

INSTITUTE FOR DEFENSE ANALYSES

QUALIFIED RETIREMENT PLAN

As Amended and Restated Effective
January 1, 2022

SUMMARY PLAN DESCRIPTION

(Reflecting Amendments through July 1, 2025)

NOTE: THIS DOCUMENT IS ONLY A SUMMARY OF CERTAIN PORTIONS OF THE PLAN IN NON-LEGAL LANGUAGE. THE CONTENTS OF THIS DOCUMENT ARE DICTATED BY U.S. GOVERNMENT REGULATIONS. PLEASE DO NOT MISUNDERSTAND: ONLY THE PLAN ITSELF GIVES ANY PERSON A LEGAL RIGHT TO BENEFITS AND THIS IS NOT THE PLAN. IF YOU WANT TO DETERMINE YOUR RIGHTS UNDER THE PLAN, DO NOT RELY ON THIS LIMITED DESCRIPTION; ASK TO SEE THE PLAN ITSELF. IF THE TERMS OF THIS SUMMARY CONFLICT WITH THE TERMS OF THE PLAN, THE TERMS OF THE PLAN OR ADMINISTRATIVE RULES MADE BY THOSE RUNNING THE PLAN CONTROL. NOBODY SPEAKING ON BEHALF OF THE PLAN OR ON BEHALF OF THE PLAN SPONSOR CAN VARY THE TERMS OF THE PLAN.

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NOTE: This summary is organized in the form of questions and answers arranged by topic. It is important that you read the entire summary in order to understand how the Plan works. Do not, for example, skip immediately to sections on Plan benefits, without reading the important qualifying information contained in the preceding sections on participation, eligibility and vesting. Topics and questions are inserted for reference and clarity only, and you should not use them as a substitute for reading the summary. Moreover, the summary is not a complete description of the Plan, nor does it cover all of the circumstances that could arise in the case of an individual participant. Please keep these limitations in mind as you read this summary. Previous versions of the Plan continue to apply to events that occurred while those versions were in effect. For example, participants who previously retired or terminated employment had their benefits determined under the Plan as in effect at the time of their retirement or termination. Their benefits are not affected by later amendments to the Plan that may be described in this version of the summary. The Plan described here applies only to events that occur after its effective date, unless specifically provided otherwise in the Plan. The Plan and this summary are not contracts that provide employment rights. The Plan and this summary do not restrict in any way IDA's right to terminate or change the terms of your employment.

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BACKGROUND INFORMATION

Name of Plan

Institute for Defense Analyses Qualified Retirement Plan

Name and Address of Plan Sponsor

Institute for Defense Analyses
730 East Glebe Road
Alexandria, VA 22305
(703) 845-2061

Type of Plan

Money Purchase
Pension Plan

Company Identification Number

53-0233247

Plan Number

003

Plan Administrator

Pension Plan Investment Committee
Institute for Defense Analyses
730 East Glebe Road
Alexandria, VA 22305
(703) 845-2061

Platform Provider/Trustee

TIAA
PO Box 1259
Charlotte, NC 28201
(800) 842-2252

Agent Designated for the Acceptance of Service of Legal Process

Legal process on matters relating to the Plan may be served in the name of the Plan upon the Plan Administrator at the above address or, for matters involving the Platform Provider, at TIAA, at the above address.

End of the Plan's Fiscal Year (Plan Year)

December 31

A separate Summary Plan Description applies to certain employees who are eligible for additional benefits under the Plan.

INFORMATION ABOUT THE PLAN

1. What is a “summary plan description?”

This is a “summary plan description” as defined by the Employee Retirement Income Security Act of 1974. *Please review the entire summary.* If you review only parts of it, you might not have all of the information you need to understand your rights and benefits under the Plan. As noted on the cover, the official Plan document outlines the benefits the Plan provides and this summary is not the official Plan document. If there are any differences between this summary and the Plan document, the Plan will be followed.

2. What is the purpose of the Plan?

The Institute for Defense Analyses (called “IDA” in this summary) established the Institute for Defense Analyses Qualified Retirement Plan (called the “Plan”) to provide certain retirement benefits for eligible employees.

3. What version of the Plan is summarized here?

The Plan has been amended a number of times since it was first established in 1986. The Plan summarized here is the version that was fully restated effective January 1, 2022 and has been amended in part since then.

Prior Versions of the Plan Still Apply. Please note that previous versions of the Plan continue to apply to events that occurred while those versions were in effect. For example, your service for Plan purposes is determined under the terms of the Plan in effect at the time the service was performed. Also, as a rule, the benefits of participants who previously retired or terminated employment are determined under the Plan’s terms in effect at that time. *The Plan described here applies only to events that occur on or after July 1, 2025 effective date or the effective date of any later Plan amendments*, unless otherwise provided in the Plan or the amendments.

4. How does the Plan work?

IDA contributes to the Plan each year a specific amount based on your compensation. All money held in the Plan is invested with Teachers Insurance and Annuity Association, the College Retirement Equities Fund and/or TIAA-CREF Mutual Funds (collectively referred to as “TIAA”).

Contributions under the Plan may be invested in one or more mutual funds managed by TIAA or applied to individual annuity contracts issued to participants by TIAA, in such amounts or percentages as elected by the participants. TIAA is sometimes referred to in this document as the “**Platform Provider**.”

When a participant terminates employment, the value of his or her vested benefit can be distributed in one of the ways offered by the Platform Provider, as selected by the participant. The benefit distribution options offered by the Platform Provider, as well as the potential considerations with respect to each benefit distribution option are described in its booklets and other informational materials.

5. Who runs the Plan?

The Plan has two parts. The first part consists of those aspects of the Plan controlled by IDA and the second part consists of those aspects of the Plan controlled by the Platform Provider.

- The IDA Pension Plan Investment Committee is the Administrator of the Plan and is responsible for enrolling participants, sending Plan contributions to the Platform Provider and operating the Plan. The Administrator has the powers necessary to carry out the provisions of the Plan, including deciding factual and interpretative issues arising under the Plan.
- The Platform Provider is responsible for investing the assets of the Plan, as directed by Plan participants, and for recordkeeping and other Plan-related functions. If you have any questions regarding the various distribution options available under the Plan, booklets and other literature are available from the Platform Provider (either by request or on-line). Representatives of the Platform Provider also are available if you need personal assistance. In addition, the Platform Provider assists IDA's Human Resources Directorate with Plan enrollments and handle the payment of benefits. Administrative forms, such as enrollment forms, benefit applications and rollover elections, are provided by the Platform Provider. Each quarter, the Platform Provider will send to you a statement showing the contributions made during the previous calendar quarter and other information. Requests for information concerning the Platform Provider and its terms, conditions and interpretations and any corresponding claims should be directed to the Platform Provider.

PARTICIPATION IN THE PLAN

6. Who is eligible to participate in the Plan?

Any employee of IDA – except for an Adjunct Staff member, a Visiting Staff Member, a leased employee or an employee who is on a temporary assignment of less than one year - can participate in the Plan upon satisfying the Service requirements. Note in this regard that Fellows became eligible to participate beginning July 1, 2019.

To satisfy the Plan's Service requirements, you must either:

- be working a regular schedule in a qualifying position providing for at least 1,000 Hours of Service per year and complete six months of employment; or
- if your regular schedule does not require 1,000 Hours of Service per year, complete at least 1,000 Hours of Service during either the twelve consecutive month period following the date of your employment (or, if you fail to do so during that period, during any Plan Year in which you complete 1,000 Hours of Service, beginning with the Plan Year that includes the first anniversary of your date of employment).

Note that should an employee who is on a temporary assignment of less than one year complete a 1,000 Hours of Service as described above while employed, he or she will

become eligible to participate (in the event such individual continues to be employed by IDA).

7. When does my participation in the Plan begin?

In general, your participation in the Plan begins on the first day of the first pay period beginning on or after the date you meet the participation requirements of the Plan.

8. When does my Plan participation begin if I am a re-hire?

If you were a Participant when you left IDA and you return to work with IDA as an eligible employee, you will be entitled to reenter the Plan immediately upon your reemployment unless your previous service is disregarded (in which case, you will be treated as a new employee). If you were not a Participant when you left, you will become a participant as provided in Question 7 (taking into account your prior “Years of Service” if any).

The Plan’s service counting rules are described in the section entitled “How the Plan Counts Service.”

HOW THE PLAN COUNTS SERVICE

9. How is my service with IDA measured?

Your service with IDA is measured in Hours of Service and Years of Service.

10. What is a Year of Service?

You are credited with a Year of Service for any Plan Year in which you complete at least 1,000 Hours of Service with IDA.

11. What is an Hour of Service?

You can get credit under the Plan for two kinds of Hours of Service--work hours and paid non-work hours. Work hours are the hours you are paid by IDA for performing your job. You can also earn up to 501 Hours of Service in a Plan Year for IDA-paid non-work hours, even though you are away from work. Paid non-work hours include such things as military and jury duty, Paid Time Off, holidays, and absences for temporary disability.

12. What is a One Year Break in Service?

A One Year Break in Service is a Plan Year in which you are credited with fewer than 501 Hours of Service. For example, you might have a One Year Break in Service if you leave your employment with IDA during the first half of the Plan Year. Because cumulative One-Year Breaks in Service can have a negative effect on your Years of Service, you may be protected from having a One-Year Break in Service if you are absent on an approved leave of absence under the following circumstances:

- maternity/paternity leave;
- Jury duty; or

- military duty,

even though you did not perform duties for IDA and are not entitled to be paid by IDA. Contact the Administrator if you have questions about the crediting of your Years of Service.

13. How do One Year Breaks in Service affect my Years of Service?

Your Years of Service will be disregarded if you have five consecutive One-Year Breaks in Service when you have no vested interest in your Plan account. This might happen, for example, if you terminate your employment with IDA before you become vested and are not rehired within the next five Plan Years.

- If you are rehired before five consecutive One-Year Breaks in Service, you immediately will resume Plan participation if you are an eligible employee (see Question 6) and you were a Plan participant prior to your termination of employment.
- If you are rehired after five consecutive One-Year Breaks in Service, you will be treated as a new employee and will have to satisfy again the eligibility and service requirements in Question 6.

Once you have a vested interest in your Plan account, your Years of Service cannot be disregarded, regardless of how many One-Year Breaks in Service you have. (The rules about vesting are explained in a later section of this summary.)

14. Does my service time as an ineligible employee count if I convert to an eligible status?

Your service as an ineligible employee (for example, an Adjunct Staff or Visiting Staff member) will count towards participation and vesting. For vesting purposes, you must have worked as an ineligible employee for at least 1,000 Hours of Service during a calendar year for that year to count.

VESTING

15. What is vesting?

Vesting refers to ownership of your account. It is important for you to understand that a vested interest does not give you a right to a specific sum of money but a right to a percentage of the balance in your Plan account, which fluctuates with the value of the investment options in which your account is invested.

16. How is my vested percentage determined?

Your Years of Service will be used to determine if you are entitled to receive a benefit from the Plan. You become fully vested upon your completion of two Years of Service and the crediting of one Hour of Service toward a third Year of Service. Before then, you will have no vested interest in your Plan benefit (except as described below).

In addition, if any of the following events occur while you are employed by IDA, you will automatically become fully vested: (a) death (including, to the extent required by law, death while on military leave); (b) permanent disability; (c) attaining age 65.

17. How are my Years of Service under the Plan determined for vesting purposes?

Generally, all of your Years of Service with IDA are counted for vesting. However, in the case of reemployment, if you had no vested benefits under the Plan when you previously terminated employment with IDA and you have not worked for IDA for five years or more, your prior Years of Service will not be counted for vesting purposes.

18. What happens if I terminate employment before my benefits become vested?

If you terminate employment with IDA before your benefits become vested, you will forfeit those benefits at termination (via a “deemed” distribution of your account). However, if IDA reemploys you within five years, the forfeited amount will be restored to your account under the Plan.

19. What constitutes a Permanent Disability?

In general, permanent disability means a physical or mental impairment that can be expected to be of an indefinite duration or that can be expected to result in your death and that renders you unable to engage in any substantial gainful employment. Note, though, you will automatically be deemed to be permanently disabled for this purpose if you have been determined by the Social Security Administration to be “disabled” for social security purposes.

PLAN CONTRIBUTIONS

20. Do I have to contribute to the Plan?

No. Employees are not permitted to contribute to the Plan.

21. What does IDA contribute to the Plan on my behalf?

IDA will contribute to the Plan on your behalf each pay period an amount equal to 11% of your Base Salary.

22. What is Base Salary?

Base Salary means your regular or basic pay before salary reduction contributions, if any, to the IDA Tax-Deferred Annuity Plan and/or the IDA cafeteria plan. Base Salary also includes lump sum and merit pay, as well as differential wage pay for those on military leave.

Base Salary does not include shift differential or premium pay, overtime pay, performance awards or bonuses, reimbursements or other expense allowances; moving expenses; cash and noncash fringe benefits; welfare benefits; payments made on termination of employment (or otherwise) for unused annual leave; and salary continuation or other severance payments.

23. What happens to my contributions if I am on a leave of absence?

If you are on a paid leave of absence, contributions will continue. If the leave is without pay, no contributions will be made during the leave.

24. What happens to my contributions if I become disabled?

If you become disabled, IDA contributions will continue to be made to the extent you continue to be paid by IDA as an employee while on short-term disability.

25. Will I receive contributions while I am on Military Leave?

If your employment with IDA is interrupted by a period of military service that lasts fewer than five years and you return to work with IDA in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), we will credit your account with the contributions that you would have received had you not been on military leave, based on the Base Salary you were receiving when you started your military leave.

Military service includes the U.S. Armed Services (including the Coast Guard); the Army National Guard and the Air Force National Guard (when engaged in active duty training, inactive duty training, or full-time National Guard duty); the commissioned corps of the Public Health Services; and other categories of personnel designated by the President of the United States in time of war or emergency. All rights guaranteed by USERRA are dependent on military service that ends honorably.

26. Are there any limitations on the amount of contributions I can receive?

Yes, the law places certain limits on the amount of annual contributions that can be made by IDA on your behalf each Plan Year. The Plan Administrator will let you know if these limitations apply to you. In addition, Base Salary in excess of the IRS annual compensation limit will not be taken into account for purposes of determining the amount of contributions IDA will make on your behalf in any Plan Year. For 2025, the IRS allows compensation of up to \$350,000 to be counted for contribution purposes. This limit, which is adjusted from time to time by the Secretary of Treasury for cost of living increases, is posted on our benefits website.

INVESTMENTS

27. What happens to my contributions?

You decide how your contributions will be invested with the Platform Provider. In general, Plan contributions can be invested in one of three investment tiers. The first two tiers consist of target date funds – the Plan’s “qualified default investment option” (QDIA) and a core investment menu from which you can select a diversified portfolio appropriate for your circumstances. The third tier is a “flex” option through which you may invest in any of the mutual funds offered through TIAA or any investment sub-accounts available under a TIAA fixed or CREF variable annuity contract. The Plan Administrator has the right to

change the investment options offered under the first and second tiers and change the availability of the third tier (flex) option at any time.

The available investment options have different investment objectives, so the risk and returns for each investment option are different. Before you make your investment choices, you should review the current investment prospectus and consider the investment goals and risk of each option, as well as your own investment goals and your tolerance for risk. You can make your choice on forms provided, or by such other methods permitted, by TIAA. If you do not specify how you want to invest your contributions, such amounts will be invested in the designated target date fund (the QDIA), based on your date of birth (and assuming you will retire at age 65). Your investment choices (or, if you make no choice, your default election) stay in effect until you change them.

Federal regulations require that you be informed that the Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974. In compliance with this Section, you are provided with a number of investment options under the core menu and a wide array of investment fund information, including each fund's operating expenses, investments and share value/performance. The Plan Administrator is responsible for ensuring that the Plan complies with Section 404(c). To the extent that your Plan account balance is invested as you directed, the Plan's fiduciaries are not responsible for losses that may result from following your investment decisions.

28. What affects the value of my Plan account?

The value of your Plan account at any time depends on a number of factors, including the following two:

- **How much** IDA contributes to the Plan on your behalf; and
- **Investment gains** (or losses).

You will receive a quarterly statement from the Platform Provider showing current activity—including contributions, reallocations and so forth—in your Plan account and the current balance in each investment option. This way, you will know how your accounts are performing and be better able to decide if your investment choices still reflect your personal financial objectives.

29. Can my account fluctuate in value?

If you elected the fixed interest (Traditional) option, the value of your annuity certificates issued by TIAA will increase each Plan Year based on the credited rate of interest. On the other hand, if you elected the real estate option, the value of your TIAA annuity certificates may increase or decrease each Plan Year depending on the performance of that option. The value of your certificates issued by CREF may increase or decrease each Plan Year depending on the performance of the available investment options you elect under the certificate (which includes a money market option). The value of any mutual fund account you have with TIAA may also increase or decrease each Plan Year depending on the performance of the investment options that you elect.

NOTE: Plan benefits are paid exclusively from your account held by the Platform Provider. IDA does not pay benefits and is not responsible for the value of your Plan investments. If the value of your Plan account declines, your Plan benefit will be smaller. Because you are responsible for directing the investment of your Plan account, you assume all investment risk associated with any decrease in the market value of any available investment option you select under the Plan. IDA does not guarantee Plan accounts against any loss or depreciation, or the payment of any amount that may be or become due to any person from a Plan account. There is no guarantee of the future performance of any investment option under the Plan. You assume the risk in connection with any appreciation or depreciation of your account based on the investment choices you make.

30. What sort of investment information is available?

The Platform Provider is the entity designated to provide you with information concerning the investment options offered by them under the Plan.

When you make an initial investment in an investment option, you may ask the Platform Provider to provide you with a copy of the most recent prospectus or similar booklet for that fund.

The following information also is available from the Platform Provider upon request:

- A description of the annual operating expenses of each investment option;
- Copies of any prospectuses, financial statements and reports concerning the investment options;
- A description of any trading restrictions in place under an investment option;
- A list of the assets held in the portfolio of each investment options, and the value of each asset (or its percentage of the total fund value);
- The value of units or shares in all investment options, as well as the past and current investment performance of all investment options; and
- The value of units or shares of the options in which you are invested.

31. Are there expenses associated with the Plan's investment options?

In addition to investment management and/or administrative fees that may reduce a particular investment option's overall rate of return, some investment options also may charge transaction-based fees. Examples of such fees include redemption or exchange fees.

32. Can I change how contributions are invested?

You can change how future contributions to the Plan are invested as permitted by the Platform Provider. You can also change your existing investments for amounts already accumulated under the Plan. You can transfer those amounts to a different investment of the Platform Provider. Restrictions may apply.

The Platform Provider will determine, and communicate to you, how often you can make changes, and when those changes become effective. Changes can be made by contacting the Platform Provider.

WHEN PLAN BENEFITS MAY BE PAID

33. When do I become eligible to begin receiving payment of my benefits under the Plan?

Subject to the vesting provisions of the Plan, you become eligible to begin receiving payment of your benefits upon retirement or earlier termination of employment with IDA at any age.

34. What if I continue my employment beyond my Normal Retirement Age?

If you continue your employment beyond your “Normal Retirement Age” under the Plan (age 65), IDA will continue to make contributions on your behalf. However, the law requires that you begin receiving distributions no later than the April 1 following the later of (a) the calendar year in which you terminate employment with IDA or (b) the calendar year in which you reach age 73 (age 72 if you were born after June 30, 1949 but on or before December 31, 1950, and age 70½ if you were born before July 1, 1949). Your annual required minimum distribution under the Plan must be taken from your Plan account and cannot be satisfied by distribution from any other retirement plan account or IRA you may have. For further information regarding how the required minimum distribution rules may apply to you under the Plan and in what form distribution can be taken, please contact the Platform Provider.

If you remain employed by IDA after you reach the age of 70 ½, you may (but you are not required to) elect to receive payment of all or a portion of your Plan account at any time.

35. What happens if I terminate my employment with IDA before my Plan account becomes vested?

If you leave IDA before you are fully vested in your account, the non-vested portion will be forfeited. The rules about forfeitures are explained in the section entitled *Vesting*.

36. When will my benefits be paid?

The Platform Provider is responsible for processing Plan distributions and determining (in coordination with the Plan Administrator) when Plan benefits may be distributed to participants under the terms of the Plan. In general, your vested Plan benefits will be distributed to you as soon as administratively possible following the date on which distribution is requested or otherwise payable.

HOW PLAN BENEFITS ARE PAID

37. Do I have to apply for benefits?

Yes. There are some time restrictions for electing the way in which your benefits will be distributed to you. To initiate the process, you should contact either (a) the IDA Human Resources Directorate or (b) the Platform Provider. The Platform Provider will provide the necessary forms to you (or your surviving spouse or other beneficiary).

38. What happens if I fail to apply for benefits?

If you do not apply, what happens depends upon whether your vested Plan benefit is over \$5,000 or not.

- **Over \$5,000.** If your vested account balance is greater than \$5,000, you will be treated as if you had chosen to delay distribution until the time you apply or until the Plan is required to begin distribution to you, if applicable, which will be when you reach age 73 (age 72 if you were born after June 30, 1949 but on or before December 31, 1950, and age 70½ if you were born before July 1, 1949) or, if later, when you terminate your employment with IDA.
- **Over \$1,000 But Not Over \$5,000.** If your vested account balance is greater than \$1,000 but not greater than \$5,000, you will be given the opportunity to directly roll over your total vested account balance to an eligible retirement plan or receive a lump sum payment. However, if this occurs prior to your sixty-fifth birthday and you do not make such an election, the Plan will automatically distribute your vested account balance as a direct rollover to an Individual Retirement Account (IRA). The IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. The expenses of the IRA will be deducted from the IRA account. The Plan Administrator will send you a notice describing how you may access the IRA. Contact the Plan Administrator with any questions you may have about automatic rollover distributions.
- **\$1,000 or Less.** If your vested account balance is \$1,000 or less, distribution automatically will be made to you in a single lump sum payment as soon as feasible after you terminate employment.

39. What are the different ways my benefit could be paid to me?

In general, if your vested account balance is more than \$5,000, you are entitled to receive payment of your Plan benefits under any of the distribution options permitted by the Platform Provider, which includes the following:

- Lump sum payment;
- Single life annuity (with or without a guaranteed period of 10, 15 or 20 years);
- Joint and survivor annuity (with or without a guaranteed period of 10, 15 or 20 years);

- Installments over a specific number of years selected by the participant; and
- Periodic withdrawals.

The following special rules apply for a TIAA Traditional GRA:

- The election to receive a lump sum distribution must be made within 120 days of termination of employment;
- In electing an annuity option (as described above), the participant can also elect to have up to ten percent (10%) of his or her TIAA Traditional GRA balance paid in one lump sum;
- Only installments of five years or more can be elected; and
- An interest-only payment option is available.

As mentioned above, the monthly amount you receive under any annuity or installment form of payment available under the Plan will be based on the total value of your Plan account.

Please contact TIAA for further information regarding the distribution options available to you.

40. Do I have to receive my benefit in any form of payment?

That depends. If your vested account balance is \$5,000 or less, you will receive a lump sum payment (or direct rollover) as described in Question 38. If your vested account balance is more than \$5,000 and you are not married, you can choose any optional form of payment permitted by the Platform Provider. If your vested account balance is more than \$5,000 and you are married, your Plan benefits will be paid in the form of a Qualified Joint and Survivor Annuity unless a written waiver of the benefit by you and a written consent to the waiver by your spouse (in accordance with the requirements described in Question 42) are filed with the Platform Provider within 180 days before the date payment is to begin. A Qualified Joint and Survivor Annuity provides an annuity for your life with a survivor annuity for the life of your surviving spouse. The survivor portion of the annuity is 50% of the annuity payable during the joint lives of you and your spouse (although you may elect to change this to 75%).

Once payments begin, you cannot change the form of payment, as the benefit election is irrevocable. If you are receiving payment of your Plan account in the form of a Qualified Joint and Survivor Annuity form and your spouse dies before you do, you will continue to receive the same annuity payments and you cannot pick someone else to receive survivor benefits, even if you remarry.

41. How do I waive the Qualified Joint and Survivor Annuity?

In general, not more than 180 days before the date distribution is to begin, you will be given an election form together with a written explanation of the terms and conditions of the

Qualified Joint and Survivor Annuity. You can revoke an election and reinstate the Qualified Joint and Survivor Annuity at any time during this election period without your spouse's consent. However, your spouse will need to consent to any new election you may make.

42. Are there any special rules my spouse must follow to consent to waive the Qualified Joint and Survivor Annuity?

Yes. Your spouse's consent to your waiver of the Qualified Joint and Survivor Annuity must, among other things, (i) be in writing, (ii) acknowledge the effect of the waiver, (iii) consent to the form of distribution elected by you and (iv) be witnessed by a Plan representative or a notary public. A spousal consent only applies to the spouse who signed the waiver. Spousal consent to a waiver of the Qualified Joint and Survivor Annuity is not required if you can establish to the satisfaction of the Platform Provider that spousal consent cannot be obtained because you have no spouse or your spouse cannot be located.

43. If I am married, may I designate someone other than my spouse to receive the survivor benefit?

Yes. You may designate someone other than your spouse to receive the survivor portion of your benefit, but only if your spouse consents, in writing, to the beneficiary designated by you on a form provided by the Platform Provider, as described above.

44. Does the Plan provide for a direct rollover option?

Yes, but only for certain types of distributions. In general:

- If you (or your spouse or former spouse) receive a distribution from the Plan in a single cash payment or as periodic payments over a specified period of fewer than 10 years, you may choose to have all or any portion of that distribution transferred directly to an individual retirement account or annuity (IRA) or to an eligible qualified plan of another employer in which you participate if that plan accepts rollover distributions.
- If your beneficiary (who is not your surviving spouse) receives a distribution from the Plan in a single cash payment or as periodic payments over a specified period of fewer than 10 years, that beneficiary may choose to have all or any portion of that distribution transferred directly to an inherited IRA. Consult with your tax advisor about setting up an inherited IRA.
- For more information concerning the types of retirement plans to which a direct transfer can be made, contact the Platform Provider.

Any amounts that are eligible for the direct rollover option but are not directly transferred to an IRA or another eligible retirement plan may be subject to federal income tax withholding at a rate of 20%. You must provide the Platform Provider with adequate information in a timely manner to elect a direct transfer. If you are married, your spouse must consent in writing to such a transfer. For further details regarding the direct rollover option, you should contact the Platform Provider.

DEATH BENEFITS

45. What happens if I die after the payment of my benefit begins?

If you die after the payment of your benefit begins, your beneficiary will receive death benefits only if you had elected a form of benefit that continues payment to your beneficiary after your death.

46. What happens if I die before the payment of my benefit begins?

For Single Participants. If you are not married and you die before the date your benefit payments are to begin, the full value of your benefit will be paid in a single sum or under one of the other benefit options offered by the Platform Provider to the beneficiary or beneficiaries you designate. Beneficiary designations must be made in accordance with the rules established by the Platform Provider. If you die without naming a beneficiary or your designation is invalid for any reason, your estate will automatically be treated as your beneficiary.

For Married Participants. If you are married and you die before your benefit payments are to begin, your surviving spouse will automatically receive a Qualified Preretirement Survivor Annuity, unless your spouse elects one of the other distribution options offered by the Platform Provider. This is an annuity for the life of your surviving spouse in an amount that can be purchased with 50% of your Plan account. The other half of your vested account will be payable to the beneficiary or beneficiaries you designate, in accordance with the rules established by the Platform Provider for beneficiary designations. If you die without naming a beneficiary or your designation is invalid for any reason, your estate will automatically be treated as your beneficiary for that portion of your benefit. You may waive the Qualified Preretirement Survivor Annuity, but you will need your spouse's written consent in order to do so.

NOTE that the following additional rules also generally apply under the Plan to the determination of beneficiaries:

- In general, if you get divorced, any prior beneficiary designation of your former spouse will automatically become invalid as of the date the divorce is finalized. You should file a new beneficiary designation following a divorce. If your former spouse is entitled to Plan benefits under the terms of a divorce decree or separation agreement, those benefits will only be protected if the Plan receives a Qualified Domestic Relations Order (see Question 62).
- If the order of the death of the participant and any beneficiary cannot be determined (or such deaths occurred within 120 hours of each other), the beneficiary will be deemed to have died first.
- If any beneficiary is charged with a criminal act relating to the death of the participant (or other beneficiary), no death benefits will be paid to such beneficiary pending resolution of the charges. And should the beneficiary be convicted of, or plead

guilty to, such charges, the beneficiary will not be entitled to any Plan benefits (to the extent permitted by law).

Under IRS rules, your beneficiaries generally must withdraw your entire account balance within ten years following the date of your death, regardless of your age. The ten-year rule does not apply to an “eligible designated beneficiary”, which includes a surviving spouse, a minor child, a disabled individual, a chronically ill individual or a person not more than ten years younger than the employee. These eligible designated beneficiaries may take their distributions over their life expectancy. However, a minor child must still take the remaining distributions with ten years of reaching age 21. In addition, a surviving spouse beneficiary may delay distributions until the later of the year that the employee would have reached age 73 (age 72 if you were born after June 30, 1949 but on or before December 31, 1950, and age 70½ if you were born before July 1, 1949) or the year following the year of the participant’s death.

47. How do I waive the Qualified Preretirement Survivor Annuity?

The period during which you and your spouse may elect to waive the Qualified Preretirement Survivor Annuity begins on the first day of the Plan Year in which you attain age 35 and continues until your death. If you terminate your employment with IDA before you reach age 35, you may elect to waive this annuity option at any time after you terminate employment. You can revoke an election and reinstate the Qualified Preretirement Survivor Annuity at any time during this election period without your spouse’s consent. However, your spouse will need to consent to any new election you may make after that.

Before you make such an election, you will be given a written explanation of the terms and conditions of the Qualified Preretirement Survivor Annuity, your right to and the effect of an election to waive this annuity, the rights of your spouse, and your right to make, and the effect of, a revocation of a previous waiver.

48. Are there any special rules my spouse must follow to consent to my waiver of the Qualified Preretirement Survivor Annuity?

Yes. Your spouse’s consent to your waiver of the Qualified Preretirement Survivor Annuity must be in writing, must acknowledge the effect of the waiver of this annuity, must consent to the beneficiary you designate and must be witnessed by a Plan representative or a notary public. A spouse’s consent only applies to the spouse who signed the waiver. A new spouse will not be affected by a consent signed by a prior spouse.

CLAIMS

49. What if I do not receive the benefit to which I believe I am entitled?

If you disagree with the amount or payment of your benefit or if your claim for a benefit is denied and you do not agree with this action, you should notify the applicable Platform Provider in writing and request a review. Within 90 days after receipt of your request, the Platform Provider will make the appropriate adjustment to your benefit or notify you of the specific reasons why your claim is being denied, the provisions of the investment option

on which the denial is based, and how to apply for a review of the denied claim. Where appropriate, it will also include a description of any information that is needed to complete your claim and why such information is necessary. If special circumstances require a delay, the Platform Provider will notify you before the close of the initial 90-day period of the reasons for the delay and when a decision can be expected. Such a delay cannot exceed 90 days.

If your claim is denied in whole or part, you will receive written notice of the Platform Provider's determination, which will notify you of your rights under ERISA and include the following:

- The specific reasons why your claim was denied;
- A reference to the specific Plan and related provisions on which the denial is based;
- A description of any additional material or information necessary for your claim and an explanation of why the material or information is necessary; and
- An explanation of the Plan's appeal procedure and the time limits applicable to the procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

50. What must I do to initiate a review of a platform provider's adverse decision on my benefit claim?

If you disagree with the decision of a Platform Provider, you have the right to request that the Platform Provider review its decision. You must submit a request for review in writing within 60 days of your receipt of the denial. The Platform Provider will provide you a written decision within 60 days of receipt of the request. If special circumstances require a delay, the Platform Provider will notify you before the close of the initial 60-day period of the reasons for the delay and when a decision can be expected. Such a delay cannot exceed 60 days.

The Platform Provider will provide you with a written or electronic notification of the Plan's benefit determination on review. The notice will provide you:

- The specific reasons for the decision;
- Reference the specific Plan provisions on which the benefit determination is based;
- 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 for benefits; and
- A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures, and a statement regarding your right to bring an action under federal law.

51. What if I have a claim with regard to eligibility, participation, contributions or other aspects of the Plan administered by the Plan Administrator?

All claims concerning eligibility, participation, contributions or other aspects of the operation of the Plan should be in writing and directed to the Plan Administrator of the Plan. Within 90 days after receipt of your request, the Plan Administrator will make a determination on your claim. If your claim is denied, the Plan Administrator will notify you in writing. The notice will:

- Provide specific reasons why your claim has been denied;
- Refer to the Plan provision(s) on which the denial was based;
- Describe any additional material or information necessary for your claim and an explanation why such material or information is necessary; and
- Describe the Plan's claims review procedure and time limits applicable to such procedures, including a claimant's right to bring civil action under federal law following an adverse benefit determination on review.

The Plan Administrator may extend the response date up to 90 days by notifying you before the close of the initial 90-day period that a decision on your claim will be delayed, what circumstances have caused the delay and when a decision can be expected.

52. Do these claims procedures apply to a vesting claim involving a disability determination by the Plan Administrator?

That depends. If you are claiming that you are vested due to disability based on a determination of disability by the Social Security Administration (see Questions 16 & 19), your claim will be reviewed using the procedures outlined in Question 51 for non-disability claims. If the Plan Administrator is responsible for making a determination of disability, your claim will be reviewed using the procedure in this Question 52 and the rules for disability claims.

If your claim for a disability determination (see Question 19) by the Plan Administrator is wholly or partially denied, you will be notified of the decision within 45 days after the Plan Administrator's receipt of your claim. Under special circumstances, the notice period may be extended for a total of 60 days in 30-day increments. If an extension is required, you will be notified of the special circumstances involved and the date by which the Plan Administrator expects to render a decision.

You will be provided written notification of any adverse benefit determination. In addition to the information required in Question 51, the notice must include:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following (A) the presented views of the health care professionals who treated you and vocational professionals who evaluated you, and (B) the views of medical or vocational experts whose advice was obtained on behalf of the Plan

(without regard to whether the advice was relied upon in making the determination);

- The specific internal rules, guidelines, protocols, standards or other similar criteria relied upon in making the adverse determination or a statement that such criteria do not exist; and
- 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.

53. What must I do to request a review of an adverse decision by the Plan Administrator on my claim?

You have the right to request that the Plan Administrator review an adverse decision. In this regard, you will:

- Have 60 days (*180 days for a disability claim*) following receipt of the denial within which to appeal the determination;
- Have the opportunity to submit written comments, documents and records relating to your claim;
- Be (i) given reasonable access to and copies of documents and records related to your claim for benefits, and (ii) permitted to request such copies free of charge; and
- Be entitled to a review of your claim that takes into account all information submitted by you relating to your claim, without regard to whether that information was submitted or considered in the initial benefit determination.

In addition, if your disability determination claim was denied, in whole or in part, due to a medical judgment, the reviewer will consult with an appropriately trained and experienced health care professional. The health care professional engaged for this purpose will not be the same individual who was consulted in connection with the initial benefit decision (nor be that individual's subordinate). The decision on review will identify any medical or vocational experts who advised the Plan Administrator in connection with your disability benefit decision, without regard to whether the advice was relied upon in making the decision.

54. How and when will I be notified about my appeal by the Plan Administrator?

After you have made an appeal, the Plan Administrator (or its delegate) will make its decision no later than 60 days (*45 days for a disability claim*) after it receives your request for a review. The Plan Administrator may obtain an extension of up to 60 days (*45 days for a disability claim*) by notifying you before the close of the initial 60-day period (*45-day period for a disability claim*) that the decision will be delayed and why and when a decision can be expected.

Before a denial on review is issued for a disability-related claim, you will be provided (free of charge) with:

- Any new or additional evidence considered, relied upon, or generated by or at the direction of the Plan, insurer, or other person making the benefit determination; and/or
- If the adverse benefit determination is based on a new or additional rationale, the rationale.

Such evidence and/or rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination is required to give you a reasonable opportunity to respond before that date.

The Plan Administrator will provide you with a written or electronic notification of the Plan's benefit determination on review. The notice will provide you:

- The specific reasons for the decision;
- Reference the specific Plan provisions on which the benefit determination is based;
- 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 for benefits;
- A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures, and a statement regarding your right to bring a civil action under federal law, and
- If an internal rule or protocol was relied upon in making the adverse determination on a disability claim, a copy of such rule or protocol will be provided free of charge to you upon request.

In the case of a denial on review involving a determination of disability, the notice must provide the information outlined above, along with the following:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following (A) the presented views of the health care professionals who treated you and vocational professionals who evaluated you, and (B) the views of medical or vocational experts whose advice was obtained on behalf of the Plan (without regard to whether the advice was relied upon in making the determination);
- The specific internal rules, guidelines, protocols, standards or other similar criteria relied upon in making the adverse determination or a statement that such criteria do not exist; and

- A description of any contractual limitations period that applies to your right to bring an action under ERISA, including the calendar date on which the limitations period expires.

55. What is the effect of a claims decision?

All decisions made by the Platform Provider or Plan Administrator (or their delegate) regarding a claim are final and binding. If you want to bring a civil action against the Plan under federal law, you must first receive an adverse benefit determination on review and file your civil action within one year of the date of the adverse benefit determination.

Any civil action involving the Plan must be filed in the Eastern District of the Virginia Federal Courts.

If you need any assistance with the Plan's claims procedures, contact the Plan Administrator.

OTHER INFORMATION YOU SHOULD KNOW

56. Can the Plan be amended?

Yes. IDA retains the right to amend the Plan and any funding agreement, in whole or in part, prospectively or retroactively, at any time and for any reason, by written action of its Board of Trustees or its delegate.

57. Can the Plan be terminated?

Yes. Although IDA expects to continue this Plan indefinitely, it reserves the right to terminate the Plan at any time and for any reason by written action of the Board of Trustees or its delegate. If the Plan is terminated, you automatically become fully vested in your account.

58. Are my benefits guaranteed?

No. This Plan is a money purchase pension (defined contribution) plan. This means that individual accounts for participants are maintained in the Plan's trust fund or individual annuity contracts based on contributions to each account plus any investment gains or losses. Benefits under this type of plan are not protected by the Pension Benefit Guaranty Corporation or other governmental insurance program. Neither IDA, the Platform Provider nor the Plan Administrator guarantee any benefits under the Plan.

59. How are the expenses of the Plan paid for?

Generally, participants pay the costs of administering the Plan. In addition, in the event a proposed qualified domestic relations order is submitted for your Plan account, you may be charged a separate fee for processing that order.

60. Does the Plan confer any employment rights?

No. The Plan is not intended to constitute an employment contract between participants and IDA and it does not confer any rights on participants to continued employment with IDA.

61. Are there any circumstances that could affect my benefit?

Yes. Benefits may be denied, lost or suspended, or you may not qualify or be eligible for benefits, under the following circumstances:

- You are not eligible to participate in the Plan;
- You are an eligible participant who leaves IDA before you are vested; and
- If a benefit under the Plan cannot be paid because you or your beneficiary cannot be found, the benefit will be forfeited in certain circumstances. If the payee is later located, the amount forfeited will be reinstated in full.

62. Can my account be used for anyone other than me?

In general, your account balance cannot be sold, used as collateral for a loan, given away, or transferred to anyone else. In addition, your creditors cannot attach, garnish, or interfere with your account balance as long as it is held in the Plan.

There is an important exception to this general rule. The Plan Administrator is required by law to honor a qualified domestic relations order. A domestic relations order is an order issued by a state court that directs the Plan to use or set aside part or all of your account balance for your spouse, former spouse, child, or other dependent who is an alternate payee to provide alimony payments, marital property rights, or child support. The Plan Administrator (or its delegate) determines whether a domestic relations order is qualified and whether it must be honored by the Plan.

63. What does “top-heavy” mean?

The Internal Revenue Service requires the Plan to contain certain provisions that apply if the Plan becomes “top heavy”. The rules and the effects of those rules are very complex, but generally would apply if more than 60% of the value of the Plan’s assets is held in accounts of certain officers and highly compensated employees called “key employees”. If this occurs, a minimum level of contributions are required to be made for those employees who are not key employees. These rules only apply for those years, if any, in which the Plan is top heavy.

64. What authority does the Plan Administrator have?

The Pension Plan Investment Committee (the “Committee”) is the Plan Administrator. As Plan Administrator, the Committee has full discretionary authority to:

- Decide what the Plan means;

- Run the Plan;
- Make decisions about facts (*for example*, an employee's termination date);
- Make decisions about your right to participate in the Plan;
- Make decisions about your right to receive a benefit from the Plan; and
- Give some of its powers to someone else.

The Committee will use the formal plan document to guide its decisions. Remember that the summary plan description is only a summary. It does not give all the plan rules that apply in every situation. The summary plan description is written in "plain English." Plain English is not as accurate as the legal language used in the plan document. You cannot use the summary plan description to ask for a benefit that is not included in the plan document. You can get the Plan documents from IDA's Human Resources Directorate during normal business hours.

YOUR RIGHTS UNDER ERISA

Regulations of the U.S. government require that this summary plan description include the statement that appears below. The statement was drafted by the federal government and is reproduced here with quotation marks. Neither IDA nor the Plan Administrator can take any responsibility for the accuracy or completeness of any assertion in the statement. The statement is made to you by the federal government, not by IDA nor the Plan Administrator. As permitted by the regulations, portions of the statement that are not applicable to the Plan have been omitted.

"ERISA provides that all plan participants shall be entitled to the following rights:

Receive Information About Your Plan and Benefits

"Participants may examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all Plan documents, including insurance contracts, 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 Employee Benefits Security Administration.

"Participants may 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 an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

"Participants may 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.

"Participants may 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 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

“In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in 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 courts 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, DC 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.”