

**SURA/JEFFERSON SCIENCE ASSOCIATES
401(K) PLAN**

SUMMARY PLAN DESCRIPTION

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TABLE OF CONTENT

INTRODUCTION TO YOUR PLAN

1. What kind of Plan is this?	1
2. What information does this Summary provide?.....	1

ARTICLE I PARTICIPATION IN THE PLAN

3. How do I participate in the Plan?	1
4. What happens if I'm a Participant, terminate employment, and then I'm rehired?	2

ARTICLE II EMPLOYEE CONTRIBUTIONS

5. What are salary deferrals and how do I contribute them to the Plan?.....	2
6. What are "rollover" contributions?	3

ARTICLE III EMPLOYER CONTRIBUTIONS

7. What is the safe harbor contribution?	4
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ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

8. What compensation is used to determine my Plan benefits?	4
9. Is there a limit on the amount of compensation that can be considered?.....	4
10. Is there a limit on how much can be contributed to my account each year?	4
11. How is the money in the Plan invested?.....	4
12. What investments are permitted?.....	4
13. Who is responsible for selecting the investments for my contributions under the Plan?	5
14. How frequently can I change my investment elections?	5
15. Will Plan expenses be deducted from my account balance?	5

ARTICLE V VESTING

16. What is my vested interest in my account?	6
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ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

17. Can I withdraw money from my account while working?	6
18. Can I withdraw money from my account in the event of financial hardship?	6

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

19. When can I get money out of the Plan?.....	7
20. What happens if I terminate employment before death or retirement?	8
21. What happens if I terminate employment at Normal Retirement Date?	8
22. What happens if I terminate employment due to disability?	8
23. How will my benefit be paid to me?.....	8
24. May I elect another form of benefit?.....	8

**ARTICLE VIII
BENEFITS AND DISTRIBUTIONS UPON DEATH**

25. What happens if I die while working for the Employer?	9
26. Who is the beneficiary of my death benefit?	9
27. How will the death benefit be paid to my beneficiary?	9
28. When must the last payment be made to my beneficiary?	10
29. What happens if I'm a Participant, terminate employment, and die before receiving all my benefits?	10

**ARTICLE IX
TAX TREATMENT OF DISTRIBUTIONS**

30. What are my tax consequences when I receive a distribution from the Plan?	10
31. Can I elect a rollover to reduce or defer tax on my distribution?	10

**ARTICLE X
LOANS**

32. Is it possible to borrow money from the Plan?	11
33. What are the loan rules and requirements?	11

**ARTICLE XI
PROTECTED BENEFITS AND CLAIMS PROCEDURES**

34. Are my benefits protected?	12
35. Are there any exceptions to the general rule?	12
36. Can the Plan be amended?	12
37. Does participation in the Plan provide any legal rights regarding my employment?.....	13
38. What happens if the Plan is discontinued or terminated?	13
39. How do I submit a claim for Plan benefits?	13
40. What if my benefits are denied?	13
41. What is the Claims Review Procedure?	14
42. What are my rights as a Plan Participant?	15
43. What can I do if I have questions or my rights are violated?	15

**ARTICLE XII
GENERAL INFORMATION ABOUT THE PLAN**

44. Plan Name	15
45. Plan Number	15
46. Plan Effective Dates	15
47. Other Plan Information	16
48. Employer Information	16
49. Plan Administrator Information	16
50. Plan Trustee Information and Plan Funding Medium	16

SURA/JEFFERSON SCIENCE ASSOCIATES 401(K) PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

1. What kind of Plan is this?

This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. The Southeastern Universities Research Association, Inc. (SURA) established the SURA/Jefferson Science Associates 401(k) Plan (the “Plan”) to provide you the opportunity to save for retirement on a tax-advantaged basis. Jefferson Science Associates also adopted this Plan as a participating employer.

2. What information does this Summary provide?

This Summary Plan Description (“SPD”) addresses the most common questions you may have regarding the Plan, including when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan. The Plan Document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan Document conflict, the Plan Document always governs. If you wish to receive a copy of the legal Plan Document or if the SPD does not answer all of your questions, please contact the Plan Administrator or other designated Plan representative.

The Plan Administrator is responsible for making determinations related to the administration, interpretation, and application of the Plan. To assist in the operation of the Plan, the Plan Administrator may appoint others to act on its behalf or to perform certain functions. The name and address of the Plan Administrator can be found at the end of this SPD in the Article entitled “General Information About the Plan.”

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision if there is a change in laws or regulations or policies of the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan at its discretion. Your Employer will provide notice to you if there are any changes to the Plan provisions as described in this SPD.

Types of Contributions. The following types of contributions may be made under this Plan:

- Employee salary deferrals
- Employer safe harbor contributions
- Employee “rollover” contributions

ARTICLE I PARTICIPATION IN THE PLAN

3. How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a “Participant” in the Plan once you have satisfied the eligibility requirements and reached your “Entry Date.” The following describes the eligibility requirements and Entry Dates that apply. You should contact the Plan Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- Part-time, temporary, or seasonal employees (employees whose regularly scheduled service is less than 20 hours of service per computation period). However, if your status as a part-time, temporary or seasonal employee changes and you become eligible to participate in the Plan, you will enter the Plan on your eligibility date.
- An Employee incorrectly determined to be an Employee (e.g., an independent contractor erroneously classified as an Employee).
- An Intern (meaning a person who is classified by the Employer as an Intern even if he or she does not receive academic credit for employment).
- A Casual Employee (meaning an exempt or non-exempt employee hired to work on a flexible or on-call basis as determined by the availability of work or assignments).

Eligibility Conditions. You will be eligible to participate in the Plan on your date of hire. If you are not an excluded employee as previously described, you may start contributing to the Plan by making pre-tax deferrals from your paycheck on the first day of the payroll period after you have met the eligibility requirements. Your length of service does not affect your ability to participate in the Plan.

Entry Date. Your Entry Date will be the date on which you satisfy the eligibility requirements.

Safe Harbor Contributions. Participants who are eligible to make salary deferrals to the Plan are eligible for the safe harbor contribution described in the Article in this SPD entitled "Employer Contributions."

4. What happens if I terminate employment and then I am rehired?

If you are no longer a Participant because you terminated employment and you are later rehired, you will be able to participate in the Plan on your date of rehire, provided you are otherwise eligible to participate in the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

5. What are salary deferrals and how do I contribute them to the Plan?

Salary Deferrals. As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis as a salary deferral. Your taxable income is reduced by the deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security and Medicare taxes). Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Deferral Procedure. You may elect to defer a portion of your salary as of your Entry Date. The amount you elect to defer will be deducted from your pay in accordance with procedures established by the Plan Administrator and will become effective as soon as administratively feasible after being received by the Plan Administrator. Your election will remain in effect until you modify or terminate your election unless your salary deferral is automatically suspended to comply with the terms of the Plan.

Deferral Modifications. You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make any other modification at least once a year or in accordance with other procedures provided by your Employer. Any modification will become effective as soon as administratively feasible after received by the Plan Administrator.

Deferral Limit. As a Participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. Your total deferrals in any taxable year may not exceed a dollar limit, which is set by law. The limit for 2015 is \$18,000. After 2015, the dollar limit may increase for cost-of-living adjustments. See the paragraph that follows entitled "Annual Dollar Limit." The Plan Administrator will notify you of the maximum percentage you may defer.

Catch-up Contributions. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2015 is \$6,000. After 2015, the maximum may increase for cost-of-living adjustments.

Automatic Deferral. The Plan includes an automatic salary deferral feature. Your Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a salary deferral. The Automatic Deferral provisions apply to all Participants who have elected to contribute less than the specified Automatic Deferral percentage in the previous year (including \$0.00). The Automatic Deferral provision is effective upon "Entry Date" into the Plan or at the beginning of each Plan Year unless an alternative election is made. Automatic Deferrals will be treated as pre-tax deferrals.

Automatic Deferral Provisions. The following provisions apply to these Automatic Deferrals:

- If you are a new employee and have satisfied the eligibility requirements, you will be automatically enrolled in the Plan with a deferral equal to five (5) percent of your compensation unless you complete a Salary Reduction Agreement to elect an alternative deferral amount.
- If you are an existing employee, have met the Plan's eligibility requirements, and are deferring less than five (5) percent of your compensation into the Plan, you will be automatically enrolled to contribute at the five (5) percent level unless you complete a Salary Reduction Agreement to elect an alternative deferral amount (including no contribution). If you have been deferring at least five (5) percent of your compensation into the Plan during the current year, that level will continue into the next year unless a Salary Reduction Agreement is submitted to elect an alternative deferral amount.

- If you are contributing less than five (5) percent of your compensation, the annual automatic increase to five (5) percent will occur on the first day of each Plan Year unless you instruct your Employer to change to a different deferral rate (including no contribution) by completing a Salary Reduction Agreement.
- You are not required to contribute to the Plan and may instruct your Employer to stop or to defer a different amount by completing a Salary Reduction Agreement.
- If you do not complete a Salary Reduction Agreement, the Automatic Deferral percentage of five (5) percent will apply.
- If your salary deferrals are automatically suspended under the terms of the Plan (e.g., to qualify for a hardship distribution), then your deferral agreement that was in place prior to the suspension will not continue in effect after the suspension. You will be deemed to have elected not to defer under the Plan as of the date the suspension occurred unless you complete a new Salary Reduction Agreement.

Contact the Plan Administrator if you have any questions about the application of this Automatic Deferral provision.

Annual Dollar Limit. If you contribute too much to the Plan as a deferral, you must take the excess amount (plus any earnings on the excess) out of the Plan by April 15 of the year following the year the money was contributed to the Plan. You must notify your Employer, in writing, of the excess amount by March 1 and request that it be removed. The excess amount is taxable to you in the year you contributed it to the Plan. If you do not remove it by the deadline, additional taxes will apply. If you are a Highly Compensated Employee (as defined by IRS regulations), the deferrals that you and all other Highly Compensated Employees contribute to the Plan will be compared with the deferrals of employees who are not highly compensated. If deferrals of the Highly Compensated Employees exceed certain limits under the Internal Revenue Code, a portion of your deferrals may be returned to you. You will be notified if you are affected by these rules.

In addition to the deferral limit described previously, the Internal Revenue Service specifies the maximum amount of total ‘annual additions’ consisting of employee elective and employer (but not catch-up) contributions to your account. You may not have ‘annual additions’ above this IRS maximum or an amount equal to 100% of your Compensation, whichever is less, allocated to the Plan for your benefit each year. The ‘annual addition’ maximum may be increased each year by the Internal Revenue Service as the cost of living increases. If the ‘annual additions’ to your account exceed this maximum, you will receive a distribution of the excess contributions.

Allocation of Deferrals. The Plan Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled “Vesting”). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by IRS regulations and any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

Distribution of Deferrals. The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD.

6. What are “rollover” contributions?

Rollover Contributions. At the discretion of the Plan Administrator, if you are a Participant who is currently employed, you may be permitted to deposit into the Plan distributions you have received from other qualified retirement plans. Such a deposit is called a “rollover” contribution and may result in tax savings to you. You may ask the Plan Administrator or Trustee of the other plan to directly transfer (a “direct rollover”) to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult an attorney or qualified financial advisor to determine if a rollover is in your best interest.

Rollover Account. Your “rollover” contribution will be accounted for in a “rollover account.” You will always be 100% vested in your “rollover account” (see the Article in this SPD entitled “Vesting”). This means that you will always be entitled to all amounts in your “rollover account.” Rollover contributions will be affected by any investment gains or losses.

Withdrawal of “Rollover” Contributions. You may withdraw the amount in your “rollover account” only when you are otherwise entitled to a distribution under the Plan. See “When can I get money out of the Plan?”

ARTICLE III EMPLOYER CONTRIBUTIONS

In addition to any deferrals you elect to make, your Employer will make additional contributions to the Plan. This Article describes Employer contributions that will be made to the Plan and how your share of the contribution is determined.

7. What is the safe harbor contribution?

Safe Harbor 401(k) Plan. This Plan is referred to as a safe harbor 401(k) plan. Before the beginning of each Plan Year, you will be provided with a comprehensive notice of your rights and obligations under the Plan. However, if you become eligible to participate in the Plan after the beginning of the Plan Year, then the notice will be provided to you on or before the date you are eligible. A safe harbor 401(k) plan allows your Employer to commit to making certain contributions to participant accounts, which also simplifies the administration of the Plan and compliance with regulations that ensure there is no discrimination in the administration of the Plan between Highly Compensated Employees and Non-Highly Compensated Employees.

Safe Harbor Nonelective Contribution. Your Employer will make a “safe harbor” contribution equal to **9%** of your compensation. This contribution is 100% vested (see the Article in this SPD entitled “Vesting”).

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

8. What compensation is used to determine my Plan benefits?

Definition of Compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as the total compensation subject to income tax that is paid to you by your Employer during the Plan Year. The following describes the types of payments that are not considered compensation under the Plan.

Adjustments to Compensation. The following payments are excluded from compensation:

- compensation paid while not a Participant in any component of the Plan;
- overtime payments;
- bonus payments;
- commission payments;
- shift premium payments;
- relocation expense reimbursements;
- compensation paid after you terminate employment;
- unused accrued sick, vacation or other leave that you are entitled to cash out;
- or amounts received under a nonqualified unfunded deferred compensation program.

9. Is there a limit on the amount of compensation that can be considered?

The Plan, by law, cannot provide the Non-Elective Contribution for the portion of annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2015 is \$265,000. After 2015, the IRS may increase the dollar limit for cost-of-living adjustments.

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

Generally, the law imposes a maximum limit on the amount of contributions (excluding “catch-up contributions”) that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2015, this total cannot exceed the lesser of \$53,000 or 100% of your annual compensation. After 2015, the IRS may increase the dollar limit for cost-of-living adjustments.

11. How is the money in the Plan invested?

All money that is contributed to the Plan is either held in a Trust Fund or is used to purchase annuities. The Trustee is responsible for the safekeeping of the Trust Fund. The Trust Fund and the annuity contracts are the funding medium used for the accumulation of assets from which benefits will be distributed.

12. What investments are permitted?

The Plan Administrator (or someone appointed by the Plan Administrator) will select a list of investments that will be available under the Plan. The investment options will be limited to annuity contracts and mutual funds purchased through a trust account. The list of Plan investments will change from time to time as the Plan Administrator considers appropriate investment alternatives. The Plan Administrator

may restrict the list of vendors who may accept new contributions to the Plan and it may be different from the list of vendors and investment options available when prior contributions were made to the Plan. Each investment option offers a different level of risk and potential return. You can place all your money into one investment option or spread your money across several investment options. You should carefully review the Individual Agreements governing the annuity contracts and trust account, the prospectus, or other available information before making investment decisions. You may obtain more information about each investment option by contacting the Plan Administrator.

13. Who is responsible for selecting the investments for my contributions under the Plan?

You have the right to decide how your Plan balance will be invested. Your Employer will establish administrative procedures that you must follow to select your investments and designate investment options that you may select for new contributions to the Plan. You will have the ability to transfer your Plan balance among investment options, to the extent permitted by the Individual Agreements. Contact your Employer if you are not certain whether a particular investment option is permitted under the Plan. If you do not select investments for your Plan account, the Employer will determine how your account will be invested.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

This Plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act (ERISA), and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that your Employer and others who are fiduciaries of the Plan may be relieved of liability for any losses to your Plan account that occur as a direct and necessary result of investment in the Plan's investment options, as directed by you or your beneficiary. You have the flexibility and responsibility to choose among the broad range of investment options provided under the Plan in a way that best meets your objectives. The Plan Administrator and your Employer will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

14. How frequently can I change my investment elections?

You may change your investment selections as frequently as permitted by the Plan Administrator. This means you can change your fund choices for future contributions and you can transfer your existing account balances from one fund to another, subject to restrictions associated with that investment option.

Earnings or Losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments. You should remember that the amount of your benefits under the Plan depends in part upon your choice of investments. Gains as well as losses can occur. Your Employer, the Plan Insurer, Plan Trustee, and the Plan Administrator will not provide investment advice or guarantee the performance of any investment you choose.

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

15. Will Plan expenses be deducted from my account balance?

Expenses Allocated to All Accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets, to the extent permitted under the contracts in which the Plan assets are invested. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated Employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees, to the extent permitted under the contracts in which the Plan assets are invested.

Expenses Allocated to Individual Accounts. There are certain other expenses that may be paid just from your account, to the extent permitted under the contracts in which the Plan assets are invested. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Plan Administrator will inform you when a charge (or charges) will be made directly to your account.

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

ARTICLE V VESTING

16. What is my vested interest in my account?

100% Vested Contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- salary deferrals including “catch-up contributions”
- safe harbor contributions
- “rollover” contributions

ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

17. Can I withdraw money from my account while working?

In-Service Distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan and under the contracts in which the Plan assets are invested.

Conditions and Limitations. Generally you may receive a distribution from pre-tax deferral accounts while still employed after you have attained age 59½.

Account Restrictions. You may request an in-service distribution only from the vested portion of your salary deferrals. The law restricts any in-service distributions from certain accounts set up to receive contributions which satisfy special rules for 401(k) plans such as the 9% safe-harbor contribution provided by your employer. Ask the Plan Administrator for further information on safe-harbor contribution restrictions.

Qualified Reservist Distributions. Effective as of January 1, 2009, if you were/are: (i) a reservist or national guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59½, will not apply. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Annuity Waiver. If you wish to receive an in-service distribution from the Plan in a single payment from your account, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the Article entitled “Benefits and Distributions Upon Termination of Employment” for a further explanation of how benefits are paid from the Plan.)

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

Hardship Distributions. You may withdraw money for financial hardship if you satisfy certain conditions, provided the distribution is permitted under the contracts in which the Plan assets are invested. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

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

- expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependents or necessary for you, your spouse or your dependents to obtain medical care;
- costs directly related to the purchase of your principal residence (excluding mortgage payments);
- tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse, or your dependents;
- amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- payments for burial or funeral expenses for your deceased parent, spouse, children, or other dependents;

- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

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

- (a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
- (b) You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans that your Employer maintains; and
- (c) That you will not make any salary deferrals for at least six (6) months after your receipt of the hardship distribution. If your salary deferrals are suspended, then your deferral election that was in place prior to the suspension will not continue in effect after the suspension and you will be deemed to have elected not to defer under the Plan as of the date the suspension occurred unless you make a new salary deferral agreement.

Account restrictions. You may request a hardship distribution only from the vested portion of your salary deferral accounts. In addition, there are restrictions placed on hardship distributions that are made from certain accounts. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules that apply to 401(k) plans (such as safe harbor contributions). Generally, the only hardship amounts that can be distributed to you from these accounts are your salary deferrals. The earnings on your salary deferrals and employer safe-harbor contributions are not eligible for hardship distribution. Ask the Plan Administrator if you need further information.

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

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

19. When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons, provided the distribution is also permitted under the term of the contracts in which the Plan assets are invested:

- termination of employment for reasons other than death or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in “Benefits and Distributions Upon Death.”

You may also receive distributions while you are still employed with the Employer. (See the Article entitled “Distributions Prior to Termination and Hardship Distributions” for a further explanation.)

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

Distributions for Deemed Severance of Employment. If you are on active duty for more than 30 days, then, effective January 1, 2009, the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution because of a deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

20. What happens if I terminate employment before death or retirement?

Contributions that you receive from your Employer will always be fully vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan. If your employment terminates for reasons other than normal retirement, you will be entitled to receive your vested account balance to the extent permitted under the contracts in which the Plan assets are invested. You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled “How will my benefits be paid to me?” for additional information.)

21. What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of Benefits. You are 100% vested in all of your accounts under the Plan. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such an event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such an event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70½. (See the question entitled “How will my benefits be paid to me?” for an explanation of how these benefits will be paid.)

22. What happens if I terminate employment due to disability?

Definition of Disability. Under the Plan, disability is defined as the inability to engage in any substantial, gainful activity in the Employee’s trade or profession for which the Employee is best qualified through training or experience.

Payment of Benefits. If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. (See the question entitled “How will my benefits be paid to me?” for an explanation of how these benefits will be paid.)

23. How will my benefits be paid to me?

The following provisions apply to the extent permitted under the contracts in which the Plan assets are invested.

Annuity Distribution. If you are married on the date your benefits are to begin, you will automatically receive a joint and 50% survivor annuity, unless you elect an alternative form of payment. This means that you will receive payments for your life, and after your death, your surviving spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death. You may elect a joint and 75%, 66 2/3% or 100% survivor annuity instead of the standard joint and 50% survivor annuity. You should consult an advisor before making such election.

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

Consent Requirements. You must consent to receive any distribution of your vested account balance before it may be made. In addition, if your vested account balance exceeds \$5,000 and you want the distribution to be in a form other than an annuity, you (and your spouse, if you are married) must first waive the annuity form of payment. In determining whether your vested account balance exceeds the dollar threshold, “rollover” contributions (and any earnings allocable to “rollover” contributions) will be taken into account.

24. May I elect another form of benefit?

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

Delaying Distributions. You may delay the distribution of your vested account balance.

Other Forms of Distribution. If your vested account balance exceeds \$5,000 and you and your spouse elect not to take a joint and survivor annuity, or if you are not married when your benefits are scheduled to begin and have elected not to take a life annuity, you may elect to receive a distribution of your vested account balance in an alternative form of payment. This payment may be made in one of the following methods:

- a single lump-sum payment;
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary);

- partial withdrawals;
- the purchase of a different form of annuity.

ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

25. What happens if I die while working for the Employer?

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

26. Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of 50% of the death benefit unless an election is made to designate a beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE PORTION OF THE DEATH BENEFIT PAYABLE TO YOUR SPOUSE. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. Also, since the death benefit payable to your spouse is not your entire vested account balance, you may, at any time, designate the beneficiary for amounts in excess of the portion of the death benefit payable to your spouse without your spouse's consent. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary on a form to be supplied to you by the Plan Administrator.

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

No Beneficiary Designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse;
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs);
- (c) your surviving parents, in equal shares;
- (d) your estate.

27. How will the death benefit be paid to my beneficiary?

The following provisions apply to the extent permitted under the contracts in which the Plan assets are invested.

Annuity Distribution. If you are married at the time of your death, the death benefit will be paid in the form of an annuity, that is, periodic payments over the life of your spouse. Your spouse may direct that payments begin within a reasonable period of time after your death. The size of the monthly payments will depend on the value of your vested account at the time of your death.

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

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

If you waive the annuity form of distribution, you are not married, or for amounts in excess of the minimum spouse's death benefit, then your beneficiary may elect an alternative form of payment.

This payment may be made in:

- a single lump-sum payment;
- installments over a period of not more than the assumed life expectancy of your beneficiary;
- partial withdrawals;
- the purchase of a different form of annuity.

28. When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70½ unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule." Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

29. What happens if I'm a Participant, terminate employment, and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS

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

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

Qualified Reservist Distributions. Effective as of January 1, 2009, if you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59½, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

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

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

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

Direct Rollover. For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes. If you decide to directly transfer all or a portion of a

distribution, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the question entitled “How will my benefits be paid to me?” for a further explanation of this waiver requirement.)

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

ARTICLE X LOANS

32. Is it possible to borrow money from the Plan?

Yes, to the extent permitted by the contracts in which the Plan assets are invested, you may request a Participant loan from your accounts using an application form provided by the Plan Administrator. Your ability to obtain a Participant loan depends on several factors. The Plan Administrator will determine whether you satisfy these factors.

33. What are the loan rules and requirements?

There are various rules and requirements that apply to any loan, which are outlined in this question. In addition, your Employer has established a written loan policy that explains these requirements in more detail. You can request a copy of the Participant Loan Policy from the Plan Administrator. Generally, the rules for loans include the following:

- Loans are available to Participants on a reasonably equivalent basis. Each loan requires an application to specify the amount of the loan desired, the requested duration for the loan and the source of security for the loan. All loan applications will be considered by the Plan Administrator within a reasonable time period after the Participant applies for the loan. The Plan Administrator may request that you provide additional information to make a determination.
- All loans must be adequately secured. You must sign a promissory note along with a loan pledge. Generally, you must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan. In certain cases, the Plan Administrator may require you to provide additional collateral to receive a loan.
- You will be charged a commercially reasonable rate of interest. The Plan Administrator will determine a reasonable rate of interest by reviewing the interest rates charged for similar types of loans by other lenders. The interest rate will be fixed for the duration of the loan. However, with respect to amounts invested with TIAA-CREF, the interest rate for your loan will vary, as described below, depending upon how your retirement balance is invested.
 - (a) Group Supplemental Retirement Unit-Annuity (GSRA) contract - The interest rate is variable and can increase or decrease every three months. The interest rate you pay initially will be the higher of (1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or (2) the interest rate credited before your annuity starting date (as stated in the applicable rate schedule) plus 1 percent. Thereafter, the rate may change quarterly, but only if the new rate differs from your current rate by at least ½ percent.
 - (b) Retirement Loan (RL) contract - For all Employers except those located in Arkansas, Hawaii, or New Jersey, the interest rate you pay initially will be the higher of (1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or (2) the interest credited before your annuity starting date (as stated in the applicable rate schedule) plus 1 percent. Thereafter the rate will change annually, but only if the Moody's Corporate Bond Yield Average for the calendar month ending two months before the anniversary of your loan differs from your current rate by at least a half percent. If the latest average differs by less, your interest rate will remain the same for the next year. For Employers located in Arkansas, Hawaii, or New Jersey, the interest rate will be a fixed rate of 8 percent.
 - (c) TIAA-CREF mutual funds - The interest rate for loans from TIAA-CREF mutual funds will be fixed for the term of the loan and will be equal to the Federal Reserve Board Bank prime loan rate plus 1 percent at the time of the loan origination.
- If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. If your loan is used to purchase a primary residence, you must repay it within ten years. Other loans must be repaid within one to five years.
- All loans will be considered a directed investment of your account under the Plan. All payments of principal and interest by you on a loan will be credited to your account.
- The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. Any new loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:

- (a) \$50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or
 - (b) ½ of your vested interest in the Plan.
- If your loan is being taken from a TIAA-CREF Annuity, your maximum loan amount is further limited to:
 - (a) 45% of your combined TIAA and CREF accumulation attributable to participation under this Plan; or
 - (b) 90% of your CREF and TIAA Real Estate accumulation attributable to participation under this Plan for Retirement Loan (RL) loans, or
 - (c) (0% of your TIAA Annuity accumulation attributable to participation under this Plan for a Group Supplemental Retirement Annuity (GSRA) loan.
- Your spouse (if you are married) generally must consent to any loan before it can be made if you use your vested interest as security for the loan.
- If you fail to make payments when they are due under the terms of the loan, you will be considered to be “in default.” The Plan Administrator will consider your loan to be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan. This could include filing a lawsuit or foreclosing on the security for the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.
- If you default on a loan, your right to a future loan may be restricted. Further, the maximum amount that you can borrow from the Plan will be reduced by the amount in default (plus interest) until the defaulted amount can be deducted from your Plan accumulation. If more than one employer contributed to your TIAA-CREF Annuities, you can only take loans based on the amount you accumulated under this Employer’s plan. You should check with your other employers for the rules that apply to loans from the amounts you accumulated while working for the other employers.

The Plan Administrator may periodically revise the Plan’s Participant Loan Policy. If you have any questions on Participant loans or the current loan program, please contact the Plan Administrator.

ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES

34. Are my benefits protected?

As a general rule, your interest in your account, including your “vested interest,” may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Plan loan), given away, or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish, or otherwise interfere with your benefits under the Plan.

35. Are there any exceptions to the general rule?

There are exceptions to this general rule. The Plan Administrator must honor a “qualified domestic relations order” or QDRO. A QDRO is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children, or other dependents. If a QDRO is received by the Plan Administrator, all or a portion of your benefit may be used to satisfy that obligation. The Plan Administrator will determine the validity of any domestic relations order received.

In addition, the federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

36. Can the Plan be amended?

The Plan may be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. Your employer also has the right to amend the Plan to add new features or to change or eliminate various provisions at any time. No amendment can be made to the Plan that would reduce the protected benefits of any employee or divert any part of the trust fund for purposes other than the exclusive benefit of the Participants and their beneficiaries.

37. Does participation in the Plan provide any legal rights regarding my employment?

The Plan does not intend to, and does not provide, any additional rights to employment or constitute a contract for employment. The purpose of this document is to help inform you of the benefits available to you under the Plan.

38. What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will provide notice of termination and will direct the distribution of your accounts in a manner permitted by the Plan as soon as administratively feasible. See the question entitled “How will my benefits be paid to me?” for a further explanation.

39. How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Plan Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method, or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

40. What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. If your claim is wholly or partially denied, the Plan Administrator will provide you written or electronic notification of the disposition of your claim within 90 days after receipt of your claim by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall the extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

If your claim concerns disability benefits under the Plan, the Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If special circumstances require an extension of time to process your claim, the Plan Administrator must notify you before the end of the 45-day period that your claim may take up to 30 days longer to process. If special circumstances still prevent the resolution of your claim, the Plan Administrator may then only take up to another 30 days after giving you notice before the end of the original 30-day extension. If the Plan Administrator gives you notice that you need to provide additional information regarding your claim, you must do so within 45 days of that notice.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

The Plan Administrator’s written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary submits your claim for review.
- (e) In the case of disability benefits where disability is determined by a physician:
 - (i.) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 - (ii.) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

41. What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS. HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.
- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician, then the Claims Review Procedure provides that:

- (a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- (b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment.
- (c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- (d) The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

If your claim is wholly or partially denied, the Plan Administrator will provide you written or electronic notification of the disposition of your claim on review within 60 days after receipt of your claim by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall the extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of disability benefits where disability is determined by a physician:
 - (i.) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 - (ii.) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits that is denied, then you may file suit in a state or federal court. However, in order to do so, you must file the suit not later than 180 days after the Plan Administrator makes a final determination to deny your claim.

42. What are my rights as a Plan Participant?

As a Participant in the 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 are entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including annuity contracts, 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.
- (b) 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 Plan Administrator may make a reasonable charge for the copies.
- (c) 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.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 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 or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the "qualified domestic relations order" (QDRO) procedures from the Plan Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

43. What can I do if I have questions or my rights are violated?

If you have any questions about the 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 the 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.

ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN

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

44. Plan Name. The full name of the Plan is SURA/Jefferson Science Associates 401(k) Plan.

45. Plan Number. Your Employer has assigned Plan Number 003 to your Plan.

46. Plan Effective Dates. This Plan was originally effective on January 1, 2009. The amended and restated provisions of the Plan become effective on January 1, 2016. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

47. Other Plan Information

Valuation Date. Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

Governing Authority. The Plan and Trust will be governed by the laws of Missouri to the extent not governed by federal law. Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan. Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Plan Administrator.

48. Employer Information

Your Employer's name, contact information and identification number are:

Southeastern Universities Research Association, Inc.
1201 New York Avenue, Suite 430
Washington, District of Columbia 20005
54-1156453
Telephone: 202-408-7872

The Plan allows other employers to adopt its provisions. Another Employer who has adopted the provisions of the Plan is:

Jefferson Science Associates, LLC
Benefits Office
628 Hofstadter Road, Suite 2
Newport News, Virginia 23606
20-3974952
Telephone: 757-269-7100

49. Plan Administrator Information

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

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

Your Plan Administrator's name and contact information is:

Southeastern Universities Research Association, Inc.
1201 New York Avenue, Suite 430
Washington, District of Columbia 20005
Telephone: 202-408-7872

50. Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is either held in a Trust Fund or is used to purchase annuities. The Trustee is responsible for the safekeeping of the Trust Fund. The Trust Fund and the annuity contracts are the funding medium used for the accumulation of assets from which benefits will be distributed.

The Plan's Trustee is:

TIAA-CREF Trust Company, FSB
211 North Broadway, Suite 1000
Saint Louis, Missouri 63102
xTelephone: 888-842-9001