



STATE STREET®

State Street Retirement Plan

Summary Plan Description

STATE STREET CORPORATION

This material is a Summary Plan Description (SPD) of the State Street Retirement Plan and replaces all prior descriptions of the Plan. The information contained in this booklet is intended as a summary of the State Street Retirement Plan in effect as of January 1, 2008. This booklet is intended to be an easy-to-understand explanation of your benefits. It is not, however, a comprehensive explanation of each and every provision of the Plan, which are described in detail in the official Plan document. In the event of any conflict between the Plan provisions as stated in the Plan document and as stated in this SPD, the provisions of the Plan document will govern. State Street Corporation reserves the right to amend or terminate the State Street Retirement Plan at any time, for current and/or future participants, retirees, beneficiaries and alternate payees, and no provision in this SPD shall grant a vested or guaranteed right to have any current provision apply in the future.

The State Street Retirement Plan is subject to approval by the Internal Revenue Service (IRS). Participation in the State Street Retirement Plan is not an offer or guarantee of employment or an employment contract.

Reminder: This document and more information about your pension are available on the State Street Benefits Center Web site at <http://statestreet.csplans.com> and by calling the State Street Benefits Center Voice Response Unit (VRU) at 1-800-985-3863.

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Highlights

The State Street Retirement Plan (the Retirement Plan or Plan) is a cash balance plan that provides a benefit to supplement your retirement income from other sources such as the State Street Salary Savings Program (the 401(k) Plan or SSP), Social Security, and your personal investments and savings.

The Retirement Plan is frozen to all new participants effective January 1, 2008. This means that because the Plan has a one-year service requirement and a quarterly participation date, if you were hired by State Street after October 1, 2006, you will not have met the service requirements on or before January 1, 2008 (the date the plan is frozen to new participants) and you will not become eligible for benefits under this Plan.

If you were an active participant in the Plan as of January 1, 2008 the following information applies to you:

- ◆ The Company will not make any contributions to the Plan after December 31, 2007. However, the value of your retirement benefit will continue to grow by earning [Interest Credits](#) each year.
- ◆ Certain older, longer-service participants receive [Special Transition Credits](#).
- ◆ After you complete three years of service or reach age 65 (whichever occurs sooner), you have a vested retirement benefit. (Prior to January 1, 2008, you needed to complete at least five years of service or attained age 65 to have a vested retirement benefit.)
- ◆ Certain Grandfathered benefits (described in [Appendix A](#)) remain unchanged – you receive the greater of the two benefits when you retire from State Street at age 55 or older.

This SPD describes the key features of the Retirement Plan and applies to eligible employees of State Street. Complete details of the Retirement Plan can be found in the official Plan document, which legally governs the operation of the Retirement Plan. All statements made in this SPD are subject to the terms and provisions of the Plan document and are not intended to create new Plan provisions or change the Retirement Plan in any way.

State Street reserves the right to amend or terminate the Retirement Plan at any time, for current and/or future participants, retirees, beneficiaries and alternate payees, and no provision in this SPD shall grant a vested or guaranteed right to have any current provision apply in the future. If there is a conflict between the Retirement Plan document and this summary, the official Retirement Plan document is the controlling document.

Eligibility

As of January 1, 2008

Effective as of January 1, 2008, the plan is frozen to new participants.

Prior to January 1, 2008

You are eligible to participate in the Retirement Plan on and after the first day of the calendar quarter (January 1, April 1, July 1 or October 1) after you:

- ◆ Attain the age of 21 and

- ◆ Complete one year of employment at State Street, provided you have worked at least 1,000 hours of service during any one-year period that begins on your date of hire or on any anniversary of your date of hire.

Definition of Hours of Service

For purposes of determining your eligibility to participate in the Plan, “hours of service” means each hour for which you are paid, or are entitled to be paid, by State Street or an affiliated employer. For periods during which you are not performing any duties but are being paid, including vacation time, holidays, illness, incapacity, disability, jury duty or leave of absence, but not including absence due to military duty, you will be credited with not more than 501 hours of service for eligibility purposes with respect to any one single period of continuous absence.

You are not eligible to participate in the Retirement Plan if you are:

- ◆ A nonresident alien who receives no income from a participating employer that is considered income from within the United States;
- ◆ A student who participates in an internship program or is employed in an established cooperative education program;
- ◆ An employee of an affiliated company that does not participate in the Retirement Plan;
- ◆ An independent contractor, consultant or leased employee; or
- ◆ A member of a unit that is covered by a collective bargaining agreement (unless such agreement provides for eligibility to participate).

Participation

If you are a vested participant but no longer meet the eligibility requirements because you terminate from the Company, you may take a distribution or you may keep your account in the Plan if its value is more than \$5,000. If your account value is \$5,000 or less, you must take a full distribution from the Plan. If you no longer meet the Plan’s eligibility requirements because you have been transferred to a subsidiary that is not a participating employer in this Plan, your account will be maintained but you will not be entitled to a distribution until you terminate from State Street or one of its subsidiaries.

Your Beneficiary

Your beneficiary is the person who will receive a distribution of your account balance if you die before you begin receiving benefits from the Plan. Your beneficiary designation remains in effect until you change it, whether or not you are still employed by State Street. If you die after benefits have begun, or after you have completed and filed your benefit election form, any survivor benefit, if any, will be paid to your named beneficiary according to the form of payment you elected.

Naming Your Beneficiary

The full value of your Retirement Plan benefit will be payable to your designated beneficiary(ies) at your death if they survive you. ***Naming a beneficiary is important.*** You may choose or change your beneficiary(ies) by logging in at <http://statestreet.csplans.com>, going to the “2008 Health and Welfare Info” section and selecting “Forms” then select “Other Forms/Add’l Docs.” You may download and complete the Retirement Plan beneficiary form to name your beneficiary(ies) for your Retirement Plan death benefit.

You will be able to name primary beneficiary(ies) and contingent (or secondary) beneficiary(ies) should your primary beneficiary(ies) not survive you.

Definition of Spouse

For purposes of the Retirement Plan, the term “spouse” means your partner, as recognized under the laws of the applicable state or lawful jurisdiction as married or, in the case of a domestic partner, as a legally recognized partner (e.g., registered partner or partner in a civil union).

If you have a domestic partner who is *not* your legally recognized partner, you may still name him or her as your beneficiary. However, he or she is not considered a spouse under the Retirement Plan and does not have the same rights as a spouse (i.e., you do not need his or her consent to name a different beneficiary or to choose an optional form of payment).

Definition of Federal Spouse

For purposes of the Retirement Plan, the term “Federal Spouse” means a Spouse as determined under applicable federal law which is defined as the legal union between a man and a woman as a husband and wife and does not include same-sex marriages or domestic partnerships.

If You Have a Spouse

Your spouse is automatically the beneficiary of your Retirement Plan benefit unless you name an alternative beneficiary with your spouse’s consent after you reach age 35. Your spouse’s consent must be witnessed by a notary public. If the Plan Administrator has not received this consent, your spouse will be considered your beneficiary if you die, regardless of the beneficiary you may have designated.

Before providing consent, it is important for your spouse to understand what it means to waive his or her rights. Your spouse may not unilaterally withdraw consent once given.

Spousal consent is required unless it is established to the satisfaction of the Plan Administrator that:

- ◆ Spousal consent cannot be obtained because there is no spouse;
- ◆ The spouse has died;
- ◆ The spouse cannot be located (based on an independent investigation); or
- ◆ There is a court order certifying that you are legally separated from your spouse, or have been abandoned by the spouse and a [Qualified Domestic Relations Order](#) does not otherwise require spousal consent.

If your spouse is not legally competent, his or her legal guardian (even if it is you) may give consent on behalf of your spouse.

If You Do Not Have a Spouse

If you do not have a spouse, you may name anyone as your beneficiary. If you have a domestic partner who is *not* your legally recognized partner, he or she does not need to give consent for you to name a different beneficiary. If more than one beneficiary becomes entitled to receive benefits, payments will be paid in equal shares to the designated persons who survive you, unless you provide for a different result on the beneficiary designation form.

If There Is No Named Beneficiary

If you do not name a beneficiary, your account balance will be paid as follows:

- ◆ First, to your spouse (see definition above) or domestic partner specified in the State Street Affidavit of Domestic Partnership
- ◆ Second, to your children
- ◆ Third, to your parents
- ◆ Fourth, to your estate

If your beneficiary is under age 18, legal proof of a guardian's appointment will be required in order to process the death benefit claim.

Changing Your Beneficiary

You may change your beneficiary designation at any time by completing a new beneficiary designation form (available from the State Street Benefits Center Web site) naming a new beneficiary. It is your responsibility to keep your beneficiary designation up to date. The last valid beneficiary designation form that the Plan Administrator receives before your death will be used and will supersede all others that you had previously submitted.

Plan Costs

The costs of providing benefits under the Retirement Plan are funded solely by State Street and the participating employers. There is no cost to you.

Individual Accounts

Individual bookkeeping accounts are established for all Retirement Plan participants. These notional accounts are used to keep track of your credits and interest, and to determine your account balance under the Plan. No Plan assets are held in your account.

If you were an employee of State Street on December 31, 1989, your opening account balance effective on January 1, 1990, was determined based on the present value of your accrued pension benefit as of December 31, 1989.

Your account balance grows in two ways: Basic Credits and Interest Credits.

Basic Credits

As of January 1, 2008

State Street will no longer credit your Retirement Plan account with Basic Credits after December 31, 2007, but your account will continue to receive [Interest Credits](#).

Special Transition Credits

If you are an active participant age 47 or older with seven (7) or more years of eligible service¹ on or before December 31, 2007 and actively employed by State Street on December 31, 2007, you will be eligible for a Special Transition Credit under the Plan. The Special Transition Credit will equal 3% of

¹ A year of eligible service means one year of service as an employee of State Street but not including any service with a predecessor employer with respect to an acquisition occurring on or after February 1, 2003.

your Base Pay (plus shift differential and overtime). Special Transition Credits will stop after you have been in the Plan for 30 years, but you will continue to receive Interest Credits.

Your account will be credited with this Special Transition Credit from January 1, 2008 through December 31, 2010 provided you continue to remain employed by State Street during that period to time and have less than 30 years in the Plan. If you leave before that date, your [Special Transition Credit](#) will be based on your Base Pay (plus shift differential and overtime) earned through your termination date.

Please note that if you have a frozen grandfathered benefit as of August 31, 2003 under the prior Retirement Plan formula (as described in Appendix A) and you remain continuously employed at State Street until you reach age 55, you will receive the benefit under either (i) the current formula (including Special Transition Credits) or (ii) the grandfathered benefit, whichever is greater.

Prior to January 1, 2008

State Street will credit your Retirement Plan account with a *Basic Credit* for each year that you are an active participant in the Plan. Each Basic Credit is a specified percentage of your eligible compensation as of December 31 of that plan year. The specified percentage will be based on the number of calendar year(s) you have participated in the Plan, as outlined in the table below. Basic Credits will stop after you have been in the Plan for 30 years, but you will continue to receive [Interest Credits](#).

Years in Plan	Basic Credit Percent	Years in Plan	Basic Credit Percent	Years in Plan	Basic Credit Percent
1	4.00	11	6.50	21	9.00
2	4.25	12	6.75	22	9.25
3	4.50	13	7.00	23	9.50
4	4.75	14	7.25	24	9.75
5	5.00	15	7.50	25	10.00
6	5.25	16	7.75	26	10.25
7	5.50	17	8.00	27	10.50
8	5.75	18	8.25	28	10.75
9	6.00	19	8.50	29	11.00
10	6.25	20	8.75	30	11.25

Example: If you earned \$50,000 in 2007 and have nine years of participation in the Plan, your 2007 Basic Credit would be 6.00% x \$50,000, or \$3,000.

Definition of Eligible Compensation

Effective January 1, 2008

Eligible pay for the Special Transition Credit means your regular base salary or wages plus overtime, shift differential and shift differential for military duty including amounts you contributed through salary reduction to the 401(k) Salary Savings Plan or under the pre-tax HealthCare or Dependent Care Flexible Spending Accounts or under the pre-tax transportation programs.

Eligible pay does not include any bonuses, commissions, director's fees, reimbursed expenses, life insurance premiums included in compensation for income tax purposes, any other items not constituting direct compensation for services and the medical opt-out credit.

The Retirement Plan is an IRS-qualified plan that offers certain tax advantages to employees. The IRS limits how much compensation can be used in benefit formulas for this type of plan. That limit, which is adjusted periodically, is \$230,000 in 2008.

Prior to January 1, 2008

Eligible compensation included certain types of direct pay, such as base salary, overtime pay, cash bonus pay and commissions. It also included amounts you contributed through salary reduction to the 401(k) Salary Savings Plan or Section 125 Plan, and amounts deferred under any nonqualified deferred compensation plan sponsored by State Street. Eligible compensation did not include any compensation paid or payable before you became a participant in the Retirement Plan.

Interest Credits

Your Retirement Plan account earns *Interest Credits* each year. The annual interest rate will be the greater of:

- ◆ 5% or
- ◆ The average of the 12-month interest rate paid on 90-day U.S. Treasury bills for the previous calendar year plus 0.5%. The maximum annual interest rate is 10%.

Each year, annual interest is credited to your account before any Special Transition Credits (if applicable) are applied to your account for that year. Interest Credits will be applied to your account until you begin receiving benefits from the Plan as described in the section [Receiving Your Vested Plan Benefit](#).

Vesting

When you are vested, you have a non-forfeitable right to your Retirement Plan benefit. You become fully vested in your Retirement Plan account on the earlier of the following events:

- ◆ You complete three or more full years of vesting service with State Street (five or more years of vesting service if terminated prior to January 1, 2008) (Special rules may apply for Plan mergers and transfers; see [Special Provisions in the Event of Merger or Acquisition](#).)
- ◆ You reach the normal retirement age of 65
- ◆ You die while an active employee of State Street

You are entitled to your Retirement Plan account when you leave State Street only if you are vested. If your employment terminates before you become fully vested, your Retirement Plan account will be forfeited in its entirety and will be considered to have been fully paid out. It may be restored, however, if you are subsequently rehired by the Company and become a Plan participant again.

Vesting Service

You need three years of vesting service before you have a right to your Retirement Plan benefit (five or more years of vesting service if you terminated prior to January 1, 2008). If you die or reach age 65 while an active employee, you become vested regardless of vesting service. Vesting service includes any period of employment as a State Street employee, including authorized unpaid leaves of absence (such as a leave while on Long Term Disability as an employee and certain periods of military service during which your reemployment rights are guaranteed by law) and paid leaves of absence. To become vested, you must be enrolled as an active participant on the third anniversary of your date of hire.

Effective prior to January 1, 2008 you became fully vested after five years of vesting service.

A ***break in service*** is a period of 12 months or more during which you are not employed by any State Street entity. If you are absent from work for maternity or paternity reasons, however, the 12-consecutive-month period beginning on the first anniversary of the first day of your absence will not constitute a break in service.

Vesting Example

You earn a right to your retirement benefit after three years of ***vesting service***. A year of vesting service is not necessarily a calendar year, but is rather a consecutive year of service from your hire date. For instance, if you were hired on May 1, 2006, and do not have a break in service, you will have three years of vesting service and become vested on May 1, 2009.

Accessing Your Retirement Plan Account

Subject to Retirement Plan rules, you have access to information about the value of your Retirement Account and information about the Plan 24 hours a day, seven days a week. You can call the State Street Benefits Center VRU at 1-800-985-3863. To gain access to either, you will need your ID number (i.e., employee badge number or Social Security number) and your Personal Identification Number (PIN).

Once you have access, you may:

- ◆ Find information on your account balance;
- ◆ Change your PIN; and
- ◆ Request Plan information and beneficiary and distribution forms.

VRU Participant Services Representatives (PSRs) are available Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern time, except on New York Stock Exchange holidays. If you are calling from outside the United States, you must call 617-479-4211. Hearing-impaired participants may call the TDD number at 1-800-579-5708.

Account Statements

You may view your Retirement Plan statement anywhere, anytime on the Web at <http://statestreet.csplans.com>. You may print your statement from your computer, either at home or at work. The statement will detail the value of your account and any account activity during the period. You can also download your Retirement Plan account information to Quicken® or Microsoft Money®, two popular personal financial management software programs.

Paper statements with December 31 figures will be mailed to you once per year.

Receiving Your Vested Plan Benefit

Once you are vested, you are eligible to receive a Plan benefit when you leave the Company for any reason, as described below.

Normal Forms of Payment

If you do not have a spouse, your normal form of payment is a single life annuity. This option provides monthly payments to you for your lifetime, with no payments after your death.

If you have a spouse, your benefit will be paid in the form of a joint and survivor annuity with your Federal spouse as beneficiary unless your Federal spouse consents in writing to another payment option or another beneficiary (see [Required Spousal Consent for Optional Forms of Payment](#)). If paid in this form, your benefit is reduced and paid for your lifetime. Upon your death, 50% of your benefit amount (determined as of the commencement date) will continue to be paid to your spouse for his or her lifetime. (If your spouse dies after your annuity starting date but prior to your death, the same amount will be paid to you for your lifetime only.)

Optional Forms of Payment

You may elect one of the following optional forms of payment instead of your normal form of payment:

- ◆ **Lump Sum**—Your account balance will be paid in a single lump-sum payment. If you elect this option, you may want to roll over your account balance directly into an IRA or other tax-qualified plan to preserve the tax advantages.
- ◆ **Five-Year Level Installment Payment**—The value of your account balance will be paid in five equal annual installments. To determine the amount of your installment payments, your account balance will be converted into five equal annual payments (that is, one payment per year for five years) using a federally mandated interest rate. If you die before receiving five years of installment payments, your remaining annual payments will be paid to your beneficiary.
- ◆ **Single Life Annuity**—You will receive an unreduced benefit payable monthly for your life only.
- ◆ **Optional Joint and Survivor Annuity**—You will receive a reduced benefit payable monthly for your lifetime. Following your death, 100%, 75%, 66.67% or 50%, whichever you elect, of your benefit amount will continue to be paid to your named beneficiary for his or her lifetime. (If your beneficiary dies after your annuity starting date but prior to your death, your benefit will continue in the same amount for your lifetime only.)
- ◆ **Certain and Continuous Annuity**—You will receive a reduced benefit payable monthly for your lifetime. If you die before 60 months or 120 months of payments have been made, whichever you elect, the same monthly payments will continue to be paid to your beneficiary for the balance of the 60- or 120-month period.

Your benefit under an annuity form of payment will be actuarially equivalent to the value of your account balance under the Plan. Your actual payment amount will be based on the form of payment you have elected, using actuarial assumptions that are set forth in the Plan document. If you elect annuity payments, you can receive a monthly check or have each monthly payment deposited directly into your checking or savings account.

To elect an optional form of payment, you must do so within an election period that starts no less than 30 days and no more than 90 days before your benefit commencement date. (If both you and your spouse consent, you may be able to waive the minimum 30-day election period.) Within this period, you will receive written information about your Retirement Plan benefits and amounts payable under the normal and optional forms of payments. You may change any election with your spouse's consent before benefits

begin. You may not change any election after benefits begin, even as the result of a change in your marital status.

Required Spousal Consent for Optional Forms of Payment

Your spouse must consent to an optional form of payment (except a joint and survivor annuity with your spouse as beneficiary). The consent must be witnessed by a notary public. Before providing consent, it's important for your spouse to understand what it means to waive his or her rights to the joint and survivor annuity. Your spouse may not unilaterally withdraw consent once given.

Spousal consent is required unless it is established to the satisfaction of the Plan Administrator that:

- ◆ Spousal consent cannot be obtained because there is no spouse;
- ◆ The spouse has died;
- ◆ The spouse cannot be located (based on an independent investigation); or
- ◆ There is a court order certifying that you are legally separated from your Federal Spouse, or have been abandoned by the Federal Spouse and a [Qualified Domestic Relations Order](#) (QDRO) does not otherwise require spousal consent.

If your spouse is not legally competent, his or her legal guardian (even if it is you) may give consent on behalf of your spouse. A copy of the legal guardianship documentation will be required.

If Your Account Balance Is \$5,000 or Less

If you leave State Street and your account balance is \$5,000 or less, your account will be automatically paid to you as follows.

Account Balance	Payment Options
More than \$1,000 but not more than \$5,000	<ul style="list-style-type: none"> ▪ You must submit a distribution form within 90 calendar days of the date you terminate your employment with State Street and may elect to: <ul style="list-style-type: none"> – Take your entire account balance in a single lump-sum payment; – Take your entire account balance in a single lump-sum payment as a direct rollover to an IRA, 403(b) plan, governmental 457 plan or the qualified defined contribution plan of another employer that accepts rollovers; or – Take your entire account balance paid in part to you directly and in part as a direct rollover. ▪ If no form is received within 90 days of the date you terminate your employment with State Street, the Plan will automatically roll over your account balance to a traditional IRA at Citibank N.A. The IRA will be invested in a product designed to preserve principal and provide a reasonable rate of return and liquidity. Any fees and expenses will be deducted from the IRA.
\$1,000 or less	<ul style="list-style-type: none"> ▪ You must submit a distribution form within 90 calendar days of the date you terminate your employment with State Street. If no form is received, your account balance will be automatically distributed to you by check.

A Termination Distribution Package, including a distribution form, will be sent to you automatically when you terminate employment. This package is also available by calling the State Street Benefits Center VRU at 1-800-985-3863.

If You Are Not Vested

If you leave the Company and you are not yet vested in the Retirement Plan, your account will be forfeited. See [If You Leave the Company and Are Rehired](#) for information about benefits upon rehire.

If You Are Employed After Age 70½

If you remain employed after age 70½, when you retire your pension will not be less than the benefit that would have been payable on the April 1 following the calendar year that you attained age 70½, increased by any additional benefits that you earned after that date (or reduced by any benefits paid by the Retirement Plan subsequent to that date).

Taxation of Pension Benefits

Benefits payable from the Retirement Plan are considered taxable income by the IRS. Any portion of your benefit that you receive as a lump-sum payment may be subject to a mandatory 20% income tax withholding. In addition, if you are under age 55 when you retire and receive your distribution, your benefit may be subject to a 10% penalty tax in addition to income taxes. If you leave State Street, you may be subject to a penalty if you receive a distribution from the Retirement Plan prior to age 59½. Generally, you may defer taxes and avoid tax penalties if you roll over a lump-sum distribution directly into an IRA or other tax-qualified plan that accepts rollovers. Tax withholding will apply to any annuity payments from the Plan unless you elect otherwise.

You will receive detailed tax information in your benefit election materials.

In the Event of Your Death

If you die before you begin receiving Retirement Plan benefits, your vested account balance will be paid to your beneficiary in a lump sum as soon as practicable after your death.

If your beneficiary is your spouse (or a former Federal Spouse entitled to benefits under a [Qualified Domestic Relations Order](#)) and your account balance is more than \$5,000, he or she may choose between a lump-sum payment and a monthly annuity for life. This annuity will commence on the first day of the month following the date on which you would have reached age 65 or, if later, on your date of death, unless your spouse elects to have the annuity commence on an earlier date. (An additional actuarial adjustment would be made to reflect an early payment.)

If you die after benefits have begun, or after you have completed and filed your benefit election form, any survivor benefits will be paid according to the form of payment you elected (see [Receiving Your Vested Plan Benefit](#) for forms of payment).

If You Take a Leave of Absence

Long Term Disability

Effective January 1, 2008 if you are a Retirement Plan participant and are receiving Long-Term Disability benefits from the Company's Long-Term Disability plan, you will be entitled to [Interest Credits](#) only unless you are eligible for the [Special Transition Credits](#) in which case you will receive the Special Transition Credit through the earlier of (i) the end of the 2010 Plan Year, (ii) the date you are no longer eligible for benefits under the Company's Long-Term Disability Plan, (iii) your termination date or (iv) the date you complete 30 years in the Plan.

Your Special Transition Credits, if applicable, will be based on your Eligible Compensation immediately before you left work due to the disability.

If you waived participation in the Company Long Term Disability Plan and you remain disabled after your Short Term Disability benefits end, your employment will be terminated and you will no longer be considered an active participant in the Retirement Plan.

Other Leaves of Absence

Your Retirement Plan participation will continue for vesting purposes during an approved leave of absence, including a military leave, described below. If you decide not to return to work, you may elect to receive your account balance, roll it over into another tax-qualified plan or leave it in the Plan. Please refer to [Receiving Your Vested Plan Benefit](#).

Military Leave

If your leave is granted for service in the armed forces of the United States, special provisions apply. During a qualified military leave, your reemployment rights are guaranteed by law and under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Upon your return to the Company from your qualified military leave, you will be eligible to receive credit for Retirement benefits that accrued during your military leave.

When Participation Ends

Generally, your participation ends if you are not vested when you leave the Company (unless you are on an approved leave of absence, including military leave) and are not eligible for a benefit. For example, if you terminate your employment with the Company on or after January 1, 2008 and before the third anniversary of your hire date, you are not vested and are therefore not eligible to receive a Retirement Plan benefit. Your participation also ends if you leave the Company, are eligible for a benefit and receive it in full.

If You Leave the Company and Are Rehired

Effective January 1, 2008, if you leave the Company and are later rehired you will not become a participant in the Retirement Plan.

Participation prior to January 1, 2008

Your participation upon rehire depends on your status when you left the Company:

- ◆ **If you were previously a Retirement Plan participant**, you will become a participant on your date of rehire. Your prior service will be restored and used in determining your [Basic Credit](#) amount.
- ◆ **If you were an eligible employee but not a Plan participant**, your prior service will be restored and you will become a Plan participant on the first day of the calendar quarter following the date that you meet the Plan eligibility requirements.
- ◆ **If you were not an eligible employee**, your prior service will be restored and you will become a Plan participant on the first day of the calendar quarter following the date you meet the Plan eligibility requirements.

Restoration of Your Account Balance

If you are rehired as an eligible employee, restoration of your account balance depends on any Plan payments you may have already received:

- ◆ **If you took your benefit in a lump sum**, your account balance can be restored to the Plan if you repay the amount previously distributed to you, with interest, within five years of your reemployment date.
- ◆ **If you began to receive your benefit as an annuity or level installment payment**, your benefit payments will continue.
- ◆ **If you forfeited your Retirement Plan account** (i.e., because you were not vested when you left the Company) and are later rehired as an eligible employee, your forfeited account balance may be restored to you if you return within five years of your termination date.

Special Provisions in the Event of Merger or Acquisition

If you joined the Retirement Plan as a result of a merger or an acquisition, special provisions may apply to your Retirement Plan participation, as summarized in the chart below. Complete information about these provisions was provided to affected individuals when they joined the Retirement Plan.

If you have any questions about special provisions related to a merger or acquisition, please call the State Street Benefits Center at 1-800-985-3863.

Merger or Acquisition	Special Provisions
Service Center, Inc. (SCI) 10/1990	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after January 1, 1990, and you may be eligible for “grandfathering.” See Appendix A if you meet the requirements ◆ Your Basic Credits are based on your earnings and your combined SCI and State Street service ◆ Your SCI service counts as service with State Street for purposes of vesting
Investors Fiduciary Trust Company (IFTC) 1/1/2000	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after January 1, 2000 ◆ Your Basic Credits are based on your earnings and your combined IFTC and State Street service ◆ Your IFTC service counts as service with State Street for purposes of vesting
Pacific Investment Management Company LLC. (PIMCO) 8/1/2000	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after August 1, 2000 ◆ Your Basic Credits are based on your earnings and your combined PIMCO and State Street service ◆ Your PIMCO service counts as service with State Street for purposes of vesting
Merrill Lynch 1/1/2001	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after January 1, 2001 ◆ Your Basic Credits are based on your earnings and your combined Merrill Lynch and State Street service ◆ Your Merrill Lynch service counts as service with State Street for purposes of vesting
Liberty Financial Companies, Inc. 2/1/2001	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after February 1, 2001 ◆ Your Basic Credits are based on your earnings and your combined Liberty Financial and State Street service

	<ul style="list-style-type: none"> ◆ Your Liberty Financial service counts as service with State Street for purposes of vesting
DST Systems, Inc. 7/1/2001	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after July 1, 2001 ◆ Your Basic Credits are based on your earnings and your combined DST and State Street service ◆ Your DST service counts as service with State Street for purposes of vesting
Russell Fund Distributors, Inc. 3/1/2002	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after March 1, 2002 ◆ Your Basic Credits are based on your earnings and your combined Russell and State Street service ◆ Your Russell service counts as service with State Street for purposes of vesting
Atlantic Trust Company, N.A. 10/7/2002	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after October 7, 2002 ◆ Your Basic Credits are based on your earnings and your combined Atlantic Trust and State Street service ◆ Your Atlantic Trust service counts as service with State Street for purposes of vesting
J. & W. Seligman & Co. Inc. 10/22/2002	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after October 22, 2002 ◆ Your Basic Credits are based on your earnings and your combined Seligman and State Street service ◆ Your Seligman service counts as service with State Street for purposes of vesting
Deutsche Bank 2/1/2003	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after February 1, 2003 ◆ Your Deutsche Bank service counts as service with State Street for purposes of vesting
Deutsche Investment Management Americas, Inc. (DeAM Scudder) 4/1/2003	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after April 1, 2003 ◆ Your DeAM Scudder service counts as service with State Street for purposes of vesting
Deutsche Americas Trust Company (Deutsche/WMS) 7/16/2003	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after July 16, 2003 ◆ Your Deutsche/WMS service counts as service with State Street for purposes of vesting
Princeton Financial Systems, Inc. (PFS) 1/1/01	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after January 1, 2001 ◆ Your Basic Credits are based on your earnings and your combined Princeton Financial and State Street service ◆ Your Princeton Financial service counts as service with State Street for purposes of vesting
Citigroup Inc. 9/1/2005	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after September 1, 2005 ◆ Your Citibank service counts as service with State Street for purposes of vesting
Union National Bank /1/1983.	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after July 1, 1983

	<ul style="list-style-type: none"> ◆ Any UNB benefit earned before July 1, 1983, would be payable by John Hancock Mutual Life
SCI Maryland 12/31/1989	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after December 31, 1989, and you may be eligible for “grandfathering.” See Appendix A if you meet the requirements ◆ Your Basic Credits are based on your earnings and your combined SCI Maryland and State Street service ◆ Your SCI Maryland service counts as service with State Street for purposes of vesting
Askari Inc. (Wendover Funding, Inc.) 6/24/1998	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after June 24, 1998 ◆ Your Askari service counts as service with State Street for purposes of vesting
Bank of New England 10/1/1990	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after October 1990 and you may be eligible for “grandfathering.” See Appendix A if you meet these requirements ◆ Your Basic Credits are based on your earnings and your combined Bank of New England and State Street service ◆ Your Bank of New England service counts as service with State Street for purposes of vesting
Bank of Boston 10/2/1995	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after October 2, 1995 ◆ Your Basic Credits are based on your earnings and your combined Bank of Boston and State Street service ◆ Your Bank of Boston service counts as service with State Street for purposes of vesting
Citibank 1993	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after January 1993 ◆ Your Basic Credits are based on your earnings and your combined Citibank and State Street service ◆ Your Citibank service counts as service with State Street for purposes of vesting
Mercantile (Saint Louis) 6/1996	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after June 1996 ◆ Your Basic Credits are based on your earnings and your combined Mercantile (Saint Louis) and State Street service ◆ Your Mercantile (Saint Louis) service counts as service with State Street for purposes of vesting
BayBank 1996	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after January 1996 ◆ Your Basic Credits are based on your earnings and your combined BayBank and State Street service ◆ Your BayBank service counts as service with State Street for purposes of vesting
Fleet 6/1997	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after June 1996 ◆ Your Basic Credits are based on your earnings and your combined Fleet and State Street service

	<ul style="list-style-type: none"> ◆ Your Fleet service counts as service with State Street for purposes of vesting
Shawmut 1/1/1988	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after January 1, 1988 ◆ Your Basic Credits are based on your earnings and your combined Shawmut and State Street service ◆ Your Shawmut service counts as service with State Street for purposes of vesting ◆ Your State Street benefit can not be lower than the Shawmut accrued benefit as of December 31, 1987
Evergreen Investment Management Company LLC 10/23/06	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after October 23, 2006 ◆ Your Evergreen service counts as service with State Street for purposes of vesting
Putnam and its Affiliates January 1, 2007	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after January 1, 2007 ◆ Your Putnam service counts as service with State Street for purposes of vesting
Currenex, Inc. 3/26/07	<ul style="list-style-type: none"> ◆ You became eligible to participate in the State Street Retirement Plan on or after March 26, 2007 ◆ Your Currenex service counts as service with State Street for purposes of vesting

General Retirement Plan Information

Assignments and Liens

Generally, you may not assign, pledge, borrow against or otherwise promise any benefit from the Retirement Plan before you receive that benefit. Any portion of your account, however, may be paid to a spouse, an ex-spouse, a child and/or another dependent under the terms of certain court orders, called Qualified Domestic Relations Orders (QDROs) relating to child support, alimony and/or marital property rights. QDROs can be followed only if they conform to detailed legal requirements (see below).

Qualified Domestic Relations Orders (QDROs)

A QDRO is a court order, judgment or decree that requires the Plan to distribute all or part of your vested account balance to your Federal Spouse, former Federal Spouse, child or other dependent to meet marital, alimony or child support obligations imposed on you by law.

The Retirement Plan will comply with any court-issued QDRO. The Plan Sponsor has established procedures for the administration of QDROs.

You may obtain, free of charge, a QDRO administration package, which contains the guidelines for processing QDROs and the model QDROs by contacting the State Street Benefits Center at 1-800-985-3863.

Plan Continuation

State Street expects to continue the Retirement Plan indefinitely for its employees, but State Street reserves the right to amend, modify, merge, suspend or terminate the Retirement Plan at any time and for any reason in its sole discretion.

Top-Heavy Rules

A top-heavy plan is a plan that provides more than 60% of its benefits to key employees (or to certain officers of the company). If the Plan becomes top heavy, you will be informed and the Plan will be modified as prescribed by law.

Claims and Appeal Procedures

If you have made a request for benefits to the SSP administrator and your request is denied, in whole or in part, you may make a claim for those benefits by requesting a review. To make a request for review, you should submit your request to:

GHR U.S. Benefits Planning
State Street Corporation
c/o Vice President, GHR-U.S. Benefits Planning
2 Avenue de Lafayette, LCC1E
Boston, MA 02111-1724

When making your request, please be as specific as you can. Your request for review should:

- ◆ State exactly what you are requesting; and
- ◆ The reason(s) you believe your request should be approved (specifying the Plan terms upon which you rely).

Your claim must be submitted within 120 days after you are notified of the “Notice Date”:

- ◆ In the case where benefits are paid to you in a lump sum, the Notice Date is the date of the payment of the lump sum
- ◆ If your benefits are paid in the form of an annuity or installments, the Notice Date is the date of payment of the first installment of the annuity or payment of the first installment.
- ◆ If you receive notice from the Plan that you are not entitled to benefits prior to your filing of a claim for benefits (for example, if your employment with State Street ends and it is determined that you are not vested in your account, the Notice Date is the date you receive such notice.)
- ◆ If you receive a written statement of your account in the Plan as of a specific date or the amounts credited to or charged against your account within a specified period, the Notice Date relating to the matter described in the statement is the date you or your beneficiary receives such statement.

Within 90 days after your claim is received by the Plan Administrator, you will be notified in writing of the decision. If your claim is denied, the notification will include:

- ◆ The specific reason(s) for the adverse benefit determination;
- ◆ Reference to the specific Plan provisions on which the determination is based;
- ◆ A description of any additional material or information necessary for you to perfect the claim and an explanation of why it is needed;
- ◆ A description of the Plan’s appeal procedures and time limits, and
- ◆ A description of your rights under Section 502(a) of ERISA to bring a civil action with respect to any appeal of a benefit denial.

If more than 90 days is needed to make a decision, you will be notified within the initial 90-day period, and an explanation regarding why more time is needed will be provided. If additional time is needed, a decision will be rendered within 180 days of the date you filed your request for review.

Submitting an Appeal

If your claim is denied in whole or in part, you or your authorized representative may appeal the claim denial. Your claim appeal must be in writing and must be made within 60 days after the denial is received. Send the appeal directly to:

U.S. Appeals Committee
State Street Corporation
c/o Vice President, GHR-U.S. Benefits Planning
2 Avenue de Lafayette, LCC1E
Boston, MA 02111-1724

In your appeal, state the reasons why you believe the claim was improperly denied and include all additional information that you consider relevant in support of the claim. You may also request reasonable access to and copies of all documents, records and other information relevant to your denied claim, free of charge.

The U.S. Appeals Committee serves as the final review committee. It will conduct a review at its next quarterly meeting following receipt of your written request for review, provided the written request is received at least 30 days before the meeting. If the written request is not received within 30 days of the next U.S. Appeals Committee meeting, the Committee will conduct a review at the second meeting following receipt of your written request for review.

The U.S. Appeals Committee will typically notify you of its final decision within five business days after the date of the quarterly meeting at which your appeal is reviewed. If the U.S. Appeals Committee needs additional time to make a decision, it will notify you in writing within five business days from the quarterly meeting and explain why more time is needed. The U.S. Appeals Committee may then take until no later than the third quarterly meeting following receipt of your written request for review to decide and will notify you of its decision within five business days following that meeting. In addition, if additional time is needed because the Appeals Committee determines you did not provide sufficient information to make a determination on your claim, the period of time in which your claim is required to be considered will be tolled from the date on which notification of the extension is sent to you until the date on which you respond to the request for information.

The decision will be in writing and, if your claim is denied on appeal, will include the following:

- ◆ The specific reason or reasons for the adverse determination;
- ◆ Reference to the specific Plan provisions on which the determination is based;
- ◆ A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all relevant documents relied upon in determining the claim; and
- ◆ A statement informing you about the right to bring a civil action under section 502(a) of ERISA.

Any interpretation or decision by the U.S. Appeals Committee shall be binding and conclusive upon all interested persons. Any interpretation or decision of the U.S. Appeals Committee will only be set aside if the Committee is found to have acted arbitrarily and capriciously in interpreting or construing the terms of the Plan.

You may not bring any legal proceeding regarding your benefits under the Plan prior to the earliest of the following:

- ◆ Two years after the applicable Notice Date (defined above),
- ◆ One year after the date you receive a decision from the U.S. Appeals Committee regarding your appeal, or
- ◆ The date otherwise prescribed by applicable law.

Also, you must exhaust the claim appeals procedure before you can bring a legal action regarding your Plan benefits.

What Happens When

The Retirement Plan is designed to help and support you during the different stages and events in your life. This section provides an overview of how Retirement Plan benefits are affected if you experience certain life events.

What Happens When . . .	How Your Retirement Plan Participation May Be Affected
You get married	<ul style="list-style-type: none"> ◆ Your spouse automatically becomes your beneficiary, unless you are over 35 years of age and your spouse provides written, notarized consent to a different beneficiary.
You become divorced or legally separated	<ul style="list-style-type: none"> ◆ You may want to review and, if necessary, change your beneficiary designation. Contact the State Street Benefits Center through the Web site at http://statestreet.csplans.com or by calling the State Street Benefits Center VRU at 1-800-985-3863 if you have questions about a Qualified Domestic Relations Order (QDRO) or to request a QDRO administration package.
You take an approved leave of absence	<ul style="list-style-type: none"> ◆ If your leave is paid, your Retirement Plan benefits will continue to grow with interest Credits and with Special Transition Credits (if you are eligible for Special Transition Credits.) ◆ If your leave is unpaid, your Retirement Plan benefits will be suspended. ◆ For information on effects of military leave, see the Military Leave section.
You become unable to work due to disability	<ul style="list-style-type: none"> ◆ If you are a participant in the Long Term Disability Plan, your Retirement Plan benefits will continue to grow with interest Credits and with Special Transition Credits (if you are eligible for Special Transition Credits.) ◆ If you are not a participant in the Long Term Disability Plan, your Retirement Plan benefits will be suspended.
Your employment ends	<ul style="list-style-type: none"> ◆ If your Retirement Account balance is \$5,000 or less, you must take your total account balance as a lump-sum payment or it may be rolled over to an individual IRA on your behalf (See If Your Account Balance is \$5,000 or Less for details). ◆ If your Retirement Account balance is more than \$5,000, you may leave it in the Plan. The Company will no longer apply Basic Credits or Special Transition Credits to your account, but you will earn Interest Credits until you take a distribution or begin receiving benefit payments from the Plan. ◆ You may request a distribution from the State Street Benefits Center by obtaining the forms on the State Street Benefits Center Web site at http://statestreet.csplans.com or by calling the State Street Benefits Center VRU at 1-800-985-3863.
You retire	<ul style="list-style-type: none"> ◆ The Company will no longer apply Basic Credits or Special Transition Credits to your account, but you will earn Interest Credits until you take a distribution or begin receiving benefit payments from the Plan. ◆ You may request a distribution from the State Street Benefits Center by obtaining the forms on the State Street Benefits Center Web site at http://statestreet.csplans.com or by calling the

	State Street Benefits Center VRU at 1-800-985-3863.
You or your designated beneficiary dies	<ul style="list-style-type: none"> ◆ If you die and you have not begun receiving your benefit, your Retirement Plan account will be paid to your spouse or beneficiary. ◆ If your spouse or your beneficiary dies and you have not begun receiving your benefit, you should update your beneficiary designation. If your designated beneficiary dies and you have already begun to receive payments of your benefit, you may not change your beneficiary unless you are receiving the Five-Year Level Installment form of payment or the Certain and Continuous form of payment.
If you transfer to a State Street Subsidiary (i.e., a subsidiary that is 80% or more owned directly or indirectly by State Street)	<ul style="list-style-type: none"> ◆ If you transfer employment to another State Street subsidiary, even if the affiliate is <i>not</i> a participating employer, you cannot collect your benefit under the Retirement Plan until you terminate from the Company and any subsidiary.

Administrative Information

Plan Information

Plan Number: 001

History: The Retirement Plan was originally established in 1946 by the Company for the benefit of its employees and has been amended from time to time. Effective as of January 1, 2008, the Retirement Plan is frozen.

Plan Year: The Plan operates and maintains records on a calendar-year basis (January 1 through December 31).

Type of Plan: The Plan is classified as a defined benefit plan.

Funding Medium: Trust

Plan Funding: Company

Employer Identification Numbers of Participating Employers:

State Street Bank and Trust Co.	04-1867445
State Street Bank and Trust Co. N.A.	13-3191724
State Street California Inc.	06-1588730
State Street Bank and Trust Co. of Cal.	06-1143380
State Street Bank and Trust Co. of NH	02-0447429
State Street Financial Services, Inc.	04-2835718
Elkins/McSherry, LLC	04-3463496
Princeton Financial Systems, Inc.	22-2874983
State Street Global Advisors Capital Management Trust Company	42-1704580
State Street Mass. Securities Corp	04-3137444
Currenex, Inc.	94-3345255
International Fund Services (N.A.) L.L.C.	11-3644300
Investment Management Services, Inc.	13-3637605

Investors California LLC

13-4229875

Palmeri Fund Administrators, inc.

22-3114019

Plan Administrator

North America Regional Benefits Committee
c/o GHR-US Benefits Planning Department
State Street Corporation
2 Avenue de Lafayette, LCC1E
Boston, MA 02111-1724
617-664-3000

The Plan Administrator has the duty and the discretionary authority to interpret the terms of the Plan and to decide any dispute that may arise regarding the rights of any individual participant in the Plan. This includes the discretionary authority to make determination as to eligibility for participation in and benefits under the Plan. Any interpretation or decision by the Plan Administrator will apply uniformly to all persons similarly situated and shall be binding and conclusive upon all interested persons. Any interpretation or decision of the Plan Administrator will be set aside only if the Plan Administrator is found to have acted arbitrarily and capriciously in interpreting or construing the terms of the Plan.

Plan Sponsor

State Street Corporation
One Lincoln Street
Boston, MA 02111
EIN: 04-2456637

Trustee of the State Street Retirement Plan

State Street Bank and Trust Company
225 Franklin Street
Boston, MA 02110

Agent for Legal Process

If you believe that your rights under the Plan have been violated, you have the right to bring legal action against the Plan in a court of law. The Plan Administrator is the agent named to receive service of legal process. The Plan Trustee may also receive service of legal process.

You may contact the Plan's agent:

- ◆ For service of legal process or
- ◆ Whenever any written material must be submitted to a Plan fiduciary.

Plan Fiduciary Responsibility

Plan fiduciaries are the Company, the North America Regional Benefits Committee and the Trustee. The Board of Directors, acting for the Company, has the authority, among other things, to appoint and remove participants of the Benefit Plans Committee and the Plans Investment Committee; appoint and terminate the trustee; and establish, change, terminate, merge or divide any trusts.

IRS Approval

The Retirement Plan is subject to the approval of the IRS. If changes are required for continuing approval of the Plan, the changes made will be communicated to you.

Pension Trust Fund and Plan Trustee

The Company pays the entire cost of financing retirement benefits under the Plan. Company contributions are based on the earnings of Plan assets, the life expectancies, salary and service of all Plan participants, and the benefits they are expected to receive. Company contributions made to the Plan are held in trust, under a trust agreement, for the benefit of Plan participants and their spouses and beneficiaries. The Company contributes to the trust amounts that are required, on an actuarial basis, to provide for the benefits expected to be payable from the Plan and certain administrative expenses. The Plan's assets are invested by the trustee in accordance with the provisions of the Trust Agreement. Distributions are made only from the Plan's trust, by the Trustee, at the direction of the Plan Administrator.

Pension Benefit Guaranty Corporation

Your retirement benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all the requirements at the time the Plan terminates; (5) certain early-retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money your Plan has and how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site at <http://www.pbgc.gov>.

Your ERISA Rights

The Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including the provisions thereof pertaining to reporting and disclosure, participation, vesting, nonalienation of benefits, fiduciary duty and enforcement. As a participant in this Plan, you are entitled to certain rights and protections. 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 work sites, all documents governing the Plan, including insurance contracts 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 written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and an updated SPD. The Plan 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 financial report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon those 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 Plan participants and beneficiaries. No one, including your employer or any other person, may terminate you or otherwise discriminate against you in any way in order to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied, 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 it within 30 days, you may file suit in 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 for reasons beyond the control of the Plan Administrator. If you have a claim for benefits that 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 or a medical child support order, you may file suit in a 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.

Assistance With Your Questions

If you have questions about your Plan, you should contact the State Street Benefits Center. If you have 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, U.S. Department of Labor, listed in your telephone directory; or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain

publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Appendix A: Special Subsidies for Employees Hired on or Before December 31, 1989 (Grandfathered Benefit)

Grandfathered Benefit Frozen as of August 31, 2003

Participants who were employed as of December 31, 1989, and who remain continuously employed until they have reached age 55 and have completed at least 10 years of service are entitled to have their benefit calculated under special subsidies or formulas. These subsidies and formulas collectively are referred to as the “grandfathered benefit.” The grandfathered benefit was frozen as of August 31, 2003. This means that if you continued working at State Street after this date, your grandfathered benefit will be calculated using your final average salary and benefit service as of August 31, 2003. Your grandfathered benefit payable to you at age 65 will not increase with pay or benefit service after August 31, 2003. Your future age and service will, however, continue to count for purposes of early retirement eligibility and early retirement reductions. Your Retirement Plan account is not affected by the freezing of the grandfathered benefit.

If you were an eligible employee of State Street on December 31, 1989, and have been continuously employed since that date, you are eligible for the grandfathered benefit provided you meet the age and service requirements. This means that when you retire, you will receive the greater of your account balance in the Retirement Plan (also called your Retirement Plan account or cash balance account) or the grandfathered benefit, as described below.

You are not eligible for any grandfathered benefit if you leave State Street before age 55. If you terminate before age 55, become rehired and again become a Retirement Plan participant, you will no longer be eligible for the grandfathered benefit.

The age 55 requirement for the grandfathered benefits was waived for employees who satisfied all applicable requirements of the 2003 Voluntary Separation Program (as determined by State Street). If you did not elect the 2003 Voluntary Separation Program and subsequently leave State Street before age 55, you will be eligible for your Retirement Plan (cash balance) account only. See [Appendix B: Enhanced Benefits Under the 2003 Voluntary Separation Program](#) for more information about the Voluntary Separation Program.

Grandfathered Benefit

The “grandfathered” formulas and subsidies used to determine your grandfathered benefit payable at age 65 are as follows. As explained above, the grandfathered benefit was frozen as of August 31, 2003.

You will receive the greatest of the following applicable formulas:

1. Your accrued benefit under the prior plan as of June 30, 1989, multiplied by your final average salary as of your termination date and divided by your final average salary as of June 30, 1989

PLUS

1.5% of your final average salary as of your termination date multiplied by years of benefit service after June 30, 1989 (Your total benefit service, including pre-June 30, 1989, service, is limited to 30 years.)

2. 1.6667% of your final average salary as of your termination date minus 1.6667% of your Social Security benefit, multiplied by years of benefit service as of your termination date (as defined in the prior plan) not in excess of 30 years
3. For participants employed on December 31, 1970: 1.25% of annual compensation (as defined in the prior plan) for each year of service, plus 0.5% of final average salary (as of your termination date) in excess of \$4,800 multiplied by service, where service is the sum of past service and future service as defined under the prior plan as of your termination date

Grandfathered Benefits Prior to Age 65

If you elect to receive your grandfathered benefit at age 55 or later, but before age 65, the benefit will be actuarially adjusted (reduced) for early commencement as shown below.

Age at Benefit Commencement	If You Have 20 or More Years of Vesting Service	If You Have Less Than 20 Years of Vesting Service
65	100%	100%
64	100%	93%
63	100%	87%
62	100%	80%
61	96%	73%
60	92%	67%
59	88%	63%
58	84%	60%
57	81%	57%
56	78%	53%
55	75%	50%

Please note that special reduction factors may apply to employees who elected the 2003 Voluntary Separation Program and were older than age 50 at the time of their election. See [Appendix B](#) for additional information.

Death Benefit

If you were an employee on December 31, 1989, have been continuously employed since that date and die after age 55, your spouse (or former spouse entitled to benefits under the terms of a QDRO) will be eligible to receive the greater of the actuarial equivalent of your Retirement Plan (cash balance) account or the actuarial equivalent of the survivor annuity benefit that he or she would have received had you retired just before your death and elected to receive the 50% joint and survivor annuity. This annuity will begin on the first day of the month following the date on which you would have reached age 65 (or, if later, on your date of death), unless the spouse elects to have the annuity begin on an earlier date. (Actuarial adjustments would be made to reflect an early payment.)

Notes on the Grandfather Benefit

Wages used to calculate any grandfathered benefit applicable to employees hired before January 1, 1990, will be determined under the terms of the prior plan.

Appendix B: Enhanced Benefits Under the 2003 Voluntary Separation Program

In 2003, State Street offered a Voluntary Separation Program. Employees who satisfied all applicable requirements of the 2003 Voluntary Separation Program (as determined by State Street) were eligible for the following enhancements under the Retirement Plan:

- ◆ Their cash balance accounts were calculated as if their pay (base pay rates as of April 1, 2003) and service continued to August 31, 2003.
- ◆ They became 100% vested in the Retirement Plan, regardless of actual years of vesting service.
- ◆ The age 55 requirement for the grandfathered benefit was waived. (See Appendix A: Special Subsidies for Employees Hired on or Before December 31, 1989.)

Employees who satisfied all applicable requirements of the 2003 Voluntary Separation Program (as determined by State Street) *and* who had reached age 50 and completed five years of projected service as of August 31, 2003, were eligible for these *additional* enhancements:

- ◆ Five additional years of [Basic Credits](#) were added to their cash balance accounts. The 30-year limit on Basic Credits did not apply to these additional five years of credits, and Basic Credits in excess of 30 were credited at an annual rate of 11.25%.
- ◆ For employees eligible for the grandfathered benefit (see Appendix A: Special Subsidies for Employees Hired on or Before December 31, 1989), an enhanced age (equal to actual age as of August 31, 2003, plus five years) was used to determine early retirement eligibility and reductions for the grandfathered benefit. The enhanced age allowed eligible participants to retire as early as age 50 with a smaller reduction in benefits for early retirement.
- ◆ Increased grandfathered benefits were provided to employees whose enhanced age was 62 or older with 20 or more years of service or whose enhanced age was 65 or older as of August 31, 2003. Grandfathered benefits were increased by 6% for each year that the participant would have been entitled to an unreduced benefit (maximum increase of 30%).
- ◆ For employees who were under age 50 as of August 31, 2003, immediately payable retirement benefits were based on the actuarial equivalent of their normal retirement grandfathered benefit.

The lump-sum payment option was not available to employees who elected the Voluntary Separation Program if the present value of their enhanced Retirement Plan benefit was \$25,000 or more. Instead, they had the option to elect a Five-Year Level Installment Payment.

Rehire of 2003 Voluntary Separation Program Participants

The following provisions apply to any Retirement Plan participant who terminated under the 2003 Voluntary Separation Program and is later rehired:

- ◆ The employee will remain 100% vested in the Retirement Plan, regardless of actual years of vesting service.
- ◆ Future [Basic Credits](#) (following rehire) will be based on the employees' actual years of service and actual age.
- ◆ If the employee had not received payment from the Retirement Plan, he or she cannot elect a lump-sum payment upon subsequent termination of employment if he or she could not elect lump-sum

payment under the Voluntary Separation Program (that is, if the present value of the enhanced Retirement Plan benefit was \$25,000 or more).

- ◆ If the employee had not received payment from the Retirement Plan, his or her benefit upon subsequent termination of employment will be equal to the greater of the following:
 - The enhanced benefit he or she was entitled to receive under the Voluntary Separation Program, based on his or her actual age on the benefit commencement date (not his or her enhanced age). However, this amount cannot be less than the amount the employee would have been entitled to receive under the Voluntary Separation Program at the time of rehire.

OR

- His or her Retirement Plan (cash balance) account. For purposes of determining the cash balance account, future [Basic Credits](#) will be based on the employee's actual years of service (including prior years of service and service following rehire) and actual age. These future accruals will be added to the prior cash balance account.

Enhanced Benefits for Certain Employees of International Deposit Services and Private Asset Management

Enhanced Retirement Plan benefits similar to those offered under the 2003 Voluntary Separation Program were also available to the following groups:

- ◆ Employees whose jobs were eliminated as a result of the transfer of the International Deposit Services business unit to Canada and who did not transfer to another position with an affiliated employer before their role completion date or the date they signed the required release agreement, whichever is later, provided their employment with all affiliated employers ended after March 31, 2003
- ◆ Employees of the Private Asset Management business unit (PAM) who were employed in PAM on the date that the transaction to sell PAM was completed (unless their role completion date was determined by State Street to have occurred earlier) and who were not offered employment with the purchaser of PAM. Employees who were offered employment with the purchaser of PAM are eligible only for 100% vesting in their retirement benefit and, if applicable, may be entitled to receive the greater of their Retirement Plan (cash balance) account or the grandfathered benefit

For More Information

This is just a brief summary of the Retirement Plan provisions related to the 2003 Voluntary Separation Program and the IDS and PAM severance agreements. Detailed information is contained in the Retirement Plan document. For more information, visit the State Street Benefits Center Web site at <http://statestreet.csplans.com> or call the State Street Benefits Center VRU at 1-800-985-3863.