WASHINGTON AND LEE UNIVERSITY
DEFINED CONTRIBUTION PLAN

SUMMARY
PLAN DESCRIPTION

2009
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INTRODUCTION

This booklet is called a Summary Plan Description ("SPD") and is intended to be a brief description of the provisions of our Plan. Inside, you will find an explanation of your rights, obligations and benefits under our Plan.

Please read the description carefully to answer any questions you may have concerning our Plan. If you have questions after reading this booklet, please ask the Plan Administrator. You also have the right to read a copy of our Plan documents which are on file in the Employer's Human Resources office.

NOTE: WE HAVE TRIED OUR BEST TO MAKE THIS A CLEAR AND UNDERSTANDABLE BOOKLET. HOWEVER, IF THERE IS ANY CONFLICT BETWEEN THIS BOOKLET AND THE ACTUAL PLAN DOCUMENT, OR BETWEEN THIS BOOKLET AND FEDERAL LAW, THE PLAN DOCUMENT OR FEDERAL LAW, AS APPROPRIATE, WILL CONTROL. THIS BOOKLET IS NOT INTENDED TO CHANGE OR EXTEND THE PROVISIONS OF THE PLAN.
A. GENERAL INFORMATION ABOUT THE PLAN

As you read this booklet, you will find that some words are in **Bold Type**. These words have the special meanings that appear below:

**AFTER-TAX CONTRIBUTIONS**: These are after-tax elective deferrals from your wages that you have authorized the **Employer** to contribute into the **Plan** on your behalf.

**ANNIVERSARY YEAR**: This refers to a twelve-month period measured from the Employee’s date of hire and subsequent twelve-month anniversary periods.

**COMPENSATION**: This is your pay from the **Employer** for the **Plan Year** as reported to the Internal Revenue Service on Form W-2 (excluding compensation paid prior to your entry into the **Plan**), and including any amount you defer as a pre-tax savings contribution to the **Plan** or under certain other salary deferral arrangements.

**EARLY RETIREMENT DATE**: This is the date on which you reach age 59 1/2 or, if later, complete 10 Years of Service with the **Employer**.

**EMPLOYER**: The **Employer** is the **Plan** sponsor. Our **Employer** name, address, telephone number, and federal identification number are:

Washington and Lee University  
204 W. Washington Street  
Lexington, VA 24450-2554  
Telephone: (540) 458-8920  
EIN: 54-0505977

**HOUR OF SERVICE**: An **Hour of Service** is any hour for which you receive pay or are entitled to receive pay from the **Employer** or any related company, including hours you are paid for vacation, holiday, illness, disability, layoff, jury duty, military duty, or other approved leave of absence. However, no more than 501 **Hours of Service** are credited to an employee on account of any single continuous period during which the employee is not actually working.

**NORMAL RETIREMENT DATE**: This is the date on which you reach age 65. You are not required to retire on this date, of course. This is just a definition in the **Plan** which establishes when your full account is payable to you.

**PLAN**: The name of the **Plan** is the "Washington and Lee University Defined Contribution Plan." Its identification number is 001. The **Plan** is legally classified as a Code Section 403(b) retirement plan. The initial effective date of the **Plan** was January 1, 1921. The effective date of the recent revisions is, in general, January 1, 2009. The **Plan's** agent for service of legal process is the **Plan Administrator**.

**PLAN ADMINISTRATOR**: The **Employer** serves as the **Plan's Administrator**. The **Plan Administrator** may delegate certain of the administrative duties associated with the **Plan** to a third party vendor or administrator.
**PLAN YEAR**: This is the 12-month period from January 1 to December 31.

**PRE-TAX SAVINGS CONTRIBUTIONS**: These are pre-tax elective deferrals from your wages that you have authorized the Employer to contribute to the Plan on your behalf.
B. PARTICIPATION IN THE PLAN

Q1 HOW DO I BECOME ELIGIBLE TO BECOME A MEMBER OF THE PLAN?

A1 If you were a member of our Plan prior to its revision, you will continue as a member of the Plan. All other employees will become eligible for membership for purposes of making pre-tax savings contributions or after-tax contributions upon their date of hire with the Employer.

All other employees will become eligible for membership in the Plan for purposes of receiving Employer matching and non-elective contributions when they complete two Years of Eligibility Service.

Important Definition -- Year of Eligibility Service: A Year of Eligibility Service is a 12-month period measured from your date of hire in which you are credited with at least 1,000 Hours of Service. You will also be credited with a Year of Eligibility Service whenever you complete 1,000 hours or more in a subsequent Anniversary Year following your date of hire without an intervening break in service. You will also receive credit for Years of Eligibility Service performed with an institution of higher education before your employment with the Employer, as applicable.

Any individuals classified as student employees and any employees who are included in a unit of employees covered by a collective bargaining agreement are not eligible to participate in the Plan.

Q2 WHEN DO I BECOME A MEMBER OF THE PLAN AND WHEN DOES MY PARTICIPATION IN THE PLAN TERMINATE?

A2 You become a member of the Plan for purposes of making pre-tax savings contributions or after-tax contributions as of your date of hire with the Employer.

For purposes of receiving Employer matching and non-elective contributions, you become a member of the Plan as of the first day of the pay period following your completion of two Years of Eligibility Service.

Example: Marie is hired on February 9, 2010. She completes two Years of Eligibility Service on February 9, 2012. For pre-tax savings contribution or after-tax contribution purposes, Marie will become a member of our Plan as of February 9, 2010. For Employer matching contribution and non-elective contribution purposes, Marie will become a member of our Plan as of her next pay period following February 9, 2012 (this date will be different for exempt employees, who are paid monthly, and non-exempt employees, who are paid every two weeks).

Once you become a member of the Plan, you must fill out a form specifying whether or not you wish to make a pre-tax savings contribution or after-tax contribution to the Plan.
and the amount of your contribution. If you elect not to make any contribution to the Plan, you will not receive any Employer matching contribution, but you will still receive the Employer non-elective contribution.

For purposes of the Plan, your participation in the Plan is terminated when you have a Break in Service.

A Break in Service is an Anniversary Year in which you are credited with less than 501 Hours of Service and are not on an approved Employer leave of absence granted in writing.

If you take a leave of absence on account of pregnancy, birth, or adoption of your child, or on account of any qualifying reason under the Family and Medical Leave Act, the Plan Administrator will credit you with up to 501 Hours of Service in order to prevent you from incurring a Break in Service.

If you return to work from military leave in the uniformed services on or after December 12, 1994, you will be treated as not having incurred a Break in Service for purposes of the Plan.

**Reemployed Members:** If you leave the Employer while a member of the Plan, and then come back to work, you will become a member again on your return, and you can begin making pre-tax savings contributions or after-tax contributions to the Plan immediately. You must fill out a form specifying the amount of your desired contribution.
C. CONTRIBUTIONS TO THE PLAN

Q3 HOW MUCH MAY I CONTRIBUTE ON A PRE-TAX OR AFTER-TAX BASIS?

A3 Each Plan Year you may make a pre-tax savings contribution or an after-tax contribution to the Plan through payroll deduction up to the maximum amount allowed by law, but in no event more than $16,500 for 2009. (The limit for later years will be announced by the IRS.) Certain limits may reduce the amounts which may be contributed. You will be notified if those limits affect you.

If you are age 50 before the end of the Plan Year, you will be able to make additional pre-tax savings contributions in the amount of $5,500 for 2009. The Employer will not make a matching contribution with respect to these additional pre-tax savings contributions.

In addition, for any calendar year in which you have completed at least 15 Years of Service with the Employer, you may be eligible to make an additional salary deferral contribution (a “15-year catch-up” contribution). The amount of the 15-year catch-up contribution may not exceed the smallest of the following amounts: (1) $3,000.00; (2) $15,000.00 reduced by all of your 15-year catch-up contributions for prior years; or (3) $5,000.00 times your Years of Service with the Employer, reduced by your total salary deferral contributions for prior years. Contributions made under this 15-year catch-up rule have a $15,000.00 lifetime maximum. The Employer will not make a matching contribution with respect to these 15-year catch-up contributions.

If you qualify for both the age 50 catch-up contributions and the 15-year catch-up contributions, your catch-up contributions will be allocated first as 15-year catch-up contributions. Catch-up contributions (and the related earnings) are considered elective deferrals and are always fully vested.

The Tax Benefits

You do not have to pay current federal income tax on the amount of your pre-tax savings contributions. When you receive payment of your pre-tax savings contributions, these amounts will be subject to income taxes. You should consult with your tax advisor if you have any questions.

Q4 HOW OFTEN CAN I CHANGE MY ELECTIVE DEFERRALS - - PRE-TAX SAVINGS CONTRIBUTIONS OR AFTER-TAX CONTRIBUTIONS?

A4 You may stop making your pre-tax savings contributions or after-tax contributions at any time by providing advance written notice to the Plan Administrator. You may not resume making contributions until the next payroll period following your advance written notice to resume contributions.
You may elect to increase or decrease the amount of your pre-tax savings contributions or after-tax contributions throughout each Plan Year effective on the next payroll period by filing a written notice with the Plan Administrator prior to the effective date of such change.

Q5

WHAT EFFECT WILL MY PRE-TAX SAVINGS CONTRIBUTIONS OR AFTER-TAX CONTRIBUTIONS HAVE ON MY OTHER BENEFITS?

A5

If you make a pre-tax savings contribution or after-tax contribution to the Plan, we will not reduce any of your Compensation-related benefits.

You and the Employer will continue to pay Social Security taxes on amounts you contribute to the Plan so that you will not lose your rights to any Social Security benefits.

If you make a pre-tax savings contribution or after-tax contribution to the Plan or a Employer contribution is made to your Plan account, you are an "active participant" and the amount of your deductible contribution to an individual retirement account (IRA) may be limited, depending on your income. However, the amount of your pre-tax savings contribution, after-tax contribution or Employer contribution will not be counted against the deductible limit for IRA contributions.

Q6

HOW MUCH DOES THE EMPLOYER CONTRIBUTE TO THE PLAN?

A6

Under the terms of the Plan, the Employer will make both matching contributions (that match your pre-tax savings contributions or after-tax contributions) and non-elective contributions, for a total contribution not to exceed the IRS limit. These contributions are described in greater detail below.

A. Matching Contributions

The Employer will contribute one dollar for each dollar you contribute as pre-tax savings or after-tax savings up to a maximum of 5% of your Compensation.

Example: The Employer makes a matching contribution of one dollar for each dollar you contribute as pre-tax savings or after-tax savings of up to 5% of your Compensation. Assume your Compensation = $20,000. If you were to contribute $1,000 to the Plan, the Employer would contribute $1,000 for you. However, if you were to contribute an amount in excess of 5% of your Compensation (this would be an amount over $1,000), the Employer contribution would still be $1,000.

B. Non-Elective Contributions

The Employer will make a contribution equal to 5% of your Compensation even if you make no elective deferrals of any of your compensation toward retirement savings into the Plan.
Q7  HOW ARE THE EMPLOYER’S CONTRIBUTIONS TO THE PLAN ALLOCATED AMONG THE PLAN MEMBERS?

A7  An account will be established for you under the Plan to which will be credited your yearly share of the Employer’s matching and non-elective contributions.

A. Matching Contributions

In order for your account to receive a share of the Employer’s matching contribution for a Plan Year, you must have made a pre-tax savings contribution or after-tax contribution for the Plan Year.

B. Non-Elective Contributions

In order for your account to receive a share of the Employer’s non-elective contribution for a Plan Year, you must be a member of the Plan.
D. VESTING OF CONTRIBUTIONS

Q8 HOW MUCH OF MY ACCOUNT AM I ENTITLED TO WHEN I LEAVE THE EMPLOYER?

A8 You are always 100% vested in your account under the Plan. A "vested" benefit can never be taken away from you or forfeited. When you leave employment with the Employer, regardless of your age, you may take a distribution of 100% of your account, including your elective deferrals and all Employer contributions. You should be aware that distributions prior to age 59 ½ may be subject to an IRS penalty. Please see Section H of this Summary Plan Description and consult your financial or tax advisor.
E. DISTRIBUTION OF BENEFITS

Q9 WHAT HAPPENS IF I BECOME DISABLED?

A9 If your employment with the Employer terminates as a result of a "permanent and total disability," you may request that payment of your benefits begin after the Plan Administrator has determined that you are permanently and totally disabled. Payments will commence as soon as administratively feasible after your request is received by the Plan Administrator. You may choose to delay payment of your benefits, but not beyond the date specified under Q & A 12.

"Permanent and total disability" means a physical or mental condition that can be expected to last for at least 12 months or result in death. It must be serious enough to prevent you, in the opinion of the Plan Administrator or designee and based upon appropriate medical advice and examination, from engaging in any substantial or gainful economic activity. Receipt of disability benefits under the Employer's long-term disability policy will be proof of permanent and total disability.

Q10 IS THERE A DEATH BENEFIT?

A10 If you die while employed by the Employer or following termination of employment with the Employer, your beneficiary will be entitled to receive the full value of your account under the Plan as a death benefit.

If you are married at the time of your death, your spouse will be the beneficiary of the full death benefit, unless you designate another beneficiary on a form to be furnished to you by the Plan Administrator. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST CONSENT TO WAIVE ANY RIGHT TO 50% OF THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING AND WITNESSED BY A NOTARY PUBLIC OR A PLAN REPRESENTATIVE.

Benefits can be paid to your beneficiary in a variety of ways, which may be restricted under the terms of your account funding vehicles. Payment options may include: lump sum; partial withdrawals; survivor required minimum distribution payments; lifetime or fixed period annuities. In addition, spouses have the option of rolling funds to their own IRA and non-sporuses have the option of survivor IRAs.

However, if no valid waiver signed by your spouse is in effect, the 50% death benefit payable to your spouse will be in the form of a survivor annuity. This survivor annuity will provide monthly payments to your spouse for his/her lifetime. The amount of monthly payments will depend upon the value of your account at the time the payments begin. The Plan Administrator may, however, distribute the benefit in an alternative method, such as a single sum, provided your spouse agrees in writing to an alternative form.
The period during which you and your spouse may waive this survivor annuity begins as of the first day of the Plan Year in which you reach age 35 (or the date you terminate employment with the Employer, if earlier) and ends when you die. The Plan Administrator or designee must provide you with a detailed explanation of the survivor annuity. This explanation must be given to you, generally, by the first day of the Plan Year in which you reach age 35, or within a reasonable period of time following either your attainment of age 35 or your termination of employment if you have not attained age 35.

It is, therefore, important that you inform the Plan Administrator before you turn age 35 so that you may receive this information.

If, however,

(a) your spouse has validly waived any right to the death benefit in the manner outlined above,

(b) your spouse cannot be located, or

(c) you are not married at the time of your death,

then your full death benefit will be paid to the beneficiary of your choosing. You may designate such beneficiary on a form to be supplied to you by the Plan Administrator. If you do not designate a beneficiary and you are not married, the Plan provides that your beneficiary will be your children, including adopted children, your surviving parents in equal shares or, if none, your estate.

Because your spouse would have certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

**Q11 WHAT HAPPENS WHEN I RETIRE?**

**A11**

You may elect to retire at any time after your Early Retirement Date and, if you wish, your payments will commence as soon as administratively feasible after you retire.

If you retire on or after your Normal Retirement Date, payments will commence as soon as administratively feasible after you retire, unless you otherwise elect in writing to defer receipt of your benefits.

If you choose, you may delay payment of your benefits. However, distribution of your Plan benefits must begin no later than the April 1st following the later of (1) the calendar year in which you attain age 70½ or (2) the calendar year in which you retire.
Q12  **WHAT HAPPENS IF MY EMPLOYMENT TERMINATES FOR OTHER REASONS BEFORE NORMAL OR EARLY RETIREMENT AGE?**

A12  If you terminate employment with the Employer before your Normal or Early Retirement Date, for reasons other than death or disability, and elect to receive payment of your vested account, payment to you of 100% of your account, including elective deferrals (pre-tax or after-tax) as well as Employer matching and non-elective contributions, will be made as soon as administratively feasible following your date of termination. You should be aware that distributions prior to age 59 ½ may be subject to an IRS penalty. Please see Section H of this Summary Plan Description and consult your financial or tax advisor.

Q13  **HOW WILL MY ACCOUNT BE PAID?**

A13  Subject to the terms of the applicable investment vehicle, your account will be paid in a single sum payment, in an annuity form, or in any other form permitted under the annuity contract or custodial account agreement, as you elect in writing.

However, if you are married on the date your benefits are to begin, your account will automatically be paid to you in a 50% joint and survivor annuity, unless you and your spouse otherwise elect. This means that if you die and are survived by a spouse, your spouse will receive a monthly benefit for the remainder of his/her life equal to 50% of the benefit you were receiving at the time of your death.

If you wish to waive the joint and survivor form of payment, you may do so during the 180-day period ending on the date the annuity is to begin. However, YOUR SPOUSE MUST CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A PLAN OFFICIAL OR A NOTARY PUBLIC. You may revoke any waiver. The Plan Administrator or designee will provide you with forms to make these elections. Because your spouse participates in these elections, you must immediately inform the Plan Administrator of any change in your marital status.

If you and your spouse elect not to take a joint and survivor annuity or if you are not married when your benefits are scheduled to begin, you may choose an alternative form of payment.

Regardless of the form of payment you receive, its value to you will be the same value as each alternative form of payment.
F. INVESTMENT OF YOUR ACCOUNTS

**Q14  HOW DO I KNOW THE TOTAL AMOUNT OF MY BENEFIT?**

**A14**  The Employer contributions are not paid to you directly. If they were, you would be taxed on the money right now. Instead, they are contributed to separate individual accounts in accordance with the terms of the applicable annuity contract or custodial account. A separate bookkeeping account is maintained by the Plan Administrator to keep track of your share of the contributions over the years. Also, each account will be charged with its share of the Plan’s investment gains and losses. You will receive periodic statements showing:

(1) your share of the Plan’s assets at the beginning of the period;

(2) changes due to investment results during the period;

(3) your share of Employer contributions for the period;

(4) your pre-tax savings contributions and after-tax contributions, if any, during the period; and

(5) the ending balance.

**Q15  HOW IS THE PLAN’S MONEY INVESTED?**

**A15**  The Employer offers you a choice of investment funds for your account. The investment funds include custodial accounts and/or annuity contracts. The Plan Administrator will provide you with more detailed information regarding these investment funds. If you do not provide the Plan Administrator with your choice of investment funds, your account will be automatically deposited into a default funding vehicle. In that case, you will be notified of that funding vehicle and provided with an opportunity to direct that your account be transferred into another/other fund(s) of your choice.

The Plan is intended to constitute a plan as described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1, which relieves the Plan fiduciaries of any liability for any losses that are the direct and necessary result of investment instruction given by any member of the Plan.

In deciding which fund to choose, there are important factors to keep in mind. The investment objectives of each fund vary and so do the risks involved. Before selecting how you want your account to be invested, you should consider how much risk you want to take.

The Plan Administrator will provide you with detailed information about the available investments and the manner of making and changing your investment elections.

The Employer reserves the right to change the number and types of funds available for investment options. You will be informed of any changes.
The Plan's investment company may impose restrictions on your ability to change your investment elections under the Plan. The restrictions, if imposed by the investment company, concern the timing and frequency of changes to your investment elections under the Plan. If you have any questions concerning possible restrictions on your ability to change your investment elections, please contact the investment company.
G. YOUR ERISA RIGHTS AND OTHER IMPORTANT INFORMATION

Q16 WHAT ARE MY RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)?

A16 As a member in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that: all Plan members shall be entitled to:

(1) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

(2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies;

(3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each member with a copy of this summary annual report;

(4) Obtain a statement telling you (a) the amounts credited to your account under the Plan and (b) what your benefits would be if you stop working under the Plan now. This statement is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan members, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan members and beneficiaries. No one, including the Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is
denied or ignored, in whole or in part, you may file suit in a state or Federal court. In
addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified
status of a domestic relations order or a medical child support order, you may file suit in
Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if
you are discriminated against for asserting your rights, you may seek assistance from the
U.S. Department of Labor, or you may file suit in Federal court. The court will decide
who should pay court costs and legal fees. If you are successful the court may order the
person you have sued to pay these costs and fees. If you lose, the court may order you to
pay these costs and fees, for example, if it finds your claim frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator.
If you have any questions about this statement or about your rights under ERISA, or if
you need assistance in obtaining documents from the Plan Administrator, you should
contact the nearest office of the Employee Benefits Security Administration, U.S.
Department of Labor, listed in your telephone directory or the Division of Technical
Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of
Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain
certain publications about your rights and responsibilities under ERISA by calling the
publications hotline of the Employee Benefits Security Administration.

Q17 HOW DO I MAKE A CLAIM FOR BENEFITS?

A17 Be sure that any request is in writing and delivered to the Plan Administrator. You will
be required to complete and submit a number of forms.

We hope there will never be a disagreement as to the amount owed to you under the Plan.
However, if there is a disagreement, you must follow the Plan’s claims procedure or you
may forfeit certain legal rights to contest the decision. You must file any request for
benefits in writing. You may appoint an authorized representative to act on your behalf
for the purposes of filing a claim and seeking a review of a denied claim, provided that
you notify the Plan in advance of the name, address and telephone number of the
authorized representative. Before filing your request, you or your authorized
representative may wish to examine any Plan records regarding your claim. This
examination may take place only during the Plan’s regular working hours.

If your request for benefits is denied, in whole or in part, the Plan Administrator will
provide you a written response so notifying you, within 90 days of receipt of your request;
provided, however, that an extension of time not exceeding 90 days will be available if
special circumstances require an extension of time for processing your request. If so,
otice of such extension, indicating what special circumstances exist and the date by
which a final decision is expected to be rendered, will be furnished to you before the
initial 90-day period expires.

The notice of denial will set forth in a manner reasonably expected to be understood by
you: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent
Plan provisions on which the denial is based; (iii) a description of any additional material
or information necessary for you to perfect the claim and an explanation of why such
material or information is necessary; (iv) appropriate information as to the steps to be taken if you wish to submit your claim for review; and (v) a statement explaining your rights to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination after the review (as discussed below).

Upon request and free of charge, you or your duly authorized representative will be permitted to review relevant documents and submit issues and comments in writing. A document, record or other information is "relevant" if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required under federal law.

Within 90 days after receipt of such notice of denial, you or your authorized representative may request, by mailing or delivery of written notice to the Plan, a review by the Plan Administrator of the decision denying your claim. Such petition for review shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished. The review will take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

After such review, the Plan Administrator will determine whether the denial of your claim was correct and will notify you in writing of its determination within a reasonable period of time, but not later than 60 days after the receipt of your request for review by the Plan Administrator, provided, however, that an extension of time not exceeding 60 days will be available if special circumstances require an extension of time for processing the appeal. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, will be furnished to you before the initial 60-day period expires.

You will be advised of the Plan Administrator’s decision in writing. The notice of denial will be set forth in a manner reasonably expected to be understood by you: (a) specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based; (b) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information "relevant" to your claim for benefits; and (c) a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

If you fail to request review within the 90-day period, it shall be conclusively determined for all purposes of this Plan that the denial of such claim by the Plan Administrator is correct.

If the Plan Administrator’s determination is favorable to you, it shall be binding and conclusive. If such determination is adverse to you, it shall be binding and conclusive unless you or your authorized representative notifies the Plan Administrator within 90 days after the mailing or delivery to you by the Plan Administrator of its determination,
that you intend to institute legal proceedings challenging the determination of the Plan Administrator, and you or your authorized representative actually institutes such legal proceeding within 180 days after such mailing or delivery.

The denial of an application or claim as to which the right of review has been waived or the decision of the Plan Administrator with respect to a petition for review, shall be final and binding upon all parties and any person claiming under you, subject only to judicial review.

However, the best way to avoid this type of problem is to make sure you understand the Plan and the way it works at this time. Remember, if you have questions, the Plan Administrator will assist you, and will refer any questions it is unable to answer to the professional benefit consultants who assist in administering the Plan.

Q18  WHAT HAPPENS IF THE PLAN IS AMENDED OR TERMINATED?

A18  The Employer reserves the right, of course, to amend the Plan, to discontinue contributions or, when permitted by law, to terminate the Plan. No amendment can reduce the amount in your account or eliminate any of the benefit form options offered in the Plan.

If the Plan terminates, you are 100% vested in your account. The Plan is exclusively for the benefit of its members and, therefore, money cannot go back to the Employer because of the Plan’s termination.

Upon termination of the Plan, we will either distribute your benefits to you as soon as administratively possible (with the approval of the Internal Revenue Service) or transfer your benefits to another plan sponsored by the Employer.

Q19  IS THERE EVER A TIME WHEN BENEFITS CAN BE LOST OR DENIED?

A19  (1) The value of your account depends on the value of Plan investments. This is why your account must be invested carefully.

(2) Money will not be paid to you from the Plan while you are employed by the Employer, unless there is a loan to you, you take a hardship withdrawal, or you have attained age 59½.

(3) There are no legal guarantees that the Employer will make contributions each year.

(4) Generally, your account balance cannot be assigned or alienated. This means that your account balance cannot be sold, given away or otherwise transferred. In addition, your creditors may not attach or garnish or otherwise demand payment from your account. However, there is an exception to this general rule. This exception applies to "qualified domestic relations orders." The
Plan Administrator is required by law to recognize these orders which are defined as a decree or order issued by a court that obligates you to pay child support or alimony. In addition, a qualified domestic relations order may allocate a portion of your account balance to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Plan Administrator, all or a portion of your account balance may be used to satisfy the obligation. The Plan Administrator, in accordance with procedures set forth in the law, shall determine the validity of any domestic relations order it receives and shall inform you if it has received one affecting you.
H. INCOME TAX CONSIDERATIONS

Q20 WHAT ARE THE TAX CONSEQUENCES WHEN I AM PAID PLAN BENEFITS?

A20 The Employer's contributions to your account and all investment earnings are tax deferred until actually paid to you from the Plan.

Whenever you receive a distribution from your Plan, it will normally be subject to income taxes. You may, however, be able to reduce or defer the tax due on your distribution.

Special Tax Rules: Federal law requires that the Plan Administrator provide anyone who receives a distribution from a retirement plan with a written explanation of the rules regarding the taxation of those distributions. The Plan Administrator will provide you with a written explanation of those rules when you receive benefit payments from the Plan.

If IRS rules require that you receive a return of your pre-tax savings or after-tax contributions after the end of the Plan Year, the amount of such contributions and the earnings thereon are treated, in general, for tax purposes, as received by you in the calendar year in which you made the contribution.

The Internal Revenue Code provides several complex rules relating to the taxation of the amounts you may receive in a distribution. YOU SHOULD PROMPTLY CONSULT A TAX ADVISOR IN DECIDING WHAT YOU SHOULD DO WITH RESPECT TO ANY DISTRIBUTION.
I. AUXILIARY FEATURES

Q21  AM I ALLOWED TO BORROW FROM THE PLAN?

A21  Yes, subject to the terms of the applicable annuity contract or custodial account agreement, the Plan Administrator will allow members who are active employees to borrow money from their accounts. The Loan Program which follows is a general overview of the Plan's rules regarding loans.

Eligibility: Loans are available only to Plan members who are active employees of the Plan sponsor.

Authorized Position/Person to administer loan program: Plan Administrator

Application Procedure: The member completes a loan application. If the application is approved, the member must sign a promissory note and obtain his/her spouse's written consent if applicable. The member must agree to bear the administrative expense of processing the loan.

Loan Approval Basis: All loan applications that meet all the following requirements shall be approved. Only one outstanding loan is permitted at any one time. However, the administrator shall refuse to grant loans to members who indicate intent to not repay the obligation in accordance with its proposed terms and/or to members who have other loans from the Plan which are in default, unless the administrator determines that renegotiation of defaulted loans is the best method for securing repayment.

Types of Loans Available: Variable rate loans for a maximum term of 5 years. The interest rate shall be equal to Moody's Corporate Bond Yield Average in effect two months prior to the month the loan is made, or such other reasonable rate as may be required under the applicable annuity contract or custodial account. The interest rate shall be adjusted from time to time as provided under the terms of the applicable funding vehicle. The term of a loan to be used to acquire a member's principal residence may extend to 10 years. The collateral will be 50% of the member's vested interest in the Plan.

Maximum / Minimum Amount of Loan: 50% of a member's vested interest attributable only to pre-tax savings contributions or after-tax contributions, but never more than $50,000; $1,000 Minimum. Loans from all plans of the sponsoring Employer are combined to determine the maximum available loan.

Loan Repayment: At least quarterly payments of principal and interest with level periodic payments. Loans will be repaid by check or by such other method as the Plan's investment company may require. Full and partial pre-payments are allowed.
Repayments may be suspended in the case of a member who is on an unpaid leave of absence due to military service. The suspension shall not exceed the lesser of five years or the member’s period of military service. Except in the case of a loan used to acquire the member’s principal residence, the loan must be repaid in full within a period (starting on the date the loan is first made) that is not to exceed (1) five years, plus (2) the lesser of the period of military service or five years.

Repayments may be suspended in the case of a member who is on an authorized, unpaid leave of absence for other reasons. The suspension shall not exceed the lesser of twelve months or the period of the member’s authorized leave. Except in the case of a loan used to acquire the member’s principal residence, the loan must be repaid in full within a period (starting on the date the loan is first made) that is not to exceed five years.

**Loan Default Procedure:** A loan to an actively employed member shall be considered in default at such time as the required payments are delinquent. A loan payment shall be deemed delinquent, and the loan will be in default, if the loan payment is not made by the end of the calendar quarter following the calendar quarter in which the payment was due. Upon default, the loan will be treated as a taxable distribution to the member and a Form 1099-R will be distributed reflecting the entire amount of the outstanding loan as a taxable distribution. A member who has terminated employment and who fails to repay the entire outstanding loan balance within 30 days of termination shall have his/her Plan interest reduced by the amount of the outstanding loan.

**Q22 CAN I MAKE WITHDRAWALS FROM THE PLAN WHILE I AM EMPLOYED?**

**A22 Hardship Withdrawals:** Subject to the terms of the applicable annuity contract or custodial account agreement, if you experience severe hardship for which other personal funds are not available, the Plan will allow you to withdraw the amount which you need for that emergency, provided that you obtain the consent of your spouse, if applicable.

The maximum hardship withdrawal is limited to the amount in your pre-tax savings contributions or after-tax contributions to the Plan, exclusive of earnings on such contributions, and only to the extent permitted by the relevant funding vehicle contract or agreement. **Note:** you cannot take hardship withdrawals of the interest earned on your pre-tax or after-tax savings contributions to the Plan, nor can you take hardship withdrawals of any Employer contributions.

Hardship withdrawals will be allowed for:

1. Costs directly related to the purchase of your primary residence (excluding mortgage payments).
2. Unreimbursed medical expenses for you, your spouse, dependent or beneficiary or unreimbursed expenses that are necessary so that you, your spouse, dependent or beneficiary could obtain medical care.
(3) Tuition, educational fees, and room and board expenses for the next twelve months of post-secondary education for you, your spouse, dependent or beneficiary.

(4) Amounts necessary to prevent your eviction from your primary residence or to prevent foreclosure on your primary residence.

(5) Payments for burial or funeral expenses for your deceased parent, spouse, child, other dependent or beneficiary.

(6) Expenses for the repair of damage to your primary residence that would qualify for a casualty deduction under the Internal Revenue Code.

Hardship withdrawals may not be paid back to the Plan. You will have to pay current income taxes on amounts you withdraw, and possibly a 10% penalty tax for withdrawals prior to age 59½. To qualify for a hardship withdrawal, you will be required to:

(a) provide documented proof of the hardship on an application form provided by the Plan Administrator;

(b) suspend your right to make pre-tax savings contributions or after-tax contributions for 6 months and possibly limit, according to IRS rules, the amount which you may contribute in the future; and

(c) have borrowed the maximum amount available to you under the Plan’s loan provisions.

**In-Service Distributions**

Subject to the terms of the applicable annuity contract or custodial account agreement, upon attaining age 59½, you may withdraw all or a portion of your 100% vested account attributable only to your pre-tax savings contributions or after-tax contributions if you are still employed by the Employer. To do so, you must make a written request with the Plan Administrator at least 30 days before you wish to withdraw the funds and receive the consent of your spouse, if applicable.
J. ADMINISTRATIVE FEES AND EXPENSES

The Employer's administrative procedures under the Plan permit the payment of Plan expenses to be made from Plan assets. If the Employer does not pay these expenses, then expenses paid from Plan assets will generally be allocated among the accounts of all members of the Plan.

However, there are certain expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. The expenses may be paid directly from your account (and not the accounts of other Plan members) because they are directly related to your benefit under the Plan.

The expenses that are paid directly from an individual Plan member's account will be those expenses that are set forth on the specific investment company forms. In addition, your account may be charged for expenses to process court orders that require payment to your ex-spouse or a dependent in divorce proceedings.

The Employer or investment company, from time to time, may change the manner in which expenses are allocated.