Summary Plan Description

of the

ALBION COLLEGE
DEFINED CONTRIBUTION RETIREMENT PLAN

April 2010

TO OUR EMPLOYEES

Albion College established the **Albion College Defined Contribution Retirement Plan** ("Plan") so that you and other employees may save for retirement on a "tax-favored" basis and have additional income at retirement.

This document is called a "Summary Plan Description." Its purpose is to explain your rights under the amended and restated Plan. It is based upon the Plan provisions in effect on January 1, 2010. You should carefully read this Summary Plan Description and keep it for future reference.

This Summary Plan Description has been prepared as accurately as possible. It outlines the Plan, which is a complex and technical legal document. In the event of any difference between the Summary Plan Description and the Plan, the terms of the Plan will control.

If you have any questions regarding the Plan or this Summary Plan Description, you should contact the Human Resources Department.

ALBION COLLEGE

April 2010

TABLE OF CONTENTS

Page

Page

OVERVIEW OF THE PLAN

The Plan is a type of retirement plan known as a "Section 403(b)" plan. Three types of contributions may be made to the Plan:

- You may contribute part of your current compensation instead of receiving it in your paychecks. These contributions are called "pay deferral contributions."
- After you are credited with two years of service with the College, you must make mandatory salary reduction contributions to the Plan.
- The College will make matching contributions for you based upon the amount of your mandatory salary reduction contributions to the Plan.

Your pay deferrals, your mandatory salary reduction contributions and the matching contributions that the College makes for you are credited to accounts in your name. Any amounts you roll over to the Plan from another retirement plan are also credited to your accounts (see the "ROLLOVERS" section). Your accounts are invested with the other participants' accounts in one or more annuity contracts and/or custodial accounts made available by TIAA-CREF, the Plan's investment provider (see the "INVESTMENT OF YOUR ACCOUNTS" section).

Your benefit from the Plan is the amount credited to your accounts. When you leave the College and become eligible for benefit payments, you will receive the full amount owed to you from your accounts. The amount in your accounts will depend on the amount of your pay deferrals and mandatory contributions, the amount of the matching contribution the College makes on your behalf, and the investment performance or the investment return of the annuity contracts and/or custodial accounts in which your accounts are invested.

You will not be taxed on the contributions to the Plan, or on investment earnings credited to your accounts, until these amounts are actually distributed to you. You can further delay taxes by rolling over your distribution to a traditional IRA or another employer's eligible retirement plan. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

TIAA-CREF provides the investment funds for the Plan. The TIAA-CREF National Contact Center can be reached by calling 1-800-842-2776 or by accessing its website at www.tiaa-cref.org.

KEY DEFINITIONS TO ASSIST YOUR UNDERSTANDING OF THE PLAN

The Plan uses a number of terms to describe your rights and benefits. Here are some of the more important terms:

- **"Compensation"** means amounts paid to you through the College's payroll system. Different items of compensation are counted for each type of contribution made under the Plan. The description of each type of contribution contains an explanation of how compensation is defined for purposes of calculating the amount of that contribution.

- **"Hours of service"** are hours of employment with the College that are counted for purposes of when mandatory salary reduction contributions and matching contributions begin. An "hour of service" includes:

  - Each hour that you work and for which you are paid. Overtime hours are credited based on the number of hours actually worked, not the number of hours paid.

  - Vacations, holidays and other hours that you do not work but for which you receive pay. No more than 501 hours can be credited under this provision for a single continuous period of absence.

  - Each hour for which you receive back pay. You will not receive credit for more than 501 hours for a time period that you would not have been scheduled to work.

  - Each hour of work you miss as a result of military service, provided you return to the College while your rehire rights are protected by law.

  - Hours of service for employees classified by the College as part-time salaried employees are determined on an "equivalency based on earnings" method. Part-time salaried employees should contact the Human Resources Department for more information.

  - Because the College does not maintain a record of the number of hours worked by employees classified as coaches, an employee classified as a coach will be credited with 190 hours of service for each month during which the employee would otherwise be credited with at least one hour of service.

  - Because the College does not maintain a record of the number of hours worked by adjunct faculty members, each adjunct faculty member will be credited with 250 hours of service for each compensable unit the adjunct faculty member works during the applicable computation period. Adjunct faculty members should contact the Human Resources Department for more information.

- **"Investment vehicles"** are the annuity contracts and custodial accounts made available by TIAA-CREF.

- **"Mandatory salary reduction contributions"** are salary reduction contributions to the Plan that are deducted from participants' compensation each payroll period on a pre-tax basis. If you are employed in a job classification that is required to make mandatory salary reduction contributions, you must make mandatory contributions as a condition of your employment with the College after you have been credited with two years of participation service with the College.

- **"Pay deferrals"** are voluntary contributions to the Plan that you make from your compensation on a pre-tax basis. These contributions are sometimes called "403(b) contributions." You are not required to make pay deferral contributions.

- **"Plan year"** is the fiscal year of the Plan, which is January 1 through December 31.

- **"Total disability"** means you have a permanent inability to engage in any substantial gainful activity due to a physical or mental condition that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. A physician selected by the plan administrator will determine whether you have a total disability.

- "**Years of Participation Service"** are the number of years of employment used to determine when eligible employees begin to make mandatory salary reduction contributions and receive College matching contributions. The calculation of years of participation service is described in the "Year of Participation Service" subsection below.

PARTICIPATION REQUIREMENTS

Different participation requirements apply to each portion of the Plan as described below.

Pay Deferral Contributions

All employees of the College are eligible to participate in the pay deferral contribution portion of the Plan except employees who are enrolled in three or more units per semester and whose predominant role with the College is that of a student.

If you are an eligible employee, you may begin to make pay deferral contributions on your first day of work in an eligible job classification.

Mandatory Salary Reduction Contributions

All employees of the College must make mandatory salary reduction contributions except as follows:

- Any employee who is enrolled in three or more units per semester and whose predominant role with the College is that of a student does not make mandatory salary reduction contributions.

- Any employee who is classified by the College as an intern, as a non-union hourly employee, or who is in an interim position created for a specific period of time that does not exceed 12 months does not make mandatory salary reduction contributions.

Employees in a job classification that is required to make mandatory salary reduction contributions will begin to make those contributions as of the first payroll period after being credited with two "years of participation service" with the College.

Matching Contributions

All employees of the College who make mandatory salary reduction contributions receive matching contributions with respect to their mandatory salary reduction contributions. The College begins to make its matching contributions when an eligible employee begins to make mandatory salary reduction contributions.

Year of Participation Service

As explained above, eligible employees begin to make mandatory salary reduction contributions and receive matching contributions after being credited with two years of participation service.

General Rule

You are credited with one year of participation service at the end of each 12-consecutive-month period beginning on your date of hire or an anniversary of your date of hire during which you are credited with at least 1,000 hours of service.

Credit for Service with Prior Employers

You may also be credited with one or more years of participation service for your service with a prior employer.

Who Receives Credit for Prior Employer Service?

You will receive credit for service with a prior employer in the following circumstances:

- Your date of hire is on or after July 1, 2009;
- You are not a member of the union;
- Your prior employment was with an employer that is legally able to sponsor a Section 403(b) plan, such as another educational institution, (a "Section 403(b) organization");

- Your prior employment with the Section 403(b) organization ended not more than 24 months before your date of hire with the College; and

- Your job duties with your prior employer were not substantially similar to the duties of employees of the College who are adjunct faculty members, assistant coaches, interns and/or non-hourly employees.

Credit for Service with Multiple Prior Employers

If you previously worked for more than one Section 403(b) organization, you will receive credit for your service with each those organizations, provided:

- You were employed by the Section 403(b) organization within the 24-consecutive-month period immediately preceding your date of hire with the College; and

- You were immediately employed by the subsequent Section 403(b) organization after leaving the first Section 403(b) organization (i.e., there was no gap in employment).

How Service with a Prior Employer is Calculated

If you receive credit for service with a prior employer under these rules, you are credited with service from your date of hire with the Section 403(b) organization to the date your employment with the Section 403(b) organization terminated. These dates are determined based on the information you provided in your application for employment with the College. Your actual hours of service with the prior employer are not reviewed.

Special Rule if You Have Less than Two Years of Prior Employer Service

If you are credited with less than two full years of participation service with one or more prior employers as of your date of hire, your service with the College will be added to your service with your prior employer(s) to determine when you have earned two years of participation service.

In this situation, you will be credited with a year of participation service for each 12-consecutive-month period you are employed by the College, beginning on your hire date. For periods of less than 12 months, you will be credited with $^{1}/_{12}$ of a year for each full 30-day period you are employed by the College. Your hours of service with the College will not be tracked.

PAY DEFERRAL CONTRIBUTIONS

General Rules

You may begin to make pay deferral contributions at any time after you become employed in an eligible job classification. To make pay deferral contributions, you must complete a salary reduction agreement with the College and return it to the Human Resources Department. The Human Resources Department has the necessary form. Your salary reduction agreement will be implemented as soon as administratively feasible after it is received.

Your pay deferrals are subtracted from your paycheck each payday and sent to TIAA-CREF, which credits them to your "pay deferral account." If you receive a bonus, you may make a separate election to contribute all or part of your bonus to the Plan as a pay deferral contribution.

Your "compensation" from which you can make pay deferral contributions includes your base salary, hourly wages, stipends, overload pay and paid time off, including short-term disability salary continuation benefits (provided to salaried employees only). But you may <u>not</u> make voluntary pay deferral contributions from the following amounts:

- Any short-term disability benefits you receive through a third-party insurance carrier.
- Any long-term disability benefits you receive.
- Reimbursements and expense allowances, fringe benefits, moving expenses and welfare benefits.
- Severance pay.
- Any workers compensation benefit you receive.

Changing Your Election

You may change your pay deferral election at any time. The change may relate to the amount of your contribution, or you may elect to stop pay deferrals completely. If you elect to stop pay deferrals completely, you may resume pay deferrals at any time by completing a new salary reduction agreement.

You should notify the Human Resources Department to change or stop your pay deferrals. Your new election will be implemented as soon as administratively feasible after it is received.

Benefits of Voluntary Deferring Compensation Under the Plan

The benefits of deferring compensation under the Plan are as follows:

- Your pay deferral contributions are <u>not</u> subject to current income taxes. As a result, your current taxable income will be reduced.

- The amount contributed to the Plan is invested on a tax-deferred basis. This means you will not pay income tax on the investment earnings that are added to your account. You will pay income taxes on investment earnings only when you receive your benefits from the Plan. As a result, this tax deferral permits a much more rapid accumulation of funds for your retirement.

- You may be eligible for a tax credit of between 10% and 50% of your contribution if your adjusted gross income is less than $55,500 (if you are married) or $27,750 (if you are unmarried). The maximum contribution eligible for the credit is $2,000. You should consult with your tax adviser to determine if you are eligible for the credit and the amount of the credit. If you are eligible for the maximum credit, your $2,000 contribution could entitle you to a tax credit of $1,000 in addition to a $2,000 reduction in your taxable income.

Dollar Limit on Pay Deferrals

Federal law limits the amount of your pay deferral contributions in a calendar year. The dollar limit for 2010 is ***$16,500***. This amount may be adjusted after 2010 for increases in the cost of living.

The dollar limit for a calendar year may be increased by “catch-up” contributions as follows:

Age 50 Catch-Up Pay Deferral Contributions

If you are at least age 50 by the end of a calendar year, you may make “age 50” catch-up pay deferral contributions during that calendar year. The dollar limit for the age 50 catch-up pay deferral contributions for 2010 is ***$5,500***. This amount may be adjusted after 2010 for increases in the cost of living.

Therefore, if you are at least age 50 by the end of 2010, you may make pay deferral contributions during 2010 in an amount up to $22,000 ($16,500 + $5,500).

Special Catch-Up Election for Longer-Service Employees

If you have completed at least 15 years of service with the College, you may be able to make additional, “longer-service” catch-up pay deferral contributions during the calendar year.

The amount of longer-service catch-up contributions you may make for a calendar year is determined under a formula that takes your prior pay deferral contributions to the Plan into account. When this formula is applied, it is possible that you will not be eligible to make any longer-service catch-up pay deferral contributions.

Under this formula, the maximum amount of additional pay deferral contributions you may make for any calendar year is the lesser of:

- $3,000;
- $15,000 minus the total pay deferral contributions made under this special election in all prior calendar years; or
- $5,000 multiplied by your years of service with the College, minus your total pay deferral contributions to the Plan in all prior years, but excluding any age 50 catch-up pay deferral contributions.

You should contact TIAA-CREF for assistance in calculating the amount of additional contributions you may make for a calendar year, if any, under this provision.

If you have attained age 50 and are also eligible to make contributions under the longer-service pay deferral catch-up provision, you may make both the longer-service catch-up pay deferral contributions and the age 50 catch-up pay deferral contributions. Therefore, if you are at least age 50 by the end of 2010 and you have at least 15 years of service with the College, you may be able to make pay deferral contributions in an amount up to $25,000 in 2010 ($16,500 + $3,000 +$5,500).

Coordination of Catch-Up Contributions

If you have attained age 50 and are also eligible to make contributions under the longer-service catch-up pay deferral provision, IRS rules require that you are first treated as making catch-up pay deferral contributions under the longer-service provision before making any age 50 catch-up pay deferral contributions. You may not elect to make only age 50 catch-up pay deferral contributions and wait to make longer-service catch-up pay deferral contributions in a later year.

Therefore, if you are at least age 50 by the end of 2010, have at least 15 years of service with the College, and elect to make $5,500 in catch-up pay deferral contributions in 2010, you will be treated as making up to $3,000 in longer-service catch-up pay deferral contributions and $2,500 in age 50 catch-up pay deferral contributions.

If your pay deferrals exceed the dollar limit in one calendar year (January 1 through December 31), the excess amount will be included in your taxable income for the year of the deferral. The excess amount will also be taxed again in the year it is distributed to you if it is not withdrawn by April 15 of the following year. To receive a distribution before April 15, your distribution request must be made by March 1.

The College and TIAA-CREF will attempt to prevent your pay deferral contributions to the Plan from exceeding the dollar limit. But if you also participate in another tax-deferred savings plan sponsored by another employer (such as another 403(b) tax-sheltered annuity or a 401(k) plan), the dollar limit applies to your total pay deferral contributions to these plans. You will need to monitor the total contributions if you make pay deferral contributions to more than one plan.

MANDATORY SALARY REDUCTION CONTRIBUTIONS

As a condition of employment with the College, certain employees must make mandatory employee salary reduction contributions to the Plan after being credited with two years of participation service. See the "PARTICIPATION REQUIREMENTS" section for information regarding which employees must make mandatory salary reduction contributions.

If you make mandatory salary reduction contributions, your mandatory salary reduction contribution will be equal to a percentage of your compensation during each payroll period. The amount of your mandatory salary reduction contribution depends on your job classification:

Job Classification	Mandatory Contribution Amount
Faculty (other than adjuncts)	6% of compensation
Full-time administrative employees	6% of compensation
Adjunct faculty members	1% of compensation
Part-time salaried employees and assistant coaches	1% of compensation
Union employees	The percentage of compensation required under the current Collective Bargaining Agreement

Your "compensation" on which the amount of your mandatory salary reduction contributions is based includes the following amounts paid to you after you are credited with two years of participation service:

- Your base salary or your hourly wages, including overtime, sick pay and vacation pay.
- Your voluntary pay deferral contributions to the Plan.
- Salary continuation short-term disability benefits (provided to salaried employees only).

But the following amounts are <u>not</u> included for purposes of determining the amount of your mandatory salary reduction contributions:

- Any bonus you receive.
- Any pay you receive during an approved, paid leave of absence other than sick and vacation pay.
- Overload pay.
- Any short-term disability benefits you receive through a third-party insurance carrier.
- Any long-term disability benefits you receive.
- Stipends.
- Reimbursements and expense allowances, fringe benefits, moving expenses and welfare benefits.
- Your pay reduction contributions to the College's Section 125 Cafeteria Plan.
- Severance pay (except for amounts paid under the 2010 Early Retirement Incentive Plan for Faculty and Librarians and similarly designed buyout plans).
- Any workers' compensation benefits you receive.

Your mandatory employee salary reduction contributions are credited to your "mandatory contribution account."

MATCHING CONTRIBUTIONS

After you begin to make mandatory salary reduction contributions, each pay period the College will make "matching" contributions for you based upon the amount of your mandatory salary reduction contributions.

The amount of the College's matching contribution varies based on job classification:

Job Classification	Matching Contribution
Faculty (other than adjuncts)	6.3% on the first $15,700 of compensation and 12% of the remainder of compensation
Full-time administrative employees	6.3% on the first $15,700 of compensation and 12% of the remainder of compensation
Adjunct faculty members	6% of compensation

Part-time salaried employees and assistant coaches	6% of compensation
Union employees	The percentage of compensation set forth in the current Collective Bargaining Agreement

Your "compensation" for purposes of calculating your matching contributions is the same as your compensation for purposes of making mandatory salary reduction contributions except that your pay reduction contributions to the College's Section 125 Cafeteria Plan are <u>included</u> in your compensation for purposes of calculating the amount of matching contributions made for you.

Matching contributions made for you are credited to your "matching contribution account."

ROLLOVERS

If you are a participant and are actively employed by the College, you may roll over to the Plan certain distributions from a former employer's retirement plan. The former employer's plan could be another Section 403(b) tax-sheltered annuity, a qualified plan (such as a 401(k) plan), or a Section 457 deferred compensation plan maintained by a governmental entity. You also may be eligible to roll over amounts received from a traditional IRA. But no rollovers of after-tax contributions, Roth 403(b) contributions and Roth 401(k) contributions are permitted.

Rollovers are permitted in three situations:

- If you are eligible to receive an "eligible rollover distribution" from a former employer's plan, you may elect a "direct rollover" of the distribution to the Plan.

- If you receive an "eligible rollover distribution" from a former employer's plan, you may be eligible to roll over that distribution to the Plan. A distribution from another retirement plan may be rolled over only if TIAA-CREF receives the rollover within 60 days after you receive the distribution.

- If you receive a distribution from a traditional IRA, you may be eligible to roll over that distribution to the Plan. A distribution from a traditional IRA may be rolled over only if TIAA-CREF receives the rollover within 60 days after you receive the distribution.

Any amount you roll over is credited to your "rollover account."

VESTED INTEREST IN YOUR ACCOUNTS

You are always fully vested in the amount credited to your accounts. This means that you will receive the full amount credited to your accounts, regardless of the reason or time that you leave the College.

INVESTMENT OF YOUR ACCOUNTS

You may direct the investment of your accounts in different investment options made available under the Plan by TIAA-CREF. These investment options may periodically change. TIAA-CREF will inform you of the investment options that are currently available and the procedures to make and change your investment election. You may not invest your accounts under the Plan with an investment company other than TIAA-CREF.

You may change your investment election at any time as provided under TIAA-CREF's procedures.

You should contact TIAA-CREF to change your investment elections. The TIAA-CREF National Contact Center can be reached by calling 1-800-842-2776 or by accessing its website at www.tiaa-cref.org.

If you do not make an investment election, your accounts will be invested in a default investment fund. The default investment fund is a conservative combination of several investment funds available under the Plan. The combination of funds that applies to you will depend on your age.

Before making any investment elections, you should carefully review each investment fund's goals, performance, charges and expenses and other information in the fund's prospectus or other summary. This information is available by contacting TIAA-CREF or accessing its website.

The Plan is intended to constitute a retirement plan under Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Title 29 of the Code of Federal Regulations (Section 2550.404c-1). As a result, the fiduciaries of the Plan (the persons who are responsible for the operation of the Plan) may be relieved from liability for any losses that are the result of your investment election. See APPENDIX A for more information regarding Section 404(c) of ERISA.

VALUATION AND ADJUSTMENT OF YOUR ACCOUNTS

The value of your accounts is the total of your investments in each of your investment vehicles. The following events will change the value of your accounts:

Contributions

Any contributions or rollovers made on your behalf are added to your accounts.

Distributions

If a distribution is made to you (as explained below), the account from which it is made is reduced by the amount of the distribution.

Investment Results

The investment funds within your investment vehicles change in value every day the national securities exchanges are open for trading. As a result, the total value of your accounts also changes that often. ***The investments in your investment vehicles may increase or decrease in value.*** If your active participation in the Plan ends, your accounts will still be adjusted for investment results until you receive the final distribution from your accounts.

Fees and Expenses

Under federal law, certain Plan expenses may be charged to your accounts. The primary fee charged to your accounts is the "asset" charge relating to the investment funds within your investment vehicles. The asset charge is "netted" against the return of the investment fund. The amount of the asset charge is not separately shown on any statement provided to you. If you want information regarding the asset charge for a specific investment fund, it is available in the information regarding the investment funds provided by TIAA-CREF.

Your accounts may also be charged for certain specific "transactions" relating to your accounts (for example, distributions and loans). The amount of the fee is subtracted from your accounts. Here is a list of some situations in which a transaction fee may be charged to your accounts:

Distribution from Your Accounts

Distribution of your accounts in a single sum or partial payments upon termination of employment, retirement or death or as a result of an in-service distribution or required minimum distribution. This includes preparation of required notices and elections, distribution check or transfer of funds by direct rollover, as appropriate, and tax reporting forms.

Installment Distribution

Distribution of your accounts in installments, including preparation of periodic required notices and elections, distribution checks and additional calculation of distribution amounts if necessary, and tax reporting forms.

Annuity Purchase

One-time fee for the establishment of an annuity.

QDRO

Upon divorce, qualified domestic relations order ("QDRO") review and processing, including notices to parties and preparation of QDRO distribution check. The Plan may charge your accounts for actual legal expenses and costs if the plan administrator consults with legal counsel regarding the qualified status of the QDRO.

Loans

Loan processing fee, including document preparation.

Adjustment Charge

Charges for certain non-standard processing, for example, the reissuance of a check.

Information regarding the current charges for these transactions is available from TIAA-CREF.

You will receive a periodic statement from TIAA-CREF that will state the value of your interest in each investment vehicle and the value of each investment held in your investment vehicle(s). It will also state the total value of your accounts.

You may also review your current account balances by accessing TIAA-CREF's website at www.tiaa-cref.org.

WHEN BENEFITS ARE DISTRIBUTED

General Rule

You may receive your benefits from the Plan when you stop working for the College. But, if permitted under the terms of your investment vehicles, in limited situations, you may withdraw funds from your accounts while you are working for the College (see below).

Special Rule for Military Leaves of Absence

If you are a military reservist and are called to active duty for a period of at least 31 days, you may withdraw amounts from your pay deferral account while on active duty, provided the withdrawal is permitted under the terms of your investment vehicle(s). If you make a withdrawal in this situation and your call to active duty is for a period of less than 180 days you may not make pay deferral contributions to the Plan during the six-month period beginning on the date of the withdrawal. To resume making pay deferral contributions when the six-month suspension ends you must complete a new salary reduction agreement.

WITHDRAWALS DURING EMPLOYMENT

Federal law limits your opportunity to withdraw funds from the Plan while you are working for the College. Withdrawals are generally permitted in only two situations:

- If you have reached age 59½, you may withdraw funds from any of your accounts.

- If you have a financial hardship, you may withdraw funds from any of your accounts.

If you are married, you will not be allowed to withdraw funds from your accounts unless your spouse consents to the withdrawal within 180 days before the withdrawal occurs. TIAA-CREF will provide you with the necessary spousal consent forms.

To request a distribution of benefits while working for the College, you should contact TIAA-CREF.

The next two sections describe in more detail the rules regarding withdrawals while working for the College.

WITHDRAWALS AFTER YOU REACH AGE 59½

If permitted under the investment vehicle(s) in which your accounts are invested, after you reach age 59½, you may withdraw funds from your accounts even though you are still working for the College. TIAA-CREF may periodically establish rules regarding the frequency of withdrawals and the minimum amount of withdrawals under this section. A withdrawal under this section will also require authorization by the College.

Any amount you withdraw is subject to income tax, but is not subject to a 10% excise tax. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

FINANCIAL HARDSHIP WITHDRAWALS

Reasons for Hardship Withdrawals

If permitted under the investment vehicle(s) in which your accounts are invested, you may withdraw funds from your accounts if you have a financial hardship while working for the College. You will be considered to have a hardship only if you have one or more of the following financial needs:

- Uninsured medical expenses previously incurred by you, your spouse or your dependents, or expenses necessary for these persons to obtain medical care.

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

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

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

- Burial or funeral expenses that you must pay because of the death of your parent, spouse, child or dependent.

- The cost to repair damage to your personal residence caused by a "casualty" (as defined in the Internal Revenue Code), such as a flood or tornado.

A withdrawal under this section will also require authorization by the College.

Additional Requirements for Hardship Withdrawals

Even if you have one of these financial needs, you may receive a financial hardship withdrawal only if the following additional requirements are satisfied:

- You have obtained all available distributions and loans from the Plan and any other retirement plan of the College in which you are a participant.

- You suspend pay deferral contributions to the Plan for at least six months after the withdrawal. (You may resume making pay deferral contributions at any time after the suspension period. You should complete a new salary reduction agreement to resume pay deferral contributions.)

You may be required to pay a processing fee when you obtain a hardship withdrawal. You will be notified of the fee amount when you apply for the withdrawal. The fee will automatically be deducted from your accounts.

Amount of Your Hardship Withdrawal

Assuming you satisfy all these requirements, you may receive a hardship withdrawal. The amount of your withdrawal may not exceed either of the following limits:

- The amount you need to satisfy your financial need. Your financial need includes the amount necessary to pay any income taxes or excise taxes relating to the withdrawal.

- For amounts invested in a custodial account, the amount of your pay deferrals, plus any related investment earnings which were credited to your pay deferral account before 1989. However, investment earnings credited to your accounts, your mandatory salary reduction contributions, and the College's matching contributions for you, may not be withdrawn from a custodial account.

Tax on Hardship Withdrawal

Any amount that you withdraw is generally subject to income tax and may also be subject to a 10% excise tax. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

DISTRIBUTION OF BENEFITS UPON TERMINATION OF EMPLOYMENT

You are entitled to your current account balance if you leave the College for any reason other than your death.

When you become entitled to a distribution of benefits, you have the option of requesting a distribution or maintaining your accounts in the Plan. Your benefit will be paid as soon as administratively feasible after you request the distribution. But federal law requires you to receive (or begin to receive) your benefit by the April 1 after the calendar year in which you attain age 70½. (Exception: This does not apply if you elected during 1983 to delay a distribution of benefits until you retire.)

The amount distributed will be the amount realized from converting any annuity contracts in which you invested to pay status and/or from selling the investment funds held in your investment vehicle(s). The distribution will also include the amount of any contribution made by you or on your behalf after your interest in the investment funds is sold.

The amount distributed is subject to income tax and may also be subject to a 10% excise tax. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

You should contact TIAA-CREF to request a distribution.

FORM OF DISTRIBUTION OF BENEFITS

Automatic Forms of Distribution

Unless you elect an alternative form of payment, the Plan provides for the following "automatic" forms of distribution:

- If you are married when your benefits begin, the amount in your accounts will be used to purchase a "joint and survivor annuity" from TIAA-CREF. This form of benefit pays a monthly benefit to you for your life, and after your death, 50% of your benefit to your surviving spouse for his or her life.

- If you are unmarried, the amount in your accounts will be used to purchase a "single life annuity" from TIAA-CREF. This form of benefit pays a monthly benefit to you for your life. No benefits are paid after your death.

Waiver of Automatic Forms of Distribution

You may waive the automatic form of distribution and elect an alternative form of benefit payment. However, if you are married, your election of an alternative form is effective only if your spouse consents in writing to the waiver of the joint and survivor annuity within 180 days before your benefit payments begin. Your spouse's consent must be witnessed by a plan representative or by a notary public.

Alternative Forms of Distribution

If you (and your spouse, if you are married) waive the automatic form of payment, you may elect to receive payment in any form permitted under the investment vehicles in which your accounts are invested. These forms of payment may include some or all of the following forms of payment:

- A single lump sum payment.
- Payments in roughly equal annual or monthly installments for a specific number of years.
- An annuity that pays in installments over a fixed period of time. The specific period for which the payments will last cannot exceed either your life expectancy or the joint life expectancy of you and your beneficiary.

You should contact TIAA-CREF for information regarding the alternative forms of payment that are available to you.

DISTRIBUTION OF BENEFITS UPON DEATH

If you die, the amount credited to your accounts will be paid to your designated beneficiary in one of the methods described in the preceding section.

Designation of Beneficiary

You may appoint one or more beneficiaries by completing and returning a beneficiary designation form to TIAA-CREF. You may change your beneficiary at any time before your death by completing a new beneficiary designation form and returning it to TIAA-CREF. If you have not named a beneficiary or your beneficiary predeceases you, payment will be made according to the default beneficiary rules in your investment vehicle(s).

If you are married when you die, your spouse will be your sole primary beneficiary regardless of whom you have named in your beneficiary designation form. The only exception to this rule is if your spouse has previously given written consent to your naming a different or additional beneficiary. Your spouse's consent must be witnessed by a plan representative or by a notary public and will only apply to the specific beneficiary named in the consent.

If you designate your spouse as your beneficiary and you subsequently divorce, your prior designation of your spouse as your beneficiary will be automatically revoked upon your divorce. If you do not designate a new beneficiary before your death, payment will be made according to the default beneficiary rules in your investment vehicle(s).

Death Before Benefit Payments Begin

If you die before you have begun receiving your benefits, the amount in your accounts will be distributed to your designated beneficiary in one of the following two methods:

- If you are married, the amount in your accounts will be used to purchase a preretirement survivor annuity for your surviving spouse. The annuity will pay a monthly benefit to your spouse until his or her death. This form of death benefit is automatic unless you and your spouse waive it.

  You may waive the annuity form of death benefit any time after the beginning of the plan year in which you reach age 35 and elect an alternative form of distribution of your benefits and/or an alternative or additional beneficiary. In order for your waiver to be valid, it must also be signed by your spouse. Your spouse's signature must be witnessed by a plan representative or by a notary public. You may revoke this waiver at any time.

- The amount in your accounts will be paid in one of the alternative forms of distribution described in the "FORM OF DISTRIBUTION OF BENEFITS" section to the beneficiary you have named if either you have no surviving spouse or you and your spouse waive the annuity form of death benefit.

Your beneficiary may also have the option of maintaining your benefit in the Plan for a period of time. Your beneficiary should contact TIAA-CREF to request payment of benefits or ask about maintaining your benefit in the Plan.

Death After Benefit Payments Begin

If you die while receiving your benefits in the form of installment payments (see the "FORM OF DISTRIBUTION OF BENEFITS" section), payments will continue to your beneficiary according to the same schedule of installment payments until the amount in your accounts has been completely distributed. Your beneficiary may instead choose to receive the remaining benefits in a single lump sum distribution.

Tax on Distribution

The amount distributed to your beneficiary is subject to income tax, but is not subject to a 10% excise tax. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS

This section contains a general description of the tax rules that apply to benefit distributions from the Plan. This description is not intended as tax advice. You should consult your tax adviser for specific information regarding the tax rules that apply to you.

Income Tax on All Distributions

All distributions from the Plan are taxable income unless you elect to roll over the distribution. Also, most distributions from the Plan are subject to 20% income tax withholding unless you make a direct rollover of your distribution to an IRA or another eligible retirement plan.

After you become eligible to receive a distribution of benefits, TIAA-CREF will provide you with more detailed information concerning the 20% income tax withholding requirements and the mechanics of a direct rollover.

Excise Tax on Certain Early Distributions

If you receive a distribution from the Plan before age 59½, federal law imposes an excise tax equal to 10% of the taxable portion of the distribution in addition to regular income tax. The 10% excise tax is imposed unless one of the following exceptions applies:

- The distribution is rolled over to an IRA or another employer's eligible retirement plan as a direct rollover or the distribution is rolled over within 60 days after you receive it.

- The distribution is made as a result of your termination of employment after reaching at least age 55.

- You are a military reservist and the distribution is made as a result of your call to active military duty for a period of at least 180 days.

- The distribution is made as a result of your death or total disability.

- The distribution is used to pay deductible medical expenses (medical expenses which exceed 7½% of your adjusted gross income).

- The distribution is made under a qualified domestic relations order.

- The distribution consists of excess pay deferral amounts (see the "PAY DEFERRAL CONTRIBUTIONS" section).

- The distribution is made by purchasing an annuity for your life or the lives of you and your spouse.

LOANS FROM THE PLAN

You may borrow from your accounts in certain circumstances. The following conditions apply to loans from your accounts:

- ***To request a loan, you should contact TIAA-CREF.***
- The loan may not exceed the smaller of:
  - 50% of your account balance, reduced by the outstanding balance of any other loan; or
  - $50,000 reduced by your largest loan balance outstanding in the previous 12 months.
- You may select the repayment period for the loan, but the loan must be repaid within five years unless the loan is for the purpose of buying or constructing your home.
- Your loan must be secured. It may be secured by 50% of the amount credited to your accounts. If you are married, your spouse must consent in writing to the use of your accounts as security.
- Interest will accrue on the principal balance of the loan at a reasonable rate as determined by TIAA-CREF. The interest rate does not change during the term of the loan, unless you enter military service (see the "REEMPLOYMENT AFTER QUALIFIED MILITARY SERVICE" section for more information). Any interest you pay is added to your accounts.
- If you terminate employment with the College, the remaining balance of the loan will be reamortized. You must repay the remaining balance of the loan in monthly installments. If the loan is not timely repaid, the remaining balance of the loan will be treated as a taxable distribution and IRS Form 1099-R will be issued.
- You may be required to pay a loan application fee and an annual loan administration fee. You will be notified of the fee amounts. The fees will automatically be deducted from your accounts.

APPEAL PROCEDURE

You must file an application with TIAA-CREF to receive your benefits from the Plan. If your application is denied, in whole or in part, TIAA-CREF will give you written notice of the denial within 90 days after your claim is received, unless special circumstances require more time for processing the claim. If more processing time is required, TIAA-CREF will give you written notice of the extension before the initial 90-day period is completed. The extension will not be longer than 90 days from the end of the initial period.

You may make a written request to the plan administrator for a review of your denial. Your written request must be made within 60 days after the mailing date of your notice of denial or the date you receive your first benefit payment, whichever applies. You must refer to the Plan provisions on which your request is based and state the facts you believe justify a reversal or modification of TIAA-CREF's decision.

You may examine pertinent documents and submit pertinent issues in writing. You may have an authorized representative act for you in requesting a review. The plan administrator will review the decision denying benefits within 60 days after receiving your written request.

Special rules apply if you apply for a benefit under the Plan due to your total disability and your application is denied These rules provide a longer period of time to appeal a denial of benefits (180 days instead of 60 days). Also, if you file an appeal, TIAA-CREF has a shorter period of time to respond (45 days instead of 90 days). More information regarding these special rules is available upon request.

LEGAL ACTIONS

You may not bring legal action to recover benefits under the Plan until:

- You submit an application for benefits to TIAA-CREF in accordance with the Plan;
- You are provided with a written notice denying the claim, in whole or in part;
- You exhaust the appeal procedure above; and
- You exhaust all other appeals and remedies available under the Plan.

No legal action may be brought more than two years after the date you are provided with a written notice denying your application for benefits. If benefits are paid to you under the Plan and then subsequently terminated, in whole or in part, the termination will be treated as a written notice denying the claim for purposes of this section.

REEMPLOYMENT AFTER TERMINATION OF EMPLOYMENT

If you leave the College and are later reemployed by the College, the following rules apply to you:

- If you were a participant in the Plan, purposes of mandatory salary reduction contributions and matching contributions, you are eligible to participate again as of your date of reemployment.

- If you were not a participant, for purposes of mandatory and matching contributions, your prior service may count in determining when you become eligible to participate in the Plan for purposes of making those contributions, depending on how long you were gone from the College.

REEMPLOYMENT AFTER QUALIFIED MILITARY SERVICE

You have special rights if you leave the College to perform qualified military service and are reemployed by the College while your rehire rights are protected by federal law. Qualified military service includes service with the U.S. Armed Forces, the Army National Guard and the Air National Guard when on active duty for training, inactive duty training, or full-time Guard duty. Your special rights include the following:

- If you failed to make pay deferral contributions while engaged in qualified military service, you have a limited amount of time to make up those contributions. This limited time period extends until the earlier of five years from the date you are reemployed after performing qualified military service or the end of the period after reemployment that equals three times the period of qualified military service.

- You may choose to make up the mandatory salary reduction contributions that were missed while you were engaged in qualified military service. If you want to do so, you have a limited amount of time to make up those contributions. This limited time period extends until the earlier of five years form the date you are reemployed after performing qualified military service or the end of the period after reemployment that equals three times the period of qualified military service.

- The College will make matching contributions on any mandatory salary reduction contributions you make for the period of qualified military service if it made matching contributions for other similarly-situated participants during your period of qualified military service. The College will make these matching contributions as soon as administratively feasible after you make up the mandatory salary reduction contributions.

- If you enter military service, the interest rate on any loan you received from the Plan will be reduced to 6% per year during your period of qualified military service. The interest in excess of 6% per year is forgiven. To receive this adjusted interest rate, you must provide a copy of your military orders to the plan administrator within 180 days after leaving military service.

ASSIGNMENT OF BENEFITS/QUALIFIED DOMESTIC RELATIONS ORDER

Except pursuant to a qualified domestic relations order ("QDRO") (see below), your benefits in the Plan may not be assigned. Further, except for the IRS, no one may impose a lien on your Plan benefits.

If you become divorced, a portion of your benefits under the Plan may be assigned to your former spouse under the terms of a QDRO. A QDRO is a court order that usually relates to a property settlement in a divorce.

The QDRO must satisfy certain legal requirements before it may be honored by the plan administrator. You may want to have the QDRO approved by TIAA-CREF before it is entered with the court. You should contact TIAA-CREF's National Contact Center at 1-800-842-2776 for additional QDRO information.

If you become divorced, your prior designation of your spouse as your beneficiary is automatically revoked unless provided otherwise in a QDRO. See the "Designation of Beneficiary" subsection for more information.

BENEFITS ARE NOT INSURED

The Plan is not insured by the Pension Benefit Guaranty Corporation, a federal insurance agency, because Plan benefits are determined solely by the amount in your accounts and are not eligible for this insurance.

ADMINISTRATION

The College is the plan administrator. The plan administrator is charged with the administration of the Plan. The plan administrator has the discretionary authority to decide all questions of eligibility for participation and eligibility for benefit payments and to determine the amount and manner of payment of benefits. The plan administrator will exercise its discretionary authority in a uniform and consistent manner, based upon the objective criteria set forth in the Plan. Further, the plan administrator has the discretionary authority to interpret the terms of the Plan.

However, because TIAA-CREF establishes the funding vehicles in which a participant's accounts are invested, many of the plan administrator's responsibilities have been delegated to TIAA-CREF.

TERMINATION OR AMENDMENT OF THE PLAN

The College intends to continue the Plan indefinitely, but reserves the right to amend or terminate the Plan at any time. But because the Plan was established for the exclusive benefit of the College's employees and their beneficiaries, the Plan's termination or amendment cannot subtract from your accounts as they exist when the amendment or termination occurs.

You will remain 100% vested in your accounts if you are employed by the College when the Plan is terminated. After paying the expenses of terminating the Plan, the remaining amounts in the Plan will be distributed to you and the other participants.

YOUR RIGHTS AS A PARTICIPANT

As a participant in the **Albion College Deferred Contribution Retirement Plan**, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”).

Plan Information and Benefits

ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the plan administrator’s office and at other specified locations, all Plan documents, including summary plan descriptions, insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the plan administrator, copies of all Plan documents, including insurance contracts, copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The plan administrator may make a reasonable charge for the copies.

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

- Obtain a statement of your accounts under the Plan. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan administrator must provide the statement free of charge.

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, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

Enforcement of Rights

If your claim for benefits under the Plan 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 limits. See the "APPEAL PROCEDURE" and "LEGAL ACTIONS" sections for further information.

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

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Human Resources Office. If you have any questions about this statement ("YOUR RIGHTS AS A PARTICIPANT") or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, 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 at 1-866-444-3272 or accessing its website at www.dol.gov/ebsa.

OTHER BASIC INFORMATION ABOUT THE PLAN

Name of Plan:	Albion College Defined Contribution Retirement Plan
Name, Address and Telephone Number of Plan Sponsor:	Albion College 611 East Porter Street Albion, MI 49224 (517) 629-0289
Plan Sponsor's Identification Number:	38-1359081
Plan Number:	001
Type of Plan:	Section 403(b) Plan
Type of Administration:	Self-Administered
Plan Administrator:	Albion College
Name and Address of Agent for Service of Legal Process:	Albion College 611 East Porter Street Albion, MI 49224 (517) 629-0540 Attention: Vice President Finance and Administration
Fiscal Year of Plan:	January 1 through December 31

APPENDIX A

As stated in the "INVESTMENT OF YOUR ACCOUNTS" section of this Summary Plan Description, the Plan is intended to constitute a retirement plan under Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations (Section 2550.404c-1). As a participant in a Section 404(c) Plan, you are entitled to obtain certain information regarding the investment funds under the Plan. Most of this information is contained in each investment fund's prospectus. Specifically, you may submit a written request to the TIAA-CREF or the Human Resources Office to receive one or more of the following items:

- You may request a description of the annual operating expenses (e.g., investment management fees) of an investment fund.

- You will be given a summary copy of each investment fund's prospectus at the time you make your initial investment election. In addition, you may request summary and/or full copies of any subsequently-issued prospectuses, financial statements, financial reports or any other information furnished to the Plan relating to an investment fund.

- You may request a list of the assets comprising the portfolio of an investment fund and the value of the assets.

- You may request information concerning the value of shares or units in an investment fund as well as information concerning the past and current investment performance of the investment fund.

- You will receive a quarterly statement describing the value of your interest in each investment fund and the total value of your accounts. In addition, you may request, up to once per year, this account balance information.

If you have any questions regarding Section 404(c) of ERISA or the information that you may obtain, please contact the plan administrator.