reduction from the 6.7 million hours worked in the prior calendar year; and (b) that IFS has no independent source for this data. IFS represents that the "worst case" scenario IFS developed was based on a decrease in hours from 6.7 million in 2008 to 1.1 million in 2022, which is a reduction of 84 percent (84%). IFS considers the 1.1 million level to be a sufficiently "worst case" economic scenario for this test. IFS represents that this scenario anticipated a significant decrease in hours for the 2009 period already, albeit somewhat less than the actual 1.9 million hours. A 29 percent (29%) decline in any one year is within the range of possibility for the aggregate worst case result modeled by IFS. In the model, IFS developed, maintaining the overall 5.6 million hour reduction after substituting the actual reduction in calendar year 2009 merely requires that the average declining rate over the final ten (10) years to average 14.5 percent (14.5%), rather than 16 percent (16%). IFS concludes that a 29 percent (29%) reduction in work hours in one year is within the reasonable limits of volatility for the overall 84 percent (84%) decline that IFS modeled between 2008 and 2022. Accordingly, IFS considers the worst case scenario to remain valid.

With regard to the feasibility of the subject transaction, the applicant points out that the structure of the exemption is more important than the actual number of carpenter work hours in any month. In this regard, the applicant states that IFS, acting as the independent fiduciary on behalf of the Fund, is responsible for reviewing the financing terms, the Fund's cash flow, and the amount of projected employer contributions to the Fund. Further, the applicant states that IFS will determine whether the transaction is feasible, in the interest of, and protective of the participants. If the transaction does not satisfy those requirements, the applicant states that IFS will not approve the transaction.

In conclusion, it is the applicant's view that the Fund's purchase of a new facility is in furtherance of its long-term commitment to its core mission of training apprentices and carpenters in the Boston area. The decision by the Trustees to purchase the Condo and the decision of how much to pay for the Condo are not based on the number of carpenter work hours in a peak period or during a recession, but on an analysis of the training needs of participants and the projected revenues and expenses of the Fund over the long term. Furthermore, the applicant points out that while the economic downturn has caused a decline in carpenter work hours and contributions to the Fund, it has also resulted in lower interest rate financing, and lower construction costs for the renovation of the Building. In addition, because of the decline in real estate value, the Fund is likely to experience a savings in the purchase price of the Condo, as the fair market value is expected to be less than the Fund's *pro rata* share of the construction costs for the renovation of the Building. The applicant maintains that IFS will analyze all of these factors before making its final decision on whether to proceed with the subject transaction.

13. The commentator states that the construction costs for the renovation of the Building were approximately $26 million dollars but that the fair market of such Building will be approximately $11 million upon completion.

In response, the applicant maintains that the comment concerning the decline in the value of the Building is erroneous and misleading. In this regard, it is represented that while the purchase price and construction costs of renovating the Building totaled over $26 million, the pro-rata allocation of those costs to the Union's condominium unit is in the $11 million range, so the Union did not suffer a $15 million loss, as implied by the commentator.

After full consideration and review of the entire record, including the written comments filed by the applicant and by the commentator, the Department has determined to grant the exemption, as amended, corrected, and clarified above. Comments and responses submitted to the Department by the applicant and comments submitted by the commentator have been included as part of the public record of the exemption application. Copies of these comments and the responses thereto are posted on the Department's Web site at *http://www.dol.gov/ebsa*. The complete application file (L–11558), including all supplemental submissions received by the Department, is available for public inspection in the Public Documents Room of the Employee Benefits Security Administration, Room N–1513, U.S. Department of Labor, 200 Constitution Avenue, NW., Washington, DC 20210.

For a more complete statement of the facts and representations supporting the Department's decision to grant this exemption refer to the Notice published on December 22, 2009, at 74 FR 68120.

FOR FURTHER INFORMATION CONTACT: Angelena C. Le Blanc of the Department, telephone (202) 693–8540. (This is not a toll-free number.)

General Information

The attention of interested persons is directed to the following:

(1) The fact that a transaction is the subject of an exemption under section 408(a) of the Act and/or section 4975(c)(2) of the Code does not relieve a fiduciary or other party in interest or disqualified person from certain other provisions to which the exemption does not apply and the general fiduciary responsibility provisions of section 404 of the Act, which among other things require a fiduciary to discharge his duties respecting the plan solely in the interest of the participants and beneficiaries of the plan and in a prudent fashion in accordance with section 404(a)(1)(B) of the Act; nor does it affect the requirement of section 401(a) of the Code that the plan must operate for the exclusive benefit of the employees of the employer maintaining the plan and their beneficiaries;

(2) This exemption is supplemental to and not in derogation of, any other provisions of the Act and/or the Code, including statutory or administrative exemptions and transactional rules. Furthermore, the fact that a transaction is subject to an administrative or statutory exemption is not dispositive of whether the transaction is in fact a prohibited transaction; and

(3) The availability of this exemption is subject to the express condition that the material facts and representations contained in the application accurately describes all material terms of the transaction which is the subject of the exemption.

Signed at Washington, DC, this 7th day of June 2010.

Ivan Strasfeld,

Director of Exemption Determinations, Employee Benefits Security Administration, U.S. Department of Labor.

[FR Doc. 2010–14022 Filed 6–10–10; 8:45 am]

BILLING CODE 4510–29–P

DEPARTMENT OF LABOR

Employee Benefits Security Administration

Application Nos. and Proposed Exemptions; D–11573, Citigroup Global Markets, Inc. and Its Affiliates (Together, CGMI or the Applicant); and L–11624, Boston Carpenters Apprenticeship and Training Fund (the Fund), et al.

AGENCY: Employee Benefits Security Administration, Labor

ACTION: Notice of proposed exemptions.

SUMMARY: This document contains notices of pendency before the Department of Labor (the Department) of proposed exemptions from certain of the prohibited transaction restrictions of the Employee Retirement Income Security Act of 1974 (ERISA or the Act) and/or the Internal Revenue Code of 1986 (the Code).

Written Comments and Hearing Requests

All interested persons are invited to submit written comments or requests for a hearing on the pending exemptions, unless otherwise stated in the Notice of Proposed Exemption, within 45 days from the date of publication of this **Federal Register** Notice. Comments and requests for a hearing should state: (1) The name, address, and telephone number of the person making the comment or request, and (2) the nature of the person's interest in the exemption and the manner in which the person would be adversely affected by the exemption. A request for a hearing must also state the issues to be addressed and include a general description of the evidence to be presented at the hearing.

ADDRESSES: All written comments and requests for a hearing (at least three copies) should be sent to the Employee Benefits Security Administration (EBSA), Office of Exemption Determinations, Room N–5700, U.S. Department of Labor, 200 Constitution Avenue, NW., Washington, DC 20210. Attention: Application No. ____, stated in each Notice of Proposed Exemption. Interested persons are also invited to submit comments and/or hearing requests to EBSA via e-mail or FAX. Any such comments or requests should be sent either by e-mail to: *moffitt.betty@dol.gov,* or by FAX to (202) 219–0204 by the end of the scheduled comment period. The applications for exemption and the comments received will be available for public inspection in the Public Documents Room of the Employee Benefits Security Administration, U.S. Department of Labor, Room N–1513, 200 Constitution Avenue, NW., Washington, DC 20210.

Warning: If you submit written comments or hearing requests, do not include any personally-identifiable or confidential business information that you do not want to be publicly-disclosed. All comments and hearing requests are posted on the Internet exactly as they are received, and they can be retrieved by most Internet search engines. The Department will make no deletions, modifications or redactions to the comments or hearing requests received, as they are public records.

Notice to Interested Persons

Notice of the proposed exemptions will be provided to all interested persons in the manner agreed upon by the applicant and the Department within 15 days of the date of publication in the **Federal Register**. Such notice shall include a copy of the notice of proposed exemption as published in the **Federal Register** and shall inform interested persons of their right to comment and to request a hearing (where appropriate).

SUPPLEMENTARY INFORMATION: The proposed exemptions were requested in applications filed pursuant to section 408(a) of the Act and/or section 4975(c)(2) of the Code, and in accordance with procedures set forth in 29 CFR Part 2570, Subpart B (55 FR 32836, 32847, August 10, 1990). Effective December 31, 1978, section 102 of Reorganization Plan No. 4 of 1978, 5 U.S.C. App. 1 (1996), transferred the authority of the Secretary of the Treasury to issue exemptions of the type requested to the Secretary of Labor. Therefore, these notices of proposed exemption are issued solely by the Department.

The applications contain representations with regard to the proposed exemptions which are summarized below. Interested persons are referred to the applications on file with the Department for a complete statement of the facts and representations.

Citigroup Global Markets, Inc. and Its Affiliates (Together, CGMI or the Applicant) Located in New York, New York

[Application No. D–11573]

Proposed Exemption

The Department is considering granting an exemption under the authority of section 408(a) of the Act (or ERISA) and section 4975(c)(2) of the Code and in accordance with the procedures set forth in 29 CFR Part 2570, Subpart B (55 FR 32836, August 10, 1990).

Section I. Covered Transactions

A. If the exemption is granted, the restrictions of section 406(a) of the Act and the sanctions resulting from the application of section 4975 of the Code, by reason of section 4975(c)(1)(A) through (D) of the Code, shall not apply, effective May 31, 2009, to the purchase or redemption of shares by an employee benefit plan, an individual retirement account (an IRA), a retirement plan for self-employed individuals (a Keogh Plan), or an individual account pension plan that is subject to the provisions of Title I of the Act and established under section 403(b) of the Code (the Section 403(b) Plan) (collectively, the Plans) in the Trust for Consulting Group Capital Markets Funds (the Trust), sponsored by MSSB in connection with such Plans' participation in the TRAK Personalized Investment Advisory Service (the TRAK Program).

B. If the exemption is granted, the restrictions of section 406(b) of the Act and the sanctions resulting from the application of section 4975 of the Code, by reason of section 4975(c)(1)(E) and (F) of the Code, shall not apply, effective May 31, 2009, with respect to the provision of (i) investment advisory services by the Adviser or (ii) an automatic reallocation option as described below (the Automatic Reallocation Option) to an independent fiduciary of a participating Plan (the Independent Plan Fiduciary), which may result in such fiduciary's selection of a portfolio (the Portfolio) [1] in the TRAK Program for the investment of Plan assets.

This exemption is subject to the following conditions set forth below in Section II.

Section II. General Conditions

(a) The participation of Plans in the TRAK Program is

(b) approved by an Independent Plan Fiduciary. For purposes of this requirement, an employee, officer or director of the Adviser and/or its affiliates covered by an IRA not subject to Title I of the Act will be considered an Independent Plan Fiduciary with respect to such IRA.

(c) The total fees paid to the Adviser and its affiliates will constitute no more than reasonable compensation.

(d) No Plan pays a fee or commission by reason of the acquisition or redemption of shares in the Trust.

(e) The terms of each purchase or redemption of Trust shares remain at least as favorable to an investing Plan as those obtainable in an arm's length transaction with an unrelated party.

(f) The Adviser provides written documentation to an Independent Plan Fiduciary of its recommendations or evaluations based upon objective criteria.

(g) Any recommendation or evaluation made by the Adviser to an

[1] For the avoidance of doubt, unless the context suggests otherwise, the term "Portfolio" includes the Stable Value Investments Fund, a collective trust fund established and maintained by First State Trust Company, formerly a wholly-owned subsidiary of Citigroup.

Independent Plan Fiduciary is implemented only at the express direction of such Independent Plan Fiduciary, provided, however, that—

(1) If such Independent Plan Fiduciary elects in writing (the Election), on a form designated by the Adviser from time to time for such purpose, to participate in the Automatic Reallocation Option under the TRAK Program, the affected Plan or participant account is automatically reallocated whenever the Adviser modifies the particular asset allocation recommendation which the Independent Plan Fiduciary has chosen. Such Election continues in effect until revoked or terminated by the Independent Plan Fiduciary in writing.

(2) Except as set forth below in paragraph II(f)(3), at the time of a change in the Adviser's asset allocation recommendation, each account based upon the asset allocation model (the Allocation Model) affected by such change is adjusted on the business day of the release of the new Allocation Model by the Adviser, except to the extent that market conditions, and order purchase and redemption procedures, may delay such processing through a series of purchase and redemption transactions to shift assets among the affected Portfolios.

(3) If the change in the Adviser's asset allocation recommendation exceeds an increase or decrease of more than 10 percent in the absolute percentage allocated to any one investment medium (*e.g.,* a suggested increase in a 15 percent allocation to greater than 25 percent, or a decrease of such 15 percent allocation to less than 5 percent), the Adviser sends out a written notice (the Notice) to all Independent Plan Fiduciaries whose current investment allocation may be affected, describing the proposed reallocation and the date on which such allocation is to be instituted (the Effective Date). If the Independent Plan Fiduciary notifies the Adviser, in writing, at any time within the period of 30 calendar days prior to the proposed Effective Date that such fiduciary does not wish to follow such revised asset allocation recommendation, the Allocation Model remains at the current level, or at such other level as the Independent Plan Fiduciary then expressly designated, in writing. If the Independent Plan Fiduciary does not affirmatively 'opt out' of the new Adviser recommendation, in writing, prior to the proposed Effective Date, such new recommendation is automatically effected by a dollar-for-dollar liquidation and purchase of the required amounts in the respective account.

(4) An Independent Plan Fiduciary will receive a trade confirmation of each reallocation transaction. In this regard, for all Plan investors other than Section 404(c) Plan accounts (*i.e.,* 401(k) Plan accounts), CGMI or MSSB, as applicable, mails trade confirmations on the next business day after the reallocation trades are executed. In the case of Section 404(c) Plan participants, notification depends upon the notification provisions agreed to by the Plan recordkeeper.

(h) The Adviser generally gives investment advice in writing to an Independent Plan Fiduciary with respect to all available Portfolios. However, in the case of a Plan providing for participant-directed investments (the Section 404(c) Plan), the Adviser provides investment advice that is limited to the Portfolios made available under the Plan.

(i) Any sub-adviser (the Sub-Adviser) that acts for the Trust to exercise investment discretion over a Portfolio is independent of Morgan Stanley, Inc. (Morgan Stanley), CGMI, MSSB and their respective affiliates (collectively, the Affiliated Entities).

(j) Immediately following the acquisition by a Portfolio of any securities that are issued by any Affiliated Entity, such as Citigroup or Morgan Stanley common stock (the Adviser Common Stock), the percentage of that Portfolio's net assets invested in such securities will not exceed one percent. However, this percentage limitation may be exceeded if—

(1) The amount held by a Sub-Adviser in managing a Portfolio is held in order to replicate an established third-party index (the Index).

(2) The Index represents the investment performance of a specific segment of the public market for equity securities in the United States and/or foreign countries. The organization creating the Index is:

(i) Engaged in the business of providing financial information;

(ii) A publisher of financial news information; or

(iii) A public stock exchange or association of securities dealers.

The Index is created and maintained by an organization independent of the Affiliated Entities and is a generally-accepted standardized Index of securities which is not specifically tailored for use by the Affiliated Entities.

(3) The acquisition or disposition of Adviser Common Stock does not include any agreement, arrangement or understanding regarding the design or operation of the Portfolio acquiring such Adviser Common Stock, which is intended to benefit the Affiliated Entities or any party in which any of the Affiliated Entities may have an interest.

(4) The Independent Plan Fiduciary authorizes the investment of a Plan's assets in an Index Fund which purchases and/or holds the Adviser Common Stock and the Sub-Adviser is responsible for voting any shares of Adviser Common Stock that are held by an Index Fund on any matter in which shareholders of Adviser Common Stock are required or permitted to vote.

(k) The quarterly investment advisory fee that is paid by a Plan to the Adviser for investment advisory services rendered to such Plan is offset by any amount in excess of 20 basis points that MSSB retains from any Portfolio (with the exception of the Money Market Investments Portfolio and the Stable Value Investments Portfolio for which neither MSSB nor the Trust will retain any investment management fee) which contains investments attributable to the Plan investor.

(l) With respect to its participation in the TRAK Program prior to purchasing Trust shares,

(1) Each Plan receives the following written or oral disclosures from the Adviser:

(A) A copy of the Prospectus for the Trust discussing the investment objectives of the Portfolios comprising the Trust, the policies employed to achieve these objectives, the corporate affiliation existing among the Adviser and its affiliates, and the compensation paid to such entities.[2]

(B) Upon written or oral request to the Adviser, a Statement of Additional Information supplementing the Prospectus which describes the types of securities and other instruments in which the Portfolios may invest, the investment policies and strategies that the Portfolios may utilize and certain risks attendant to those investments, policies and strategies.

(C) A copy of the investment advisory agreement between the Adviser and such Plan which relates to participation in the TRAK Program and describes the Automatic Reallocation Option.

(D) Upon written request of the Adviser, a copy of the respective investment advisory agreement between MSSB and the Sub-Advisers.

[2] The fact that certain transactions and fee arrangements are the subject of an administrative exemption does not relieve the Independent Plan Fiduciary from the general fiduciary responsibility provisions of section 404 of the Act. In this regard, the Department expects the Independent Plan Fiduciary to consider carefully the totality of the fees and expenses to be paid by the Plan, including any fees paid directly to MSSB, CGMI or to other third parties.

(E) In the case of a Section 404(c) Plan, if required by the arrangement negotiated between the Adviser and the Plan, an explanation by an Adviser representative (the Financial Advisor) to eligible participants in such Plan, of the services offered under the TRAK Program and the operation and objectives of the Portfolios.

(F) A copy of the proposed exemption and the final exemption pertaining to the exemptive relief described herein.

(2) If accepted as an investor in the TRAK Program, an Independent Plan Fiduciary of an IRA or Keogh Plan is required to acknowledge, in writing, prior to purchasing Trust shares that such fiduciary has received copies of the documents described above in subparagraph (k)(1) of this section.

(3) With respect to a Section 404(c) Plan, written acknowledgement of the receipt of such documents is provided by the Independent Plan Fiduciary (*i.e.,* the Plan administrator, trustee or named fiduciary, as the recordholder of Trust shares). Such Independent Plan Fiduciary is required to represent in writing to the Adviser that such fiduciary is (a) independent of the Affiliated Entities and (b) knowledgeable with respect to the Plan in administrative matters and funding matters related thereto, and able to make an informed decision concerning participation in the TRAK Program.

(4) With respect to a Plan that is covered under Title I of the Act, where investment decisions are made by a trustee, investment manager or a named fiduciary, such Independent Plan Fiduciary is required to acknowledge, in writing, receipt of such documents and represent to the Adviser that such fiduciary is (a) independent of the Affiliated Entities, (b) capable of making an independent decision regarding the investment of Plan assets and (c) knowledgeable with respect to the Plan in administrative matters and funding matters related thereto, and able to make an informed decision concerning participation in the TRAK Program.

(m) Subsequent to its participation in the TRAK Program, each Plan receives the following written or oral disclosures with respect to its ongoing participation in the TRAK Program:

(1) The Trust's semi-annual and annual report including a financial statement for the Trust and investment management fees paid by each Portfolio.

(2) A written quarterly monitoring statement containing an analysis and an evaluation of a Plan investor's account to ascertain whether the Plan's investment objectives have been met and recommending, if required, changes in Portfolio allocations.

(3) If required by the arrangement negotiated between the Adviser and a Section 404(c) Plan, a quarterly, detailed investment performance monitoring report, in writing, provided to an Independent Plan Fiduciary of such Plan showing Plan level asset allocations, Plan cash flow analysis and annualized risk adjusted rates of return for Plan investments. In addition, if required by such arrangement, Financial Advisors meet periodically with Independent Plan Fiduciaries of Section 404(c) Plans to discuss the report as well as with eligible participants to review their accounts' performance.

(4) If required by the arrangement negotiated between the Adviser and a Section 404(c) Plan, a quarterly participant performance monitoring report provided to a Plan participant which accompanies the participant's benefit statement and describes the investment performance of the Portfolios, the investment performance of the participant's individual investment in the TRAK Program, and gives market commentary and toll-free numbers that enable the participant to obtain more information about the TRAK Program or to amend his or her investment allocations.

(5) On a quarterly and annual basis, written disclosures to all Plans of (a) the percentage of each Portfolio's brokerage commissions that are paid to the Affiliated Entities and (b) the average brokerage commission per share paid by each Portfolio to the Affiliated Entities, as compared to the average brokerage commission per share paid by the Trust to brokers other than the Affiliated Entities, both expressed as cents per share.

(n) The Adviser maintains or causes to be maintained, for a period of (6) six years, the records necessary to enable the persons described in paragraph (m)(1) of this section to determine whether the applicable conditions of this exemption have been met. Such records are readily available to assure accessibility by the persons identified in paragraph (1) of this section.

(1) Notwithstanding any provisions of section 504(a)(2) and (b) of the Act, the records referred to in the first paragraph of this section are unconditionally available at their customary location for examination during normal business hours by—

(i) Any duly authorized employee or representative of the Department or the Internal Revenue Service;

(ii) Any fiduciary of a participating Plan or any duly authorized representative of such fiduciary;

(iii) Any contributing employer to any participating Plan or any duly authorized employee representative of such employer; and

(iv) Any participant or beneficiary of any participating Plan, or any duly authorized representative of such participant or beneficiary.

(2) A prohibited transaction is not deemed to have occurred if, due to circumstances beyond the control of the Adviser, the records are lost or destroyed prior to the end of the six-year period, and no party in interest other than the Adviser is subject to the civil penalty that may be assessed under section 502(i) of the Act or to the taxes imposed by sections 4975(a) and (b) of the Code if the records are not maintained or are not available for examination as required by paragraph (1) of this section.

(3) None of the persons described in subparagraphs (ii)–(iv) of this section (m)(1) is authorized to examine the trade secrets of the Adviser or commercial or financial information which is privileged or confidential.

(4) Should the Adviser refuse to disclose information on the basis that such information is exempt from disclosure, the Adviser shall, by the close of the thirtieth (30th) day following the request, provide written notice advising that person of the reason for the refusal and that the Department may request such information.

Section III. Definitions

For purposes of this proposed exemption:

(a) The term "Adviser" means CGMI or MSSB as investment adviser to Plans.

(b) The term "Affiliated Entities" means Morgan Stanley, CGMI, MSSB and their respective affiliates.

(c) The term "CGMI" means Citigroup Global Markets Inc. and any affiliate of Citigroup Global Markets Inc.

(d) An "affiliate" of any of the Affiliated Entities includes:

(1) Any person directly or indirectly through one or more intermediaries, controlling, controlled by, or under common control with the Affiliated Entity. (For purposes of this subparagraph, the term "control" means the power to exercise a controlling influence over the management or policies of a person other than an individual);

(2) Any individual who is an officer (as defined in Section III(g) hereof), director or partner in the Affiliated Entity or a person described in subparagraph (d)(1);

(3) Any corporation or partnership of which the Affiliated Entity, or an affiliate described in subparagraph (d)(1), is a 10 percent or more partner or owner; and

(4) Any corporation or partnership of which any individual which is an officer or director of the Affiliated Entity is a 10 percent or more partner or owner.

(e) An "Independent Plan Fiduciary" is a Plan fiduciary which is independent of the Affiliated Entities and is either:

(1) A Plan administrator, sponsor, trustee or named fiduciary, as the recordholder of Trust shares under a Section 404(c) Plan;

(2) A participant in a Keogh Plan;

(3) An individual covered under (i) a self-directed IRA or (ii) a Section 403(b) Plan, which invests in Trust shares;

(4) A trustee, investment manager or named fiduciary responsible for investment decisions in the case of a Title I Plan that does not permit individual direction as contemplated by Section 404(c) of the Act; or

(5) A participant in a Plan, such as a Section 404(c) Plan, who is permitted under the terms of such Plan to direct, and who elects to direct, the investment of assets of his or her account in such Plan.

(f) The term "MSSB" means Morgan Stanley Smith Barney Holdings LLC, together with its subsidiaries.

(g) The term "officer" means a president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), or any other officer who performs a policymaking function for the entity.

Section IV. Effective Date

If granted, this proposed exemption will be effective as of May 31, 2009 with respect to the Covered Transactions, the General Conditions and the Definitions that are described in Sections I, II and III.

Summary of Facts and Representations

1. If granted, the proposed individual exemption described herein would replace Prohibited Transaction Exemption (PTE) 2009–12 (74 FR 13231, March 26, 2009), an exemption previously granted to CGMI. PTE 2009–12 relates to the operation of the TRAK Personalized Investment Advisory Service (the TRAK Program) and the Trust for Consulting Group Capital Markets Funds (the Trust).

PTE 2009–12 provides exemptive relief from section 406(a) of the Act and section 4975(c)(1)(A) through (D) of the Code, for the purchase or redemption of shares by various types of Plans, such as ERISA Title I Plans, IRAs, Keogh Plans, and Section 403(b) Plans, whose assets are invested in the Trust that was previously established by Citigroup in connection with such Plans' participation in the TRAK Program.

PTE 2009–12 also provides exemptive relief from section 406(b) of the Act and section 4975(c)(1)(E) and (F) of the Code, with respect to the provision, by Citigroup's Consulting Group, of (i) investment advisory services or (ii) an Automatic Reallocation Option to an independent fiduciary of a participating Plan (*i.e.,* the Independent Plan Fiduciary), which may result in such fiduciary's selection of a Portfolio [3] in the TRAK Program for the investment of Plan assets.

2. The Department originally granted to Shearson Lehman Brothers, Inc. PTE 92–77, which relates to a less evolved form of the TRAK Program.[4] PTE 92–77 was superseded by PTE 94–50, which allowed Smith, Barney Inc. (Smith Barney), the predecessor to Salomon Smith Barney Inc. (Salomon Smith Barney), to add a daily-traded collective investment fund (the GIC Fund) to the existing fund Portfolios, describe the various entities operating the GIC Fund, and replace references to Shearson Lehman with Smith Barney.[5] PTE 99–15, which superseded PTE 94–50, allowed Salomon Smith Barney to create a broader distribution of TRAK-related products, implement a record-keeping reimbursement offset procedure under the TRAK Program, adopt the Automated Reallocation Option under the TRAK Program that would reduce the asset allocation fee paid to Salomon Smith Barney by a Plan investor, and expand the scope of the exemption to include Section 403(b) Plans.[6]

3. Thereafter, PTE 99–15 was replaced by PTE 2000–45, which primarily modified the definition of an "affiliate" of Salomon Smith Barney so that it only covered persons or entities that had a significant role in the decisions made by, or which were managed or influenced by, Salomon Smith Barney, or included any corporation or partnership of which Salomon Smith Barney or an affiliate was a 10 percent or more partner or owner.[7]

4. Finally, on March 26, 2009, the Department granted PTE 2009–12. As the result of a merger transaction (the Merger Transaction) between Citigroup and Legg Mason, Inc. (Legg Mason), on December 1, 2005, an affiliate of Citigroup acquired an approximately 14% equity ownership interest in Legg Mason common and preferred stock. This meant that two investment adviser subsidiaries of Legg Mason (Brandywine Asset Management LLC and Western Asset Management Company), which were sub-advisers (the Sub-Advisers) to three Trust Portfolios under the TRAK Program, were no longer considered "independent" of Citigroup and its affiliates in violation of Section II(h) of the General Conditions.[8] Also, the Sub-Advisers were considered "affiliates" of Citigroup under Section III(b)(3) of the General Definitions of PTE 2000–45 inasmuch as Citigroup became a 10% or more indirect owner of each Sub-Adviser following the Merger Transaction.

5. Although Citigroup reduced its ownership interest in Legg Mason to under the 10% ownership threshold on March 10, 2006, the Department decided that PTE 2000–45 was no longer effective for the transactions described therein, because Section II(h) of the General Conditions and Section III(b) of the Definitions were not met. Therefore, the Department granted PTE 2009–12, a new exemption, which replaced PTE 2000–45. Unless otherwise noted, PTE 2009–12 incorporates by reference the facts, representations, operative language and definitions of PTE 2000–45. In addition, PTE 2009–12 updates the operative language of PTE 2000–45. Further, PTE 2009–12 provides a temporary and limited exception to the definition of the term "affiliate," so that during the three month period of time within which Citigroup held a 10% or greater economic ownership interest in Legg Mason, the Sub-Advisers would continue to be considered "independent" of CGMI and its affiliates for purposes of Section II(h) and not "affiliated" with CGMI and its affiliates for purposes of Section III(b) of the exemption. Finally, PTE 2009–12 provides exemptive relief for a new method to compute fee offsets that are required under the exemption to mitigate past anomalies.

PTE 2009–12 is effective from December 1, 2005 until March 10, 2006, with respect to the limited exception. It is also effective as of December 1, 2005 with respect to the transactions covered by the exemption, the General Conditions, and the Definitions. Further, PTE 2009–12 is effective as of

[3] For the avoidance of doubt, unless the context suggests otherwise, the term "Portfolio" includes the Stable Value Investments Fund, a collective trust fund established and maintained by First State Trust Company (First State), formerly a wholly-owned subsidiary of Citigroup.

[4] 57 FR 45833 (October 5, 1992).

[5] 59 FR 32024 (June 21, 1994).

[6] 64 FR 1648 (April 5, 1999).

[7] 65 FR 54315 (September 7, 2000).

[8] In PTE 2000–45, Section II(h) of the General Conditions provided that "Any sub-adviser (the Sub-Adviser) that acts for the Trust to exercise investment discretion over a Portfolio will be independent of Salomon Smith Barney and its affiliates."

January 1, 2008, with respect to the new fee offset procedure.

Replacement of PTE 2009–12

6. CGMI and its predecessors and current and future affiliates and Morgan Stanley Smith Barney LLC and its current and future affiliates (collectively, the Applicants) have requested a new exemption that would replace PTE 2009–12 to reflect the terms of a joint venture transaction (the Joint Venture Transaction) between Citigroup and Morgan Stanley, Inc. (Morgan Stanley) that occurred on May 31, 2009. As a result of the Joint Venture Transaction, which is described in detail below, the Applicants state that the exemptive relief provided under PTE 2009–12 is no longer effective due to a change in the parties and the ownership structure of the TRAK Program. Therefore, the Applicants request a new exemption that would replace PTE 2009–12. If granted, the new exemption would be made retroactive to May 31, 2009 and it would provide the same relief with respect to the transactions covered under PTE 2009–12. In addition, the General Conditions and Definitions of the new exemption would be similar to those as set forth in PTE 2009–12.

The Joint Venture Transaction

7. The Applicants represent that on January 13, 2009, Citigroup and Morgan Stanley entered into a "Joint Venture Contribution and Formation Agreement" (the Joint Venture Agreement), which established the terms of a new joint venture (the Joint Venture) between Citigroup and Morgan Stanley. Citigroup and Morgan Stanley are global financial services providers, each headquartered in New York, New York. As of the end of 2008, Citigroup reported total client assets under management as approximately $1.3 trillion. Citigroup's current employee workforce consists of approximately 300,000 individuals in approximately 16,000 offices in 140 countries around the world. As of the end of 2008, Morgan Stanley reported total client assets under management as approximately $546 billion. Its current employee workforce of approximately 60,000 serves a diversified group of corporations, governments, financial institutions, and individuals, and operates from over 1,200 offices in over 36 countries around the world.

8. Under the Joint Venture Agreement, each of Citigroup and Morgan Stanley (including their respective subsidiaries) agreed to contribute specified businesses into the Joint Venture, together with all contracts, employees, property licenses and other assets (as well as liabilities) used primarily in the contributed businesses. Generally, in the case of Citigroup, the contributed businesses included Citigroup's retail brokerage and futures business operated under the name "Smith Barney" in the United States and Australia and operated under the name "Quilter" in the United Kingdom, Ireland and Channel Islands. Certain investment advisory and other businesses of Citigroup were also contributed, including Citigroup's Consulting Group and the sponsorship of the TRAK Program. In the case of Morgan Stanley, the contributed businesses consisted generally of Morgan Stanley's global wealth management (retail brokerage) and private wealth management businesses. According to the Applicants, no valuations for the contributed businesses were agreed upon between the parties. It was agreed, however, that the value of the Smith Barney business plus $2.75 billion would equal an ownership percentage of 49% of the Joint Venture entity, Morgan Stanley Smith Barney Holdings LLC (Holdings), a Delaware limited liability company (together with its subsidiaries, MSSB). The closing date of the Joint Venture Transaction occurred on May 31, 2009 (the Closing).

Prior to the Closing, Morgan Stanley had formed Holdings, the sole member of Morgan Stanley Smith Barney LLC, which conducts most of the Joint Venture's domestic operations as a dual-registered broker-dealer and investment adviser. Holdings presently generates about $14 billion in net revenues. It has 18,500 financial advisers, 1,000 locations worldwide and services about 6.8 million households.

Immediately following the Closing, Morgan Stanley owned indirectly through subsidiaries 51% of Holdings, and Citigroup owned 49% of Holdings, through CGMI. Morgan Stanley has call rights to purchase from Citigroup (a) an additional 14% of Holdings after the third anniversary of Closing, (b) an additional 15% of Holdings after the fourth anniversary and (c) the balance of Citigroup's interest in Holdings after the fifth anniversary.[9]

9. The Joint Venture Agreement was amended and restated on May 29, 2009 (the Amended Contribution Agreement). Under the Amended Contribution Agreement, Citigroup transferred its managed futures business and its proprietary investments to MSSB on July 31, 2009, in exchange for a cash payment of $299.778 million paid by Morgan Stanley, and Morgan Stanley purchased additional interests in MSSB worth approximately $2.7 billion on August 1, 2009, in order to maintain its total percentage of ownership interests in MSSB at 51%. The Amended Contribution Agreement also provided for an "introducing broker" structure for a period of time after the Closing. Under the "introducing broker" structure, clients of Morgan Stanley's legacy businesses continue to have their brokerage transactions cleared through, and their accounts custodied and carried by, Morgan Stanley.[10] Similarly, customers of the Citigroup legacy businesses continue to have their brokerage transactions cleared through, and have their accounts custodied and carried by, CGMI.[11] Over time, it is expected that the contributed businesses and operations of Morgan Stanley and Citigroup will be integrated into one operation and that ultimately, MSSB will become a fully self-clearing and self-custody service firm and will carry its own customer accounts.

Current Status of Operations

10. Since the Closing, MSSB's advisory services are being provided through two distribution channels. One distribution channel generally sponsors the advisory programs, including the TRAK Program, previously sponsored by Smith Barney and/or CGMI (the SB Channel). Therefore, since the Closing, the TRAK Program has continued to be made available to customers of the SB Channel. The other distribution channel generally sponsors the advisory programs previously sponsored by Morgan Stanley's Global Wealth Management Group (the MS Channel). As stated previously, the parties' ultimate goal is for the businesses, operations and systems of the MS Channel and the SB Channel to be integrated. However, decisions as to which programs will be offered to

[9] The Applicants believe that Citgroup's ownership interest in MSSB will reach a point where it will no longer have an interest in MSSB or the Trust that could affect its best judgment as a fiduciary. The Applicants explain that at such point in time, it will no longer be necessary for Citigroup to rely on this exemption for the TRAK Program. The Department expresses no opinion on when it will no longer be necessary for Citigroup to rely on this exemption, given that this will be a facts and circumstances determination.

[10] Morgan Stanley continues to provide an array of services for these accounts which include clearing and settling securities transactions, providing trade confirmations and customer statements and performing certain cashiering functions, custody services and other related services.

[11] CGMI clears and settles securities transactions, provides trade confirmations and customer statements and performs certain cashiering functions, custody services and other related services for these accounts.

whom or which programs will survive over the long-term have not been made.

11. Also, since the Closing, CGMI has continued to offer the TRAK Program to its retained clients. As of August 31, 2009, the TRAK Program had assets in excess of $6.13 billion, over $3.74 billion of which is held in Plan accounts. At present, the investments under the TRAK Program encompass the Trust, which consists of eleven Portfolios, as well as the Stable Value Investments Fund, a collective trust fund established and maintained by First State. The Trust and the Stable Value Investment Fund are advised by one or more unaffiliated Sub-Advisers selected by MSSB and First State, respectively. In addition to the TRAK Program, CGMI offers other investment advisory programs to its retained clients under an advisory services agreement between Citigroup and Holdings dated as of the Closing. Under the agreement, Holdings provides a wide range of investment advisory services to Citigroup advisory programs pursuant to a delegation by Citigroup to Holdings of certain of Citigroup's obligations to provide such services. Citigroup retained clients were provided notice of this arrangement.

Descriptions of Revisions to the Operative Language of PTE 2009–12

12. The proposed exemption generally modifies the operative language of PTE 2009–12 to take into account the new ownership structure of the TRAK Program formed as a result of the Joint Venture Transaction. Section I of PTE 2009–12 has been modified to conform the effective date of the proposal with the closing of the Joint Venture Transaction, May 31, 2009. In addition, the operative language in Section I(A) and I(B) has been revised to provide that, as a result of the Joint Venture, MSSB rather than Citigroup is now the sponsor of the Trust in connection with Plans' investment in the TRAK Program, and that investment advisory services may be provided by MSSB in addition to CGMI, respectively.

13. Section II of PTE 2009–12, General Conditions, has been modified throughout by replacing the terms "CGMI," "Consulting Group," or "Citigroup," with the term "Adviser," which has been added as a new defined term in Section III to mean "CGMI or MSSB as investment adviser to Plans." The changes were made to these terms in order to reflect the addition of MSSB as a sponsor of the TRAK Program resulting from the Joint Venture Transaction. In addition, in Section II(h), the term "Affiliated Entities," which has been added as a new defined term in Section III to mean "Morgan Stanley, CGMI, MSSB, and their respective affiliates," has been added to take into account the addition of MSSB as a sponsor of the TRAK Program.

14. Section II(j) of PTE 2009–12 has been modified to reflect the fact that CGMI has been removed from the reallocation formula because it no longer manages and supervises the Trust and the Portfolios. Prior to the Closing, Citigroup Investment Advisory Services LLC (CIAS), an affiliate of CGMI, managed and supervised the Trust and Portfolios. In connection with the Joint Venture Transactions, CIAS was contributed to MSSB and as an affiliate of MSSB, it manages and supervises the Trust and the Portfolios. Thus, the modifications to the language in Section II(j) seek to clarify the parties to the covered transactions, but do not change the formula for the calculation of the quarterly investment advisory fee that is paid by the Plan to the Adviser. Furthermore, Section II(j) has been amended to correct the names of the Portfolios that are excluded from the calculation of the quarterly investment advisory fee, namely by substituting the term "Money Markets Investment Portfolio" for "Government Money Investments Portfolio," and the term "Stable Value Investments Portfolio" for "GIC Fund."

15. Section III of PTE 2009–12, which sets forth the Definitions, has been modified by: (i) Adding Section III(a), Adviser, to mean "CGMI or MSSB as investment adviser to Plans" to reflect the new sponsorship of the TRAK Program by MSSB, in addition to the previous sponsorship by CGMI; (ii) adding Section III(b), Affiliated Entities, to mean "Morgan Stanley, CGMI, MSSB and their respective affiliates" to reflect the addition of MSSB as a sponsor of the TRAK Program resulting from the Joint Venture Transaction; (iii) substituting the term "Affiliated Entities" for "CGMI" throughout Section III(d) in order to broaden the scope of the term "affiliate" to capture the current affiliates of the Applicants; (iv) amending the sectional references in Sections III(d)(2) and (3) to conform to the corresponding modifications to Section III; (v) amending the definition of "Independent Plan Fiduciary" in Section III(e) so that the Independent Plan Fiduciary is independent of MSSB in addition to CGMI and their respective affiliates, thereby preserving the purpose of the provisions in PTE 2009–12 that provide that only a party independent of the Applicants is exercising discretion with respect to, among other things, Plans' decisions to invest in the TRAK Program; and (vi) adding a new definition of "MSSB" in Section III(f) to mean "Morgan Stanley Smith Barney Holdings LLC, together with its affiliates."

16. Section IV of PTE 2009–12, pertaining to exemptive relief for the temporary and limited exception to the definition of the term "affiliate," has been stricken since it is no longer applicable. Previously, Section IV provided that, during the three month period of time within which Citigroup held a 10% or greater economic ownership interest in Legg Mason, the Sub-Advisers would continue to be considered "independent" of CGMI and its affiliates for purposes of Section II(h) and not "affiliated" with CGMI and its affiliates for purposes of Section III(b) of the exemption. Because the time period has expired, Section IV is no longer relevant to the exemption.

Finally, the Effective Date in new Section IV is modified to provide that the exemption, if granted, will be effective as of May 31, 2009, which is the closing date of the Joint Venture Transaction.

Summary

17. In summary, the Applicant represents that the transactions described herein have satisfied or will satisfy the statutory criteria for an exemption set forth in section 408(a) of the Act because:

(a) The participation of Plans in the TRAK Program has been approved or will be approved by an Independent Plan Fiduciary;

(b) The total fees paid to the Adviser and its affiliates has constituted or will constitute no more than reasonable compensation;

(c) No Plan has paid or will pay a fee or commission by reason of the acquisition or redemption of shares in the Trust;

(d) The terms of each purchase or redemption of Trust shares have remained or will remain at least as favorable to an investing Plan as those obtainable in an arm's length transaction with an unrelated party;

(e) The Adviser has provided or will provide written documentation to an Independent Plan Fiduciary of its recommendations or evaluations based upon objective criteria, and such recommendation or evaluation has been implemented or will be implemented only at the express direction of such Independent Plan Fiduciary.

(f) The Adviser has given or will give investment advice in writing to an Independent Plan Fiduciary with respect to all available Portfolios (with respect to participant directed plans,

such advice is limited to the Portfolios made available under the Plan);

(g) Any Sub-Adviser that acts for the Trust to exercise investment discretion over a Portfolio has been independent or will be independent of Morgan Stanley, CGMI, MSSB and their respective affiliates;

(h) Immediately following the acquisition by a Portfolio of Adviser Common Stock, the percentage of that Portfolio's net assets invested in such securities generally has not exceeded or will not exceed one percent;

(i) The quarterly investment advisory fee that is paid by a Plan to the Adviser for investment advisory services rendered to such Plan has been offset or will be offset by any amount in excess of 20 basis points that MSSB retains from any Portfolio (with the exception of the Money Market Investments Portfolio and the Stable Value Investments Portfolio for which neither MSSB nor the Trust will retain any investment management fee) which contains investments attributable to the Plan investor;

(j) With respect to its participation in the TRAK Program, prior to purchasing Trust shares, each Plan has received or will receive written or oral disclosures and offering materials from the Adviser which generally disclose all material facts concerning the purpose, structure, operation, and investment in the TRAK Program, and describe the Adviser's recommendations or evaluations, including the reasons and objective criteria forming the basis for such recommendations or evaluations;

(k) Subsequent to its participation in the TRAK Program, each Plan has received or will receive periodic written disclosures from the Adviser with respect to the financial condition of the TRAK Program, the total fees that it and its affiliates will receive from such Plans and the value of the Plan's interest in the TRAK Program, and on a quarterly and annual basis, written disclosures to all Plans of (a) the percentage of each Portfolio's brokerage commissions that are paid to the Affiliated Entities and (b) the average brokerage commission per share paid by each Portfolio to the Affiliated Entities, as compared to the average brokerage commission per share paid by the Trust to brokers other than the Affiliated Entities, both expressed as cents per share; and

(l) The Adviser has complied with, and will continue to comply with, the recordkeeping requirements provided in Section II(m) of the proposed exemption, for so long as such records are required to be maintained.

Notice to Interested Persons

Notice of the proposed exemption will be mailed by first class mail to the Independent Plan Fiduciary of each Plan currently participating in the TRAK Program, or, in the case of a Plan covered by Section 404(c) of the Act, to the recordholder of the Trust shares. Such notice will be given within 45 days of the publication of the notice of pendency in the **Federal Register**. The notice will contain a copy of the notice of proposed exemption, as published in the **Federal Register**, and a supplemental statement, as required pursuant to 29 CFR 2570.43(b)(2). The supplemental statement will inform interested persons of their right to comment on and/or to request a hearing with respect to the pending exemption. Written comments and hearing requests are due within 75 days of the publication of the proposed exemption in the **Federal Register**.

FOR FURTHER INFORMATION CONTACT: Warren Blinder of the Department, telephone (202) 693–8553. (This is not a toll-free number.)

Boston Carpenters Apprenticeship and Training Fund (the Fund) Located in Boston, Massachusetts

[Exemption Application No: L–11624]

Proposed Exemption

The Department of Labor is considering granting an exemption under the authority of section 408(a) of the Act in accordance with procedures set forth in 29 CFR Part 2570, Subpart B (55 FR 32836, 32847, August 10, 1990). If the proposed exemption is granted, the restrictions of 406(b)(1), and 406(b)(2) of the Act shall not apply effective for the period from January 29, 2010, through June 30, 2010, to the lease (the Lease) by the Fund from the NERCC, LLC (the Building Corporation), a party in interest with respect to the Fund, of a condominium unit (the Condo) in a building (the Building) owned by the Building Corporation, where the New England Regional Council of Carpenters (the Union), also a party in interest with respect to the Fund, indirectly owns the only other condominium unit in the Building; provided that, at the time the transaction was entered into, the following conditions were satisfied:

(a) The proposed exemption is conditioned upon satisfaction at all times of the terms and conditions of this exemption, and upon adherence to the material facts and representations, as described in this proposed exemption, and, as set forth in application D–11624, and in application D–11558, including those representations that are required by 29 CFR 2570.34 and 29 CFR 2570.35 of the Department's regulations;

(b) prior to entering into the Lease, the Fund sought legal advice from Aaron D. Krakow, Esq. (Mr. Krakow), acting as legal counsel on behalf of the Fund, who advised the Fund that it was permissible for the Fund to enter into a short term lease with the Building Corporation, and the Board of Trustees of the Fund (the Board) relied on Mr. Krakow's advice;

(c) the Lease which is the subject of this exemption and any other leasing arrangement of the Condo between the Fund and the Building Corporation and/or the Union, if not terminated sooner, shall terminate on the date that the Fund closes on the purchase of the Condo from the Building Corporation; and the Fund shall have no obligation to pay rent to the Union or to the Building Corporation after the date of such termination;

(d) before the Fund entered into the Lease of the Condo, James F. Grosso, Esq. (Mr. Grosso), of O'Reilly, Grosso & Gross, PC, acting as attorney for the Fund, assisted in the negotiation of the terms of the Lease, reviewed and approved the terms of such Lease to ensure that such terms are at least as favorable to the Fund as an arm's length transaction with an unrelated party, determined that such terms are fair and reasonable, and selected an independent, qualified appraiser to determine the fair market rental value of the Condo;

(e) Mr. Grosso is responsible throughout the duration of the Lease for: (i) Monitoring the rent payments made by the Fund to ensure that such payments are consistent with the amount of rental specified under the terms of such Lease, (ii) monitoring the payments of the Fund's share of the expenses for taxes, insurance, and operating expenses (including repairs) to ensure that such payments represent a fair apportionment of such expenses; and (iii) determining that the Fund has sufficient assets to pay the rental amount and its portion of taxes, insurance, and operating expenses (including repairs);

(f) throughout the duration of the Lease, the terms of the Lease of the Condo between the Fund and the Building Corporation are at all times satisfied;

(g) the rent paid by the Fund for the Condo under the terms of the Lease is at no time greater than the fair market rental value of the Condo, as determined by an independent, qualified appraiser selected by Mr. Grosso;

(h) under the provisions of the Lease, the subject transaction is on terms and at all times remains on terms that are at least as favorable to the Fund as those that would have been negotiated under similar circumstances at arm's length with an unrelated third party;

(i) the transaction is appropriate and helpful in carrying out the purposes for which the Fund is established or maintained;

(j) the Board maintains, or causes to be maintained within the United States for a period of six (6) years in a manner that is convenient and accessible for audit and examination, such records as are necessary to enable the persons described, below, in paragraph (k)(1) of this exemption to determine whether the conditions of this exemption have been met; except that—

(1) if the records necessary to enable the persons described, below, in paragraph (k)(1) of this exemption to determine whether the conditions of this exemption have been met are lost or destroyed, due to circumstances beyond the control of the Board, then no prohibited transaction will be considered to have occurred solely on the basis of the unavailability of those records; and

(2) No party in interest, other than the Board shall be subject to the civil penalty that may be assessed under section 502(i) of the Act, or to the taxes imposed by section 4975(a) and (b) of the Code, if the records are not maintained, or are not available for examination as required by paragraph (j) of this exemption; and

(k)(1) Except as provided, below, in paragraph (k)(2) of this exemption and notwithstanding any provisions of sections (a)(2) and (b) of section 504 of the Act, the records referred to in paragraph (j) of this exemption are unconditionally available at their customary location for examination during normal business hours by:

(A) Any duly authorized employee or representative of the Department, the Internal Revenue Service, or any other applicable federal or state regulatory agency;

(B) Any fiduciary of the Fund, or any duly authorized representative of such fiduciary;

(C) Any contributing employer to the Fund and any employee organization whose members are covered by the Fund, or any duly authorized employee or representative of these entities; or

(D) Any participant or beneficiary of the Fund, or any duly authorized representative of such participant or beneficiary.

(2) None of the persons described, above, in paragraph (k)(1)(B)–(D) of this exemption are authorized to examine trade secrets or commercial or financial information that is privileged or confidential.

Summary of Facts and Representations

1. The Union is a labor organization made up of thirty (30) local carpenter unions in six (6) New England states. The local unions that are affiliated with the Union include local union nos. 33, 40, 67, 218, and 723 (the Locals). Members of the Union are covered by the Fund. The Union and the Locals are parties in interest with respect to the Fund, pursuant to section 3(14)(D) of the Act, as employee organizations any of whose members are covered by such Fund.

2. The Fund is an employee welfare benefit plan, as that term is defined in the Act. Further, the Fund is a multiemployer apprenticeship and training fund. The Fund is a Massachusetts nonprofit organization, and is exempt from income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code.

3. The Fund provides training and education to carpenter apprentices in the greater Boston area. The Fund also provides training and education to journeymen carpenters in the greater Boston area.

4. The Fund is maintained under collective bargaining agreements negotiated between the Union of the United Brotherhood of Carpenters and Joiners of America (the UBCJA) and the following multiemployer bargaining organizations: (a) The Labor Relations Division of the Associated General Contractors of Massachusetts, Inc.; (b) The Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc.; and (c) The Labor Relations Division of the Construction Industry of Massachusetts (collectively, the Employer Associations). Employers any of whose employees are covered by the Fund, are parties in interest with respect to the Fund, pursuant to section 3(14)(C) of the Act. The UBCJA is a party in interest with respect to the Fund, pursuant to section 3(14)(D) of the Act, as an employee organization any of whose members are covered by such Fund.

5. The Board has the authority to invest the assets of the Fund. The Board and the members of the Board, as persons who have investment discretion over the assets of the Fund, are fiduciaries with respect to the Fund, pursuant to section 3(21)(A) of the Act. As a fiduciaries of the Fund, the Board and the members of the Board are also parties in interest with respect to such Fund, pursuant to section 3(14)(A) of the Act.

The Board consists of six (6) labor representatives and six (6) management representatives. Among the labor representatives serving on the Board are Joseph Power (Mr. Power), Thomas Flynn, Steve Tewksbury, Charles MacFarlane, Richard Pedi (Mr. Pedi), and Richard Scaramozza. All of the labor representatives on the Board are Union employees and members of various locals affiliated with the Union. Mr. Power, one of the labor representatives on the Board, also serves on the Executive Board of the Union.

The representatives of management serving on the Board are Donald MacKinnon (Mr. MacKinnon), Tom Gunning, III, George Allen (Mr. Allen), William Fitzgerald, Christopher Pennie, and Mark DeNapoli (Mr. DeNapoli).

It is represented that the Board, and more specifically the Finance Committee of the Board, each meet monthly, and at those meetings review the Fund's finances for the month, including the Fund's payments to the Union for rent and for the Fund's share of taxes, insurance, and operating expenses (including repairs) in connection with the Lease of the Condo to the Fund.

6. In the fiscal year ending September 30, 2008, the Fund received employer contributions of $2,584,069, based on approximately 6.7 million hours of work. In addition, the Fund received other income of approximately $189,000. As of September 30, 2008, the Fund had expenses of $2,254,078 and total assets of $5,910,043. Included in the Fund's total assets is a parcel of improved real property (the Existing Facility) located at 385 Market Street in the Brighton section of Boston, Massachusetts.

7. Until February 2010 when construction on the Condo was completed, the Fund provided all of its classes and training in the Existing Facility. Purchased in 1975, from an unrelated third party, the Fund owns the Existing Facility free and clear of any mortgages. In February of 2010, the Fund entered into a purchase and sale agreement for the Existing Facility with Eli Jammal of Brookline Development, an unrelated party, for $1.5 million. It is represented that the sales price of the Existing Facility is $210,000 more than the net book value of the Existing Facility carried on the 2008 audited financial statement of the Fund.

8. On February 1, 2008, the Union purchased for cash in the amount of $5.8 million, a parcel of improved real property (the Original Property) from an unrelated third party. The Original

Property is described as a 48,000 square foot two-story building on a 64,000 square foot lot located at 750 Dorchester Avenue, in Boston, Massachusetts. When purchased, the Union planned to renovate and expand the Original Property.

9. The Union established the Building Corporation as a limited liability company for the purpose of developing the Original Property. In this regard, the Union contributed the Original Property to the Building Corporation in exchange for sole interest in the Building Corporation. The Building Corporation is a party in interest with respect to the Fund, pursuant to section 3(14)(G) of the Act, as 50 percent (50%) or more of the interests in the Building Corporation are owned by the Union.

10. Construction on the renovation and expansion of the Original Property began in January 2009. As of February 2010, the Union had completed the renovation and expansion of the Original Property and had separated the Building into two (2) condominium units. The Union owns one of the condominium units through its ownership of the Building Corporation, and the Building Corporation intends to sell the other condominium unit to the Fund.

On February 24, 2009, the Fund filed an application (L–11558) with the Department seeking an administrative exemption to permit the Fund to purchase the Condo. The Department published a Notice of Proposed Exemption (the Notice) in the **Federal Register** on December 22, 2009.[12] In this regard, appearing elsewhere in this issue of the **Federal Register**, the Department is publishing a final exemption for the purchase of the Condo by the Fund.

11. In order that the Fund could hold its spring 2010 classes in the Condo and in order to establish a closing date with the prospective purchaser of the Existing Facility, the Board decided to pursue the option of renting the Condo to the Fund for a short term until the Fund could obtain financing to close on the purchase of the Condo and could obtain a final exemption from the Department to permit the Fund to purchase the Condo from the Building Corporation.

12. It is represented that the Board retained its management co-counsel, Mr. Grosso of O'Reilly, Grosso & Gross, PC to represent the Fund in the leasing transaction. It is represented that Mr. Grosso is independent in that he has never represented the Building Corporation and does not provide legal services to the Union. Mr. Grosso is qualified in that he is an attorney representing employers and management in labor relations matters, primarily in the construction industry.

It is represented that the responsibilities of Mr. Grosso, acting as attorney on behalf of the Fund, included obtaining an appraisal of the fair market rental value of the Condo.

13. On January 15, 2010, Mr. Grosso obtained an appraisal of the fair market rental value of the Condo from CBRE/CB Richard Ellis (CBRE). James T. Moore (Mr. Moore), Senior Vice President/Partner of CBRE and Harris E. Collins (Mr. Collins), Senior Vice President/Partner of CBRE prepared an appraisal of the fair market rental value of the Condo.

Mr. Moore is qualified in that he is an Associate Member of the Appraisal Institute, a member of the Real Estate Finance Association, Greater Boston Real Estate Board, and is a Massachusetts Certified General Appraiser. Mr. Collins is qualified in that, among other qualifications, he is a member of the Appraisal Institute (MAI), a member of the Counselors of Real Estate (CRE), a member of the Real Estate Finance Association-Greater Boston Real Estate Board, and is a Massachusetts Certified General Appraiser.

Both Mr. Moore and Mr. Collins are independent in that neither has a present or prospective interest in or bias with respect to the property that is the subject of the appraisal and neither have a business or personal interest in or bias with respect to the parties involved. It is further represented that the engagement of Mr. Moore and Mr. Collins and the compensation for completing the appraisal assignment was not contingent upon the development or reporting of predetermined results.

With regard to the Fund's proposed leasing, CBRE established the fair market rental value of 35,112 square feet of space in the Building at $30 per square foot, triple net, as of January 15, 2010, based on market rent comparables and on the return of cost approach.

14. On January 22, 2010, the Board appointed a subcommittee to act on behalf of the Fund for the purpose of negotiating the terms of the Lease. The Fund subcommittee consisted of two (2) members: (a) Mr. Pedi, a labor representative on the Board, an employee of the Union, and a member of Local 218; and (b) Mr. Allen, a management representative on the Board, and a principal of Archer Corporation, a contributing employer to the Fund and a subcontractor of a subcontractor on the renovation and expansion of the Building. It is represented that the Fund subcommittee did not have authority to enter into the Lease but only to negotiate terms which were to be brought back to the full Board for approval.

The Union also appointed a subcommittee to negotiate the terms of the Lease. The Union subcommittee consisted of four (4) members: (a) Jack Donahue, a member of the Union Executive Board in central Massachusetts; (b) Dave Palmisciano, a member of the Union Executive Board from Rhode Island; (c) Beth Conway, the Union's comptroller; and (d) Mark Erlich (Mr. Erlich), the Executive Secretary/Treasurer and chief executive officer of the Union.

15. It is represented that the responsibilities of Mr. Grosso, acting as attorney on behalf of the Fund, also included assisting in the negotiations of the Lease in order to ensure that the terms of the Lease were at least as favorable to the Fund as terms negotiated at arm's length. Accordingly, on January 29, 2010, the Union subcommittee, the Fund subcommittee, and Mr. Grosso met to negotiate the terms of the Lease.

16. The terms of the Lease negotiated by the Union subcommittee, the Fund subcommittee, and Mr. Grosso provide for a month-to-month leasing by the Fund from the Building Corporation of 35,112 rentable square feet of space in the Building at a monthly rental rate of $73,150 (based on an annual rental of $25 per rentable square foot) for total rent of $877,800 per annum. Under the terms of the Lease, the Fund is responsible for a *pro rata* share of taxes, insurance, and operating expenses (including repairs) incurred by the Building Corporation with respect to the Building. The Lease can be terminated by either party giving not less than thirty (30) days prior written notice. The Lease which is the subject of this exemption and any other leasing arrangement of the Condo between the Fund and the Building Corporation and/or the Union, if not terminated sooner, shall terminate on the date that the Fund closes on the purchase of the Condo from the Building Corporation; and the Fund shall have no obligation to pay rent to the Union or to the Building Corporation after the date of such termination. Under the terms of the Lease, in the event that the Fund purchases the Condo, the lesser of (a) $52,668 or (b) the product of (ii) 12 percent (12%), times (ii) the aggregate rental payments paid by the Fund though the purchase date will be

[12] 74 FR 68120.

credited to the Fund toward the purchase price of the Condo.

17. The Building Corporation and the Fund entered into the Lease dated January 29, 2010. The Lease was signed by Mr. Erlich, on behalf of the Union, and Mr. MacKinnon on behalf of the Fund.

18. It is represented that on February 26, 2010, the terms of the Lease were presented to the full Board, including Mr. Pedi and Mr. Allen, who were also members of the Fund subcommittee that negotiated the terms of the Lease. With two (2) abstentions, the Board voted unanimously to accept the terms of the Lease. The two (2) abstaining members of the Board were Mr. Power, a labor representative on the Board who is also a member of the Union Executive Board, and Mr. DeNapoli, a management representative on the Board who is also the Executive Vice President and General Manager of Suffolk Construction, the construction manager responsible for the renovation and expansion of the Building, that was retained by the Union. It is represented that Mr. Power and Mr. DeNapoli recused themselves from all votes and matters before the Board relating to the Lease by the Fund of the Condo from the Building Corporation.

19. As Mr. Grosso's responsibilities, on behalf of the Fund, also included reviewing and approving any written agreement that the Fund would sign with respect to the leasing arrangement, it is represented that the Fund not deliver the February 2010 rent until March 1, 2010, after Mr. Grosso had reviewed and approved the terms of the Lease.

20. Mr. Grosso is also responsible throughout the duration of the Lease for: (a) Monitoring the rent payments made by the Fund to ensure that such payments are consistent with the amount of rental specified under the terms of such Lease, (b) monitoring the payments of the Fund's share of the expenses for taxes, insurance, and operating expenses (including repairs) to ensure that such payments represent a fair apportionment of such expenses; and (c) determining that the Fund has sufficient assets to pay the rental amount and its portion of taxes, insurance, and operating expenses (including repairs). In this regard, it is represented that Mr. Grosso reviewed the rent invoices, check register, and balance sheet of the Fund. Mr. Grosso also reviewed the preparation of the invoices and the allocation of expenses at the Building Corporation office. Mr. Grosso states that the monthly rent invoiced by the Building Corporation and paid by the Fund for each month—February through May 2010—was $73,150, the same amount as set forth in the Lease. The expenses allocated and billed to the Fund for February, March, and April 2010, pursuant to the triple net provision of the Lease were figured each month based on the fact that the Condo represents a 58 percent (58%) interest in the Building. Mr. Grosso states that this percentage interest is the same as described in the Condominium Deed. In the opinion of Mr. Grosso, this percentage is fair and reasonable. It is represented that the balance sheet of the Fund shows cash in the amount of $4,245,412.39 which to Mr. Grosso appears more than adequate for the Fund to be able to afford the rent, taking into consideration the training expenses of the Fund. It is represented that Mr. Grosso will continue to review the rent payments made by the Fund until the Lease is terminated.

21. The applicant represents that in entering into the Lease with the Building Corporation, the Fund relied on the relief from the prohibitions of section 406(a) of the Act which is provided by PTE 78–6.[13] It is further represented that at the time the Building Corporation and the Fund entered into the Lease of the Condo, all of the conditions specified in PTCE 78–6 were satisfied.[14]

In this regard, Mr. Krakow, acting as legal counsel for the Board, advised the Board that it was permissible for the Fund to enter into a short term lease with the Union for the Condo; provided that: (a) The transaction was on terms at least as favorable to the fund as an arm's length transaction with an unrelated party would be; (b) the transaction was appropriate and helpful in carrying out the purposes for which the Fund was established and maintained; and (c) the Fund maintained records of the transaction for six (6) years from the termination of the transaction. Mr. Krakow further represents that in entering into the Lease, the Board, acting in good faith, relied on Mr. Krakow's advice.

Although PTE 78–6 provides relief from section 406(a) of the Act for the leasing of real property (other than office space within the contemplation of section 408(b)(2) of the Act), it is the view of the Department that PTE 78–6 does not provide relief for the leasing of office space by an apprenticeship plan from a contributing employer, a wholly owned subsidiary of such employer, or from an employee organization any of whose members' work results in contributions being made to such apprenticeship plan.

The statutory exemption, pursuant to section 408(b)(2) of the Act, does provide relief from section 406(a) of the Act for contracting or making reasonable arrangements with a party in interest for office space, or legal, accounting, or other services necessary for the establishment or operation of the plan, if no more than reasonable compensation is paid therefore. The Department is offering no view, herein, as to whether the leasing of office space between the Fund and the Building Corporation and/or the Union would be exempt from section 406(a) of the Act, pursuant to the statutory exemption.

Neither the class exemption, PTE 78–6, nor the statutory exemption, as set forth in section 408(b)(2) of the Act, provide relief from the prohibitions of section 406(b) of the Act. Accordingly, the applicant has requested an administrative exemption from section 406(b)(1) and (b)(2) of the Act. In addition, as a result of the Fund's occupancy of the Condo for the period starting on January 29, 2010, and ending on June 30, 2010, the applicant has requested retroactive relief to encompass that period.

22. It is represented that the transaction which is the subject of this proposed exemption is feasible in that the Fund will maintain records for review by the Department and others to insure that the conditions of the exemption are satisfied. Further, it is represented that all the terms of the proposed transaction are known and have been disclosed in the Lease.

23. The proposed exemption contains conditions which are designed to ensure the presence of adequate safeguards to protect the interests of the Fund regarding the subject transaction. In this regard, the fair market rental value of

[13] PTE 78–6 provides relief from section 406(a) of the Act for the leasing of real property (other than office space within the contemplation of section 408(b)(2) of the Act) by an apprenticeship plan from an employee organization any of whose members' work results in contributions being made to such apprenticeship plan. The Department is offering no view, herein, as to whether the Lease between the Fund and the Building Corporation and/or the Union was exempt from section 406(a) of the Act under the provisions of the class exemption PTE 78–6. Further, the Department, herein, is not providing relief for any leasing between the Fund and the Building Corporation or the Union beyond that which is proposed herein.

[14] The conditions of PTE 78–6 require that the terms of a leasing arrangement by an apprenticeship plan from an employee organization any of whose members' work results in contributions being made to such apprenticeship plan must be arm's length, the transaction must be appropriate and helpful in carrying out the purposes of such apprenticeship plan, and certain records must be maintained for a period of six years from the termination of such leasing arrangement. The Department is not offering any opinion, herein, as to whether the applicant has satisfied the conditions of PTE 78–6 with regard to the Lease between the Fund and the Building Corporation and/or the Union.

the Condo was determined by an independent, qualified appraiser. Further, Mr. Grosso, acting as attorney, for the Fund, assisted in the negotiation of the terms of the Lease, reviewed and approved the terms of such Lease to ensure that such terms are at least as favorable to the Fund as an arm's length transaction with an unrelated party, and determined that such terms are fair and reasonable. In addition, Mr. Grosso has determined that the rent paid by the Fund for the period between February and May 2010 was the amount specified under the Lease, that the expenses for taxes, insurance, and operating expense (including repairs) have been fairly apportioned to the Fund, and that the Fund has sufficient assets to pay such rent and expenses. It is represented that Mr. Grosso will continue to review the payments made by the Fund in connection with the Lease which is the subject of this proposed exemption, until such Lease is terminated.

24. The applicant maintains that the proposed transaction is in the interest of the participants and beneficiaries of the Fund, because the rent under the terms of the Lease is below the fair market rental value, as determined by CBRE. Further, it is represented that the month to month term of the Lease is favorable to the Fund, and that such month to month term is not commonly found in commercial leases. The applicant also maintains that by leasing and moving into the Condo prior to purchasing the Condo, the Fund was able to market the existing training facility for sale.

25. With respect to the June 30, 2010, ending date for the Lease, it is represented that the Fund will send the Building Corporation a notice of termination of the Lease, effective June 30, 2010. In addition, the Fund will request that the Building Corporation renegotiate the terms and enter into a new leasing arrangement of the Condo, starting on July 1, 2010, and continuing, until the Fund closes on the purchase of the Condo from the Building Corporation. In entering into the new leasing arrangement, the Fund will rely on the relief provided by the class exemption, PTE 78–6, for the leasing of training space by a plan from a party in interest and will rely on the relief provided by the statutory exemption, pursuant to 408(b)(2) of the Act, for the leasing of office space by a plan from a party in interest.[15] It is represented that all of the labor representatives on the Board will recuse themselves from the discussions, negotiations, and approval of the new leasing arrangement. Further, Mr. DeNapoli and Mr. Allen, both of whom are management representatives on the Board, because of their involvement in the renovation and expansion of the Building, will recuse themselves from the discussions, negotiations and approval of the new leasing arrangement.

25. In summary, the applicant represents that the proposed transaction meets the statutory criteria for an exemption under section 408(a) of the Act because:

(a) Prior to entering into the Lease, the Fund sought legal advice from Mr. Krakow, acting as legal counsel on behalf of the Fund, who advised the Fund that it was permissible for the Fund to enter into a short term lease with the Building Corporation, and the Board relied on Mr. Krakow's advice;

(b) The Lease which is the subject of this exemption and any other leasing arrangement of the Condo between the Fund and the Building Corporation, if not terminated sooner, shall terminate on the date that the Fund closes on the purchase of the Condo from the Building Corporation; and the Fund shall have no obligation to pay rent to the Union or to the Building Corporation after the date of such termination;

(c) before the Fund entered into the Lease of the Condo, Mr. Grosso, acting as attorney for the Fund, assisted in the negotiation of the terms of the Lease, reviewed and approved the terms of such Lease to ensure that such terms are at least as favorable to the Fund as an arm's length transaction with an unrelated party, determined that such terms are fair and reasonable, and selected an independent, qualified appraiser to determine the fair market rental value of the Condo;

(d) Mr. Grosso is also responsible throughout the duration of the Lease for: (1) Monitoring the rent payments made by the Fund to ensure that such payments are consistent with the amount of rental specified under the terms of such Lease, (2) monitoring the payments of the Fund's share of the expenses for taxes, insurance, and operating expenses (including repairs) to ensure that such payments represent a fair apportionment of such expenses; (3) determining that the Fund has sufficient assets to pay the rental amount and its portion of taxes, insurance, and operating expenses (including repairs); and (4) monitoring, throughout the duration of the Lease, the terms of the Lease of the Condo between the Fund and the Building Corporation to ensure that the terms of the Lease are at all times satisfied;

(e) the rent paid by the Fund for the Condo under the terms of the Lease is at no time greater than the fair market rental value of the Condo, as determined by an independent, qualified appraiser selected by Mr. Grosso;

(f) under the provisions of the Lease, the subject transaction is on terms and at all times remains on terms that are at least as favorable to the Fund as those that would have been negotiated under similar circumstances at arm's length with an unrelated third party;

(g) the transaction is appropriate and helpful in carrying out the purposes for which the Fund is established or maintained; and

(h) the Board maintains, or causes to be maintained within the United States for a period of six (6) years in a manner that is convenient and accessible for audit and examination, such records as are necessary to determine whether the conditions of this exemption have been met.

Notice to Interested Persons

Those persons who may be interested in the publication in the **Federal Register** of the Notice include all members of the Locals in the Boston area and all of the Employer Associations.

It is represented that notification will be provided to all such interested persons by first class mail within fifteen (15) calendar days of the date of publication of the Notice in the **Federal Register**. Such mailing will contain a copy of the Notice, as it appears in the **Federal Register** on the date of publication, plus a copy of the supplemental statement, as required, pursuant to 29 CFR 2570.43(b)(2) of the Department's regulations, which will advise all interested persons of the right to comment and to request a hearing.

The Department must receive all written comments and requests for a hearing no later than forty-five (45) days from the date of the publication of the Notice in the **Federal Register**.

FOR FURTHER INFORMATION CONTACT: Angelena C. Le Blanc of the Department,

[15] The Department is offering no view, herein, as to whether PTE 78–6 covers the new leasing agreement between the Building Corporation and the Fund for training space. Further, the Department is not opining as to whether the conditions of PTE 78–6 in connection with such leasing of training space to the Fund by the Building Corporation have been and will be satisfied.

In addition, the Department is offering no view, herein, as to whether the leasing agreement between the Building Corporation and the Fund for office space is covered by the statutory exemption provided in section 408(b)(2) of the Act and the Department's regulations, pursuant to 29 CFR 2550.408b–2. Further, the Department is not opining as to whether the conditions of 408(b)(2) in connection with such leasing of office space to the Fund by the Building Corporation have been and will be satisfied.

telephone (202) 693–8551. (This is not a toll-free number.)

General Information

The attention of interested persons is directed to the following:

(1) The fact that a transaction is the subject of an exemption under section 408(a) of the Act and/or section 4975(c)(2) of the Code does not relieve a fiduciary or other party in interest or disqualified person from certain other provisions of the Act and/or the Code, including any prohibited transaction provisions to which the exemption does not apply and the general fiduciary responsibility provisions of section 404 of the Act, which, among other things, require a fiduciary to discharge his duties respecting the plan solely in the interest of the participants and beneficiaries of the plan and in a prudent fashion in accordance with section 404(a)(1)(b) of the Act; nor does it affect the requirement of section 401(a) of the Code that the plan must operate for the exclusive benefit of the employees of the employer maintaining the plan and their beneficiaries;

(2) Before an exemption may be granted under section 408(a) of the Act and/or section 4975(c)(2) of the Code, the Department must find that the exemption is administratively feasible, in the interests of the plan and of its participants and beneficiaries, and protective of the rights of participants and beneficiaries of the plan;

(3) The proposed exemptions, if granted, will be supplemental to, and not in derogation of, any other provisions of the Act and/or the Code, including statutory or administrative exemptions and transitional rules. Furthermore, the fact that a transaction is subject to an administrative or statutory exemption is not dispositive of whether the transaction is in fact a prohibited transaction; and

(4) The proposed exemptions, if granted, will be subject to the express condition that the material facts and representations contained in each application are true and complete, and that each application accurately describes all material terms of the transaction which is the subject of the exemption.

Signed at Washington, DC, this 7th day of June, 2010.

Ivan Strasfeld,

Director of Exemption Determinations, Employee Benefits Security Administration, U.S. Department of Labor.

[FR Doc. 2010–14023 Filed 6–10–10; 8:45 am]

BILLING CODE 4510–29–P

LEGAL SERVICES CORPORATION

Sunshine Act Meeting

TIME AND DATE: The Board of Directors of the Legal Services Corporation will meet by telephone on June 15, 2010. The meeting will begin at 12 p.m., e.s.t., and continue until conclusion of the Board's agenda.

LOCATION: Legal Services Corporation, 3333 K Street, NW., 3rd Floor Conference Center, Washington, DC, 20007.

PUBLIC OBSERVATION: For all meetings and portions thereof open to public observation, members of the public that wish to listen to the proceedings may do so by following the telephone call-in directions given below. You are asked to keep your telephone muted to eliminate background noises. From time to time the Chairman may solicit comments from the public.

CALL-IN DIRECTIONS FOR OPEN SESSION(S):

- Call toll-free number: 1- (866) 451–4981;
- When prompted, enter the following numeric pass code: 5907707348;
- When connected to the call, please "Mute" your telephone immediately.

STATUS OF MEETING: Open.

Matters To Be Considered

Open Session

1. Approval of agenda.
2. Consider and act on revisions to the LSC Accounting Guide for LSC Recipients.
3. Public comment.
4. Consider and act on other business.
5. Consider and act on adjournment of meeting.

CONTACT PERSON FOR INFORMATION: Katherine Ward, Executive Assistant to the Vice President for Legal Affairs, at (202) 295–1500. Questions may be sent by electronic mail to *FR_NOTICE_QUESTIONS@lsc.gov.*

SPECIAL NEEDS: Upon request, meeting notices will be made available in alternate formats to accommodate visual and hearing impairments. Individuals who have a disability and need an accommodation to attend the meeting may notify Katherine Ward at (202) 295–1500 or *FR_NOTICE_QUESTIONS@lsc.gov.*

Dated: June 8, 2010.

Patricia D. Batie,

Corporate Secretary.

[FR Doc. 2010–14171 Filed 6–9–10; 4:15 pm]

BILLING CODE 7050–01–P

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

Records Schedules; Availability and Request for Comments

AGENCY: National Archives and Records Administration (NARA).

ACTION: Notice of availability of proposed records schedules; request for comments.

SUMMARY: The National Archives and Records Administration (NARA) publishes notice at least once monthly of certain Federal agency requests for records disposition authority (records schedules). Once approved by NARA, records schedules provide mandatory instructions on what happens to records when no longer needed for current Government business. They authorize the preservation of records of continuing value in the National Archives of the United States and the destruction, after a specified period, of records lacking administrative, legal, research, or other value. Notice is published for records schedules in which agencies propose to destroy records not previously authorized for disposal or reduce the retention period of records already authorized for disposal. NARA invites public comments on such records schedules, as required by 44 U.S.C. 3303a(a).

DATES: Requests for copies must be received in writing on or before July 12, 2010. Once the appraisal of the records is completed, NARA will send a copy of the schedule. NARA staff usually prepare appraisal memorandums that contain additional information concerning the records covered by a proposed schedule. These, too, may be requested and will be provided once the appraisal is completed. Requesters will be given 30 days to submit comments.

ADDRESSES: You may request a copy of any records schedule identified in this notice by contacting the Life Cycle Management Division (NWML) using one of the following means:

Mail: NARA (NWML), 8601 Adelphi Road, College Park, MD 20740–6001.

E-mail: request.schedule@nara.gov.

FAX: 301–837–3698.

Requesters must cite the control number, which appears in parentheses after the name of the agency which submitted the schedule, and must provide a mailing address. Those who desire appraisal reports should so indicate in their request.

FOR FURTHER INFORMATION CONTACT: Laurence Brewer, Director, Life Cycle Management Division (NWML), National Archives and Records Administration, 8601 Adelphi Road,