the FDIC Savings Plan and/or the Federal TSP may be verified prior to approval of the Hardship Withdrawal. If funds are available, withdrawals and/or loans up to the maximum amount permissible from these sources will be required before any remaining amount will be approved for a Hardship Withdrawal.

This withdrawal will be considered taxable income for the year in which the withdrawal is made and is subject to a 20% tax withholding. In addition, a 10% early withdrawal penalty may be applicable when you file your income tax return. If the Hardship Withdrawal is subsequently granted, you will be subject to a 90-calendar-day suspension period from making salary deferral contributions to this Plan if 2A is used and a six-month suspension period if 2B is used.

Contact T. Rowe Price at **1-800-922-9945** to request a Hardship Withdrawal packet or visit the T. Rowe Price Web site at **rps.troweprice.com**.

Qualified Domestic Relations Orders

Federal law permits the division of benefits under the Plan in certain domestic relations situations, such as those involving divorce, alimony, or child support. A Qualified Domestic Relations Order, or QDRO, is an order issued by a court or state administrative agency that allows the Plan to honor the allocation of benefits to your spouse or former spouse following divorce or legal separation and to comply with federal laws restricting the assignment or alienation of such benefits. Contact T. Rowe Price at **1-800-922-9945** or visit the Web site at **rps.troweprice.com** to obtain a court order kit.

DISTRIBUTIONS AFTER TERMINATION OF EMPLOYMENT

Timing of Distribution Options

- Immediate. As soon as administratively possible following termination of employment. If your vested account balance is $1,000 or less, you will receive an automatic cashout (even if you don't elect to receive an immediate distribution), unless you elect a direct rollover or elect to leave your vested account balance in the Plan.
- Any time prior to age 70½.
- Age 70½. You must start receiving a minimum distribution if you are not still employed by the FDIC.

Method of Payment

- Direct rollover to an IRA or other qualified plan.
- Direct rollover of part of your account balance and a distribution to you of the remaining balance.
- Lump sum. You receive your entire account balance in a single payment.
- If you retire under a federal retirement plan and are eligible for an immediate annuity from such plan, you have the additional option of electing to receive your benefits in approximately equal monthly, quarterly, or annual installments for a fixed period of between 10 and 15 years. Your account balance must be at least $5,000.

Upon termination of employment, you will receive a packet describing your options from T. Rowe Price within six weeks.

If you defer your distribution at termination of employment, you may continue to direct your investments by contacting T. Rowe Price at 1-800-922-9945.

DEATH BENEFIT

If a participant dies while employed by the FDIC, the benefit payable to the beneficiary or beneficiaries equals the amount credited to the participant's Salary Deferral, Age 50 Catch-Up, Employer Matching, and Rollover Accounts. Payment to the spousal beneficiary(ies) must be made within five years from the participant's date of death. For nonspousal beneficiaries, payment must be made within one year.

If a participant separates from the FDIC and elects the installment method of payment and dies before he or she receives the entire account balance, remaining installments are paid to the beneficiary.

Beneficiary(ies)

A Plan participant may name a beneficiary to receive the amount that is due and payable from his or her FDIC Savings Plan account in the event of death. It is only necessary to designate a beneficiary if you want payment to be made in a way other than the order of precedence shown below:

Standard Order of Precedence

1. Your widow or widower;
2. Your child or children in equal shares;
3. Your parents in equal shares or the entire amount to your surviving parent;
4. Your estate;
5. Your next of kin under the laws of your state of domicile at the time of your death.

In the order of precedence, child includes a natural child and an adopted child, but does not include a stepchild; parent does not include a stepparent, unless you have been adopted by the stepparent.

Keep your designation of beneficiary current. When your family status changes, such as marriage, divorce, or death, you may want to change your beneficiary(ies).

To designate or change your beneficiary(ies), contact the T. Rowe Price Plan Account Line at **1-800-922-9945** or visit the ***my***RetirementPlan Web site at **rps.troweprice.com** to request a beneficiary designation packet.

TAXATION OF DISTRIBUTIONS

The pre-tax and employer match contributions made for you and the growth of your accounts through earnings are not subject to taxation until withdrawn from the Plan. These withdrawals or distributions are taxable income and are subject to a 20% withholding tax unless:

- Rolled over to an IRA or other qualified retirement plan, 403(b), or 457 plan, or
- Received in the form of an annuity, or in substantially equal payments, where the pay period is at least 10 years.

Early distributions are subject to a 10% penalty tax. However, there is no penalty tax if you roll over your distribution into an IRA or other qualified plan. In addition, there is no 10% penalty tax if distributions are made for the following reasons:

- On or after the date on which you attain age 59½;
- To your beneficiary or to your estate;
- Attributable to disability, regardless of age; or
- Following termination of employment during the year you reach age 55.

Special Rule: A surviving spouse who is the beneficiary of a decedent's qualified plan or IRA may roll over a distribution into the surviving spouse's own IRA. Any beneficiary other than the spouse may make a direct rollover to an Inherited Individual Retirement Account or Annuity (including a Traditional or Roth IRA). However, certain restrictions may apply.

EMPLOYEE ACTIONS

Call the T. Rowe Price Plan Account Line at **1-800-922-9945** or visit the Web site at **rps.troweprice.com** to perform the following:

- Obtain a beneficiary designation form
- Request a termination withdrawal
- Request an in-service withdrawal
- Request a hardship withdrawal
- Initiate a loan
- Initiate a loan payoff
- Perform a rollover of funds into the FDIC Savings Plan
- Enroll or reenroll in the plan
- Get account information
- Make a change to your account
- Request an account statement or investment literature
- Get fund prices and performance
- Get loan information
- Request or change your personal identification number (PIN)

To speak with a T. Rowe Price representative, call **1-800-922-9945** Monday through Friday, 7 a.m. to 10 p.m. eastern time. For TDD access, call 1-800-521-0325.

INVESTING YOUR ACCOUNT

The FDIC Savings Plan offers you three ways to invest for retirement:

1. THE RETIREMENT DATED FUNDS PATH
2. THE CORE PATH
3. THE MUTUAL FUND WINDOW PATH

Please see the fund pages for brief descriptions. For more details about each of the options, please read the fund prospectus or trust profile carefully before investing. *Call **1-800-922-9945** to request a prospectus, which includes investment objectives, risks, fees, expenses, and other information that you should read and consider carefully before investing.*

QUESTIONS AND ANSWERS

1. WHAT ARE THE ELIGIBILITY REQUIREMENTS?

You must be a FDIC employee with a regularly scheduled tour of duty to make salary deferral contributions.

2. WHAT ARE THE ADVANTAGES OF PARTICIPATING IN A 401(k)?

- Unique opportunity to save and invest for your future
- Immediate reduction of current income tax liability
- Agency matching contributions
- Taxes deferred on all investment earnings
- Convenient payroll deductions
- Loan provisions

3. HOW ARE CONTRIBUTIONS MADE TO THE PLAN?

Salary Deferral Contributions: You elect to contribute a whole percentage (not to exceed 10%) of your annual Adjusted Basic Pay on a pretax and/or after-tax basis. This contribution is then deducted from your pay and placed in your account biweekly.

Employer Matching Contributions: The Agency matches—dollar for dollar—the first 5% of your Adjusted Basic Pay contributed as salary deferral contributions to the Plan. Matching contributions begin with the 13th payroll period after your initial employment with the FDIC, providing you are still an employee.

Age 50 Catch-Up Contributions: Individuals age 50 and older are allowed to make annual catch-up contributions on a pre-tax or post-tax basis.

4. MAY I CHANGE MY SALARY DEFERRAL CONTRIBUTION AMOUNT?

You may change or cancel your contribution at any time. You may enroll by contacting T. Rowe Price directly at **1-800-922-9945** or by visiting the ***my***RetirementPlan Web site at **rps.troweprice.com**.

5. MAY I MAKE CHANGES IN MY INVESTMENT MIX?

Yes, you may change your investment fund selection for future contributions and move existing investments to different funds daily (subject to any trading limitations stated in the fund prospectus). To do so, call T. Rowe Price at **1-800-922-9945** between 7 a.m. and 10 p.m. eastern time, or visit the T. Rowe Price Web site at **rps.troweprice.com**.

6. IF I CHOOSE THE RETIREMENT DATED FUNDS PATH, MAY I INVEST IN MORE THAN ONE FUND?

Yes. You can invest in the Retirement Dated Funds as a stand-alone pre-assembled option or combine them with other investment options available in the Plan.

7. HOW CAN I OBTAIN INFORMATION ON T. Rowe PRICE MUTUAL FUNDS?

- Each calendar quarter, you will receive a statement from T. Rowe Price that reflects your account activity. The statement indicates the dollar and share value of each invested fund as of the calendar quarter-end.
- You can call **1-800-922-9945** or visit the T. Rowe Price Web site at **rps.troweprice.com** for fund performance and information. To speak with a T. Rowe Price representative, call the 800 number and press #, then 0.
- In the mutual funds pages of major newspapers' business sections, you can find your funds listed under "Price Funds." The Equity Index Trust is not a mutual fund, and will not be listed in the newspaper. You can obtain performance for this fund by calling T. Rowe Price.

8. IF I PARTICIPATE IN THIS PLAN, MAY I ALSO MAKE CONTRIBUTIONS TO THE FEDERAL THRIFT SAVINGS PLAN?

Yes, provided you meet the eligibility requirements for the Federal Thrift Savings Plan (TSP), you may participate in both the FDIC Savings Plan and the TSP. (See next question.)

9. IS THERE A LIMIT TO THE AMOUNT I CAN CONTRIBUTE TO THE FDIC SAVINGS PLAN AND THE FEDERAL TSP?

Yes, there are two limits. The smallest of the limits determines the amount you can contribute.

- IRS annual salary deferral dollar limit for all the plans in which you contribute, and
- IRS Code Section 415 Annual Additions Limit.

In each calendar year, there is a dollar limit on the amount you can contribute as salary deferrals for all the plans in which you participate. Each January the IRS announces the dollar limit. The sum of the salary deferrals you contribute to the FDIC Savings Plan and the Federal Thrift Savings Plan cannot exceed the IRS limit. These contribution limits do not include Age 50 Catch-Up Contributions.

Each year the IRS limits the maximum employee and employer contributions that employees can receive from all the retirement plans in which they participate. This annual limit is indexed for inflation and increases in $1,000 increments, as announced by the IRS.

10. MAY I BORROW MONEY FROM MY 401(k) ACCOUNT?

Yes, you may borrow directly from your account, provided you meet the loan eligibility criteria. Although interest will be charged for borrowing your funds, both the principal and interest are paid back **to your own account**.

To apply for a loan, call T. Rowe Price at **1-800-922-9945**. You will need your PIN and Social Security number to apply for a loan.

11. WHEN MAY I WITHDRAW MONEY FROM MY 401(k) ACCOUNT?

When you:

- Leave FDIC employment
- Retire
- Attain age 59½
- Complete five years of participation. You can only withdraw monies from your Employer Matching and Rollover Accounts under this criterion.
- Qualify for financial hardship

12. ARE THERE ANY TAX PENALTIES FOR WITHDRAWALS?

Yes, see the "Taxation of Distributions" section of this booklet.

13. HOW CAN I RECEIVE MY DISTRIBUTION?

- Direct rollover to an IRA or other qualified plan, unless withdrawal is for financial hardship.
- Direct rollover of part of the withdrawal and distribution to you of the remainder, unless withdrawal is for financial hardship.
- Lump sum. You receive your entire withdrawal in a single payment.
- If you retire under a federal retirement plan and are eligible for an immediate annuity from such plan, you have the additional option of electing to receive your benefits in annual, approximately equal installments for a fixed period of between 10 and 15 years. Your account balance must be at least $5,000.

Note: Financial Hardship Withdrawals are not eligible for rollover to an IRA or other qualified plan.

14. ARE THERE DEATH BENEFITS?

Yes.

- If you die while employed, your beneficiary is entitled to 100% of all your accounts maintained in the FDIC Savings Plan.
- If you die after termination of employment, your beneficiary is entitled to only the vested portion of your account.
- If you die while receiving installment payments, your beneficiary continues to receive the remainder of the installment payments due you.

Otherwise, distribution is made in a lump sum.

15. WHY MUST I COMPLETE A "DESIGNATION OF BENEFICIARY FORM"?

It is necessary for you to complete a beneficiary form in the event that you do not want your account balance distributed based on the standard order of precedence. If you don't have a beneficiary designation on file, then the following standard order of precedence will apply:

- Your widow or widower;
- If no widow or widower, then equally to your child(ren) and/or descendants of deceased children, by representation;
- If none of the above, to your parents or surviving parent;
- If none of the above, to your estate; or
- If none of the above, to any other of your next of kin who is entitled under the laws of domicile on the date of your death.

In the order of precedence, child includes a natural child and an adopted child, but does not include a step-child; parent does not include a stepparent, unless you have been adopted by the stepparent.

16. WHICH ARE THE BEST INVESTMENT FUNDS FOR ME?

The FDIC is not in a position to make investment decisions for its employees. There is some risk involved with investments; therefore, each participant is encouraged to review each fund's prospectus and to make his or her own investment selection or to obtain advice from a financial planner or advisor.

17. IF I PARTICIPATE IN THIS PLAN, MAY I ALSO MAKE CONTRIBUTIONS TO ANY INDIVIDUAL RETIREMENT ACCOUNT (IRA)?

Participation in this Plan does not preclude your making annual contributions to an IRA; however, the tax laws may limit the deductibility of your IRA contributions.

Your IRA provider can give you additional information about the way IRA rules may apply to your situation.

18. WHAT IS A ROLLOVER?

A rollover is a transfer of funds from one qualified retirement plan to another qualified retirement plan. By exercising a rollover, your distribution is exempt from withholding taxes and early withdrawal penalties.

19. WHO IS ELIGIBLE FOR A ROLLOVER?

If you participated in a qualified 401(k), 401(a), 403(a), 403(b), or 457 plan with a previous employer, you are eligible to roll over the contributions from your previous plan into the FDIC Savings Plan.

20. WHAT ARE THE ADVANTAGES OF A ROLLOVER?

Two advantages quickly come to mind:

- You can actively invest your rollover funds in the FDIC Savings Plan.
- You can also take a loan against your rollover funds and pay back the loan through payroll deduction.

21. WHAT IF MY PREVIOUS EMPLOYER REQUIRED THAT I TAKE MY 401(k), 403(b), OR 457 FUNDS OUT OF THEIR PLAN WHEN I RESIGNED?

To roll over 401(k), 403(b), or 457 plan funds into the FDIC Savings Plan, you must comply with the following:

First, when you withdraw the balance of your previous plan, you must put those funds into a Rollover IRA or other qualified plan within 60 calendar days of receiving the distribution. If your previously withdrawn funds were placed in a Rollover IRA or other qualified plan within 60 calendar days of receipt of the initial distribution, those funds may be eligible to be rolled over into the FDIC Savings Plan.

Second, the funds must not be commingled with any other funds.

And, third, if you remove the funds from the Rollover IRA, you must ensure that they are rolled over directly into the FDIC Savings Plan within 60 calendar days.

22. HOW ARE MY ROLLOVER FUNDS TREATED IN THE FDIC SAVINGS PLAN?

The amount you roll over will be credited to your Rollover Account. You can direct the investment of these funds, and your Rollover Account funds are fully vested at all times.

You can roll over your funds even if you are not yet a participant, provided that you are a full-time, temporary, or part-time employee with a regularly scheduled tour of duty and will be eligible to participate in the FDIC Savings Plan.

23. CAN I BORROW FROM MY ROLLOVER ACCOUNT?

Yes, subject to all existing loan provisions. However, in the event of retirement or termination of employment, loan balances that remain unpaid are deemed loans in default and may be taxable income for that year. If you are not age 55 at termination, you are liable for an additional 10% tax penalty for early withdrawal. To avoid having an unpaid loan deemed taxable income, you may repay the loan in a lump sum within 60 calendar days after retirement or termination of employment. See page 5 for loan provisions.

24. HOW DO I ROLL OVER MY FUNDS INTO THE FDIC SAVINGS PLAN?

Contact T. Rowe Price at **1-800-922-9945** to request a Rollover Kit.

25. WILL THE FDIC SAVINGS PLAN ACCEPT A DIRECT ROLLOVER?

Yes, a direct rollover occurs where the monies are transferred directly from one qualified plan to another qualified plan. With a direct rollover, there is no intermediate step in which you receive a check and then deposit the check into another qualified plan.

IMPORTANT ADDRESSES

Plan Administrator's Address	Federal Deposit Insurance Corporation Savings Plan Committee 3501 Fairfax Drive VS-A-1029 Arlington, VA 22226
Trustee's Address	T. Rowe Price Trust Company 100 E. Pratt Street Baltimore, MD 21202

HOW TO CONTACT T. Rowe PRICE

Call the T. Rowe Price Plan Account Line at **1-800-922-9945** or visit the T. Rowe Price ***my***RetirementPlan Web site at **rps.troweprice.com**.

T. Rowe Price
INVEST WITH CONFIDENCE

T. Rowe Price Investment Services, Inc., distributor, T. Rowe Price mutual funds.