

**Bryn Mawr College
Retirement Plan**

Table of Contents

Introduction.....	3
Important Information About the Plan.....	4
Joining the Plan.....	5
Contributions to the Plan.....	6
Managing Your Account.....	10
Ownership of Your Account (Vesting)	12
Withdrawals.....	13
Loans	15
Benefits	19
Taxes on Distributions	21
Distribution Claim Procedures.....	23
Legal Rights.....	23
Additional Information	25

Introduction

The Bryn Mawr College Retirement Plan ("Plan") was established effective as of February 1, 1920 to provide you with greater financial security. The Plan is known as a 403(b) tax deferred annuity plan. It has been established to help you provide for your future financial security through a combination of personal savings, current tax savings and contributions made by your Employer.

This Plan offers you an easy way to save for your retirement using pre-tax contributions which are directly deducted from your paycheck. Neither the amount you choose to save, nor the earnings on those savings, is subject to federal taxation until you withdraw them from the Plan.

This Summary Plan Description -- or SPD -- will explain how the Plan works. It describes your benefits and rights under the Plan, as it was amended and restated, effective as of March 1, 2016.

This SPD is only a summary of your benefits and rights under the Plan. It is important that you understand that it cannot cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation. You can find the specific rules of the Plan in the Plan document, which you may request from your Plan Administrator.

Every effort has been made to accurately describe the Plan. If you find a difference between the information in this SPD and the information in the Plan document, your benefits will be determined based on the information found in the Plan document.

If in reading this SPD or the Plan document you find you have questions concerning your benefits under the Plan, please contact your Plan Administrator or Transamerica Retirement Solutions, LLC.

Important Information About the Plan

Plan Sponsor:	Bryn Mawr College (“Employer”) 101 N. Merion Avenue Bryn Mawr, PA 19010-2823 610-526-5000 EIN: 23-1352621
Plan Name:	Bryn Mawr College Retirement Plan
Plan Number:	001
Plan Effective Date:	The Plan was originally effective as of February 1, 1920. This SPD describes the Plan as amended and restated effective as of March 1, 2016.
Plan Year:	January 1st - December 31st
Plan Administrator:	Bryn Mawr College 101 N. Merion Avenue Bryn Mawr, PA 19010-2823 610-526-5266
Plan Custodian:	State Street Bank & Trust Company One Lincoln Street Boston, MA 02111
Agent for Service of Legal Process*:	Bryn Mawr College 101 N. Merion Avenue Bryn Mawr, PA 19010-2823

*Service of legal process may be made upon the Plan Trustee, if applicable, or the Plan Administrator.

Plan Funding:	All assets of the Plan are held in a custodial account. The custodial account established by the Plan's custodian will be the funding medium used for the accumulation of assets from which benefits will be distributed.
Plan Recordkeeper:	Transamerica Retirement Solutions, LLC (“Transamerica”) 440 Mamaroneck Avenue Harrison, NY 10528

Joining the Plan

May I join the Plan?

Provided you are not an excluded employee, you may join the Plan once you satisfy the Plan's eligibility condition(s) described below.

Who are excluded employees?

You are an excluded employee if you are a non-common law employee, an independent contractor, a leased employee, or a student. For purposes of Employer contributions, you are also an excluded employee if you normally work less than 20 hours per week.

NOTE: You will be considered an employee who normally works less than 20 hours per week if you (1) are reasonably expected to work less than 1,000 hours during your first year of employment, and (2) you actually work less than 1,000 hours for each subsequent Plan Year.

What happens if I become an excluded employee?

If you become an excluded employee, you will no longer be allowed to make or receive additional contributions under the Plan. You will, however, still have the ability to manage your account and keep certain rights and benefits.

When can I become a participant in the Plan?

For purposes of salary deferral contributions, you may become a participant and enter the Plan as soon as administratively feasible following your date of hire.

For purposes of receiving Employer contributions, you may enter the Plan on the first day of the month coinciding with or following your completion of 8 months of service.

Any Eligible Employee who meets the eligibility requirements will be credited with Employer contributions based on his or her compensation earned from the first day of the month coinciding with or next following his date of hire with the Employer to the month following his or her 8 month anniversary with the Employer.

If you are an employee who normally works less than 20 hours per week, for purposes of Employer contributions, you become a participant and enter the Plan as soon as administratively feasible following your completion of one year of service.

A year of service is a year (counting from your date of hire or from the anniversary of your date of hire) in which you have worked at least 1,000 hours.

Only those hours for which you are paid or for which you are entitled to be paid (for example: vacations, holidays and sick days) can be counted to reach the required 1,000

hours of service. However, if you go on a qualified military service leave, such period of leave will be counted when determining hours of service.

If you are a rehired employee, or you are returning from a qualified military service leave, and you were previously a participant in the Plan, you may join the Plan on your rehire date.

If you are a rehired employee, and you were not previously a participant in the Plan, your Plan Administrator will determine the date you may enter the Plan.

How do I become a participant in the Plan?

When you are eligible to participate in the Plan, your Plan Administrator will provide you with enrollment material. This material will explain the enrollment procedures. You may join the Plan by visiting the participant website or by calling Transamerica at 800-755-5801.

If you do not join the Plan when you first become eligible, you may join on any business day thereafter, or as soon as administratively feasible.

If I am married, may I designate someone other than my spouse as the beneficiary of my account?

Yes, but you must first submit the written consent of your spouse witnessed by either a notary public or Plan representative.

Contributions to the Plan

What are the tax advantages of being in the Plan?

Saving through the Plan provides you with tax advantages. You pay no current income taxes on contributions and on the earnings in your account while the money is in the Plan. Money in the Plan is not subject to federal taxation until it is actually distributed to you.

NOTE: You will not pay income taxes on any voluntary after-tax contributions you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. However, the earnings on these contributions will be taxable.

May I elect to make contributions to the Plan?

Yes, you may make salary deferral contributions to the Plan. Salary deferral contributions are pre-tax contributions.

Your salary deferral contributions go directly into the Plan instead of your paycheck. Since these contributions do not show up as income on your W-2 form, the amount you contribute will not be subject to federal or, in most cases, state income taxes, until paid to you.

However, you do pay Social Security (FICA) and certain other employment taxes on your contributions.

For example: If your salary is \$20,000 per year and you elect to make contributions to the Plan totaling \$1,000 during the Plan Year, you only pay income taxes on \$19,000.

How much of my salary may I contribute to the Plan?

You may contribute as much of your salary as you would like subject to the maximum amount permitted by law (see the question "**Are there any other limits to the amount of salary deferral contributions that I can make?**" for the applicable limit). To do this, you must elect to have a portion of your salary contributed to the Plan through payroll withholding. To make your salary deferral election, please visit the participant website or call Transamerica at 800-755-5801. Your salary deferral election will become effective no later than 30 days after you have completed the election and will remain in effect until you amend it.

In addition, the Auto-Increase service provided under the Plan allows you to have your retirement savings contribution rate increased automatically each year by a set amount, at any point in the year you choose. To make your Auto-Increase election, please visit the participant website. Once elected, your contribution rate will be automatically increased each year by the amount you select, subject to the contribution limits above. You may turn the Auto-Increase service off at any time.

Are there any other limits to the amount of salary deferral contributions that I can make?

The total dollar amount that you can contribute as salary deferral contributions to 401(k) plans is limited by law. Your total salary deferral contributions to all 401(k) plans (and 403(b) accounts) during a calendar year generally cannot exceed this maximum dollar amount. For the 2016 calendar year, your salary deferral contributions cannot exceed \$18,000. After calendar year 2016, the salary deferral limit may increase for cost-of-living increases. If you only participate in this Plan during the year, your Employer automatically limits your salary deferral contributions to the maximum dollar limit. However, if you participated in another employer's 401(k) plan (or 403(b) account) as well as this Plan during the year, your total salary deferral contributions to both plans together may not exceed the maximum dollar limit.

Adverse tax consequences may apply if your total salary deferral contributions to all 401(k) plans (and 403(b) accounts) exceed the maximum annual dollar limit. If you participated in more than one 401(k) plan (or 403(b) account) during a year, and you contributed more than the maximum dollar limit during such year, you may request that any excess salary deferral contributions made to this Plan, with earnings, be distributed to you by April 15th of the following year. Your request should be made no later than March 1st of the following year. If you think this limitation may apply to you, contact your Plan Administrator.

The maximum amount that certain "highly compensated employees" can contribute in a Plan Year may be further limited in order for the Plan to comply with IRS nondiscrimination rules.

(For the definition of “highly compensated employee”, see “**Who is a highly compensated employee?**” at the end of this section).

You may be allowed to make additional catch-up salary deferral contributions beginning in the calendar year in which you become age 50 or in any calendar year after 2001 if you are already age 50 or older. For the 2016 calendar year, your catch-up contributions cannot exceed \$6,000. After calendar year 2016, the catch-up contribution limit may increase for cost-of-living increases. You may make such catch-up contributions, if you have already contributed salary deferral contributions up to the maximum limit permitted by law, or you have reached other plan or IRS limits for that year. To make catch-up salary deferral contributions, you must elect to have a portion of your salary contributed to the Plan through payroll withholding. Please visit the participant website or call Transamerica at 800-755-5801 in order to make your initial catch-up salary deferral contribution election. Unless you amend it, the election will remain in effect for each succeeding year.

How often may I change the percentage of my salary deferral contributions and catch-up contributions?

You may change the percentage of your pre-tax salary deferral contributions, as well as catch-up contributions, at any time by visiting the participant website or by calling Transamerica at 800-755-5801. Changes will be effective as of the next payroll period or as soon as administratively possible thereafter.

May I stop making salary deferral contributions and catch-up contributions to the Plan?

Yes, you may stop making pre-tax salary deferral contributions, as well as catch-up contributions, at any time by visiting the participant website or by calling Transamerica at 800-755-5801. Your change will be effective as of the next payroll period or as soon as administratively possible thereafter. If you decide to start making salary deferral contributions and/or catch-up contributions again at a later date, you may begin making them by visiting the participant website or by calling Transamerica. Contributions will be deducted as of the next payroll period or as soon as administratively possible thereafter.

Does my Employer make contributions to the Plan?

Your Employer may make contributions to the Plan as follows:

Nonelective Contributions. Your Employer may choose to make a nonelective contribution. If so, the amount credited to your account will be equal to 10% of your salary.

What happens if I go on a qualified military service leave?

Generally, when you go on a qualified military service leave, you are no longer able to make pre-tax or catch-up contributions until you return to work. However, when you return to work, you will be given an opportunity to make up the contributions that you could have made while you were on such leave. You will have a period of three times the period of military service to make up these contributions, not to exceed five years.

When determining the contributions to be restored to your account, your Employer will use the salary you would have received during the period of your leave, based on your rate of pay, or if not reasonably certain, your average salary during the 12-month period preceding your leave.

May I make a rollover contribution to the Plan?

Yes, unless you are an excluded employee. If you were a participant in another plan (for example, a qualified plan, governmental 457(b) plan or 403(b) account from a previous employer), you may elect that a direct rollover or a participant rollover contribution be made into this Plan from the other plan. You generally have 60 days from the date of a distribution to contribute that amount to this Plan as a participant rollover contribution. If you elect a direct rollover, that amount will be contributed directly to this Plan and may include after-tax contributions, provided the direct rollover is from a 403(b) account or another qualified plan. You may also roll over amounts that were previously contributed to a traditional Individual Retirement Account ("IRA"). To make a rollover contribution, you must provide Transamerica with a certification from your former employer, plan administrator or IRA provider stating that the distribution you received from their plan or traditional IRA qualifies as a rollover contribution. Please call Transamerica at 800-755-5801 if you want to make a rollover contribution.

What is the most that may be contributed to the Plan on my behalf?

The Internal Revenue Service (IRS) places a maximum limit on the amount of money (the "Annual Contributions") that may be contributed to your account each Plan Year. For your Plan, this limit applies to:

- your own contributions to the Plan (excluding catch-up contributions); and
- your Employer's contributions to the Plan.

For the 2016 Plan Year, the maximum Annual Contributions to your account cannot exceed the lesser of \$53,000 or 100% of your total salary. Total salary for this purpose includes any salary deferral contributions to 401(k) plans, Section 125 cafeteria plans, Section 132(f)(4) plans, governmental 457(b) plans, 403(b) accounts, simplified employee pension plans or simple retirement accounts.

NOTE: In general, for purposes of applying these limits (which may be adjusted in future years), contributions to all 403(b) defined contribution plans, maintained by your Employer are counted.

Who is a highly compensated employee?

A highly compensated employee is one who:

- receives salary from the Employer of over \$120,000 (2016 Plan Year limit) in the prior year.

NOTE: The IRS may adjust the salary limit stated above in future years based on the cost-of-living index.

Is my total salary used to calculate contributions?

For the 2016 Plan Year, the IRS allows salary up to \$265,000 to be used when calculating contributions. This limit may be adjusted in future years based on the cost-of-living index.

Your salary used to calculate salary deferral contributions will be your total salary (up to the maximum salary as described above) actually paid during the Plan Year, excluding any Employer contributions to, credits given or amounts deemed currently taxable under any plan of deferred compensation, except for any amounts that would have been includible in the Employee's gross income for the period of reference but for a compensation reduction election under §§ 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including an election made in order to fund Elective Deferrals under the Plan and including Deemed 125 Compensation), or which must be included in the Employee's taxable income by reason of the provisions of section 409A of the Code, the value of any fringe benefits provided by the Employer (whether or not includible in taxable income), amounts paid in reimbursement of or in lieu of expenses incurred by the Participants in the performance of his duties for the Employer, subsidies offered to the Employee's family (including, without limitation, tuition and fee waivers, educational subsidies or payment to other institutions, premiums paid by the Employer or other expenses incurred by the Employer for insurance coverage or health care), and professional dues and similar assessments paid by the Employer and generally including any salary deferral contributions made to any salary deferral plan(s) of the Employer (e.g., to this 401(k) Plan or a Section 125 cafeteria plan).

Your salary used to calculate Employer contributions will include severance benefits payable within two years of your severance from employment, if you were, at the time of your severance from employment, a participant in the Plan.

The amount of your salary used to calculate any minimum contributions or maximum contribution amounts that may be contributed on your behalf is your total annual salary (again, up to the maximum salary as described above).

For your first year of participation in the Plan, your salary will be recognized as of the date you enter the Plan.

Managing Your Account

Who decides how the money in my account is invested?

You do. When you become eligible to participate in the Plan you may select from a variety of professionally managed investment funds. You will receive enrollment material that will include the following information for each fund:

- a description of the investment objectives;
- the risk and return characteristics;
- the type and diversification of the assets; and
- the investment manager.

To help you make your selection, investment education material will be made available to you through your Plan Administrator. You may also visit the participant website for more information or contact Transamerica at 800-755-5801 for investment information to help you make investment decisions. Transamerica is equipped to handle your calls and questions in over 140 languages through Language Line® service. It also provides services for those who are hearing-impaired. All calls are recorded for your protection.

Once you decide how you would like your contributions invested, you will need to either call Transamerica at 800-755-5801 or visit the participant website.

NOTE: If you have not made your investment elections, all contributions made on your behalf will be invested in one of the Vanguard Target Date Funds, based on the year in which you attain age 65. This is known as the "Default Alternative". Your Employer has chosen to qualify the Default Alternative as a Qualified Default Investment Alternative ("QDIA") established in accordance with the legal requirements under Section 404(c)(5) of ERISA and regulations thereunder. This means that the Plan fiduciary would not be liable for any investment losses that result, notwithstanding that you did not affirmatively elect to invest in the Default Alternative. This relief from liability applies whether or not the Plan is intended to be an ERISA 404(c) plan. You have the right to direct any assets invested in the Default Alternative to other investment options available under the Plan, without financial penalty.

Your Plan is intended to be a 404(c) plan as described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). This provision provides special rules for plans that permit participants to have control over their accounts (like yours). Because you choose your own investments, you are responsible for any investment gains or losses that result from your investment decisions. The Plan's fiduciaries (the Plan Administrator, etc.) are not liable if the value of your account declines because of investment losses based on your investment decisions.

Is there any other information available?

Certain additional information is available to you directly from your Plan Administrator upon request. The information for each investment fund includes:

- a description of the annual operating expenses;
- the most recent copies of financial statements, prospectuses (if applicable), reports and other information;
- a listing of assets comprising the portfolio of each designated investment fund holding "plan assets", its value, and information related to fixed-rate investment contracts (rate of return and maturity date); and

- a performance history and information regarding the value of shares or units in the investment fund and in your account.

How do I change the way my future contributions will be invested?

You may change the way your contributions are invested by visiting the participant website or by calling Transamerica at 800-755-5801. Changes received by Transamerica before 4:00 p.m. Eastern Time will be effective the same day. You may change the way your contributions are invested at any time. Please note that your choices must be in whole percentages. Confirmation of any changes you make will be sent to you within five business days.

May I transfer money from/to another 403(b) plan?

Incoming Transfers:

You **may not** initiate a plan-to-plan transfer of your 403(b) account from another 403(b) Plan.

Outgoing Transfers:

You **may not** initiate a plan-to-plan transfer of your 403(b) account to another 403(b) plan from this 403(b) Plan.

Outgoing Transfers:

Eligible Employees **may not** make transfers from this Plan to a governmental defined benefit plan for purposes of purchasing permissive service credit or a repayment of certain prior refunds to which Code section 415 does not apply.

May I transfer money among the different investment funds?

Yes, you may transfer money among the various investment funds by visiting the participant website or by calling Transamerica at 800-755-5801. Transfers received before 4:00 p.m. Eastern Time will be processed the same day. You may transfer money among the various investment funds at any time. Confirmation of your transfer will be sent to you within five business days.

NOTE: Some investment funds may impose trading restrictions and/or redemption fees as a result of frequent trading activity. If a prospectus is issued for any investment fund in which you invest, please read it carefully to determine if the fund imposes any trading restrictions or redemption fees.

Ownership of Your Account (Vesting)

What does vesting mean?

Vesting means ownership of your account. The portion of your account that is yours is called your vested account.

You are always 100% vested in (i.e., have full ownership of) your account.

What if a Qualified Domestic Relations Order ("QDRO") is issued against my account?

Generally, your vested account may not be sold, used as collateral for a loan outside the Plan, given away, or otherwise transferred. In addition, with certain limited exceptions (e.g., an IRS levy), your creditors may not interfere with your account in any way. An exception to this general rule, however, is a QDRO. A QDRO is a decree or order issued by a court that makes you pay child support or alimony, or otherwise allocates a portion of your account to your spouse, former spouse, child or other dependent. If a QDRO is received by Transamerica, all or a portion of your benefits may be used to satisfy such order. Transamerica will determine if the decree or order issued by the court meets the requirements of a QDRO. Participants and beneficiaries can obtain a description of the procedures for QDRO determinations at no charge from Transamerica, and should do so before having their legal counsel draft any domestic relations order.

A fee of \$250 per QDRO will apply (applicable when your account is divided).

Withdrawals

May I withdraw my voluntary after-tax contributions while I am still employed?

Yes, you may withdraw all or part of any voluntary after-tax contributions. Here's how:

First, if the voluntary after-tax contributions you made prior to January 1, 1987 have increased in value, you may withdraw the actual dollar amount of these contributions without having to also withdraw the taxable earnings;

Next, if the voluntary after-tax contributions you made after January 1, 1987 have increased in value, you may withdraw the actual dollar amount of these contributions, but you must also withdraw equal amounts of the taxable earnings.

May I make a withdrawal while I am employed?

Yes, you may make a withdrawal as follows:

Contributions available for withdrawal at any time

You may withdraw all or a portion of your account balance at any time from the following source(s):

- rollover contributions.

NOTE: If you are under age 59 ½ when you make your withdrawal, a 10% penalty tax in addition to income taxes may apply. The plan allows for penalty-free withdrawals for military reservists called into active duty who receive a qualified reservist distribution.

Age 59 ½ or Older

When you reach age 59 ½, you may withdraw all or a portion of your account balance from the following source(s):

- salary deferral contributions; and
- catch-up contributions.

How do I apply for a withdrawal?

You can apply for an in-service withdrawal by calling Transamerica at 800-755-5801 and requesting a withdrawal form. Transamerica will process your withdrawal request within five business days (or as soon as administratively possible) after it receives your properly completed request.

NOTE: If you are married, you must obtain the written consent of your spouse to the withdrawal, witnessed by either a notary public or Plan representative.

If I make a withdrawal, may I repay it?

No, amounts withdrawn from the Plan may not be repaid.

What are the tax effects of making a withdrawal?

If you make a withdrawal from the Plan, you generally will have to pay income taxes on the money you withdraw. Unless you are withdrawing money to make a direct rollover contribution to another qualified plan, governmental 457(b) plan, 403(b) account, or traditional IRA, your withdrawal is generally subject to the mandatory 20% federal income tax withholding.

Also, if you are under age 59 ½ when you make your withdrawal, an additional 10% penalty tax may apply (unless you are a military reservist called into active duty and you receive a qualified reservist distribution).

NOTE: You will not pay income taxes on any voluntary after-tax contributions you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. However, the earnings on these contributions will be taxable.

Loans

How do I apply for a loan?

If you are a participant, you may model and initiate a loan by visiting the participant website or by calling Transamerica at 800-755-5801.

If you are married your spouse will be required to sign a spousal consent form and have it notarized (or witnessed by a Plan representative) within 180 days prior to the effective date of the loan. Transamerica will mail you the applicable spousal consent form for your completion. You must submit the completed form within 30 days of your loan request for review and approval, or your request will automatically be cancelled.

Personal Loans.

You may take a personal loan for any reason.

Home Loans.

If you are applying for a loan for your principal residence with a loan period greater than five years, you will receive a home loan kit, which will explain the loan application process and includes a home loan application for your completion. You must submit the completed application and the appropriate documentation within 30 days for review and approval, or your request will automatically be cancelled.

Once approved, your loan will be processed. You will be notified if your loan request is denied.

What are the conditions for the loan?

- You may not borrow less than \$1,000.
- A loan may be made from the following contribution types that are part of your vested account balance: salary deferral contributions, rollover contributions and prior voluntary after-tax contributions.
- You may only have 2 loan(s) outstanding at a time.
- You must repay your loan within 5 years, unless you are on authorized leave for military service for a period which extends the maturity date of the loan beyond five years. If you are using the loan to purchase your principal residence, the repayment period may be set for a loan term that will extend up to 10 years.

What is the maximum loan amount I may borrow?

The maximum amount you may borrow is determined by your vested account balance. You may borrow up to the lesser of 50% of your vested account balance or \$50,000. However, if you had an outstanding loan(s) in the previous 12 months (Note: this includes active outstanding loans, defaulted loans and defaulted loans that are deemed distributions. See

the question "**Can a loan be defaulted?**" for the definition of "deemed distribution"), the amount of your highest outstanding loan balance(s) will be deducted from the maximum amount you are allowed to borrow. For example, if you are applying for a loan of \$50,000 this year and you had an outstanding active or defaulted loan whose highest outstanding loan balance in the last 12 months was \$12,000, you would, assuming your vested account balance was sufficient, only be allowed to borrow up to \$38,000.

How is the interest rate determined for my loan?

The interest rate is based on the Prime Rate plus 1%. Any changes in the Prime Rate will be reflected on the following business day.

In accordance with the Servicemembers Civil Relief Act (the "SCRA"), the interest rate on your loan(s) issued before your military service leave begins cannot exceed 6% during the period that you are on military leave provided you submit a written notice of your call to military service and a copy of your military orders and any order extending your military service to your Employer within 180 days after you terminate service or are released from military service [see the question "**What happens to my loan if I am on a leave of absence?**"].

In accordance with the SCRA, you have the right to waive the reduction in loan interest during your period of military service leave by providing a written waiver which specifies the loan(s) to which the waiver applies. The waiver may be submitted at any time during or after your military service period and must be agreed to by the Plan Administrator. Please contact your Plan Administrator for additional information on this option.

How do I make loan repayments?

Participants will be provided with coupons to submit with their loan repayments by the prescribed due dates. Participants will make payment by submitting a money order, certified check or bank check to Transamerica

If you are no longer employed by your Employer, and you still have money in your account, you may continue to make loan payments to Transamerica via the coupon method.

Each loan repayment will be equal to the interest payable on the portion of the loan that is still outstanding (known as the loan principal) and an installment of the loan principal and the repayment charge of 3%. Your loan repayments, excluding the loan administration charge, will be deposited to your account according to your current investment elections in the Plan.

A loan repayment may not be treated as a new or current contribution to the Plan.

What happens to my loan if I am on a leave of absence?

If you go out on an authorized (non-military) leave of absence, your loan repayments, which would otherwise be due during your leave, may be suspended for up to 12 months ("maximum suspension period"). Your loan repayments will be suspended if you go on

authorized (non-military) leave of absence provided that (a) you go on leave without pay from your Employer, or (b) your rate of pay (after applicable employment tax withholdings) is insufficient to cover loan repayments. You will be permitted to prepay your loan(s) in full at any time.

Your loan will be reamortized over the remaining term of your loan at the earlier of your return to work or the end of the maximum suspension period. The suspension will not cause the loan to be treated as a taxable distribution, as long as (a) at the end of your authorized leave of absence (not to exceed the maximum suspension period), you resume making your loan repayments in substantially level payments (note that these repayments may not be less than the original loan repayment amounts); (b) you make such repayments at a frequency which is not less than the frequency required under the terms of the loan; and (c) the loan is fully repaid by the last date permitted under the Internal Revenue Code (i.e., 5 years from the date of the loan, unless your loan is a home loan with a longer maturity date).

If you go out on a military service leave, your loan repayments which are due during your military service leave will be suspended and the loan maturity date will be extended for the length of your military service leave. Your loan will be reamortized to the extended maturity date at the end of your military leave period. You will be permitted to prepay your loan(s) in full at any time.

The suspension will not cause the loan to be treated as a taxable distribution, as long as (a) when your military service leave ends, you resume making your loan repayments in substantially level payments (note that these repayments may not be less than the original loan repayment amounts); (b) you make such repayments at a frequency which is not less than the frequency required under the terms of the loan; and (c) the loan is fully repaid (including interest that accrues during the military service leave) by the end of the period equal to the original loan period plus the military service leave.

Can a loan be defaulted?

Yes, your entire loan will be in default if:

- you do not make a loan repayment by the end of the calendar quarter following the quarter in which the repayment was due (Note: If you do not make loan repayments due to an authorized military service leave or due to authorized (non-military) leave of absence, your loan will not be in default during the authorized maximum suspension period);
- you do not resume loan repayments when your authorized leave of absence ends (non-military or military) (Note: Your Plan Administrator will establish a reasonable time period when loan repayments must begin, which will not be less than 15 days from the date your leave of absence ends no later than the timeframe described above);
- there is still an outstanding balance on the loan's maturity date;

- you die;
- a lien is made against the loan collateral (in this case, your loan balance); or
- you terminate employment with your Employer, AND
 - you fail to continue to make repayments as described above.

If you default on your loan and you are still employed, but are not eligible to take an in-service withdrawal, your loan is considered a deemed distribution ("deemed loan"). A deemed loan is considered an outstanding loan and will continue to accrue interest for purposes of calculating the maximum amount you may borrow in the future. You may repay a deemed loan by money order, certified check or bank check.

What happens if my loan is defaulted?

If your loan is defaulted or it is a deemed loan, you will have to pay income taxes on the amount that is defaulted or deemed distributed. In addition, if you are under age 59 ½ when the loan defaults, an additional 10% penalty tax may apply.

The 10% penalty tax is waived for military reservists called into active duty who receive a qualified reservist distribution.

What happens if the Plan is frozen while I have an outstanding loan?

If the Plan is frozen, you may continue to repay your loan. If you do not continue to repay the loan, the outstanding loan balance will be in default and reported to the IRS as a distribution from the Plan. This means that you will have to pay income taxes on the balance.

If you have any questions about the loan program, please contact your Plan Administrator, visit the participant website or call Transamerica at 800-755-5801.

What happens if the Plan terminates while I have an outstanding loan?

If the Plan terminates, your loan must be repaid. If you do not repay the loan, the outstanding loan balance will be in default and reported to the IRS as a distribution from the Plan. This means that you will have to pay income taxes on the balance.

If you have any questions about the loan program, please contact your Plan Administrator, visit the participant website or call Transamerica at 800-755-5801.

Benefits

When may I retire under the Plan?

Your normal retirement date is your 65th birthday.

When will I begin to receive benefits from the Plan?

If you terminate service, you have the option to receive the total vested value of your account at any time. Based on the minimum distribution requirements, the Plan is required by law to distribute your benefits no later than April 1st of the calendar year following the year in which you reach age 70 ½. If you had an account balance as of December 31, 1986, you may delay distribution of that amount until you reach age 75.

However, if you are still working for your Employer at the time you reach age 70 ½ (and you are not a 5% owner of your Employer), you may:

- delay payment of your benefits until April 1st of the calendar year following the year you retire; or
- provided you did not elect an annuity, delay the rest of your benefit payments until April 1st of the calendar year following the year you retire, if you had already begun to receive payment of your benefits.

If I terminate employment with my Employer for any reason, do I need to take my money immediately?

No, you may leave your money in the Plan, unless otherwise required by the Plan's minimum distribution requirements.

How will my account be paid to me?

The automatic form of benefit under the Plan is an annuity. The type of annuity depends upon your marital status at the time you request benefit payments.

If you are married and your vested account balance will be paid to you in a qualified joint and survivor annuity. This annuity pays you a monthly benefit for the remainder of your lifetime. If you die before your spouse, the annuity continues to be paid to your spouse (your survivor). The payments made to your spouse will be 50% of what was being paid to you. If your spouse dies before you do, payments will stop when you die.

If you are not married and your vested account balance will be paid to you in an annuity. This annuity pays you a monthly benefit for the remainder of your lifetime. No payments will be made after your death.

May I elect a different payment option?

Yes, you may choose a different payment option by waiving the annuity payment within 180 days before the first payment is due to be made. If you are married, your spouse must also waive the annuity in the presence of a notary public or Plan representative. You may revoke this waiver at any time prior to the benefit starting date, but your spouse may not.

Contact Transamerica Retirement Solutions, LLC at 800-755-5801 for the proper waiver and consent forms.

The other payment option(s) available is/are:

Joint and Survivor Annuity

This annuity pays a monthly lifetime benefit to you and, upon your death, to your spouse. You may elect to have your spouse receive another amount (such as 66 2/3%, 75% or 100% of your payment). No payment will be made after your death if your spouse does not survive you.

Installment Payments

You may also elect to receive payments on a monthly, quarterly, semi-annual (twice a year) or annual basis. If you die before receiving all of the payments, the balance in your account will be paid to your beneficiary in one lump sum payment. Your beneficiary may elect another form of benefit.

Partial Cash Payments

You may elect to receive partial cash payments. This means that you may receive part of your account balance while leaving the remainder of your account in the Plan. You may receive partial cash payments from your account at any time, and as often as you like. If you die before receiving all of your account, the balance in your account will be paid to your beneficiary in one lump sum payment.

Lump Sum

You may also elect to have your account paid to you in one lump sum payment.

What happens if I become disabled?

If you become disabled, your disability retirement date will be the month following the date that you become disabled.

As is the case with retirement, if you are married, your account will be paid to you in the form of a qualified joint and survivor annuity. You may choose any other payment option listed above, but your spouse must consent in writing to the waiver in the presence of a notary public or Plan representative. Your Plan Administrator will provide you with the proper waiver and consent forms.

If you are not married, your account will be paid to you in an annuity payable for the rest of your life. You may, however, choose any other payment option listed above.

“Disability” means (a) disability within the terms of the applicable Funding Vehicle, or (b) a medically determinable condition rendering the individual unable to engage in any substantial gainful activity by reason of a physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration such that the condition satisfies the standards established at § 72(m)(7).

Does the Plan provide for death benefits?

Yes. If you are married and you die before your benefits begin under the Plan, 50% of your account will go to your spouse in the form of an annuity for his/her lifetime. The remaining 50% of your account will be paid to the beneficiary of your choosing, who may elect any payment option listed above (except a joint and survivor or contingent annuity). If you are not married and you die before your benefits begin under the Plan, your account will be paid to your beneficiary in an annuity for his/her lifetime. Your beneficiary may elect another form of benefit (except a joint and survivor or contingent annuity).

Who will be the beneficiary of my death benefits?

If you are married, you may not designate a beneficiary other than your spouse for more than 50% of your account without your spouse's written consent. A notary public or plan representative must witness your spouse's signature on the consent form.

You have the right to designate your beneficiary or beneficiaries at any time. If you fail to designate a beneficiary, if your beneficiary designation is not valid or if your beneficiary fails to survive you, then your benefits will be paid in the following order to: (1) your spouse; and (2) your estate.

You can designate your beneficiary by completing a beneficiary form that is in your enrollment kit. You may also visit the participant website or call Transamerica at 800-755-5801 to make or change a beneficiary designation.

IMPORTANT NOTE: If you have designated your spouse as your beneficiary and you then get legally divorced, your designation of your spouse will be considered **not** valid unless you complete a new beneficiary form after the divorce redesignating your former spouse as beneficiary.

Taxes on Distributions

What are the tax effects of taking my money?

If you withdraw money from the Plan and you do not directly roll it over into another qualified plan, governmental 457(b) plan, 403(b) account or eligible IRA, you generally will have to pay income taxes on the money. The amount you withdraw is generally subject to a

mandatory 20% federal income tax. In addition, if you separate from service and are under age 55 in the year when you make the withdrawal, an additional 10% penalty tax may apply (unless you are a military reservist called into active duty and you receive a qualified reservist distribution).

NOTE: You will not pay income taxes on any voluntary after-tax contributions you withdraw from the Plan since these contributions were taxed before being contributed to the Plan. However, the earnings on these contributions will be taxable.

Is there a way to reduce or defer the taxes due on my distribution?

Yes, there are ways to either reduce or defer the income taxes due on your distribution. For example:

(1) If you receive a taxable distribution from the Plan, you generally have 60 days from the date of the distribution to roll over all or a portion of that amount to an eligible IRA, another employer's qualified plan, a governmental 457(b) plan or to a 403(b) account. If you roll over your account in any of these ways, you generally will not pay taxes on the money. You will however, have to pay taxes when you begin to withdraw money from a traditional IRA or new employer's plan.

Under certain circumstances, all or a portion of your distribution may not qualify as a rollover contribution to a traditional IRA or another employer's qualified plan, governmental 457(b) plan or 403(b) account. In addition, most distributions will be subject to a mandatory 20% federal income tax. This tax will reduce the actual amount you receive in your distribution. For this reason, if you wish to roll over all or a portion of your distribution, you may want to take advantage of the direct rollover option described in (2) below.

(2) If you roll over your distribution directly to an eligible IRA or another employer's qualified plan, governmental 457(b) plan or 403(b) account, no taxes will be taken out. Taxes will be payable, however, when you begin to receive payments.

Like the rollover (described in (1) above), all or a portion of your distribution may not qualify for a direct rollover to an eligible IRA, other qualified plan, governmental 457(b) plan, or 403(b) account. If you request a direct rollover, you and your spouse must consent in writing to waive the annuity payments described in the previous sections.

(3) If you qualify, you may also elect favorable income tax treatment, such as "10-year forward averaging" or "capital gains" method of taxation.

You will receive additional information regarding the special tax rules, rollover distributions and direct rollovers when you request a distribution.

Distribution Claim Procedures

How do I apply for benefits?

You ("you" includes your beneficiary throughout this section) may apply for benefits by submitting a request as previously described. Your request for benefits must be made at least 30 days before you want to receive your distribution.

What if my claim is denied?

Your application for benefits is also known as your "claim for benefits". If your claim for benefits is wholly or partially denied, you will receive written notice of this decision no later than 90 days after the date you submitted your claim. This written notice will explain:

- why your claim was denied;
- the Plan provisions which led to your claim being denied;
- the additional information, if any, needed to process your request for benefits; and
- the Plan's review procedures and applicable time limits, including a statement of your right to bring a civil action in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

How may I appeal a claim denial?

If your claim for benefits is denied, you may appeal the decision. However, you must do so within 60 days of receiving the denial notice from your Plan Administrator. You and your representative (such as your attorney) are entitled to review any of the appropriate documents involved in the denial of your claim. All comments must be submitted in writing.

A final decision on your appeal will be made in writing no later than 60 days after receipt of the appeal. The Plan Administrator may request an extension of time to review your appeal, if there are special circumstances (e.g., a need to hold a hearing concerning the appeal). Such an extension will not be longer than 120 days counting from the date your appeal was received.

Legal Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all Plan participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including any insurance contracts and collective bargaining agreements, if applicable, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including any insurance contracts and collective bargaining agreements, if applicable, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may charge a reasonable amount for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to retirement benefits from your Plan at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to retirement benefits, the statement will tell you how many more years you have to work to get a right to your retirement benefits. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a retirement 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court.
- If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if the court finds your claim is frivolous).

Assistance With Your Questions

If you have any questions about your Plan, you should contact your 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.

Additional Information

Who handles the administration of the Plan?

The Plan is administered by your Employer. As Plan Administrator, your Employer is generally responsible for Plan operations and has sole discretion to interpret Plan provisions. Note that Transamerica has agreed to assume certain fiduciary responsibilities of the Plan Administrator in accordance with certain agreed upon administrative procedures between Transamerica and your Employer.

Transamerica performs some, but not all, of the recordkeeping services for your Plan. Transamerica performs these functions at the direction of the Plan Administrator in accordance with the provisions of the Plan and the Plan funding documents. Transamerica:

- receives the Plan contributions;
- credits your account for those contributions; and

- pays benefits to you and/or your beneficiaries.

Who pays the costs of administering the Plan?

The costs of administering your Plan may be shared between you and your Employer. In addition, some of the costs of administering your Plan may be paid from Plan assets. Note that any Plan administrative fees that are actually deducted from your contributions or your account will be disclosed on your quarterly Plan benefit statement. Any Plan administrative fees are in addition to any expenses of the underlying investment options available under the Plan.

In addition, a plan service credit may be added to your account. If applicable, this will lower the effective annual expense ratios of the investment fund(s) for which a plan service credit applies. Any plan service credit will be disclosed on your quarterly Plan benefit statement.

Can my Employer amend and/or terminate the Plan?

Your Employer may choose to amend and/or terminate the Plan at any time. If your Employer terminates the Plan (or a partial plan termination occurs), you will automatically become 100% vested in your account. This means that you would have full ownership of the money in your account. If your Employer decides to amend the Plan, your vested benefit in the account cannot be reduced.

Upon full termination of the Plan, the Employer will direct the distribution of the assets to participants in a manner that is consistent with the provisions of the Plan. Distributions will be made in cash and if permitted by the Plan, through the purchase of irrevocable nontransferable commitments from Transamerica Financial Life Insurance Company. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

Is this Plan insured?

No, this Plan is not insured. The assets of the Plan are held entirely separate from the assets of your Employer. All assets of the Plan are dedicated to the exclusive benefit of the Plan's participants. ERISA established a special federal agency, the Pension Benefit Guaranty Corporation (PBGC), to protect employees' benefits in certain pension plans when there is not enough money to cover benefits if a plan should terminate. By definition, benefits under this Plan are always equal to the value of the investments in the Plan. Thus, there is no need for insurance, nor is coverage available, for plans of this type.

- I have reviewed the attached SPD and elect to have Transamerica print and maintain the SPD for my Plan. However, I am requesting minor modifications to the SPD. Please review the attached draft and advise if Transamerica is able to accommodate the requested changes.

Signature of Plan Administrator

Date

- I have reviewed the attached SPD and want to make major modifications to the draft. I understand that Transamerica will send me the SPD electronically and will not maintain the SPD, and that I will be responsible for any future updates to the SPD. Once finalized, I will send Transamerica a copy of the SPD for their files.

Signature of Plan Administrator

Date