### SUMMARY PLAN DESCRIPTION HIGHLIGHTS

<table>
<thead>
<tr>
<th>Eligibility Requirements</th>
<th>Eligible Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Must be Eligible Employee</td>
<td>All University Employees are eligible except:</td>
</tr>
<tr>
<td>• 1 Year of Eligibility Service and age 21 or older</td>
<td>• Non-resident aliens</td>
</tr>
<tr>
<td><strong>Participation</strong></td>
<td>• Student-workers enrolled at the University</td>
</tr>
<tr>
<td>• Entry on first of month coinciding with or next following eligibility date</td>
<td>• Employees appointed to work fewer than 1,000 hours per year (less than 0.5 FTE)</td>
</tr>
<tr>
<td></td>
<td>• Clergy eligible for benefits elsewhere</td>
</tr>
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<td></td>
<td>• Lecturers or adjunct members of faculty (other than those with a one year, full-time contract)</td>
</tr>
<tr>
<td></td>
<td>• Union Members unless contract provides for participation</td>
</tr>
<tr>
<td></td>
<td>• Employees designated as temporary, extended temporary or on call</td>
</tr>
<tr>
<td></td>
<td>• Employees who are less than 21 years of age</td>
</tr>
</tbody>
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<thead>
<tr>
<th>Benefits Provided</th>
<th>Vesting</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Effective September 1, 2010, Employer contributes 9.4% of Participant compensation</td>
<td>• Employees hired before July 1, 2010: 100% vested at all times</td>
</tr>
<tr>
<td>• Compensation is base wages subject to income tax withholding</td>
<td>• Employees hired on or after July 1, 2010: 100% vested after completion of three years of service</td>
</tr>
<tr>
<td>• Compensation does not include:</td>
<td></td>
</tr>
<tr>
<td>• Overtime pay, Bonuses, Shift Differentials</td>
<td>• Investments</td>
</tr>
<tr>
<td>• Faculty stipend amounts paid pursuant to adjunct faculty contracts</td>
<td>Participant’s choice of:</td>
</tr>
<tr>
<td>• Miscellaneous pay</td>
<td>• Mutual fund families</td>
</tr>
<tr>
<td>• Any other amounts not part of base wages</td>
<td>• Annuities</td>
</tr>
<tr>
<td>• Amount in excess of IRS limits</td>
<td></td>
</tr>
<tr>
<td>• Compensation also does not include pay during any period when a participant is not an Eligible Employee</td>
<td>Restrictions</td>
</tr>
<tr>
<td>• Compensation does include salary reductions under a flexible benefits plan, qualified transportation plan, or cash or deferred arrangement such as a 403(b) arrangement.</td>
<td>• No rollovers, direct rollovers, or transfers from the St. Thomas Voluntary Retirement Arrangement may be made to this Plan</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Distribution Timing</th>
<th>Optional Forms of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Termination of Service with the University or Death</td>
<td>• Lump Sum</td>
</tr>
<tr>
<td>• Latest date to begin distributions is April 1 following later of calendar year in which you reach age 70½ or calendar year in which terminate service with University; annual minimum distribution required after that date</td>
<td>• Series of cash payments</td>
</tr>
<tr>
<td></td>
<td>• Non-transferable annuity contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Distribution Rules</th>
<th>Death Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 20% tax withholding if taken in cash (with exceptions)</td>
<td>• Paid to beneficiary</td>
</tr>
<tr>
<td>• 10% penalty tax if paid before age 59½ (with exceptions)</td>
<td>• Spouse is beneficiary unless participant elects different beneficiary with spouse’s consent</td>
</tr>
</tbody>
</table>
THESE HIGHLIGHTS ARE INTENDED TO BE A BRIEF INTRODUCTION TO SIGNIFICANT PLAN PROVISIONS AND ARE NOT INTENDED TO FULLY SUMMARIZE THE TERMS OF THE PLAN. DETAILS OF THE PLAN ARE EXPLAINED MORE FULLY IN SECTION WHICH FOLLOWS.
**Introduction**

This Summary Plan Description is intended to summarize the terms of the University of St. Thomas Retirement Plan (referred to in this summary as the “Plan”). In the event of a conflict or inconsistency between the Plan and this summary of the Plan, the terms of the Plan shall govern. The Plan is maintained by the University of St. Thomas (referred to in this summary as the “University”).

**Benefits Provided**

**Contributions.** The University will, on a calendar year basis, contribute to the Plan on each Participant’s behalf:

Before September 1, 2010, an amount equal to 10.4% of such Participant’s Compensation for that year;

Beginning September 1, 2010, an amount equal to 9.4% of the Participant’s Compensation for that year.

**Compensation.** For this purpose, a Participant’s “Compensation” means the Participant’s base wages that are subject to federal income tax withholding. In addition, Compensation includes those amounts that are withheld from the Participant’s wages on a pre-tax basis, including salary reductions under a flexible benefit plan, qualified transportation plan or cash or deferred arrangement such as a 403(b) arrangement.

Compensation does not include overtime pay, bonuses, shift differentials, faculty stipends, amounts paid pursuant to adjunct faculty contracts, miscellaneous pay, any other amounts that are not part of base wages, and amounts in excess of the limitation set annually by the IRS.

Also, a Participant’s Compensation does not include remuneration during a period when the Participant is not an Eligible Employee or does not meet the participation requirements of the Plan, as described below.

**Disability.** If a Participant became permanently and totally disabled (as defined in the Plan) prior to January 1, 2002, the University will contribute to the Plan on the Participant’s behalf while the Participant continues to have that disability. The Participant will be deemed to have compensation at the rate in effect before that disability was incurred. Payment will continue until the earlier of the date the Participant dies, reaches age 65, or no longer has such disability. The disability must be proved to the University on an annual basis, generally by providing a current Social Security Administration disability determination letter.

**Participation**

Eligible Employees will become Participants and be entitled to allocations of contributions as of the first day of the calendar month coinciding with or next following completion of one Year of Eligibility Service.

A person who terminates employment with the University after meeting the participation requirements of the Plan will immediately participate in the Plan on rehire by the University if the person is an Eligible Employee on rehire.

If a person terminates employment with the University before meeting those participation requirements, the person must meet them after rehire by the University (see below for a description of the person’s Year of Eligibility Service requirement).

“Eligible Employees” are individuals classified as employees by the University and who are not:

- non-resident aliens,
- student-workers enrolled at the University,
- employees appointed to work fewer than 1,000 hours per year (positions authorized at less than .5 FTE),
- clergy who are eligible to receive benefits through their Archdiocese or supervising or employing body,
- employees who are designated by the University as “lecturers” or “adjunct” members of the University’s faculty (other than employees with a one (1) year, full-time contract with the University)
members of a union unless the union contract provides for such employees’ participation

- employees designated as temporary, extended temporary or on call, or

- employees who are less than 21 years of age.

A “Year of Eligibility Service” is any one-year period beginning on an Eligible Employee’s date of hire during which an Eligible Employee completes 1,000 Hours of Service. If that requirement isn’t satisfied during the first year, an Eligible Employee will be credited with a Year of Eligibility Service if the Eligible Employee completes 1,000 Hours of Service during a Plan Year beginning during or after that first year of employment. Note that if a person has not met that service requirement and is not employed by the University for at least one full Plan Year, the person’s rehire date will be treated as the person’s original date of hire for Plan participation purposes.

An Employee who is a member of the University faculty will be deemed to have completed 1,000 Hours of Service when he or she has completed one full-time annual contract.

An “Hour of Service” is each hour for which an Employee is paid or entitled to payment for the performance of services for the University. Employees may receive credit for Hours of Service during certain periods when services are not being performed, such as leave or vacation, but no more than 501 Hours of Service may be credited to any Employee for any such single continuous period.

Vesting

If you were hired before July 1, 2010, you are 100% vested immediately in all of your accounts under the Plan. If you were hired on or after July 1, 2010, you will become 100% vested in all of your accounts when you complete three (3) years of service.

Investment of Contributions

Your assets are invested in mutual funds or annuities offered by mutual fund families or insurance companies selected by the University (referred to as “Carriers” in the rest of this summary).

The Carriers currently approved to receive contributions are listed in Exhibit A to this Summary Plan Description.

You are entirely responsible for directing the investment of the assets in your account. Neither the University, the Plan Administrator, the Carriers nor anyone else can do this for you.

Please be aware that TIAA-CREF’s rules governing their Traditional Annuity contracts allow no more than 10% of the balance to be taken out or reallocated annually while you are an active participant. After you terminate service with the University, you may take out or reallocate 20% annually.

The Carriers coordinate all participant investment elections and keep the records on all investment activities on behalf of the Plan Administrator. Much of the specific information regarding the investment process is described in the plan materials available to you when you first enter the Plan and annually thereafter. If you have not received this information, please contact the Plan Administrator at the following address:

University of St. Thomas
Mail # AQU 217
2115 Summit Avenue
St. Paul, MN 55105-1078

Timing Rules for Distributions

Earliest Date Distributions Can Begin. Distribution of your interest in the Plan will be made at your request; however, you may not receive a distribution of benefits from the Plan prior to the first of the following events to occur:

- Termination of service with the University (subject to the limitation described below)
- Death

Latest Date by Which Distributions Must Begin. You must begin receiving distributions from the
Plan no later than April 1 of the calendar year following the later of:

- the calendar year in which you attain age 70-1/2;

- the calendar year in which you terminate service with the University.

**NOTE**: All distributions to you are included in your gross income at the time received, unless they are rolled over to an IRA, a 403(b) arrangement, a 457 plan, or a qualified plan. Distributions are also subject to an additional 10% penalty tax except for any portion of the distribution:

- paid on or after age 59½;

- paid on account of death or disability;

- paid in the form of a series of substantially equal periodic payments based on your life or life expectancy or the joint lives or joint life expectancies of you and your beneficiary, or a life annuity contract (qualified joint and 50% survivor annuity contract if married);

- paid after you terminate service with the University after age 55;

- used for medical care expenses allowable as a deduction on your income tax return; or

- paid on account of a Qualified Domestic Relations Order.

Other exceptions may also apply.

**Benefit Forms**

Subject to the applicable election and spousal consent requirements prescribed by the Plan Administrator, and policies and procedures of the particular Carrier, Participants may elect to receive benefits from the Plan in the following forms:

- a single distribution of cash;

- a series of cash payments; or

- a nontransferable annuity contract purchased from a life insurance company (or provided under your investment fund).

A “Life Annuity Contract” is an annuity contract that will pay a certain monthly benefit to you for your entire life. The amount of this monthly benefit will be based upon various factors including your age and the amount of your vested account balance. When you die, monthly benefits stop and no additional amounts are payable to your beneficiary or estate.

A “Qualified Joint and 50% (or 75%) Survivor Annuity Contract” is an annuity contract that will pay a certain monthly benefit to you for your entire life and, should you die, will pay 50% (or 75%) of that monthly benefit to your spouse for your spouse’s entire life. These Joint and Survivor Contracts will have the same (actuarial) value as would a Life Annuity based on your life expectancy. When both you and your spouse have died, monthly benefits stop; no additional amounts are payable to any beneficiaries or estate.

If you want to receive benefits in a form other than the options described above, you may receive a lump sum distribution of your account, subject to spousal consent requirements, and roll the distributed amount over to an Individual Retirement Arrangement (IRA) which provides the desired distribution form. Your account balance must be rolled over to the IRA within sixty days following the day on which you receive the distribution. Alternatively, you may be able to do a direct rollover to another 403(b) annuity or account, qualified plan, 457 plan or an IRA.

**Rules Governing Payment of Benefit Forms**

The following rules apply to you as of April 1 following the later of the calendar year in which you
attain age 70 ½ or the calendar year in which you terminate service with the University:

Series of Payments. Payments must be made at least annually, over a period certain. That period may not extend beyond your life expectancy (or the joint life expectancy of you and your designated beneficiary, which will often be your surviving spouse), generally determined as of the date payments are to begin.

Minimum Amount. The minimum amount you must receive each calendar year cannot be less than the result obtained by dividing your account balance by the applicable number from the tables contained in Treasury Regulation, Section 1.401(a)(9)-9.

NOTE: You may be required to make important decisions regarding installment distributions when you reach 70½. There are various options covered by complicated rules. You should consult with a professional who is familiar with those rules to help you make your decision.

Value of Benefit

The Plan is designed to help you save money for your future. You should know, however, that there are ways in which you can lose or delay part of your benefit from this Plan.

The value of your benefits will depend on changes in value of the investments for each fund. Investment return may increase or decrease at any time depending on market conditions.

If you were hired before July 1, 2010, you were fully vested in the Plan immediately, which means that you will not forfeit your benefit if you leave employment with the University of St. Thomas.

If you were hired on or after July 1, 2010, you will be fully vested in the Plan upon your completion of three years of service. If you leave employment with the University of St. Thomas before you have completed three years of service, you will not be vested in the Plan, which means that you will forfeit your benefit. If you return to employment with the University of St. Thomas, you may be able to recover your benefit, provided that you complete the required number of years of service.

Contributions may be required to be refunded to the University of St. Thomas if they were made upon a mistake of fact.

Some payments cannot be made until the correct forms are filled out. If for some reason a payment request is denied in whole or in part, you are entitled to a full review. For information on the process of reviewing denied claims, refer to the “Claims Procedure” section.

Income Tax Withholding on Distributions

Except under certain circumstances, 20% of your distribution will be withheld for federal income tax purposes unless you elect to have the distribution transferred to an eligible retirement plan or an IRA in a direct rollover.

If your distribution is an eligible rollover distribution (see the next paragraph) and you choose not to roll over your distribution to an eligible retirement plan or to an IRA, you will receive no more than 80% of your payment because the Plan is required to withhold 20% of the payment and send it to the IRS to be credited against your taxes. State income tax withholding may also be required. Please note that you can avoid the 20% withholding by asking for your distribution to be a direct rollover to your IRA or other plan.

Generally, an “eligible rollover distribution” means any distribution of all or any portion of amounts accumulated in investment funds pursuant to this Plan, except:

• any distribution that is one of a series of substantially equal periodic payments made over any one of the following periods: your life (or the joint lives of you and your beneficiary), your life expectancy (or the joint life expectancies of you and your beneficiary), or a specified period of 10 years or more;

• any minimum distribution required under Code Section 401(a)(9);
• the portion of any distribution that is not includable in gross income; and

• certain other limited exceptions.

Your Carrier will provide you with information concerning the withholding requirements at the time you request a distribution.

**Requesting a Distribution**

You may request a distribution anytime after you terminate service with the University by contacting your Carrier. Distribution of your account will begin as soon as administratively feasible.

**Death Benefit**

If you die before distribution has commenced to you and your spouse is your beneficiary, your spouse will receive distribution of the death benefit in the form of a Preretirement Survivor Annuity Contract, unless your spouse makes a special election to receive your benefit in another form.

A “Preretirement Survivor Annuity Contract” is an annuity contract that will pay a certain monthly benefit to your spouse for his or her entire life. The amount of this monthly benefit will be based upon various factors including your spouse’s age and the amount accumulated in your investment funds. When your spouse dies, monthly benefits stop; no additional amounts are payable to your spouse’s beneficiaries or estate.

If your beneficiary is not your surviving spouse or your surviving spouse properly elects not to receive the death benefit in the form of a Preretirement Survivor Annuity Contract, the death benefit generally will be paid in the form of distribution selected by the beneficiary.

Unless the death benefit is payable over the course of your beneficiary’s life, your entire interest must be distributed to your beneficiary by the end of the calendar year that includes the fifth anniversary of the date of your death.

If distribution will be made over your beneficiary’s life, the benefit must commence by the end of the calendar year following the year of your death. However, if your surviving spouse is your beneficiary, distribution does not need to begin until the later of the end of the calendar year following the calendar year in which you die or the end of the calendar year in which you would have reached age 70½.

If you are married, your spouse will generally be your beneficiary. If you are not married or if you prefer to designate a beneficiary other than your spouse (and your spouse consents), you may designate your beneficiary.

**NOTE:** If you are under the age of 35, married, and designate someone other than your spouse as your beneficiary, you will need to make a new designation after you turn 35.

If you are not married, you may designate your beneficiary at any time. If you marry at a later date, that designation will cease to be effective.

Designation of a beneficiary must be made on the Designation of Beneficiary form provided by the relevant Carrier.

**Miscellaneous**

**Rollovers, Direct Rollovers, and Plan-to-Plan Transfers.** Rollovers are tax-free transfers of cash from a retirement plan to a Participant and then from the Participant to another retirement plan. Direct Rollovers are tax-free transfers of cash or property directly from one retirement plan to another retirement plan. A Plan-to-Plan Transfer is a transfer between 403(b) plans and has additional restrictions.

Rollovers and Direct Rollovers to this Plan from other plans are not permitted. Plan-to-Plan Transfers are not permitted except under very limited circumstances. Transfers between this Plan and the St. Thomas Voluntary Retirement Arrangement are not permitted.

**Assignment.** You may not assign your rights or interest in the Plan to anyone. Also, you may not
pledge or assign your Plan benefits as security for a loan.

**NOTE:** There is an exception to that rule for certain Qualified Domestic Relations Orders.

**Qualified Domestic Relations Orders.** If you get divorced, the court may order a specific portion of your account at the time of the divorce to be placed in a new account for your ex-spouse, or for the benefit of your minor children (alternate payees). The court order must meet the Plan requirements for a Qualified Domestic Relations Order (QDRO). You may obtain a copy of the Plan’s QDRO procedures without charge by contacting the Plan Administrator.

**Plan Administration.** The Plan Administrator has full power and authority to determine all questions arising in administration of the Plan, including questions of eligibility to participate, and to interpret and construe the provisions of the Plan.

**Fees.** The University will cover fees for your Plan account as long as you are an active employee. If you leave employment but continue to maintain your account in the Plan, fees may be charged against your account for administration, or for special requests such as QDRO determinations. Contact the Plan Administrator for information regarding such fees.

**Claims Procedure**

If you believe you are entitled to a benefit under the Plan, you may submit a claim for benefits in writing to the claims reviewer (a person or persons selected by the Plan Administrator to handle Plan employee benefit matters). The basis and amount of the claim must be specified.

The claims reviewer will act to accept or deny the claim within 90 days of receiving it unless special circumstances require more time, in which case you will be notified in writing of the special circumstances and the date you may expect a decision. The extension will not be for more than 90 days.

If a claim is denied, you will receive written notice providing: (1) the reason(s) for the denial; (2) a reference to the Plan provision(s) on which the denial is based; (3) a description of any additional material or information, if any, necessary for you to perfect your claim and an explanation as to why such information or material is necessary; (4) a statement that you will be provided, on request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; (5) an explanation of the Plan’s appeal review procedure for the type of claim at issue, including the applicable time limits; and (6) a statement of your right to bring a civil action under Section 502(a) of ERISA following a continued denial of your claim after appeal review.

Upon receipt of a written notice of denial, you have the right to a full and fair review of this claim by the Plan Administrator. To be entitled to a claim for such review, you or your authorized representative must submit a request for such review to the Plan Administrator within 60 days after you receive the notice of denial. You may submit a written request to the Plan Administrator for a review of the denial, review relevant documents, submit issues and comments in writing, or request a hearing. The Plan Administrator will act upon your request within 60 days and send you a written copy of the decision, including the specific reasons for any denial of benefits and references to Plan provisions on which the decision is based. If special circumstances require more time, you will be notified of the extension within 60 days after your requested review. The total review period will not exceed 120 days.

No action regarding a claim for benefits under the Plan can be brought in court prior to the issuance of the decision on the final appeal as outlined above.

Please see the Plan for the Plan’s full Claims Procedure.
GENERAL INFORMATION

NO PROVISION OF THE PLAN OR THIS SUMMARY SHALL GIVE YOU THE RIGHT OF CONTINUED EMPLOYMENT OR PROHIBIT CHANGES IN OR THE TERMINATION OF THE TERMS OF EMPLOYMENT OF ANY EMPLOYEE COVERED BY THE PLAN.

THE ACTUAL PLAN IS A COMPLEX LEGAL DOCUMENT THAT HAS BEEN WRITTEN IN THE MANNER REQUIRED BY THE INTERNAL REVENUE SERVICE AND DEPARTMENT OF LABOR. THIS DOCUMENT IS NOT THE PLAN BUT IS CALLED A SUMMARY PLAN DESCRIPTION (“SUMMARY”). IT IS DESIGNED TO EXPLAIN AND SUMMARIZE THE IMPORTANT FEATURES OF THE PLAN. YOU SHOULD CONSULT THE PLAN DOCUMENT FOR TECHNICAL AND DETAILED PLAN PROVISIONS. THE LEGAL OPERATION OF THE PLAN IS CONTROLLED BY THE PLAN DOCUMENT AND NOT THIS SUMMARY.

If at any time you have specific questions about the Plan as it applies to you, please bring them to the attention of the Plan Administrator whose address and telephone number appear below. You may also examine the Plan itself at a reasonable time by making arrangements with the Plan Administrator or requesting a copy from the Plan Administrator.

Plan Name. University of St. Thomas Retirement Plan.

Type of Plan. 403(b) plan.

Plan Number. 001

Plan Sponsor. University of St. Thomas, 2115 Summit Avenue, St. Paul, MN 55105-1078

Sponsor’s Employer Identification Number. 41-0693970

Effective Date of Plan. September 1, 1959

Plan Year. September 1-August 31

Type of Administration. Direct administration by the Plan Administrator.

Plan Administrator. The Plan Administrator is The University of St. Thomas, unless its Board or President has named another person or group as Plan Administrator.

2115 Summit Avenue
St. Paul, MN 55105-1078

Telephone: (651) 962-6510

Legal Service. The agent for service for legal process is:

University of St. Thomas
Mail # AQU217
2115 Summit Avenue
St. Paul, MN 55105-1078

Service of legal process may be made upon the Plan Administrator.

Future of the Plan. The Plan has been established with the expectation that it will be continued indefinitely, but the University of St. Thomas reserves the right to modify, amend or terminate the Plan at any time.

Effect of Termination of Plan. Should the University of St. Thomas terminate the Plan, it is then closed to new Participants officially. Upon termination of the Plan:

• Plan administration will be continued until all benefits are distributed,
• all the assets under the Plan will be distributed (after paying any administration expenses), or
• a Participant’s benefit will be transferred to a successor plan in which the Participant will participate.

Insurance Information. Benefits from this Plan are not insured under Title IV of the Employee Retirement Income Security Act of 1974 (ERISA). ERISA specifically exempts plans like this Plan from such insurance.
YOUR RIGHTS UNDER ERISA

As a participant in the University of St. Thomas Retirement Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. 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 the statement free of charge. You will also receive a quarterly statement showing the amounts you have in your account.

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 employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

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

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

❖ ANNUITY CONTRACT AND CUSTODIAL ACCOUNT PROVIDERS

Fidelity Investment company 800-343-0860 or http://www.fidelity.com

TIAA-CREF 800-842-2776 or www.tiaa-cref.org