Hamilton College
403(b) Retirement Plan

Summary Plan Description
January 2010
INTRODUCTION ................................................................................................................................. 1

ELIGIBILITY ....................................................................................................................................... 2

Am I eligible to participate in the Plan? .............................................................................................. 2
What requirements do I have to meet before I am eligible to participate in the Plan? ..................... 2
When can I enter the Plan? .................................................................................................................. 3
What happens to my Plan eligibility if I terminate my employment and am later rehired? ............... 3

CONTRIBUTIONS & VESTING .......................................................................................................... 3

What amount can I contribute to the Plan? ......................................................................................... 3
How do I start making contributions? .................................................................................................. 5
What if I don’t make a specific election to contribute some of my Compensation into the Plan? .......... 5
Can I change my contribution rate or stop making Deferrals after I start participating in the Plan? .......................................................................................................................... 5
What if I contribute too much to the Plan? .......................................................................................... 5
Will the College make any additional contributions to the Plan? ....................................................... 5
If I have money in other retirement plans, can I combine them with my accumulation under this Plan? .......................................................................................................................... 5
Are there any limits on how much can be contributed for me? ......................................................... 5
Will contributions be made for me if I am called to military service? ............................................. 6

INVESTING YOUR PLAN ACCOUNT ............................................................................................... 7
What investments are permitted? ................................................................. 7

Who is responsible for selecting the investments for my contributions under the Plan? .................................................................................................................. 7

WITHDRAWING MONEY FROM THE PLAN (AND LOANS) ..................................... 8

When can I take a distribution from the Plan? ....................................................... 8

How do I request a payout? .................................................................................. 9

If I am married, does my spouse have to approve my distributions from the Plan? ......................................................................................................................... 9

How will my money be distributed to me if I request a payout from the Plan? .......... 10

Do any penalties or restrictions apply to my payouts? ........................................... 10

Can I take a loan from the Plan? .......................................................................... 10

How do I apply for a loan? .................................................................................... 11

What is the interest rate for my loan? ................................................................... 11

What if I don’t repay my loan? ............................................................................... 12

What if I die before receiving all of my money from the Plan? ............................... 12

How long can I leave the money in my Plan? ....................................................... 13

What if the Plan is terminated? ............................................................................ 13

ADMINISTRATION INFORMATION AND RIGHTS UNDER ERISA .................... 13

Who established the Plan? .................................................................................. 13

Who is responsible for the day-to-day operations of the Plan? ............................ 14

Who pays the expenses associated with operating the Plan? ............................. 14

Does the College have the right to change or terminate the Plan? ....................... 14

Does participation in the Plan provide any legal rights regarding my employment? ......................................................................................................................... 14

Can my creditors or other individuals request a payout from my Plan balance? .... 14

How do I file a claim? ......................................................................................... 15
What if my claim is denied? ..............................................................................................................15

May I appeal the decision of the College? .........................................................................................16

If I need to take legal action with respect to the Plan, who is the agent for service of legal process? ...........................................................................................................................................17

If the Plan terminates, does the federal government insure my benefits under the Plan? .........................................................................................................................................................18

What are my legal rights and protections with respect to the Plan? .................................................18

DEFINITIONS ......................................................................................................................................19
INTRODUCTION

Hamilton College (the “College”) previously maintained two separate retirement plans – the Hamilton College Basic Retirement Plan and the Hamilton College Tax-Deferred Annuity Plan. Effective as of January 1, 2009, the separate plans were merged to form the Hamilton College 403(b) Retirement Plan (the “Plan”). The purpose of this Summary Plan Description (“SPD”) is to provide you with a summary of the most important terms and provisions of the merged and restated Plan. For example, this SPD includes valuable information regarding when you may become eligible to participate in the Plan, when and how you may make voluntary contributions to the Plan, when and how you may qualify to receive a College contribution equal to ten percent (10%) of your eligible College compensation, and when and how your Plan benefits can be withdrawn.

If you are eligible and elect to participate in the Plan, contributions made by you or on your behalf will be invested in annuity contracts and/or custodial accounts as directed by you. The terms of the annuity contracts and/or custodial accounts into which you direct Plan contributions will affect your benefits under the Plan. This SPD does not address the provisions of specific investment products. The prospectus and other documents constituting or governing the annuity contracts and custodial accounts explain your rights under the contracts and accounts and the unique rules that apply to each investment, which may, in some cases, limit your options under the Plan. You should review the prospectus or other documentation for each investment product along with this SPD to gain a full understanding of your rights and obligations under the Plan.

This SPD describes the current provisions of the Plan. The Plan is subject to federal laws, such as ERISA (the Employee Retirement Income Security Act), the Internal Revenue Code and other laws that may affect your rights. The provisions of the Plan are subject to revision due to changes in the law. The College also may amend or terminate the Plan at any time.

If you have any questions about the Plan or this SPD, please contact the College’s Human Resources Office. You may contact the investment vendors to obtain copies of the prospectus and other documents constituting or governing the annuity contracts and custodial accounts or to receive more information regarding the investment options available under the Plan.
ELIGIBILITY

Am I eligible to participate in the Plan?
If you are classified by the College as a common law employee of the College, you will be eligible to contribute a portion of your pay to the Plan as a pre-tax Deferral, unless you fall into one of the following categories of excluded employees:

- You are a nonresident alien and you received no income from within the United States; or
- You are a student enrolled and attending classes offered by the College.

You will be eligible to participate in the Plan and receive contributions made by the College after meeting certain requirements described below, unless you fall into one of the following categories of excluded employees.

- You are a nonresident alien and you received no earned income from within the U.S.
- You are a student enrolled and attending classes offered by the College.
- You are classified by the College with a primary job title of: adjunct coach, intern, lecturer or teaching fellow.

What requirements do I have to meet before I am eligible to participate in the Plan?
Unless you fall into one of the categories of excluded employees, you will be immediately eligible to defer a portion of your pay as a pre-tax Deferral into the Plan.

Unless you are part of an excluded class of employees, you must complete 1 year of service with the College before you are eligible to receive contributions made by the College.

Your initial eligibility measuring period will be the 12-month period beginning with your hire date. If you do not satisfy the eligibility requirements during that first measuring period, eligibility will be calculated based on the Plan Year.

You will be credited with a year of service if you work at least 910 hours for the College during the eligibility measuring period.
When can I enter the Plan?

Deferral Contributions

You will be able to contribute a portion of your pay into the Plan as a pre-tax Deferral as soon as administratively feasible after your hire date.

College Contributions

Once you have met the service requirement listed above, you will enter the Plan the first day of the next month and become eligible to receive contributions from the College.

What happens to my Plan eligibility if I terminate my employment and am later rehired?

Once you satisfy the eligibility requirements and become a participant in the Plan, you will continue to participate while you are still employed by the College in an eligible position, even if you have a break in eligibility service. A break in service occurs when you do not work more than 500 hours during a Plan Year. If you had not yet satisfied the eligibility requirements and had a break in eligibility service, periods before your break in service will not be taken into account and you will have to satisfy the eligibility requirements following your break in service. Periods during which you have a break in eligibility service will not count against you if you were absent because you were pregnant, had a child or adopted a child, were serving in the military, or provided service during a national emergency and re-employment is protected under federal or state law, and you return to employment within the time required by law.

If you terminate employment and are later rehired, you will be able to defer a portion of your Compensation as a Deferral as soon as administratively feasible after being rehired. If you had met the eligibility requirements for College Contributions before terminating employment or having a break in eligibility service, and are later rehired in an eligible position, you will enter or re-enter the Plan immediately. If you failed to meet the eligibility criteria to be a participant prior to rehire, you will need to again satisfy the Plan’s eligibility requirements for College Contributions.

CONTRIBUTIONS & VESTING

What amount can I contribute to the Plan?

Deferrals

You will be able to contribute a portion of your Compensation as a pre-tax Deferral, unless you are a member of one of the excluded classes listed previously. The maximum dollar amount that you can contribute to the Plan each year is $16,500 for 2010 and includes contributions you make to certain other deferral plans (e.g., other 403(b) tax-sheltered annuity plans, 401(k) plans, and salary deferral SEP plans). This amount will increase as the cost of living increases. Deferrals (and the related earnings) are always fully vested and cannot be forfeited; when your
employment with the College ends, you would be entitled to the full Deferral balance (plus earnings).

The amount of your Compensation that you decide to defer into the Plan will be contributed on a pre-tax basis. That means that, unlike the compensation that you actually receive, the pre-tax contribution (and all of the earnings accumulated while it is invested in the Plan) will not be taxed at the time it is paid by the College. Instead, it will be taxable to you when you take a payout from the Plan. These contributions will reduce your taxable income each year that you make a contribution but will be treated as compensation for Social Security and Medicare taxes.

EXAMPLE: Assume your Compensation is $25,000 per year. You decide to contribute $1,250 of your Compensation into the Plan. The College will pay you $23,750 as gross taxable income and will deposit $1,250 into the Plan. You will not pay federal income taxes on the $1,250 (plus any earnings on the $1,250) until you withdraw it from the Plan.

**Catch-up Contributions**

**Age 50 Catch-up Contributions** - If you are eligible to make Deferrals and you turn age 50 before the end of any calendar year, you may defer up to an extra $5,500 each year (for 2010) into the Plan as a pre-tax contribution once you meet certain Plan limits. The maximum catch-up amount may increase as the cost of living increases.

**Special 403(b) Catch-up Contributions** – If you have worked at least 15 years for the College, you may make a special catch-up contribution equal to the smallest of the three amounts listed below:

1. $3,000;

2. $15,000 minus the total amount of Special 403(b) Catch-Up Contributions made in all prior years; or

3. ($5,000, times the number of years you have worked for the College), minus (the total amount of Deferrals made while you worked for the College).

If you qualify for both the age 50 catch-up contributions and the special 403(b) catch-up contributions, your catch-up contributions will be allocated first as special 403(b) catch-up contributions. Catch-up contributions (and any related earnings) are considered Deferrals and are always fully vested; when your employment with the College ends, you would be entitled to the full catch-up balance (plus any earnings).
**How do I start making contributions?**
To begin deferring a portion of your Compensation into the Plan, you must follow the procedures established by the College.

**What if I don’t make a specific election to contribute some of my Compensation into the Plan?**
You are not required to defer a portion of your Compensation into the Plan. If you elect $0.00, or you simply fail to follow the procedures established by the College for making a Deferral election, you will not be enrolled in the Plan as a deferring Participant (i.e., $0.00 of your Compensation will be deferred into the Plan).

**Can I change my contribution rate or stop making Deferrals after I start participating in the Plan?**
You may change the amount you are deferring into the Plan or stop making Deferrals altogether at the times determined by the College.

**What if I contribute too much to the Plan?**
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 the College, 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.

**Will the College make any additional contributions to the Plan?**
The College will make “College Contributions” to the Plan each year for each eligible Participant. The College Contribution will equal 10% of each eligible participant’s Compensation.

Participants who are on a paid leave of absence from the College will still be eligible to receive College Contributions based on the Compensation received during the leave.

**If I have money in other retirement plans, can I combine them with my accumulation under this Plan?**
The College may allow you to roll over dollars you have saved in other retirement arrangements into this Plan after you become eligible to participate in the Plan. The College will provide you with the documents or other information you need to determine whether your prior plan balance is qualified to be rolled into this Plan. Rollover contributions are always 100 percent vested and nonforfeitable.

**Are there any limits on how much can be contributed for me?**
In addition to the Deferral limit described previously, the law imposes a limit on the combined amount of Deferrals and College Contributions (but not on rollover contributions) that may be made to your Plan accounts during the Plan Year. Beginning in 2010, the total amount of your
basic Deferrals and College Contributions for any year cannot exceed the lesser of $49,000 or 100% of your includible compensation. The dollar limit (which does not apply to age-50 “catch-up” elective deferrals) may be adjusted after 2010 for cost-of-living increases.

**Will contributions be made for me if I am called to military service?**

If you are reemployed by the College after completing military service, you may be entitled to receive certain make-up contributions from the College. If you are reemployed after military service, contact the College’s Human Resources Office for more information about your options under the Uniformed Services Employment and Reemployment Rights Act (USERRA).
Will I be able to keep my College Contributions if I terminate employment or am no longer eligible to participate in the Plan?

Contributions that you receive from the College will always be fully vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan.

INVESTING YOUR PLAN ACCOUNT

What investments are permitted?

The College (or someone appointed by the College) will select the investment vendors and investment options that will be available under the Plan. The investment options will be limited to annuity contracts and mutual funds purchased through a custodial account. The list of approved investment options and vendors may change from time to time as the College considers appropriate. As of January 1, 2010, the investment vendors are TIAA-CREF and Fidelity Investments. You should carefully review the prospectus and other documents constituting or governing the annuity contracts and custodial accounts, as well as any other related information, before making investment decisions.

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. The College will establish administrative procedures that you must follow to select your investments. The College will designate a list of vendors and investment options that you may select for new contributions to the Plan. You will have the ability to transfer your Plan balance among these vendors and investment options, to the extent permitted by the individual investment products. Contact the College if you are not certain whether a particular vendor or investment option is permitted under the Plan. If you do not select investments for your Plan account, your account will be invested in a default investment established under the Plan.

The College intends to operate this Plan in compliance 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 the College and others in charge of the Plan will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

How frequently can I change my investment elections?

You may change your initial investment selections as frequently as permitted under the individual investment products.
WITHDRAWING MONEY FROM THE PLAN (AND LOANS)

When can I take a distribution from the plan?
You generally may request a distribution of Deferrals at the times listed below:

- You terminate employment;
- You become Disabled;
- You reach age 59½; or
- On account of hardship.

You may request a distribution of the contributions you receive from the College after you terminate employment or after you become Disabled. However, if you become Disabled, contributions that you receive from the College that are held in annuity contracts issued after 2008 will generally be available to you only if you have participated in the Plan for at least five years.

You may elect a distribution of your rollover contributions at any time, subject to the restrictions in the individual investment products you have chosen.

Hardship

If you experience a financial hardship, you may take a distribution from the Deferrals you have contributed to the Plan, unless restricted under the terms of the Individual Agreements.

The following events qualify as a hardship distribution under the Plan:

- medical expenses for you, your spouse or your dependents, or your beneficiary,
- payment to purchase your principal residence,
- tuition and education-related expenses for you, your spouse or your dependents, or your beneficiary,
- payments to prevent eviction from your principal residence,
- funeral expenses for you, your spouse or your dependents, or your beneficiary,

- payments to repair your principal residence that would qualify for a casualty loss deduction.

Before you take a hardship distribution, you must take all other distributions and all nontaxable loans available to you under the Plan. If you take a hardship distribution of Deferrals, you may not be eligible to make Deferrals for the next six months. If you are under age 59½, the amount you take out of the Plan as a hardship distribution may be subject to a 10 percent penalty tax. This is only required under the safe harbor method of determining hardship.

You may be able to take a penalty-free distribution from your Deferrals if you were called to active military duty after September 11, 2001. In order to qualify for these penalty-free distributions, you must have been ordered or called to active duty for a period of at least 180 days or an indefinite period and your distribution must have been taken after you were called to duty and before your active duty ended.

The prospectus and other documents constituting or governing the investment options that you selected for your Plan contributions may contain additional limits on when you can take a distribution, the form of distribution that may be available, as well as your right to transfer among approved investment options. Please review both the following information in this Summary Plan Description and the terms of your annuity contracts or custodial agreements before requesting a distribution. Contact the College or the investment vendor if you have questions regarding your distribution options.

How do I request a payout?
You must complete a payout request form provided or approved by the College or follow other procedures established by the College or the investment vendors for processing distributions.

If you are taking a hardship distribution, you must provide documents to verify that you have a hardship event that qualifies for a Plan distribution.

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

**How will my money be distributed to me if I request a payout from the Plan?**

If you obtain the proper consents, you may choose from the following options for your payout:

- Lump sum;
- Partial payments;
- Installment payments; or
- Annuity contract (if assets are held in a custodial account) or converted to an income option (if your assets are invested in an annuity contract).

The prospectus and other documents constituting or governing the investment options that you selected for your contributions may further restrict your payout options. Please review the annuity contracts or custodial agreements before requesting a distribution and contact the College or the investment vendor if you have questions regarding your distribution options.

If your distribution is eligible to be rolled over, you may choose to have your distribution paid to another eligible retirement arrangement. Contact the College or the investment vendor for information regarding rollover procedures.

**Do any penalties or restrictions apply to my payouts?**

Generally, if you take a payout from the Plan before you are age 59½, a 10 percent early distribution penalty tax will apply to the taxable portion of your payout. There are some exceptions to the 10 percent penalty tax. Your tax adviser can assist you in determining whether you qualify for a penalty tax exception.

If your payout is eligible to be rolled over, 20 percent of the taxable portion of your payout will be withheld and remitted to the IRS as a credit toward the taxes you will owe on the payout amount, unless you do a direct rollover.

**EXAMPLE:** You request a $10,000 payout from your Plan balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over directly, you will receive $8,000 and $2,000 will be remitted to the IRS.

**Can I take a loan from the Plan?**

Although the Plan is designed primarily to help you save for retirement, you may take a loan...
from Deferral contributions you have made to the Plan and allocated to GSRA contracts issued by TIAA-CREF. Loans are not available from Fidelity or from contributions made by the College.

Please review both the following information in this Summary Plan Description and your annuity contracts before requesting a loan. The prospectus and other documents constituting or governing the investment options that you selected for your Plan contributions may contain additional limits on when you can take a loan. Contact the College or TIAA-CREF if you have questions regarding your loan options.

Generally the minimum loan amount that you may take is $1,000 and the maximum loan amount is $50,000. The maximum amount you can borrow may be less, however, depending on two factors: 1) the amount of your accumulation under the Plan, and 2) whether you have taken other loans from any of the College’s plans within the last year. If you have not had a plan loan in the previous year, your maximum loan cannot be greater than one-half of your vested account balance or $50,000, whichever is less. If you have had another loan within the last year, the $50,000 maximum will be reduced by the highest outstanding loan balance in the 12-month period prior to the new loan. Your maximum loan amount is further limited to 45% of your combined TIAA and CREF accumulation in a TIAA-CREF GSRA contract and attributable to participation under this Plan. To secure your loan, 110% of the outstanding loan balance must be maintained as collateral in a TIAA traditional account.

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. You can only take loans based on the amount you accumulated under this 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.

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.

**How do I apply for a loan?**
To apply for a loan you must complete the loan application provided (or approved) by the College or TIAA-CREF and pay any applicable loan fees.

**What is the interest rate for my loan?**
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.

**What if I don’t repay my loan?**
You will be required to repay the loan amount (plus interest) to the Plan. If you default on the loan, you will be taxed on the amount of the outstanding loan balance and will be subject to a 10 percent penalty if you are under age 59½. In addition, the College has the right to foreclose its security interest in the portion of your vested account under the Plan that you pledged as security for the loan, when an event allowing a Plan distribution occurs. The following events may cause a loan default:

- Not repaying your loan as set forth in your loan agreement; or
- Breaching any of your obligations under your loan agreement.

If your loan is defaulted, the College has the right to foreclose the security interest in your vested account balance pledged for repayment, when an event which triggers a distribution of your benefits occurs. In addition, the loan administrator will report the loan default to the IRS and the outstanding loan amount and accrued interest will be treated as a taxable distribution. If you are under age 59½, this could result in a 10 percent penalty on the taxable portion of the default.

**What if I die before receiving all of my money from the Plan?**
If you die before taking all of your assets from the Plan, the remaining balance will be paid to your designated beneficiary. To designate your beneficiary, you must follow the procedures established by the College and the investment vendors. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. It is important to review your designation from time to time and update it if your circumstances change (e.g., a divorce, death of a named beneficiary).

If you do not name a beneficiary, 50% of your balance will be paid to your spouse and 50% will be paid to your estate. If you do not name a beneficiary and have no surviving spouse, your remaining balance in the Plan will be paid to your estate, unless a different alternative is provided in the investment product documentation.

If your Plan balance is $5,000 or less at the time of your death, your beneficiary will generally have the same options regarding the form of the distribution that are available to you as a Participant. If the balance is greater than $5,000, your beneficiary may be required to take the payouts in the form of a life annuity, unless the annuity has been properly waived by you and your spouse during your lifetime. Your beneficiary may also have the option of rolling their distribution into an IRA. The prospectus and other documents constituting or governing the
investment options that you selected for your contributions may further restrict your beneficiary’s options regarding the manner in which the accumulation will be distributed.

If you die after beginning age 70½ distributions, as described in the following question, your beneficiary must continue taking distributions from the Plan at least annually. If you die before beginning age 70½ payments, your beneficiary may have the option of (1) taking annual payments beginning the year following your death (or the year you would have reached age 70½, if your spouse is your beneficiary), or (2) delaying their distribution until the year containing the fifth anniversary of your death, provided they take the entire amount remaining during that fifth year.

**How long can I leave the money in my Plan?**

When you terminate from employment, your balance will generally not be paid out of the Plan until you request a payout. However, when you reach age 70½ (or later retire), you will generally need to begin taking a distribution each year based on your balance in the Plan. Contributions for periods before 1987 (excluding earnings on those contributions) will generally not be subject to the required distribution rules until you reach age 75. You may also have the option to satisfy your required minimum distribution from the Plan by aggregating all your 403(b) plans and taking the required minimum distribution from any one or more of the individual 403(b) plans.

**What if the Plan is terminated?**

If the Plan is terminated, your entire account balance will be distributed from the Plan. To the extent you are invested in an annuity contract, you will receive a distribution of the contract.

---

**ADMINISTRATION INFORMATION AND RIGHTS UNDER ERISA**

**Who established the Plan?**

The official name of the Plan is the Hamilton College 403(b) Retirement Plan

The employer that adopted the Plan is:

Hamilton College
198 College Hill Rd
Clinton, NY 13323-1295
315-859-4301
Federal Tax Identification Number: 150532200
Fiscal Year End: 06/30

The College has assigned Number 001 to the Plan.

The Plan is a 403(b) defined contribution plan, which means that contributions to the Plan made on your behalf (and any earnings) will be separately accounted for within the Plan.

**Who is responsible for the day-to-day operations of the Plan?**
The College is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, the College may appoint others (including the investment vendors) to act on its behalf or to perform certain functions.

**Who pays the expenses associated with operating the Plan?**
All reasonable Plan administration expenses including those involved in retaining necessary professional assistance, may be paid from the assets of the Plan, to the extent permitted by the individual investment products. These expenses may be allocated among you and all other Plan participants or, for expenses directly related to you, charged against your account balance. Examples of expenses that may be directly related to you include, general recordkeeping fees and expenses related to processing your distributions or loans (if applicable), qualified domestic relations orders, and your ability to direct the investment of your Plan balance, if applicable. Finally, the College may, in its discretion, pay any or all of these expenses. For example, the College may pay expenses for current employees, but may deduct the expenses of former employees directly from their accounts. The College will provide you with a summary of all Plan expenses and the method of payment of the expenses upon request.

**Does the College have the right to change or terminate the Plan?**
The Plan will be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. The College also has the right to amend or terminate the Plan at any time for any other reason.

**Does participation in the Plan provide any legal rights regarding my employment?**
The Plan does not provide any rights to employment or constitute a contract for employment. The purpose of the Summary Plan Description is to help you understand how the Plan operates and the benefits available to you under the Plan. The Plan document is the controlling legal document with respect to the operation of and rights granted under the Plan and if there are any inconsistencies between this Summary Plan Description and the Plan document, the Plan document will be followed.

**Can my creditors or other individuals request a payout from my Plan balance?**
Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that the College may distribute or reallocate
your benefits in response to a qualified domestic relations order. A qualified domestic relations order is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an ex-spouse or legally separated spouse. The College will review the order to ensure that it meets certain criteria before any money is paid from your account. You (or your beneficiary) may obtain, at no charge, a copy of the procedures the College will use for reviewing and qualifying domestic relations orders.

How do I file a claim?
To claim a benefit that you are entitled to under the Plan, you must file a written request with the College. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the College to conduct any necessary examinations and take the steps to evaluate the claim.

What if my claim is denied?
Except as described below, if your claim is denied, the College will provide you (or your beneficiary) with a written notice of the denial within 90 days of the date your claim was filed. This notice will give you the specific reasons for the denial, the specific provisions of the Plan upon which the denial is based, and an explanation of the procedures for appeal.

In the case of a claim for disability benefits, if the College is making a determination of whether you are Disabled, you will be notified of a denial of your claim within a reasonable amount of time, but not later than 45 days after the Plan receives your claim. The 45-day time period may be extended by the Plan for up to 30 days if the College determines that an extension is necessary due to matters beyond the control of the Plan. The College will notify you, before the end of the 45-day period, of the reason(s) for the extension and the date by which the Plan expects to make a decision regarding your claim.

If, before the end of the 30-day extension, the College determines that, due to matters beyond the control of the Plan, a decision regarding your claim cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that the College notifies you, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date as of which the Plan expects to make a decision. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

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 College will provide you with written or electronic notification if your claim is denied. The notification will provide the following:

i. The specific reason or reasons for the denial;

ii. Reference to the specific section of the Plan on which the denial is based;

iii. A description of any additional information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;

iv. A description of the Plan’s review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review; and

v. In the case of a Plan providing disability benefits, if the College used an internal rule or guideline in denying your claim, either 1) the specific rule or guideline, or a statement that the rule or guideline was relied upon in denying your claim, and that 2) a copy of the rule or guideline will be provided free of charge to you upon request.

**May I appeal the decision of the College?**

You or your beneficiary will have 60 days from the date you receive the notice of claim denial in which to appeal the College’s decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

However, in the case of a claim for disability benefits, if the College is deciding whether you are Disabled under the terms of the Plan, you will have at least 180 days following receipt of notification of a claim denial within which to appeal the College’s decision.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

If the claim is for disability benefits:
i. Your claim will be reviewed independent of your original claim and will be conducted by a fiduciary of the Plan other than the individual who denied your original claim or any of his or her employees.

ii. In deciding an appeal of a claim denial that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

iii. The College will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the claim denial was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her employees.

iv. You will be notified of the outcome of your appeal no later than 45 days after receipt of your request for the appeal, unless the College determines that special circumstances require an extension of time for processing the claim. If the College determines that an extension is required, written notice of the extension will be provided to you before the end of the initial 45-day period. The notice will identify the special circumstances requiring an extension and the date by which the Plan expects to make a decision regarding your claim.

The College will provide you with written or electronic notification of the final outcome of your claim. The notification will include:

i. 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;

ii. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA; and

iii. If the College used an internal rule or guideline in denying your claim, either 1) the specific rule or guideline, or a statement that the rule or guideline was relied upon in denying your claim, and 2) that a copy of the rule or guideline will be provided free of charge to you upon request.

If I need to take legal action with respect to the Plan, who is the agent for service of legal process?
The College is the agent to be served with legal papers regarding the Plan.
If the Plan terminates, does the federal government insure my benefits under the plan?
If the Plan terminates, you will be entitled to take your entire balance from the Plan following termination.

Benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation, the government agency that insures certain pension plan benefits upon plan termination.

What are my legal rights and protections with respect to the Plan?
As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following.

Receive Information About Your Plan and Benefits
1. Examine, without charge, at the College’s office and at other specified locations, such as worksites and union halls, all Plan documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

2. Obtain, upon request to the College, copies of documents governing the operations 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 (SPD). The College may charge a reasonable fee for the copies.

3. Receive a summary of the Plan’s annual financial report. The College is required by law to furnish each Participant with a copy of this Summary Annual Report.

4. Obtain, once a year, a statement of the total pension benefits accrued and the vested pension benefits (if any). The Plan may require a written request for this statement, but it must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries
In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the 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 the College, a 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 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 may 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 College 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 College. If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack there of 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 court may order the person you have sued to pay the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim is frivolous.

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

DEFINITIONS

Compensation – The definition of Compensation under the Plan can vary depending upon the purpose (e.g., allocations, nondiscrimination testing, tax deductions).

The Plan uses a definition of Compensation referred to as 415 safe harbor wages. In general, the amount of your wages or fees from professional services from the College which are included in your gross income will be considered Compensation under the Plan. Certain amounts reflected on your Form W-2 may not be included in Compensation under the Plan (e.g., amounts received in a sale of qualified or nonqualified stock options, distributions from deferred compensation plans, etc.). Compensation will include amounts that are not included in your taxable income that you deferred under this Plan, a cafeteria plan, a 457(b) deferred compensation plan, or transportation fringe benefits that you receive.
The definition of Compensation used under the Plan has been further adjusted to exclude the following amounts.

- Compensation classified by the College as short term disability, GTL, DP taxable, moving, taxable fringe, tuition, vehicle and cell phone.

- Amounts deemed to be compensation that relate to an automatic enrollment cafeteria plan where you fail to provide proof of insurance.

If you receive payments from the College within 2 ½ months after severing your employment, any regular pay for services you performed prior to severance will be included in Compensation. Other post-severance payments will affect your Compensation as described below.

- Unused accrued sick, vacation or other leave that you are entitled to cash out will be included in Compensation.

- Amounts received under a nonqualified unfunded deferred compensation program will be excluded from Compensation.

The measuring period for Compensation will be the Plan Year.

The maximum amount of Compensation that will be taken into account under the Plan is $245,000 (for 2010). This amount increases as the cost of living rises.

**Deferrals** – Deferrals are the dollars you choose to contribute to the Plan through payroll deduction on pre-tax basis.

**Disabled** – You will be considered Disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months.

**Hour of Service** – An Hour of Service, for purposes of determining Plan eligibility and eligibility to receive College Contributions, generally will be based on actual hours for which you are entitled to pay. However, if you are paid a fixed weekly or fixed monthly amount, Hours of Service will be credited at the rate of 45 hours per week or 190 hours per month, as applicable.

**Participant** – An employee of the College who has satisfied the eligibility requirements and entered the Plan is referred to as a Participant.

**Plan** – The Hamilton College 403(b) Retirement Plan is the Plan described in this Summary Plan Description.
**Plan Administrator** – The College is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, the College may appoint others (including investment vendors) to act on its behalf or to perform certain functions.

**Plan Year** – The calendar year will serve as the Plan Year.