Stetson University Defined Contribution Plan

Summary Plan Description

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INTRODUCTION

The Stetson University Defined Contribution Plan (the "Plan") was adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. The Plan is a type of retirement plan known as a 403(b) plan. The Plan is intended to be a tax-qualified plan under the Internal Revenue Code of 1986, as amended (the "Code").

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to understand the features of the Plan.

If you have any questions about the Plan, contact the Plan Administrator or other Plan representative. The Plan Administrator is generally responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan, unless those responsibilities have been delegated to other parties. The name of the Plan Administrator can be found at the end of this SPD in the Section entitled *"General Information about the Plan."*

The Plan document governs the benefits provided under the Plan. This SPD highlights some of the more important provisions of the Plan. It does not, however, cover every detail included in the Plan document and descriptions in this SPD will not override the provisions of the Plan document. Every attempt has been made to ensure the accuracy of the information in this SPD, but if there is a conflict between a statement in this SPD and the Plan document, the terms of the Plan document will control. You may review the Plan document during normal business hours, or for a small reproduction charge, the Plan Administrator will provide you with a complete copy of the Plan document.

The Plan, and your rights under the Plan, are subject to federal laws such as, ERISA (the Employee Retirement Income Security Act of 1974), the Code and other federal and state laws. The provisions of the Plan are subject to revision due to changes in laws. Your Employer may also amend or terminate this Plan at any time and for any reason. The Plan Administrator will notify you if the provisions of the Plan that are described in this SPD change.

This SPD does not create a contract of employment between Stetson University or any of its participating affiliates (collectively, the "Employer") and any employee.

Individual Agreements. The investment products you select (known as investment arrangements or Individual Agreements) may also affect the provisions of the Plan. In some cases, the Individual Agreements may limit your options under the Plan. For example, an Individual Agreement may contain a provision which prohibit loans, even if the Plan generally allows loans. If this is the case, you would not be able to take a loan from the accumulation in an investment option governed by that Individual Agreement. This SPD does not address the provisions of the various Individual Agreements. You should contact the Plan Administrator or the investment provider if you have questions about the provisions of your specific Individual Agreements or investment arrangements.

Types of contributions. The following types of contributions are allowed under this Plan:

- Employee elective deferrals, including Roth Deferrals
- Employer nonelective contributions
- Employee rollover contributions

PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided that you are classified by the Employer as a common law employee and are not an Excluded Employee, you can begin participating in the Plan once you have satisfied the eligibility requirements and reached your Entry Date, except as indicated below for reclassified employees. The following describes Excluded Employees, the eligibility requirements, and Entry Dates that apply. You should contact the Plan Administrator if you have questions about the timing of your Plan participation.

Elective Deferrals

Excluded Employees. If you are classified by the Employer as a member of a class of employees identified below, then you are an Excluded Employee and you are not entitled to participate in the Plan for purposes of elective deferrals. You are excluded if:

- You are a student enrolled and attending classes offered by the Employer.

Eligibility Conditions. You will be eligible to participate in the Plan for purposes of elective deferrals on your date of hire. However, you will actually participate in elective deferrals once you reach your Entry Date (described below).

Entry Date. For purposes of elective deferrals, your Entry Date will be as soon as administratively practicable after your date of hire.

Nonelective Contributions

Excluded Employees. If you are a member of a class of employees identified below, then you are an Excluded Employee and you are not entitled to participate in the Plan for purposes of nonelective contributions. You are excluded if:

- You are a student enrolled and attending classes offered by the Employer.
- You are an Adjunct faculty member, a Senior Professor, or other part-time or temporary employee (or normally work less than 20 hours per week).

Eligibility Conditions. If you are not an Excluded Employee, then you will be eligible to participate in the Plan for purposes of nonelective contributions when you have satisfied the following eligibility condition(s) and reached the Entry Date (described below):

(i) Administrative Employees and Full-Time Faculty Members are immediately eligible;

(ii) Other Employees are generally eligible upon completion of one (1) Year of Service (See "*How is my service determined for purposes of Plan eligibility" below)*.

"Administrative Employee" means President, Provost, Associate or Assistant Provost, Vice-President, Associate or Assistant Vice-President, Athletics Director, Associate or Assistant Athletics Director, Dean, Associate or Assistant Dean, Executive Director, Division or Administrative Department Director, Chief of Staff, Controller or Registrar of the Employer.

"Full-Time Faculty Member" means any Employee of the Employer performing services as a Professor, Assistant Professor, Associate Professor, or an instructor who has entered into a written employment agreement with the

Employer identifying such Employee as a member of the full-time faculty of the Employer, including tenure track and non-tenure track faculty members.

However, you will actually participate in nonelective contributions once you reach the Entry Date as described below.

Entry Date. For purposes of nonelective contributions, your Entry Date will be the first day of the month coinciding with, or next following, the date on which you satisfy the eligibility requirements.

Past Service Credit. If you are an Administrative Employee or a Full-Time Faculty Member, and you participated in your previous employer's retirement plan, and such prior employer was a Qualifying Institution, then the Employer will contribute to the Plan for you in an amount equal to ten percent (10%) of your Compensation.

"Qualifying Institution" means: 1. an educational institution; 2. a teaching institution; 3. an institution of higher learning; or 4. a non-profit research institution.

If you are an Administrative Employee or a Full-Time Faculty Member, but you did not participate in a previous employer's retirement plan, or your previous employer was not a Qualifying Institution, then until you complete one (1) Year of Service with the Employer, the Employer will contribute to the Plan for you an amount equal to five percent (5%) of your Compensation, and after completion of one (1) Year of Service, the Employer will contribute to the Plan for you an amount equal to ten percent (10%) of your Compensation.

See the Plan Administrator for additional information if you are not sure if this affects you.

Reclassified Employee

Regardless of the above, if it is determined that your Employer erroneously classified you as a non-Employee and you should have been treated as an Employee, you are not entitled to participate in the Plan.

How is my service determined for purposes of Plan eligibility?

Year of Service. You will be credited with a Year of Service at the end of the twelve-month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service for such period. If you have not been credited with 1,000 Hours of Service by the end of such period, you will have completed a Year of Service at the end of any following twelve-month period, based on your date of hire and anniversaries thereof during which you were credited with 1,000 Hours of Service.

Hour of Service. You will be credited with your actual Hours of Service for:

(a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;

(b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year) but credit will not exceed 501 hours of service for any single continuous period during which you perform no duties; and

(c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service might be considered service with the Employer. If you might be affected by this law, ask the Plan Administrator for further details.

What happens if I'm a Participant, terminate employment and then I'm rehired?

If you are no longer a Participant because of a termination of employment, and you are rehired, then you will be able to participate in the Plan on the date on which you are rehired if you are otherwise eligible to participate in the Plan.

EMPLOYEE CONTRIBUTIONS

What are elective deferrals and how do I contribute them to the Plan?

Elective Deferrals. As a Participant in the Plan, you may elect to reduce your compensation by a specific percentage and have that amount contributed to the Plan as an elective deferral. There are two types of elective deferrals: Pre-Tax Deferrals and Roth Deferrals. For purposes of this SPD, "elective deferrals" generally means both Pre-Tax Deferrals and Roth Deferrals. Regardless of the type of elective deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

Pre-Tax Deferrals. If you elect to make Pre-Tax Deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax Deferral, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Example: Assume your compensation is $25,000 per year. You decide to contribute 5% of your compensation into the Plan as a pre-tax deferral. Your Employer will pay you $23,750 as gross taxable income and will deposit $1,250 into the Plan. You will not pay federal income taxes on the $1,250, plus earnings thereon, until you withdraw it from the Plan.

Roth Deferrals. If you elect to make Roth Deferrals, the elective deferrals are subject to federal income taxes in the year of elective deferral. However, the elective deferrals and, in certain cases, the earnings on the elective deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "*What are my tax consequences when I receive a distribution from the Plan*?" below.

Example: Assume your compensation is $25,000 per year. You decide to contribute 5% of your compensation into the Plan as an after-tax Roth deferral in 2016. Your Employer will pay you $23,750 and will deposit $1,250 into the Plan, but you will pay federal income taxes on your full compensation of $25,000. Assume that you terminate employment in 2022, after reaching the age of 59 ½ years. The entire amount of your Roth deferral of $1,250, plus earnings, will not be taxed to you when you withdraw it from the Plan. Please note that this is because the Roth funds have met the 5-year participation period to be a "qualified" distribution. For more information on the "qualified" distribution requirements, see "*What are my tax consequences when I receive a distribution from the Plan*?" below.

You will always be 100% vested in your elective deferrals (see the Section in this SPD entitled *"Vesting"*).

Elective Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a Salary Reduction Agreement. Forms to make elective deferrals will be available exclusively from TIAA online at www.tiaa.org/stetson.

You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by TIAA. Your election will remain in effect until you modify or terminate it.

Elective Deferral modifications. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

Elective Deferral Limit. As a Participant, you may elect to defer *a percentage* of your compensation each year instead of receiving that amount in cash. Your total elective deferrals in any taxable year cannot exceed a dollar limit which is set by law. The limit for 2024 is $23,000. After 2024, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

Age 50 Catch-Up Deferrals. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2024 is $7,500. After 2024, the maximum might increase for cost-of-living adjustments.

Qualified Organization Catch-Up Deferral. If you have completed at least 15 years of service with the Employer, and the Employer is a "qualified organization," then you may elect to defer additional amounts (called Qualified Organization Catch-Up Deferrals) to the Plan which exceed the elective deferral limit. A Qualified Organization Catch-Up Deferral increases the elective deferral limit by the lesser of:

(1) $3,000;

(2) $15,000 reduced by all amounts excluded from your gross income for prior taxable years by reason of your prior Qualified Organization Catch-Up Deferrals; or

(3) the excess of $5,000 multiplied by the number of years of service with the Employer, over your elective deferrals (including Qualified Organization Catch-Up Deferrals, but excluding Age 50 Catch-Up Deferrals) made for prior calendar years.

This means that the maximum Qualified Organization Catch-Up Deferral you can contribute is $3,000 in any calendar year. A "qualified organization" is an educational organization, hospital, home health service agency, health and welfare service agency, or a church-related organization.

See the Plan Administrator for more information if you think you might qualify for Qualified Organization Catch-Up Deferrals.

If you qualify for both Age 50 Catch-Up Deferrals and Qualified Organization Catch-Up Deferrals, you may contribute both types of catch-up deferrals; however, your contributions must be applied to the Qualified Organization Catch-up Deferrals before they are applied to the Age-50 Catch-Up Deferrals.

Annual dollar limit. You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies

to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including other tax-sheltered 403(b) annuity contracts, simplified employee pensions or 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

What are rollover contributions?

Rollover contributions. Subject to the provisions of your investment arrangements and at the discretion of the Plan Administrator, if you are a Participant in the Plan who is also an employee, you might be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs. Such a deposit is called a "rollover" contribution and might result in tax savings to you. You may ask the Plan Administrator of the other plan or the trustee or custodian of the IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Section in this SPD entitled *"Vesting"*). Rollover contributions will be affected by any investment gains or losses. In addition, any Roth Deferrals that are accepted as rollovers in this Plan will be accounted for separately.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time.

What are In-Plan Roth Rollover Conversions?

In-Plan Roth Rollover Conversions. Subject to the provisions of your investment arrangement and the provisions of the Plan described below, you may elect to change the tax treatment of certain accounts from pre-tax accounts to after-tax Roth accounts. These are referred to as In-Plan Roth Conversions because you are electing to change the tax character of an account so that it becomes a Roth account.

Taxation and Irrevocable election. You do not pay taxes on the contributions or earnings on your pre-tax accounts (including accounts attributable to Employer nonelective contributions) until you receive an actual distribution. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you take a "qualified distribution" (explained below), you do not pay taxes on the earnings that are attributable to the contributions. Thus, with a pre-tax account you pay no taxes on amounts contributed to the Plan but you pay taxes on all amounts, including earnings, when they are withdrawn. With a Roth account, you pay taxes on the amounts contributed to the Plan and generally pay no taxes on these amounts (and earnings if it is a "qualified distribution") when they are withdrawn.

An In-Plan Roth Rollover Conversion allows you to elect to change the tax treatment of all or some of the vested portion of your pre-tax accounts by making them Roth accounts. If you make such an election, then the amount that is converted will be included in your income for the year of the election. Once you make an election, it cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate

resources outside of the Plan to pay the additional taxes. The In-Plan Roth Rollover Conversion does not affect the timing of when a distribution may be made to you under the Plan; the conversion only changes the tax character of your account. You should consult with a tax advisor prior to electing a conversion.

Qualified Distribution. As stated above, a distribution of the earnings on your Roth account will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59½ or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make the In-Plan Roth Rollover Conversion and ending on the last day of the calendar year that is 5-years later. See *"What are my tax consequences when I receive a distribution from the Plan?"* later in this SPD.

Amounts that may be converted. You may elect an In-Plan Roth Rollover Conversion for all vested amounts you have in the Plan.

Account restrictions. You may elect an In-Plan Roth conversion only from the vested portion of the following accounts:

- pre-tax deferral accounts

Limitations. The following limitations apply to In-Plan Roth Rollover Conversions:

- The portion of your account attributable to a loan cannot be converted.

Spousal consent not required. Your spouse does not need to consent in order for you to elect an In-Plan Roth Rollover Conversion.

EMPLOYER CONTRIBUTIONS

This Section describes Employer contributions that will be made to the Plan and how your share of the contributions is determined.

What is the Employer nonelective contribution and how is it allocated?

Nonelective contribution. In any Plan Year, a nonelective contribution may be made to the Plan, at the discretion of the Employer.

Allocation conditions. If you are an Eligible Employee, you will share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

Your share of the contribution. The nonelective contribution will be "allocated" or divided among Participants eligible to share in the contribution for the Plan Year.

Your share of the nonelective contribution will be determined by the formula for making that contribution.

CONTRIBUTIONS AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

All Contributions

Definition of compensation. Compensation is defined as your total compensation that is subject to income tax and paid to you by your Employer for the Plan Year.

Adjustments to compensation. The following adjustments to compensation will be made:

- elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.
- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits will be excluded.
- bonuses will be excluded.
- overtime will be excluded.
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2½ months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
    - compensation paid for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), or other similar payments that would have been made to you had you continued employment.
    - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.

Additional compensation adjustment provisions

For all contributions, Disability compensation, stipends, and compensation paid for Hours of Service in excess of the standard assigned work schedule of an Employee are excluded.

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2024 is $345,000. After 2024, the dollar limit might increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

The law imposes a limit on the amount of contributions (both Employer contributions and elective deferrals, but excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2024, this total cannot exceed the lesser of $69,000 or 100% of your includible compensation (generally your compensation for any 12-month period, as limited under the previous question). After 2024, the dollar limit might increase for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on contributions made in this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the Plan from your gross income for tax purposes.

How is the money in the Plan invested?

Selection of Plan Investments. The Plan offers you a choice of a wide variety of investment funds, which means that you are entitled to direct how you would like your Accounts invested among these investment funds. For your long-term retirement security, you should give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into consideration all of your assets, income, and investments. You can make investment elections from time to time for both the assets currently in your Accounts and for your future contributions to the Plan.

You are responsible for the investment of your Account. Therefore, it is important that you review information about the investments. You may review the fund fact sheets and prospectuses, or request a copy, by logging on to the website at Stetson University | Home (tiaa.org) or by calling 800-842-2252. Please note that investment funds are subject to change from time to time and not all funds may have a prospectus.

In addition, upon request, the following additional information will be provided to you or your beneficiary about the investments:

- A description of the annual operating expenses of each investment (*e.g.*, investment management fees, administrative fees, transaction costs, etc.) which reduce your rate of return;
- Copies of any prospectuses, financial statements and reports, and of any other materials relating to the investments to the extent such information is provided to the Plan;
- A list of the assets comprising each investment;
- Information concerning the current value of the investments, as well as their past and current investment performance; and
- Information concerning the value of the mutual fund or common stock shares or units held in your Account.

You have already been provided, or are being provided herewith, additional financial and investment return information with respect to these investment options. If for any reason, you do not have a copy of such materials, please contact TIAA by logging on to the website at Stetson University | Home (tiaa.org) or by calling 800-842-2252. The Plan Administrator may offer additional or alternative investment funds from time to time. You will be provided with additional information whenever an additional, or alternative, investment fund is offered.

Participant directed investments. You will be able to direct the investment of your Plan account, including your elective deferrals. The Plan Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information.

Qualified Default Investment Alternative Fund ("QDIA"). A participant is deemed to have exercised control over assets in his or her account if, in the absence of investment direction from the participant, the assets are invested in a qualified default investment alternate ("QDIA"). If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in the Plan's QDIA.

These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan will be relieved of any legal liability for any losses resulting from the default investments. The Plan Administrator

has or will provide you with a separate QDIA notice which details these default investments and your right to switch out of the default investment if you so desire.

404(c). The Plan is intended to constitute a plan as described in Section 404(c) of ERISA and Section 2550.404(c)-1 of the Department of Labor Regulations. Since you will be choosing how to invest your individual Account, you will be responsible for any investment losses resulting from your investment elections. This means that the fiduciaries of the Plan (such as the Plan Administrator, which is the Investment Committee), the Trustee(s) and the Employer are not liable for any losses resulting from your selection of, and investment in, such funds.

Earnings or losses. When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other Participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer and the Plan Administrator will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Investment Restrictions. Under the Plan, the Plan Administrator may impose investment and trading restrictions as it deems appropriate to achieve the goals of the Plan. In addition, to the extent that a fund imposes a trading restriction on investors in the fund that temporarily restricts your ability to direct or diversify the assets in your account, to obtain a loan, or to obtain a distribution, such a trading restriction is an integral part of, and is incorporated into, the Plan. Moreover, a fund or the Plan may impose a fee on certain trading, such as moving quickly into and out of a fund. You should review the prospectus or fund fact sheet to determine if the fund imposes any trading restrictions on your ability to move into or out of the fund or imposes any fees on certain trades.

Annuity Contracts. Some of the Plan's assets may be invested in Annuity Contracts. Contact the Plan Administrator for further details regarding such investments.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. Subject to the terms of the investment arrangements funding the plan, the Plan might pay some or all Plan related expenses except for a limited category of expenses which the law requires your Employer to pay. The category of expenses which your Employer must pay are known as "settlor expenses." Generally, settlor expenses relate to the design, establishment or termination of the Plan. The expenses charged to the Plan might be charged pro rata to each Participant in relation to the size of each Participant's account balance or might be charged equally to each Participant. In addition, some types of expenses might be charged only to some Participants based upon their use of a Plan feature or receipt of a Plan distribution. Finally, the Plan might charge expenses in a different manner as to Participants who have terminated employment with your Employer versus those Participants who remain employed with your Employer.

Terminated employee. After you terminate employment, subject to the terms of the investment arrangements funding the Plan, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that might be paid just from your account subject to the terms of the investment arrangements funding the Plan. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan might

incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses might be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Plan Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer might, from time to time, change the manner in which expenses are allocated.

VESTING

What is my vested interest in my account?

You are always 100% vested in all of your Plan accounts.
Are there other ways I could lose my Plan benefit?

Missing persons. It is the responsibility of each Participant, beneficiary, and alternate payee under a QDRO, to keep the Plan Administrator fully advised as to any changes in his or her name, address, marital status, health status, and other factors that have a bearing on benefit entitlements. The Plan Administrator shall not be responsible for failure to locate missing persons or for the payment to others of amounts that would have been paid to such missing persons, had they not been missing.

In the event that the Plan Administrator is unable to distribute a Participant's Account because a Participant cannot be located, then the Plan Administrator will generally conduct a reasonable and diligent search for such Participant (unless his or her Account is less than $100, in which case it will be forfeited). If a missing Participant remains un-located after six (6) months following the date the Plan Administrator first attempts to locate such missing Participant, then the Plan Administrator may forfeit the missing Participant's Account.

If a missing Participant whose Account was forfeited later makes a claim for his or her forfeited Account, then the Plan Administrator will generally restore his or her forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income gains or losses that occurred after the forfeiture.

DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT

The Individual Agreements governing the investment options that you selected for your Plan contributions might contain additional limits on when you can take a distribution, the form of distribution that is available as well as your right to transfer among approved investment options. Please review both the following information in this SPD and the terms of your annuity contracts or custodial agreements before requesting a distribution. Contact your Employer or the investment vendor if you have questions regarding your distribution options.

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions.

Conditions. Generally, you may receive a distribution from certain accounts prior to termination of employment provided you satisfy any of the following conditions:

- you have attained age 73 (age 72 if born before January 1, 1951 or age 70½ if born before July 1, 1949). Satisfying this condition allows you to receive distributions from nonelective contributions and custodial account.

- you have attained age 59½. Satisfying this condition allows you to receive distributions from elective deferrals.

- you have incurred a financial hardship as described below.

- you incur a disability (as defined in the Plan). Satisfying this condition allows you to receive distributions from elective deferrals.

Distributions for deemed severance of employment. If you are on active military duty for more than 30 days, then the Plan generally treats you as having severed employment for purposes of receiving a distribution from the Plan from all contribution accounts. If you request a distribution on account of this deemed severance of employment and all or part of the distribution is taken from elective deferrals, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

Withdrawal of rollover contributions. You may withdraw amounts in your "rollover account" at any time.

Annuity waiver. If you wish to receive any in-service distribution from the Plan in a single payment from your account, you (and your spouse, if married) must first waive the annuity form of payment. If you are married, you must get written consent from your spouse to take a distribution from the Plan in any form other than a qualified joint and survivor annuity. Your spouse's consent is also needed if you want to name someone other than your spouse as your beneficiary. The annuity would need to be structured to provide a benefit while you are both alive and then to provide a survivor benefit that is equal to 50 percent of the amount you received while you were both living. You can designate a different survivor percentage subject to certain limits under the qualified optional survivor annuity regulations. Your Employer will provide you with more information regarding your annuity options when it comes time for you to make a decision. Follow the procedures established by your Employer to document your spouse's consent to waive the annuity and take the payment in some other form permitted by the Plan. Your spouse must also consent to any Plan loans that you request.

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money on account of financial hardship if you satisfy certain conditions, subject to any rules and conditions set forth in the investment arrangements. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive upon termination of employment or other event entitling you to distribution of your account balance. You may not receive a hardship distribution from your qualified nonelective contribution account, if any.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) for you, your spouse, your dependents or your beneficiary.

- Costs directly related to the purchase of your principal residence (excluding mortgage payments).

- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children, your dependents or your beneficiary.

- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.

- Payments for burial or funeral expenses for your deceased parent, spouse, children, your dependents or your beneficiary.

- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165).

- Expenses and losses (including loss of income) as the result of a federally declared disaster.

Beneficiary Hardship. A beneficiary is someone you designate under the Plan to receive your death benefit who is not otherwise your spouse or dependent.

Conditions. If you have a qualifying hardship expense, the Plan requires that certain conditions be satisfied to demonstrate the necessity of the distribution. We have made the following changes in these conditions:

(i) You will be required to certify in writing or electronically, as a condition of receiving a hardship distribution, that you have insufficient cash or other liquid assets reasonably available to meet your financial hardship.

(ii) You are not required to suspend any contributions you are making to the Plan.

(iii) You are not required to obtain all nontaxable loans currently available under all plans that your Employer maintains.

If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

(iv) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution; and

(v) You have obtained all distributions, other than hardship distributions.

Account restrictions. You may request a hardship distribution only from the vested portion of the following accounts:

- accounts attributable to elective deferrals

Restricted Amounts. There are additional restrictions placed on hardship distributions from certain accounts (referred to as "Restricted Accounts"). Restricted Accounts include your elective deferrals and any qualified nonelective contributions. Generally, the only amounts that can be distributed to you from these Restricted Accounts are your elective deferrals (earnings on your elective deferrals cannot be withdrawn for a hardship). Ask the Plan Administrator if you need further details.

Annuity waiver. If you wish to receive a hardship distribution from the Plan in a single payment from your account, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the Section entitled *"Benefits and Distributions Upon Termination of Employment"* for a further explanation of how benefits are paid from the Plan.)

DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

To the extent permitted in the investment arrangements, the provisions in this Section apply to distributions from the Plan following termination of employment.

When can I get money out of the Plan?
You might be able to receive a distribution of some or all of your accounts in the Plan when you terminate employment with your Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Section in this SPD entitled *"Distributions upon Death."*

If you terminate employment, you will be entitled to a distribution within a reasonable time after your termination. You must consent to this distribution. (See the question *"How will my benefits be paid?"* for a further explanation of how benefits are paid from the Plan.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with your Employer. There might also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator for further details.

What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?

Normal Retirement Age. Your Normal Retirement Age is the date you reach age 65.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan (assuming you are not already fully vested) if you are employed on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Age, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally no later than age 73 (age 72 if born before January 1, 1951 or age 70½ if born before July 1, 1949). (See the question entitled *"How will my benefits be paid to me?"* for an explanation of how these benefits will be paid.)

When am I considered to be disabled under the Plan?

Definition of disability. Under the Plan, disability is defined as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require that your disability be determined by a licensed physician.

How will my benefits be paid to me?

The following provisions apply to the extent permitted under the investment arrangements in which the plan assets are invested.

Lump-sum distributions. If you terminate employment and your vested account balance does not exceed $5,000, then your vested account balance might only be distributed to you in a single lump-sum payment.

Distribution methods. If you terminate employment and your vested account balance exceeds $5,000, or another amount as provided in your investment arrangement, then your vested account balance might be distributed to you under any method permitted under your investment arrangements, including the following:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- an annuity contract that the Vendor provides or purchases with your vested account balance
- ad-hoc distributions. You may request a distribution of some or all of your Plan accounts, at any time following your termination of employment, subject to any reasonable limits regarding timing and amounts as the Plan Administrator or your investment arrangements may impose.

Required beginning date. There are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin no later than the April 1st following the end of the year in which you reach age 73 (age 72 if born before January 1, 1951 or age 70½ if born before July 1, 1949) or terminate employment, whichever is later. Contact the Plan Administrator if you think you might be affected by these rules.

Mandatory annuity distribution (subject to waiver). Subject to the provisions of your investment arrangements, if you are married on the date your benefits are to begin, you will automatically receive a joint and 50% survivor annuity, unless you and your spouse waive the annuity and elect an alternative form of payment. This means that you will receive payments for your life, and after your death, your surviving spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death. You may elect a joint and 75% survivor annuity instead of the standard joint and 50% survivor annuity. You should consult an advisor before making such election.

If you are not married on the date your benefits are to begin, you will automatically receive a life annuity, unless you waive the qualified annuity and elect an alternative form of payment. This means you will receive payments for as long as you live.

However, regardless of your marital status, if your vested account balance does not exceed $5,000, then, depending on the terms of your investment arrangement, your vested account balance might be distributed to you in a single lump-sum payment and you might not receive the qualified annuity.

May I elect another distribution method?

Waiver of annuity. If your vested benefit in the Plan exceeds $5,000, then when you are about to receive any distribution, the Plan Administrator will explain the joint and survivor annuity or the life annuity to you in greater detail. You will be given the option of waiving the joint and survivor annuity or the life annuity form of payment during the 180-day period before the annuity is to begin. IF YOU ARE MARRIED, YOUR SPOUSE MUST IRREVOCABLY CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A NOTARY OR A PLAN REPRESENTATIVE. You may revoke any waiver. The Plan Administrator will provide you with forms to make these elections. Since your spouse participates in these elections, you must immediately inform the Plan Administrator of any change in your marital status.

Other distribution method. If your vested account balance exceeds $5,000 and 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 and have elected not to take a life annuity, you may elect to receive distribution of your account balance under any alternative distribution method as described above.

DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of 50% of the death benefit distributed as a qualified annuity. Any remaining amount of your death benefit which is not payable to your spouse as a qualified annuity will be paid to your beneficiary (which may be your spouse). You may designate a non-spouse beneficiary as to the portion of your account not payable as a qualified annuity without your spouse's consent. IF YOU WISH TO WAIVE THE QUALIFIED ANNUITY BENEFIT, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE THE ANNUITY AND TO YOUR DESIGNATION OF ANY NON-SPOUSE BENEFICIARY. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NON-SPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary of your choosing.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried, in which case the prior provisions of this section apply to your new spouse).

No beneficiary designation. Subject to the terms of the investment arrangements, at the time of your death, if you have not designated a beneficiary or your beneficiary is not alive, the death benefit will be paid in the following order of priority to:

(a) your surviving spouse

(b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants)

(c) your surviving parents, in equal shares

(d) your estate

How will the death benefit be paid to my beneficiary?

Mandatory annuity distribution (subject to waiver). If the death benefit does not exceed $5,000, then the benefit may only be paid as a lump-sum. If you are married at the time of your death and the death benefit exceeds $5,000, then the death benefit will be paid to your spouse in the form of a qualified annuity as described above under *"Who is the beneficiary of my death benefit?"*, unless you and your spouse waive the qualified annuity. If the qualified annuity applies, the Plan will purchase, using 50% of your account, an annuity contract providing for payments over the life of your spouse. The size of the monthly payments will depend on the value of your vested account at the time of your death.

Waiver of annuity. You and your spouse may waive the qualified annuity form of distribution. Generally, the period during which you and your spouse may waive the annuity begins as of the first day of the Plan Year in which you reach age 35 and ends when you die. The Plan Administrator must provide you with a detailed explanation of the annuity. This explanation must generally be given to you during the period of time beginning on the first day of the Plan Year in which you will reach age 32 and ending on the first day of the Plan Year in which you reach age 35. It is important that you inform the Plan Administrator when you reach age 32 so that you may receive this information.

Under a special rule, you and your spouse may waive the survivor annuity form of payment any time before you turn age 35. However, any waiver will become invalid at the beginning of the Plan Year in which you turn age 35, and you and your spouse will be required to make another waiver.

Distribution method/annuity waived. If you and your spouse waive the qualified annuity, and the death benefit exceeds $5,000, the benefit may be paid to your spouse under any method permitted under your investment arrangements, including the methods described above under *"How will my benefits be paid to me?"*.

When must payments be made to my beneficiary (required minimum distributions)?

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 73 (age 72 if born before January 1, 1951 or age 70½ if born before July 1, 1949). Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 73or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death. Some investment products may allow a person to use this five-year rule. See the Plan Administrator for further details.

Since a spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

What happens if I terminate employment, commence required minimum distribution payments and then die before receiving all of my benefits?

If you are married at the time of death, the form of payment will be a life annuity to your surviving spouse as described above under *"Mandatory annuity distribution (subject to waiver),"* unless you and your spouse had waived the qualified annuity. In the event you had waived the qualified annuity, your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. See the Plan Administrator for more information regarding the timing and method of payments that apply to your beneficiary.

TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59½ could be subject to an additional federal 10% penalty tax.

You will not be taxed on distributions of your Roth Deferrals. In addition, a distribution of the earnings on the Roth Deferrals will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59½ or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning the calendar year in which you first make a

Roth Deferral to our Plan (or to a 401(k) plan or another 403(b) plan if such amount was rolled over into this Plan) and ending on the last day of the calendar year that is 5 years later.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct rollover option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer (See the question entitled *"What are In-Plan Roth Rollover Conversions?"* for special rules on In-Plan Roth Rollovers). A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes. If you decide to directly transfer all or a portion of a distribution, you (and your spouse, if you are married) must first waive the qualified annuity form of payment. (See the question entitled *"How will my benefits be paid to me?"* for a further explanation of this waiver requirement.)

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

LOANS

Is it possible to borrow money from the Plan?

Yes, it is possible to borrow money from the Plan. Loans are permitted in accordance with the Plan Loan Policy attached to this SPD and subject to the limitations of your investment arrangements.

PROTECTED BENEFITS

Are my benefits protected?

Benefits under the Plan may not be attached, garnished, assigned, or alienated (*e.g.*, pledged to secure the payment of a loan by a third party, taken by creditors to satisfy an unpaid debt, etc.), whether voluntarily or involuntarily, except to the extent required by law. In the case of a divorce, however, the Plan will comply with the terms of a "qualified domestic relations order" issued by a court with respect to your benefit.

Under this Plan, there is no fixed dollar amount of retirement benefits. Your retirement benefit will depend upon the amount of your Account balance at the time of retirement. Your Account balance will reflect the amount of contributions to the Plan on your behalf and the rate of return earned on those amounts. Furthermore, benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular type of plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Plan Administrator must honor a qualified domestic relations order (QDRO). A QDRO is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents (referred to as an alternate payee). If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Plan Administrator, without charge, a copy of the procedure used by the Plan Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Plan Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Employer amend the Plan?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

How is the Plan interpreted?

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations, and to determine all questions that arise under it. Such power and

authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, disability, and retirement, or to interpret any other term contained in the Plan documents. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, and their Beneficiaries.

What are my duties and responsibilities?

Operating a successful benefit plan is a cooperative effort. The Plan Administrator will attempt to perform all of its functions accurately, efficiently, and in a timely manner and it will attempt to discharge its duties relating to the Plan's assets in the best interests of Participants, beneficiaries, and alternate payees.

The following is a list of Participant responsibilities:

- Promptly provide all of the information requested by the Plan Administrator at the time of enrollment and thereafter.
- Notify the Plan Administrator immediately of any changes in that information, including changes of address, marital status, etc.
- Notify the Plan Administrator immediately if any report relating to the Participant's interest in the Plan is inaccurate in any way.
- Keep beneficiary designations up to date.
- Promptly provide the Plan Administrator with notice of employment changes, such as leaves of absence, military leaves, and retirement.
- With regard to leaves of absence, check with the Plan Administrator regarding (1) continued investment management, (2) payments due on any outstanding loans, and (3) any rights to make up missed contributions and to receive missed Employer contributions following a period of Qualified Military Service.
- Keep current addresses up to date. This would include the addresses of the Participant, all beneficiaries, or alternate payees.
- Keep track of investment performance, carefully read all information provided to the trustee with regard to available investment alternatives and keep investment choices current.
- Make all elections required under the Plan in a timely and clear manner.

In order for a Plan fiduciary to correct or otherwise rectify any errors or omissions with regard to a Participant's Account under the Plan, each Participant has an affirmative obligation to monitor his or her Account to ensure that all directions, instructions, and elections made by the Participant with respect to his or her Account are properly effected. Consistent with such obligation, each Participant is required to promptly review all statements, confirmations, and other notices and disclosures with respect to his or her Account, as well as all payroll confirmations, notices, and disclosures pertaining to such Participant's contributions and contribution elections with respect to the Plan.

If a Plan fiduciary or an individual or entity with authority delegated by a Plan fiduciary acts or fails to act with respect to a Participant or a Participant's Account under the Plan and the Participant knows or should have known that such act or failure to act was incorrect or inconsistent with the Plan, ERISA or its regulations, the Code, and/or the Participant's investment instructions, elections, or other directions, the Participant's failure to notify the Plan fiduciary (or the Plan fiduciary's delegate) within 90 days that such act or failure to act was incorrect or inconsistent with the Participant's election shall be deemed to be an acceptance and ratification of the Plan fiduciary's (or the Plan fiduciary's delegate) act or failure to act.

CLAIMS PROCEDURE

How do I submit a claim for Plan benefits?

Generally, any questions and claims you may have regarding your Plan benefits, your rights under the Plan, your future benefits under the Plan, or any aspect of the operation, administration or investments of, and actions related to, the Plan can be handled informally through the Office of Human Resources at (386) 822-7743.However, if you or your authorized representative wish to submit a formal question, grievance, complaint, dispute, or claim for review, or challenge a benefit determination or any aspect of the Plan's operations, administration or investments of, or fiduciary conduct with respect to, the Plan (collectively referred to as a "Claim"), you must submit a written Claim to the Plan Administrator. In the case of a Claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your Claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

All Claims must be submitted within one year beginning on (1) the date a lump sum payment was made, (2) the date of the first in a series of periodic payments or, (3) for all other Claims, the date on which the action complained of occurred or, if later, the date you reasonably could have become aware of that action in the exercise of reasonable due diligence. If you fail to timely submit a Claim, you will give up important legal rights, and your untimely Claim will be denied.

Review of Claim
The Plan Administrator will review all Claims and may require you to provide it with whatever information that it decides is necessary to make a decision about your Claim. Within 90 days (except as provided below for disability claims) after the Plan Administrator receives your Claim, it will notify you of its decision, unless special circumstances require an extension of time. If an extension of time is required, the Plan Administrator will notify you of the extension in writing before the end of the first 90-day period. In no event may the extension be longer than 90 days from the end of the initial 90-day period. The extension notice will indicate the special circumstances requiring the extension of time and the date by which you can expect to receive a decision.

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party, such as the Social Security Administration), then instead of the above, the initial claim must be resolved within 45 days of receipt by the Plan Administrator. This decision-making period may be extended for an additional 30 days for reasons beyond the control of the Plan. You will be notified of the extension, if any, prior to the end of the 45-day period. If, after extending the time period for a first period of 30 days, the Plan Administrator determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30-day period. Appropriate notice will be provided to you before the end of the first 45 days and again before the end of each succeeding 30-day period. This notice will explain the circumstances requiring the extension and the date that the Plan Administrator expects to render a decision. It will explain the standards on which entitlement to the benefits is based, the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues. You will have 45 days from the date of receipt of the Plan Administrator's notice to provide the required information.

If your Claim is denied, in whole or in part, the Plan Administrator will provide you with written or electronic notice setting forth your appeal rights. An adverse benefit determination also includes a rescission, which is a retroactive cancellation or termination of entitlement to disability benefits. The notice will be provided in a culturally and linguistically appropriate manner and will state:

- the specific reason for the denial;

- the reference to the provisions of the Plan on which the denial is based;

- an explanation of what additional information or material, if any, is needed to perfect the Claim and why such information or material is needed;

- a description of the Plan's review procedures and applicable time limits; and

- a statement of the right to bring a civil action under ERISA following an adverse determination on review.

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator, then the following additional information will be provided:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

  - The views you presented to the Plan of health care professionals treating the claimant and vocational professionals who evaluated you;

  - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or

  - A disability determination made by the Social Security Administration and presented by you to the Plan.

- Either the internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or other criteria do not exist.

- If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.

- 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 the claim.

If your Claim has been denied and you want to submit your Claim for review, you must follow the claims review procedure below in the section, *Appeal of Denied Claim*.

Appeal of Denied Claim

If the Plan Administrator's decision is unfavorable and you wish to appeal that decision, you or your representative must submit a written request for review to the Plan Administrator within 60 days (except as provided below for disability claims) after you receive the written or electronic notification denying your Claim. If your Claim is for disability benefits and disability is determined by the Plan Administrator, then instead of the foregoing, you must file the Claim for review not later than 180 days following receipt of notification of an adverse benefit determination. In the case of an adverse benefit determination regarding a rescission of coverage, you must request a review within 90 days of the notice.

Any such request should be accompanied by documents, records or other information in support of the appeal, as well as a written statement of the reasons supporting your position. In addition, you or your representative may have reasonable access to, and copies of, all documents, records and other information relevant to the Claim, free of charge. A failure to timely request a review of a Claim which is denied will be treated as full and complete agreement with the denial.

The Plan Administrator will review all relevant material, including any issues or comments submitted in writing by you or your representative (regardless of whether such information was submitted or considered in the initial Claim determination). If your claim is for disability benefits and disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then:

- Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

- If the initial adverse benefit determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the fiduciary will consult with a health care professional who was neither involved in or subordinate to the person who made the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

- Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

- If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.

- Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator will provide you with notification of any denial within 60 days (45 days with respect to claims relating to the determination of disability benefits) after the Plan Administrator's receipt of your written claim for review. If special circumstances require an extension of time, the Plan Administrator will notify you in writing of the extension and indicate the date the review of the appeal is expected to conclude. The Plan Administrator will render a decision no later than 120 days (or 90 days with respect to claims relating to the determination of disability benefits) after it receives your request.

The decision of the Plan Administrator will be in writing or in electronic form. If the decision is adverse, it will include the specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based. Such decision will also include:

- a statement that you are entitled to receive, upon request and free of charge, reasonable access to pertinent documents, records and other information relevant to your Claim; and

- a statement of your right to bring a civil action under ERISA.

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), the following additional information will be provided:

- Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.

- If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.

- A statement of your right to bring a civil action under Section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

    - the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;

    - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or

    - a disability determination made by the Social Security Administration and presented by you to the Plan.

Civil Action Following Denial on Appeal
If your Claim is denied or ignored, in whole or in part, only after exhausting all of these claim and appeal procedures, you will have 1 year to file suit in federal court. This 1-year period begins on the date you exhaust the claim and appeal procedures. If you do not file a civil action within this 1-year period, you will not be allowed to pursue a civil action with respect to your Claim. Any civil action related to the Plan must be filed in the United States District Court in the Middle District of Florida, Orlando Division.

Requirement to Exhaust these Claim and Appeal Procedures
Unless a court orders otherwise, you must complete all of the claim and appeal procedures outlined above for any type of ERISA Claim related to the Plan before either filing a civil action in federal court.

If you fail to file a Claim in accordance with these procedures, or otherwise fail to exhaust the Plan's claim and appeal procedures for any reason, any civil action related to your Claim must be filed within 1 year of the date on which the payment or action that is the subject of the Claim occurred or, if later, the date you reasonably could have become aware of that action through the exercise of reasonable due diligence. In this case, your failure to timely and fully exhaust the Plan's claim and appeal procedures will still serve as a basis for the dismissal of your civil action.

The Plan Administrator administers and interprets the Plan in a nondiscriminatory manner for the benefit of participants and their beneficiaries. The Plan Administrator has the full power, authority and discretion to interpret the Plan's written terms and to determine their application to specific factual circumstances. The Plan Administrator's exercise of discretion in its interpretation of the Plan's written terms and its findings of fact in its role as the Plan Administrator will not be overturned unless a court determines that they are arbitrary and capricious.

PARTICIPANT'S RIGHTS UNDER ERISA

What are my rights as a Plan Participant?

The Plan is subject to the provisions of Title I and Title II of ERISA, including the provisions with respect to reporting and disclosure, participation, vesting, and fiduciary responsibility.

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U. S. Department of Labor, such as detailed annual reports (Form 5500s) and Plan descriptions;

- Obtain copies of all Plan documents governing the Plan and other Plan information, including copies of the latest annual report (Form 5500) and updated summary plan description, upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for copies;

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

- You may obtain a statement telling you your current Account balance. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE EVERY TWELVE (12) MONTHS. The Plan must provide this statement free of charge; and

- You have a right to receive a copy of any material change to the Plan within 210 days following the close of the Plan Year in which the change is adopted.

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 act prudently and exclusively in the interests of you and other Plan Participants and beneficiaries.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for benefits 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 materials from the Plan and do not receive them within thirty (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 once you have exhausted your remedies (see *"Requirement to Exhaust Remedies These Claim and Appeal Procedures"* above). Only **after exhausting all of the claim and appeal procedures**, you will have 1 year to file suit in federal court. This 1-year period begins on the date you exhaust the claim and appeal procedures. **If you do not file a civil action within this 1-year period, you will not be allowed to pursue a civil action with respect to your claim.** Any civil action related to the Plan (other than an action subject to mandatory arbitration, as provided below) must be filed in the United States District Court in the Middle District of Florida, Orlando Division. 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 a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds that your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should call Office of Human Resources at (386) 822-7743. If you have any questions about this statement or about your rights under ERISA, or 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.

GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Section.

Plan Name

The full name of the Plan is Stetson University Defined Contribution Plan.

Plan Number

The Employer has assigned Plan Number 001 to your Plan.

Plan Effective Dates

This Plan was originally effective on April 1, 1946. The Plan has been amended since it was originally effective and this SPD reflects the provisions of the Plan in effect as of January 1, 2020.

Other Plan Information

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on December 31st.

The Plan will be governed by the laws of Florida to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation ("PBGC") under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon the Employer. Service of legal process may also be made upon the Employer's chief executive officer or Plan Administrator.

Employer Information
The Employer's name, address, business telephone number and identification number are:

Stetson University, Inc.
421 North Woodland Boulevard
Unit 8327
DeLand, Florida 32720
Telephone: 386-822-8710
EIN: 59-0624416

Plan Administrator Information

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Plan Administrator is conclusive and binding upon all persons. The name, address and business telephone number of the Plan's Administrator are:

Stetson University Investment Committee
421 North Woodland Boulevard
Unit 8327
Deland, Florida 32720
Telephone: 386-822-8710

APPENDIX - PLAN LOAN POLICY

To the extent permitted by the Investment Arrangements in which the Plan assets are invested, Stetson University Defined Contribution Plan permits loans to be made to Participants pursuant to a written loan policy. The Individual Agreements governing the investment options that you selected for your Plan contributions may contain additional limits on when you can take a loan. Please review both the following information in this Loan Policy and your annuity contracts or custodial agreements before requesting a loan. Contact your Employer or the investment vendor if you have questions regarding your loan options.

The Plan Administrator is authorized to administer the Participant loan policy. All applications for loans will be made by a Participant to the Plan Administrator (or the Plan Administrator's delegate) on forms which the Plan Administrator will make available for such purpose.

1. LOAN APPLICATION/BORROWER QUALIFICATION

   - Loans are available to Participants on a reasonably equivalent basis. A Participant must apply for each loan with an application which specifies the amount of the loan desired and the requested duration for the loan. The Plan Administrator may request additional information before approving a loan.

   - All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant makes formal application.

   - The loan will be treated as a directed investment of the borrower's Account.

2. LOAN LIMITATIONS. With regard to any loan made pursuant to this loan policy, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

   - Loans to a Participant will not be approved in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed $50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan.

   Loans from a TIAA Annuity other than an RPL loan are further limited to:

   (a) 45% of the combined accumulations attributable to the funding vehicle(s) under your retirement plan; or

   (b) 90% of the CREF and TIAA Real Estate accumulation attributable to participation under this Plan for Retirement Loan (RL) loans, or

   (c) 90% of your TIAA Annuity accumulation attributable to participation under this Plan for a Group Supplemental Retirement Annuity (GSRA) loan.

   - No loan in an amount less than $1,000 will be granted to any Participant for any single loan.

   - A Participant can have 3 loan(s) currently outstanding from the Plan. However, if this loan limitation exceeds three, and your loan is an RPL loan, you may not have more than three loans at any one time.

   - Loan refinancing is not permitted.

3. ACCOUNT RESTRICTIONS. With regard to loans made pursuant to this loan policy (subject to the investment arrangements), the following rules apply:

   - Loans may only be made from accounts attributable to:

     - Unmatched Pre-tax Elective Deferrals

     - Rollovers from other plans

4. EVIDENCE AND TERMS OF LOAN. The Plan Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, according to the following:

   - Any loan granted or renewed under this policy will bear a reasonable rate of interest.

   The interest rate will be fixed for the duration of the loan. However, with respect to amounts invested with TIAA, the interest rate for your loan will vary, as described below, depending upon how your retirement balance is invested.

   - Group Supplemental Retirement Unit-Annuity (GSRA) contract - The interest rate is variable and can increase or decrease every three months. The interest rate you pay initially will be the higher of (1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or (2) the interest rate credited before your annuity starting date, as stated in the applicable rate schedule, plus 1 percent. Thereafter, the rate may change quarterly, but only if the new rate differs from your current rate by at least 1/2 percent.

   - Retirement Loan (RL) contract - For all Employers except those located in Arkansas, Hawaii, or New Jersey, the interest rate you pay initially will be the higher of (1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or (2) the interest credited before your annuity starting date, as stated in the applicable rate schedule, plus 1 percent. Thereafter the rate will change annually, but only if the Moody's Corporate Bond Yield Average for the calendar month ending two months before the anniversary of your loan differs from your current rate by at least a 1/2 percent. If the latest average differs by less, your interest rate will remain the same for the next year. For Employers located in Arkansas, Hawaii, or New Jersey, the interest rate will be a fixed rate of 8 percent.

   - Retirement Plan Loans from mutual funds or annuity contract (RPL) - The interest rate will be fixed for the term of the loan and will be equal to the Federal Reserve Board Bank prime loan rate plus 1 percent at the time of the loan origination.

   - The loan must provide at least quarterly payments under a level amortization schedule. If you are currently employed by the Employer, the Plan Administrator will require you to enter into either a payroll deduction or an ACH agreement or other repayment method agreed to by the investment arrangement to repay the loan.

   - The Plan Administrator will fix the term for repayment of any loan; however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, you will use as a principal residence. The term for a home loan will be no more than 10 years.

   - There might be a charge to your Account for expenses, if any, directly related to the loan set up, annual maintenance, administrative charges, and collection of the note.

- A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts your Employer's right to terminate the Plan at any time.

You should note that the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five-year period or, if sooner, at the time the loan is in default.

5. SECURITY FOR LOAN. The Plan will require that you provide security before a loan is granted. For this purpose, the Plan will consider your interest under the Plan (account balances) to be adequate security. However, in no event will more than 50% of your vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than your vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

6. FORM OF PLEDGE. The pledge and assignment of your account balances will be in the form prescribed by the Plan Administrator.

7. LEAVE OF ABSENCE/SUSPENSION OF PAYMENT. The Plan Administrator will suspend loan repayments for the period of a military leave of absence.

8. PAYMENTS AFTER LEAVE OF ABSENCE. When payments resume following a payment suspension in connection with a leave of absence authorized above, if applicable, you must select one of the following methods to repay the loan, to the extent permitted by the investment provider, plus accumulated interest:

    - You will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.

    - You will pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.

    - You may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. The revised term of the loan will not exceed the maximum term permitted above, augmented by the time you were in United States military service.

9. DEFAULT. The Plan Administrator will treat a loan as in default if:

    - any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment

Upon default, you will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan and investment arrangements, request distribution of the note. If the loan remains in default, the Plan Administrator will offset your vested account balances by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, you remain obligated for any unpaid principal and accrued interest.