

## **Your Smith College Defined Contribution Retirement Plan Summary Plan Description**

**Faculty, Administrative and Staff Positions**

### **About This Booklet**

Inside this booklet, you'll find important information about the Smith College Defined Contribution Retirement Plan (the "Plan"). Every attempt has been made to ensure the accuracy of this booklet. However, the legal plan documents, policies or certificates pertaining to various benefits prevail in the event of any discrepancy.

Smith College, as the Plan Administrator, in its sole and final discretion, reserves the right to amend, modify or terminate any provision contained in the booklet or the accompanying legal plan documents, including insurance certificates. Neither this booklet nor any of its terms or provisions constitutes a contractual obligation of Smith College. Smith College, as the Plan Administrator, has the sole and absolute authority to interpret the terms of the Plan, determine benefit eligibility and resolve any and all ambiguities or inconsistencies in the Plan.

You have certain rights under the Employee Income Security Act of 1974 (ERISA), as amended. A statement of ERISA rights and information as well as the Plan's claims and appeals procedures are included in this booklet.

This booklet is for informational purposes and is not intended as an offer of employment or to set forth the terms and conditions of employment in any way.

If you have any questions about this Plan, contact the investment company (listed on page 5) or contact Human Resources at [hr@smith.edu](mailto:hr@smith.edu) or 413-585-2260.

# What's Inside

<b>About the Plan.....</b>	<b>1</b>
Purpose of the Plan .....	1
Other Sources of Retirement Income.....	1
Pre-Retirement Counseling Seminars .....	1
<b>Eligibility and Participation.....</b>	<b>2</b>
Eligible Employees .....	2
Date of Participation .....	2
Year of Service .....	2
If You Leave the College and Are Rehired .....	3
<b>Enrollment.....</b>	<b>3</b>
Enrollment Forms .....	3
Beneficiary Designation.....	3
<b>Plan Contributions.....</b>	<b>4</b>
Contribution Formula.....	4
Eligible Pay.....	4
Limits on Contributions .....	5
Vesting of Plan Contributions.....	5
Transfers from Other Plans.....	5
<b>Investing Your Plan Contributions .....</b>	<b>5</b>
Selecting Your Investment Company .....	5
Selecting Your Investment Funds.....	7
Changing Your Investment Elections .....	7
Reviewing Your Investment Decisions .....	8
You Are Responsible for Your Investment Decisions.....	8
<b>Participation Under Special Circumstances.....</b>	<b>8</b>
Family and Medical Leave of Absence .....	9
Military Leave of Absence.....	9
Sick Leave.....	9
Long-Term Disability .....	9
Other Leaves of Absence .....	9
<b>Payment of Plan Benefits.....</b>	<b>10</b>
When Benefit Payments Can Commence .....	10
Amount of Your Plan Benefits .....	10
Normal Forms of Payment.....	10
Waiver of Normal Form of Payment and Spousal Consent Requirements .....	10
Optional Forms of Payment.....	11
Deferring Benefit Payments up to Age 70½.....	13
Qualified Domestic Relations Orders .....	14

Rollover of Benefit Payments.....	14
Taxes on Benefit Payments.....	15
How to Apply for Payment.....	16
<b>Death Benefits.....</b>	<b>16</b>
Payment of Death Benefits .....	16
Waiver of Surviving Spouse Annuity.....	17
Optional Forms of Payment.....	17
Deferring Death Benefits .....	17
<b>Claims and Appeal Process .....</b>	<b>18</b>
Claims Process .....	18
Appeals Process .....	18
<b>Other Plan Information.....</b>	<b>19</b>
Plan Administrator .....	19
Plan Amendment and Termination.....	19
Source Of Benefit Payments.....	20
Creditor Protection.....	20
<b>Your Rights Under ERISA .....</b>	<b>20</b>
Receive Information About Your Plan and Benefits .....	20
Prudent Actions by Plan Fiduciaries.....	21
Enforce Your Rights .....	21
Assistance with Your Questions .....	21
<b>Plan Identification Information.....</b>	<b>22</b>

# About the Plan

## *Purpose of the Plan*

The Smith College Defined Contribution Retirement Plan (the “Plan”) helps to build income for your retirement years. All Plan benefits are provided through fixed dollar or variable annuity contracts and/or custodial accounts that satisfy the requirements of Section 403(b) of the Internal Revenue Code which are funded by contributions made solely by Smith College (the “College”). You decide how to invest those contributions in a wide selection of investment funds offered by four investment companies: American Century Investments, Fidelity Investment, Pax World and TIAA-CREF. Plan contributions as well as investment earnings are tax-deferred or, in other words, are not taxable until paid to participants. When you leave the College, you’ll have a choice of payment options, including a lump-sum distribution, installment payments, and annuity payments. The Plan also provides financial protection for your survivors in the event of your death.

This booklet describes the Plan provisions in effect as of January 1, 2005.

## *Other Sources of Retirement Income*

Attaining financial security in retirement requires careful planning and saving during your working years. The Plan and Social Security will provide some, but not all, of the income you need at retirement. For this reason, the College also offers the Supplemental Retirement Annuity Plan, which allows you to contribute a portion of your salary on a tax-deferred basis. As with the Plan, you decide how to invest your contributions. The Supplemental Retirement Annuity Plan is described in a separate booklet.

The Plan and the Supplemental Retirement Annuity Plan both help to build income for your future. Keep in mind, however, that these are two separate plans. You are eligible for the Plan regardless of whether you choose to make contributions to the Supplemental Retirement Annuity Plan.

## *Pre-Retirement Counseling Seminars*

The College sponsors educational programs to help you plan and acquire the knowledge you need to make appropriate decisions about retirement. Consultants from the Plan’s investment companies come to campus and are available for individual meetings. For more information about these seminars, contact Human Resources at [hr@smith.edu](mailto:hr@smith.edu) or 413-585-2260.

# Eligibility and Participation

## *Eligible Employees*

You are eligible to participate in the Plan if you are classified as a “benefits-eligible” employee. This means that you are regularly scheduled to work:

- Five months or more per year and 17½ hours or more per week; or
- 910 hours or more per year.

You are *not* eligible to participate in the Plan while you are classified as:

- A student whose services are performed to satisfy course and degree requirements or whose services are compensated through financial aid programs;
- An employee or individual performing services for the College pursuant to an agreement that provides you are not eligible to participate in the Plan or any other benefit plans of the College; and
- An individual who is not reported as a common law employee by the College, for example, you are classified as an independent contractor or individual whose services are performed pursuant to an agreement between the College and any other person including a leasing organization regardless of your classification by a regulatory body or court of law.

Your classification as a benefits-eligible employee as well as work schedule is determined solely from the payroll or personnel records maintained by the College and is binding and conclusive for all purposes of the Plan.

## *Date of Participation*

If you are eligible to participate in the Plan, you are automatically enrolled in the Plan as of the first day of the month following the later of the date you:

- Reach age 26, or
- Complete one year of service with the College (or another institution of higher education, as described below).

## *Year of Service*

For eligibility purposes, you earn a year of service during your first 12 months of employment, provided you complete 910 or more hours of service. If you do not complete 910 hours in your initial 12-month period of employment, you will earn a year of service in the first calendar year during which you complete 910 or more hours of service.

Hours of service include hours that you work and periods that you are not at work due to vacation, holiday, illness, incapacity (including disability but excluding Workers’

Compensation), layoff, jury duty, military duty, approved leave of absence, or maternity or paternity leave (whether paid or unpaid).

If you are initially hired as a benefits-eligible employee and you completed one year of service (as determined under the terms of this Plan) with another employer of higher education within 90 days before your first day of work at the College that one year of service will count towards the Plan's one-year eligibility requirement; provided you actively participated or were eligible to actively participate in such other employer's basic retirement plan to which employer contributions were made on your behalf.

### *Termination of Participation*

You will continue to participate in the Plan until you cease to be an eligible employee, i.e., you leave the College or you cease to be a benefits-eligible employee due to a change in your work schedule or job classification or the Plan is terminated.

If you leave the College and are later rehired, you will automatically become eligible for the Plan upon rehire, provided you were actively participating in the Plan before your employment terminated and you are rehired as a benefits-eligible employee upon your rehire. If you were not actively participating in the Plan before your employment terminated, you will become eligible for the Plan after you meet the eligibility requirements above.

## Enrollment

### *Enrollment Forms*

You are automatically enrolled in the Plan once you meet the eligibility and participation requirements. You do, however, have to complete enrollment forms to indicate:

- How you want to invest Plan contributions
- Whom you want to designate as your beneficiary under the Plan

You need to complete a separate enrollment form for each investment company with which you invest.

### *Beneficiary Designation*

Your beneficiary is the person, trust, or estate that will receive your Plan benefits if you die before they are paid to you. You will have to complete and submit a separate beneficiary designation form for each investment company with which you invest. You may change your beneficiary designations at any time by completing and submitting new beneficiary designation forms. Keep in mind that a beneficiary designation or beneficiary designation change must be on file with your investment company or companies to be effective.

- **If you are married at the time of your death**, your spouse is automatically entitled to 50% of the entire value of your accumulations held on your behalf under the Plan payable in the

form of a life annuity. If you designate more than 50% of your accumulations to a non-spouse beneficiary, your spouse must waive the surviving spouse annuity and consent to your beneficiary designation (see page 17 for further information regarding waiver of the surviving spouse annuity). You generally must be at least 35 years old or have terminated employment before you can designate more than 50% of your accumulations to a non-spouse beneficiary. If you fail to complete and submit a beneficiary designation form for an investment company, then the entire value of your accumulations held by that investment company will be paid to your surviving spouse.

- **If you are not married at the time of your death**, the entire value of your accumulations held on your behalf under the Plan will be paid to the beneficiary or beneficiaries designated by you. If you fail to complete and submit a beneficiary designation form for an investment company or if your beneficiary dies before you, then the entire value of your accumulations held by that investment company will be paid to your estate.

It is important that you keep your beneficiary designation forms up-to-date, especially after major life events, such as marriage, change in domestic partnership, divorce, birth, adoption or death of a dependent. For example, if you marry after completing a beneficiary designation form, your spouse, if he or she survives you, is automatically entitled to 50% of the entire value of your accumulations. The remaining 50%, will be payable in accordance with your designation.

## Plan Contributions

### *Contribution Formula*

The College makes 100% of the contributions to the Plan. Employee contributions are neither required nor allowed. The College contributes 9% of your eligible pay up to the Plan's integration level and 13.3% of your eligible pay above the integration level. For each Plan Year, the integration level is subject to adjustment for changes in the Consumer Price Index as published by the Bureau of Labor Statistics for the prior Plan Year. The Plan's integration level is \$53,874 for the 2008 Plan Year. For Plan Years thereafter, you will be notified of the Plan's integration level prior to the beginning of the Plan Year.

For your first year of participation, your eligible pay does not include amounts paid prior to your participation date.

### *Eligible Pay*

Your eligible pay includes base salary, bonuses, overtime and other forms of compensation that are paid to you and reported for Federal income tax purposes. It also includes any before-tax contributions you pay toward health and welfare benefits and before-tax amounts that you contribute to the Supplemental Retirement Annuity Plan, if any. Eligible pay does not include reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, severance or the value of health and welfare benefits.

The Internal Revenue Service (IRS) limits the amount of eligible pay that can be taken into account under the Plan for each Plan Year. For each Plan Year, the eligible pay limit is subject to adjustments for cost-of-living changes. The limit is \$230,000 for the 2008 Plan Year (\$225,000 for the 2007 Plan Year). For Plan Years thereafter, you will be notified of any change to eligible pay limit prior to the beginning of the Plan Year.

### *Limits on Contributions*

The IRS limits the amount of contributions that may be credited to the Plan on your behalf for each Plan Year. This contribution limit is applied on an aggregate basis. That is, contributions made on your behalf to this Plan as well as your contributions to the Supplemental Retirement Annuity Plan count towards the contribution limit. The contribution limit is the lesser of \$46,000 for the 2008 Plan Year (\$45,000 for the 2007 Plan Year) as adjusted from time to time for cost-of-living changes or 100% of your taxable wages for the Plan Year. For Plan Years thereafter, you will be notified of any change to the contribution limit prior to the beginning of the Plan Year.

### *Vesting of Plan Contributions*

You are always fully vested in Plan contributions and the earnings on those contributions.

### *Transfers from Other Plans*

You may not transfer or roll over funds from another employer's retirement plan into the Plan. You may, however, be able to roll over funds from another employer's retirement plan into the Supplemental Retirement Annuity Plan.

## Investing Your Plan Contributions

The Plan is an important part of your retirement planning and overall financial planning strategy. The College recognizes that each employee's situation is different in terms of financial needs, expected returns and acceptable risk. That's why the ability to control the investment of your Plan contributions is an important feature of the Plan.

### *Selecting Your Investment Company*

Investing your Plan contributions is a two-step process. **First**, you must select your investment company or companies. You may choose to invest your Plan contributions with one or more of the Plan's investment companies. You will need to complete a separate enrollment form for each investment company with which you choose to invest. The investment companies available under the Plan are:

<b>Investment Company</b>	<b>Website/E-mail</b>	<b>Telephone</b>
American Century Investments	<a href="http://www.americancentury.com">www.americancentury.com</a>	800-345-3533
Fidelity Investments	<a href="http://www.fidelity.com/atwork">www.fidelity.com/atwork</a>	800-343-0860
Pax World Funds	<a href="http://www.paxworld.com">www.paxworld.com</a> or email: <a href="mailto:info@paxfund.com">info@paxfund.com</a>	800-767-1729

TIAA-CREF	<a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>	800-842-2888
-----------	--	--------------

For further information about an investment company, you can visit its website or call its toll-free number to talk to a representative. You can also obtain investment company information by contacting Human Resources at [hr@smith.edu](mailto:hr@smith.edu) or 413-585-2260. Although the investment companies listed above are currently available under the Plan, the College has the right, upon reasonable notice to participants, to add or eliminate an investment company.

Each investment company invests your Plan contributions through custodial accounts or annuity contracts established or purchased on your behalf.

- Custodial Accounts**—If you choose to invest with American Century Investments, Fidelity Investments, and/or Pax World Funds, your Plan contributions are used to establish a custodial account through which accumulation units, or shares of participation in the investment funds offered by the investment companies are purchased. Each investment fund has its own investment objective and portfolio of securities and the value of the accumulation units changes each business day. Unlike an annuity contract, however, accumulations in a custodial account are not payable in the form of annuity income. If you wish to receive benefit payments in the form of an annuity, you may have to transfer your custodial account accumulations to TIAA-CREF.
- Fixed Annuity Contracts**—If you choose to invest with the Teachers Insurance and Annuity Association (TIAA), your Plan contributions are used to purchase a fixed annuity contract which provides a contractual or guaranteed amount of future retirement benefits. A fixed annuity contract is often referred to as a TIAA Retirement Annuity (RA) or a TIAA Group Retirement Annuity (GRA). Once a TIAA Retirement Annuity is purchased, the guaranteed benefit of principal plus interest cannot be decreased, but it can be increased by dividends. If you choose to have your accumulations in the TIAA Retirement Annuity paid in the form of annuity income, e.g., a lifetime annuity, the amount of your annuity income will consist of the guaranteed amount plus dividends that are declared each year and which are not guaranteed for the future. Dividends may increase or decrease, but changes in dividends are usually gradual.
- Variable Annuity Contracts**—If you choose to invest in the TIAA Real Estate Account or with TIAA's companion organization, the College Retirement Equities Fund (CREF), your Plan contributions are used to purchase accumulation units, or shares of participation in the TIAA Real Estate Account or in an underlying CREF Account. The TIAA Real Estate Account and each CREF Account has its own investment objective and portfolio of securities and the value of the accumulation units changes each business day. You may also choose to have your accumulations in the TIAA Real Estate Account or CREF Account paid in the form of annuity income. However, there is no guaranteed amount or declared dividends. Instead, your annuity income is based on the value of the accumulation units you own, a value that changes daily.

***NOTE: If you do not select an investment company, Plan contributions will automatically be invested in the CREF Money Market Account.***

### ***Selecting Your Investment Funds***

**Second**, for each investment company you select, you must select the investment funds in which you want your Plan contributions invested. Each of the investment companies offers a number of investment funds. You may choose to invest your Plan contributions in one investment fund, or you may invest in more than one investment fund. It is important that you review the investment fund information made available to you and carefully choose your investments because the benefits payable from the Plan will depend on the performance of the funds you choose over the years. To help you make informed investment decisions:

- General descriptions of the investment objectives and risk and return characteristics of each investment fund, including information relating to the type and diversification of assets or investment strategy of each investment fund, are included with each investment company's enrollment application.
- More detailed investment fund information may be obtained directly from each investment company, including the following:
  - Copies of any prospectus, financial statements and reports for each fund if applicable.
  - A list of assets and a description of the assets comprising the portfolio of each fund.
  - Current share values and net performance history for each fund.
  - A description of the annual operating expenses for each fund. Note that investment fund management fees are deducted from the fund's investment activity before any earnings are credited to your account. Any returns reported to you are net of these fees.

You may obtain the information described above by visiting the investment company's website or by calling the toll-free number and talking to a representative. You may also obtain investment fund information by contacting Human Resources at [hr@smith.edu](mailto:hr@smith.edu) or 413-585-2260. The College has the right, upon reasonable notice to participants, to add or eliminate investment fund offered by an investment company.

### ***Changing Your Investment Elections***

You may change your investment elections any time at no charge. To change your elections:

- **Within an Investment Company** - You may change the investment of future contributions or transfer existing accumulations among the investment funds offered by the same investment company (for example, between Fidelity Funds) simply by contacting the investment company through its website or by calling the toll-free telephone number listed above. At the time you make the change or transfer, you will be advised of when the change or transfer will take place. In most cases, investment fund changes for future contributions

will be effective as of the next payroll period and investment fund transfers will take place on the date of your change or the next business day. Keep in mind that an investment company may restrict some transfers; for example, TIAA requires that transfers from a Retirement Annuity be made over a 10-year period and imposes a minimum transfer of \$10,000 or the balance of your accumulations whichever is less.

- **Between Investment Companies** - You may change the investment of future contributions from one investment company to another (for example, from Fidelity to TIAA-CREF) by completing an investment company change form and returning the form to Human Resources. You also may transfer existing accumulations from one investment company to another by completing the appropriate asset transfer forms and submitting them to the appropriate investment company. If you are electing a new investment company, you will need to complete that investment company's enrollment form. All forms are available from Human Resources. Investment company changes for future contributions will be effective no later than the second payroll period following the date of your change is received by Human Resources. Transfer dates for existing accumulations from one investment company to another must be obtained directly from the applicable investment companies. Remember, some transfers may be restricted by the investment company; for example, transfers out of a TIAA Retirement Annuity.

### *Reviewing Your Investment Decisions*

It is important that you regularly review your investment decisions to ensure that they continue to meet your personal investment objectives. You may review the status of your investments at any time through the investment company websites, by arranging a "one-on-one" on-campus appointment with an investment company representative, or by speaking with a representative by telephone. You will also receive quarterly statements from your investment companies showing the value of your accounts, including contributions, investment earnings or losses and transfers.

### *You Are Responsible for Your Investment Decisions*

The College intends for the Plan to meet the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. The Plan lets you direct the investment of your Plan contributions and accumulations in a manner that complies with rules outlined by ERISA that relieve the Plan's fiduciaries of liability for any losses that result from investment instructions given by you or your beneficiaries to invest (or not invest) in particular investment funds. Because you supervise and direct how your Plan contributions and accumulations are invested among the available investment options, Plan fiduciaries may be relieved of liability for losses, if any, that occur as a direct result of your investment instructions.

## Participation Under Special Circumstances

This section describes benefit continuation for certain types of leave of absence. For information about any other type of absence, see your employee handbook or union contract.

## *Family and Medical Leave of Absence*

In accordance with the Family and Medical Leave Act of 1993, the College provides eligible employees with up to 12 weeks of Family and Medical Leave of Absence (FMLA) during any rolling 12-month period. This leave may be paid, unpaid or a combination of both. You will receive Plan contributions while you are on paid FMLA. You will not receive Plan contributions during an unpaid FMLA. For more information about FMLA, see your employee handbook or union contract.

## *Military Leave of Absence*

If you are a member of the National Guard or a military reserve unit and are called to active military duty during a national, state or local emergency, you will be granted unpaid military leave of absence in accordance with state and federal law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA). If you are on an active military leave *and* you return to work at the College, you may be eligible to receive retroactive Plan contributions for the period during which you were on active military leave. For more information on active military leave, see your employee handbook or union contract.

## *Sick Leave*

Plan contributions will continue while you are on paid sick leave for a period not to exceed one year. Plan contributions will cease when you are no longer sick or no longer eligible to receive payments under the College's sick leave policy. For more information on sick leave, see your employee handbook or union contract.

## *Long-Term Disability*

If you become totally and permanently disabled and become eligible for payments under the College's long-term disability plan, Plan contributions will continue for up to two years following the six-month period commencing on the date of your disability. During this period, your compensation for purposes of determining Plan contributions will be equal to your base salary in effect immediately before you became totally and permanently disabled. These contributions will cease when you are no longer disabled, no longer eligible to receive payments under the College's long-term disability program, or when the contributions cease to be excludable from your income under applicable tax laws, whichever occurs first.

## *Other Leaves of Absence*

In general, Plan contributions will continue while you are on a paid leave of absence. You will not receive Plan contributions during an unpaid leave of absence, except as noted above.

# Payment of Plan Benefits

## *When Benefit Payments Can Commence*

The Plan's normal retirement age is 65. However, under the terms of the Plan, you can start benefit payments at any time after you terminate employment from the College. Prior to that date, you may not withdraw your Plan accumulations.

## *Amount of Your Plan Benefits*

You are entitled to the entire value of your accumulations in all investment funds held on your behalf under the Plan. The value of your accumulations will depend on the amount of contributions made on your behalf each year and their investment performance under the investment funds you selected. If your accumulations are paid in the form of a monthly annuity as described below, the amount of your monthly payment will depend on a number of factors – the amount of your accumulations being annuitized, the form of annuity elected, your age and, if applicable, your co-annuitant's age at time of annuity payments begin. For example, your monthly payments will be greater under the single life annuity income option versus a survivor annuity income option. This is because your monthly payments will be reduced under a survivor annuity income option to take into account that payments may continue to your spouse or other beneficiary after your death.

## *Normal Forms of Payment*

If you are married on the date you start benefit payments, your accumulations will be paid in the form of a joint and 50% survivor annuity with your spouse as co-annuitant, unless you waive the joint and 50% survivor annuity and elect an optional form of payment with your spouse's consent as provided below. Under a joint and 50% survivor annuity, monthly payments are made for your lifetime and, at your death, your surviving spouse receives monthly payments equal to 50% of your monthly benefit. After your surviving spouse dies, all payments stop.

If you are not married on the date you start benefit payments, your accumulations will be paid in the form of a single life annuity unless you waive the single life annuity and elect an optional form of payment. Under a single life annuity, monthly payments are made for your lifetime, and at your death, all payments stop.

If you do not waive the annuity payment form, you must transfer your custodial account accumulations to TIAA-CREF.

## *Waiver of Normal Form of Payment and Spousal Consent Requirements*

The waiver of the normal form of payment and the election of an optional form of payment must be made during the 90-day period before your payments begin. If you are married when benefit payments begin and you wish to elect an optional payment form or a co-annuitant other than your spouse, your spouse must consent within the same 90-day period. The waiver also may be revoked during the same 90-day period but cannot be revoked after payments begin. No waiver

or spousal consent is needed if you elect a survivor annuity form of payment with your spouse as your co-annuitant.

Your spouse's consent must be in writing and witnessed by a Plan representative or notary public and must contain his or her acknowledgment as to the effect of the consent and that it is irrevocable. Your spouse must either consent to a specific form of payment or expressly permit you to choose an optional form of payment without his or her consent. Spousal consent is not required if you can establish to the Plan Administrator's satisfaction that you have no spouse or that he or she cannot be located. Unless a Qualified Domestic Relations Order (QDRO), as defined in Section 414(p) of the Internal Revenue Code, requires otherwise, your spouse's consent is not required if you are legally separated or if you have been abandoned (within the meaning of local law) and you have a court order to such effect.

### *Optional Forms of Payment*

The optional forms of payment vary depending on the investment company. You may choose different forms of payment with each investment company. For example, you may choose an annuity option for your accumulations invested with TIAA-CREF and a lump sum payment option for your accumulations with Fidelity. All optional payment forms are governed by the terms of your custodial account or annuity contract. Keep in mind that the optional forms of payment forms described below are summaries. For further details regarding the type of payment options available to you, contact the applicable investment company.

- **American Century Investments, Fidelity Investments, and Pax World Funds Custodial Accounts.** These investment companies currently offer the following optional forms of payment:
  - *Installment Payment Option* — This option pays your custodial account accumulations in a series of approximately equal installment payments over a fixed period of time. The available frequency of installment payments (for example, monthly, quarterly or annually) and period of time (for example, 5, 10 or 15 years) vary depending on the investment company. At the end of the selected period, all payments stop. If you die during the selected period, payments will continue in the same amount to your beneficiary for the duration.
  - *Partial Lump Sum Payment Option.* This option pays your custodial account accumulations in partial lump sum payments and allows you to specify the amount and frequency of payments. Once payments begin, they will continue at the frequency you specify, i.e., monthly, quarterly, semi-annually, or annually. You can change the amount and frequency of payments, as well as stop and restart payments as your needs dictate. Once you receive the entire amount of your accumulations subject to this option, no further payments will be payable to you, your spouse, or beneficiaries upon your death.
  - *Lump Sum Payment Option.* This option pays your custodial account accumulations in a one-time lump sum payment. Once you receive the entire amount of your accumulations subject to this option, no further payments will be payable to you, your spouse, or beneficiaries upon your death.

- **TIAA-CREF.** Under current administrative practice, you can elect different payment options for your accumulations in the TIAA Retirement Annuity, TIAA Real Estate Account, and CREF Accounts so long as you have accumulations of at least \$10,000 for each payment option. You can also start benefit payments from the TIAA Real Estate Account and different CREF Accounts on different dates so long as you have accumulations of at least \$10,000 in that fund. TIAA-CREF currently offers the following optional forms of payment:
  - *Single Life Annuity Income Option.* This option pays an income for your life with payments stopping at your death. A single life annuity provides you with a larger monthly payment than the other options. This option is also available with a 10, 15, or 20 year guaranteed payment period (but not exceeding your life expectancy at the time you begin annuity income). If you die during the guaranteed period, payments in the same amount that you would have received continue to your beneficiary(ies) for the rest of the guaranteed period.
  - *Survivor Annuity Income Option.* This option pays an income for your life, and if your co-annuitant lives longer than you, an income for his or her life. The amount continuing to your co-annuitant depends on which of the following three options you choose:
    - *Half Benefit to Co-annuitant.* Monthly income continues as long as you live. If your co-annuitant survives you, he or she receives, for life, one-half the income you would have received if you had lived.
    - *Full Benefit to Co-annuitant.* The full income continues as long as either you or your co-annuitant is living.
    - *Two-thirds Benefit to Survivor.* At the death of either you or your co-annuitant, the payments are reduced to two-thirds the amount that would have been paid if both had lived, and are continued to the survivor for life.

All survivor annuities are available with a 10, 15, or 20 year guaranteed period, but not exceeding the joint life expectancies of you and your co-annuitant at the time you begin annuity income.
  - *Retirement Transition Benefit Option.* This option pays a one-time lump sum payment of up to 10% of your accumulations at the time you start payments under an annuity income option. The one-time payment cannot exceed 10 percent of your accumulations then being converted to an annuity.
  - *Minimum Distribution Option (MDO).* This option enables you to automatically comply with federal tax law distribution requirements. The MDO pays the minimum distribution that is required by federal tax law while preserving as much of your accumulations as possible. This option is generally available in the year you attain age 70 1/2 or retire, if later. If you die while receiving payments under the MDO, your beneficiary will receive the amount of your remaining accumulation balance.
  - *Transfer Payout Annuity.* This option pays your accumulations in the TIAA Retirement Annuity over a 10-year period instead of as annuity income. At the end of the 10-year period, all payments stop. If you die during the 10-year period, payments will continue in the same amount to your beneficiary for the remaining period.

- *Interest Payment Retirement Option (IPRO).* This option pays income from the TIAA Retirement Annuity equal to a contractual interest rate plus dividends that would otherwise be credited to your TIAA Retirement Annuity. This option is available only if you are between the ages 55 and 69½ and your accumulations in the TIAA Retirement Annuity are at least \$10,000. Under the IPRO, your accumulations are not reduced because monthly payments are limited to the interest earned on your accumulations. Interest payments made under the IPRO must continue for at least 12 months and thereafter will continue until you begin or must begin receiving your accumulations under an annuity income option. When you do begin annuity income from the TIAA Retirement Annuity, you may choose any of the available annuity income options. If you die while receiving interest payments under the IPRO, your beneficiary will receive the amount of your accumulation balance, plus interest earned but not yet paid.
- *Fixed Period Option.* This option pays your accumulations in the TIAA Real Estate Account or a CREF Account over a fixed-period between two and 30 years. At the end of the selected period, all payments stop. If you die during the selected period, payments will continue in the same amount to your beneficiary for the duration.
- *Partial Lump Sum Distribution Option.* This option pays your accumulations in the TIAA Real Estate Account or a CREF Account in the partial lump sum payments. This option is administered through TIAA-CREF's Systematic Withdrawal Service. This service (provided free of charge) allows you to specify the amount and frequency of payments. Currently, the initial amount must be at least \$100 per investment fund. Once payments begin, they will continue at the frequency you specify, i.e., monthly, quarterly, semi-annually, or annually. You can change the amount and frequency of payments, as well as stop and restart payments as your needs dictate. Once you receive the entire amount of your accumulations subject to this option, no further payments will be payable to you, your spouse, or beneficiaries upon your death.
- *One-Time Lump Sum Distribution Option.* This option pays your accumulations in the TIAA Real Estate or CREF Account in a one-time lump sum payment. Once you receive the entire amount of your accumulations subject to this option, no further payments will be payable to you, your spouse, or beneficiaries upon your death. You may also elect this one time lump sum distribution option for accumulations held in a TIAA Group Retirement Annuity; provided, that your election is made within 120 days following termination of employment. A 2.5% surrender charge will also apply. Once you receive the entire amount of your accumulations subject to this option, no further benefits from the Plan will be payable to you, your spouse, or beneficiaries upon your death.

All annuity options are the actuarially equivalent of your accumulations subject to the annuity option based on the interest rates and mortality tables used by TIAA-CREF. Also keep in mind that federal tax laws may limit the type of payment options available to you. For example, federal tax laws may limit the length of a guaranteed period or the amount of a survivor annuity.

### ***Deferring Benefit Payments up to Age 70½***

Generally, you do not need to take or start your benefit payments immediately following your termination of employment from the College. However, benefits must be paid or must

commence no later than April 1 of the calendar year following the year in which you attain age 70½, or, if later, April 1 following the calendar year in which you terminate employment from the College. The payment of benefits by your required beginning date is extremely important. Federal tax law imposes a 50% excise tax on the difference between the amount of benefits required by law to be distributed and the amount actually distributed if it is less than the required minimum amount. You should keep Human Resources and your investment companies informed of your current mailing address. Neither the College nor the investment companies are responsible for locating you at the time payment is required to be made.

The above rule does not apply to amounts accumulated with TIAA-CREF prior to January 1, 1987. Contact TIAA-CREF for further information regarding the special rules that apply to amounts accumulated prior to January 1, 1987.

### ***Qualified Domestic Relations Orders***

The Plan will comply with terms of a Qualified Domestic Relations Order” or “QDRO.” A QDRO establishes the rights of your spouse, former spouse, child, or other dependent to all or portion of your Plan benefits to meet marital, alimony or child support obligations imposed on you by law. A QDRO may also preempt the usual requirement that your spouse be considered your primary beneficiary for a portion of your Plan benefits. The Plan Administrator has the complete authority, in its sole and absolute discretion, to determine whether a domestic relations order is qualified and such determination shall be final and binding upon all parties affected. You (or your attorney) may request a copy of the Plan’s QDRO procedures, free of charge, by contacting Human Resources.

### ***Rollover of Benefit Payments***

If you receive a benefit payment which is an “eligible rollover distribution,” you may roll over all or a portion of it either directly or within 60 days after receipt into an individual retirement account or annuity (IRA) described in Section 408(a) or 408(b) of the Internal Revenue Code, a qualified plan described in Section 401(a) or 403(a) Internal Revenue Code, a tax-deferred annuity contract described in Section 403(b) of the Internal Revenue Code, or an eligible plan described in Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that accepts your eligible rollover distribution and to the extent required, separately accounts for your eligible rollover distribution. An eligible rollover distribution, in general, is any cash distribution other than an annuity payment, a minimum distribution payment, or a payment that is part of a fixed period payment over ten or more years.

Eligible rollover distributions are subject to a mandatory federal income tax withholding rate of 20% *unless* it is rolled over directly into an IRA or other eligible retirement plan; this process is called a “direct rollover.” If you have an eligible rollover distribution paid to you, then 20% of the distribution must be withheld even if you intend to roll over the money into an IRA or other eligible retirement plan. To avoid withholding, instruct your investment company to directly roll over the money for you.

## *Taxes on Benefit Payments*

Benefit payments are subject to federal income tax and withholding when you or your beneficiary receives them. The tax withholding rules (and, in some cases, excise taxes) that apply to your benefit payments are as follows:

- *Annuity Income Payments.* Annuity payments are not subject to mandatory federal income tax withholding. You may elect that withholding not apply to your payments but if you do nothing, a federal income tax withholding rate of 10% will apply. You may not roll over annuity payments, i.e., amounts paid over your lifetime, to another tax-deferred retirement vehicle such as an individual retirement account or eligible retirement plan. The election to waive withholding is included with the benefit application that must be completed when you start benefit payments.
- *Periodic Payments.* Periodic payments may or may not be subject to mandatory federal income tax withholding. If your periodic payments are scheduled to last for a period of 10 years or more, the payments are treated like annuity payments and are subject to tax as described above. If your periodic payments are scheduled to last for a period of less than 10 years, the payments are treated as lump sum distributions and are subject to tax as described below.
- *Lump Sum Distributions.* A lump sum distribution is subject to a mandatory federal income tax withholding rate of 20% to the extent you do not elect a direct rollover to another tax-deferred retirement vehicle such as an individual retirement account or other eligible retirement plan. See the *Direct Rollover Section* below for further information regarding direct rollovers. If you roll over all or a part of your lump sum distribution within 60 days, that portion will not be subject federal income tax in the year of distribution and will continue to be tax-deferred. Portions that are not timely rolled over are treated as taxable income in the year of distribution and you may be required to pay income taxes in addition to the 20% withheld when you file your tax return for that year. You also may be required to pay an additional 10% tax penalty if your distribution is an early withdrawal as described below.
- *Early Distribution Penalty.* If you receive benefit payments prior to age 59½, the portion you do not roll over to another tax-deferred retirement vehicle is subject to an additional 10% penalty federal excise tax unless the distribution is made because:
  - You terminate employment from the College at age 55 or older.
  - You die or become disabled.
  - You have elected to receive benefit payments as part of a series of substantially equal periodic payments (not less frequently than annually) for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your beneficiary.
  - The distribution is received pursuant to a qualified domestic relations order.

This tax information described above is not intended to give specific tax advice to you (or your beneficiaries). You will receive information about taxes, excise taxes, and tax withholding when you apply for benefit payments. You may contact the investment companies or Human Resources at any time to obtain a copy of the *Special IRS Tax Notice Regarding Plan Payments*, which contains more detailed tax information and you can also refer to *IRS Publication 575, Pension and Annuity Income*, which can be obtained from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 800-829-3676. Keep in mind that tax laws are complicated and change often. They also affect different individuals in different ways. A professional tax advisor is your best source of information about tax laws applicable to benefit payments from the Plan.

### ***How to Apply for Payment***

To start benefit payments from the Plan, you must complete a benefit application. You can obtain the benefit application from the investment companies through the websites or by calling the toll-free number. Your benefit application may require certification of your termination of employment by Human Resources. You may obtain this certification either by visiting Human Resources during business hours or mailing your completed application to Human Resources.

After your benefit application is received, the investment company will send you a distribution packet that will include detailed information about each payment option and the amount of payments you can expect under each benefit option.

To ensure that you, and if applicable, your spouse have at least 30 days to consider your payment options, benefit payments generally cannot begin until 30 days after you receive your distribution packet. You, and if applicable, your spouse may waive the 30-day period provided that your payment commencement date is at least seven days after you receive your distribution packet. You should submit your benefit application to your investment companies at least two months before the date on which you want your benefit payments to begin.

## **Death Benefits**

### ***Payment of Death Benefits***

If you die *after* your benefit payments begin, then depending on the payment option you elected before your death, your beneficiary will receive either nothing (if you elected a single life annuity or have received a lump sum payment) or the balance of your benefits (for example, as a survivor annuity or in periodic installments for the duration of the payment period you elected).

If you die *before* your benefit payments begin, the entire value of your accumulations held on your behalf under the Plan is payable as a death benefit. If you are not married at the time of your death, the full value of your accumulations will be paid to your designated beneficiary(ies). If you are married, your spouse is entitled to a life annuity, the actuarial equivalent of which is equal to at least 50% of the entire value of your accumulations (the “surviving spouse annuity”). If you wish to designate more than 50% of your accumulations to a non-spouse beneficiary, you and your spouse must waive the surviving spouse annuity.

## *Waiver of Surviving Spouse Annuity*

The period during which you may elect to waive the surviving spouse annuity begins on the first day of the Plan Year in which you attain age 35. The period continues until the earlier of your death or the date you start receiving benefit payments. If you die before attaining age 35 that is, before you have had the option to make a waiver, at least half of the entire value of your accumulations held on your behalf under the Plan will be payable automatically to your surviving spouse in the form of a surviving spouse annuity unless he or she elects an optional form of payment offered by your investment company. If you terminate employment from the College before age 35, the period for waiving the pre-retirement survivor annuity begins as of your date of termination. The waiver also may be revoked during the same period.

Your spouse's consent must be in writing and witnessed by a Plan representative or notary public and must contain his or her acknowledgment as to the effect of the consent and that it is irrevocable. Your spouse must also consent to your designated beneficiary or otherwise expressly permit your designation of a beneficiary without any further consent by your spouse. Spousal consent is not required if you can establish to the Plan Administrator's satisfaction that you have no spouse or that he or she cannot be located. Unless a Qualified Domestic Relations Order (QDRO), as defined in Section 414(p) of the Internal Revenue Code, requires otherwise, your spouse's consent is not required if you are legally separated or if you have been abandoned (within the meaning of local law) and you have a court order to such effect.

## *Optional Forms of Payment*

You may choose one or more of the payment options permitted by your investment company for payment of the death benefit, or you may leave the choice to your beneficiary. The payment options available are similar to the payment options described in the *Payment of Plan Benefits* section. For further information regarding the payment options for death benefits contact your investment company.

## *Deferring Death Benefits*

Generally, if you die before your benefit payments begin, the entire value of your accumulations must normally be distributed by December 31 of the fifth calendar year after your death. Under a special rule, death benefits may be payable over the life or life expectancy of your beneficiary if benefit payments begin not later than December 31 of the calendar year immediately following the calendar year of your death. If the designated beneficiary is your spouse, the commencement of benefits may be deferred until December 31 of the calendar year that you would have attained age 70½ had you continued to live. The payment of benefits in accordance with these rules is extremely important. Federal tax law imposes a 50% excise tax on the difference between the amount of benefits required by law to be distributed and the amount actually distributed if it is less than the required minimum amount. Your investment company will notify your beneficiary of the applicable requirements at the time he or she notifies your investment company of your death. You should keep Human Resources and the applicable investment companies informed of your beneficiary's current mailing address. Neither the College nor the investment companies are responsible for locating your beneficiary at the time payment is required to be made.

The above rules do not apply to amounts accumulated with TIAA-CREF prior to January 1, 1987. Contact TIAA-CREF for further information regarding the special rules that apply to amounts accumulated prior to January 1, 1987.

## Claims and Appeal Process

### *Claims Process*

If all or part of your benefit application is denied, your investment company will send you (or your beneficiary or authorized representative) a written or electronic explanation of denial setting forth (1) the specific reasons for the denial, (2) references to the Plan provisions upon which the denial is based, (3) a description of any missing information or material necessary to process your benefit application (together with an explanation why such material or information is necessary), (4) an explanation of the Plan's appeals procedures, and (5) a statement of your right to bring a civil action under Section 502(a) of ERISA if your benefit application is denied upon appeal.

An explanation of denial will be sent within 90 days following receipt of your benefit application by the investment company unless the investment company determines that special circumstances require an extension of time for processing your claim. In the event an extension is necessary, you will receive written or electronic notice of the extension prior to the expiration of the initial 90-day period. The notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision is expected to be rendered. In no event shall the period of the extension exceed 90 days from the end of the initial 90-day period

### *Appeals Process*

If you (or your beneficiary) or your authorized representative wish to appeal a denial notice, you must submit a written appeal to the Plan Administrator, in care of Human Resources, within 60 days after you receive the denial notice from the investment company. You must exhaust the Plan's appeals procedures prior to seeking any other form of relief. Under the Plan's appeals procedures:

- You may include written comments, documents, records and other information relating to your claim
- You may review all pertinent documents and, upon request, shall have reasonable access to or be provided free of charge, copies of all documents, records, and other information relevant to your claim.

The Plan Administrator or its delegate will provide a full and fair review of the appeal and will take into account all your claim related comments, documents, records, and other information submitted without regard to whether such information was submitted or considered under the initial determination.

The Plan Administrator will send you written or electronic notice of the decision rendered with respect to an appeal within 60 days following its receipt unless the Plan Administrator determines that special circumstances require an extension of time for processing the appeal. In the event an extension is necessary, a written or electronic notice of the extension will be sent to you prior to the expiration of the initial 60-day period. The notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision is expected to be rendered. In no event shall the period of the extension exceed 60 days from the end of the initial 60-day period.

In the case of a denial of an appeal, the written or electronic notice of such denial shall set forth (1) the specific reasons for the denial, (2) references to the Plan provisions upon which the denial is based, (3) 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 relating to your claim for benefits, and (4) a statement of your right to bring a civil action under Section 502(a) of ERISA.

## Other Plan Information

### *Plan Administrator*

The Plan Administrator is the College and is the “named fiduciary” within the meaning of ERISA. The Plan Administrator may adopt rules and procedures, as it deems desirable for the conduct of its affairs and the administration of the Plan, and has the power to delegate day-to-day administration of the Plan.

The Plan Administrator has the discretionary power and authority to determine all questions relating to the administration of the Plan, including, but not limited to, interpreting and construing the terms of the Plan, all questions relating to eligibility to participate in the Plan and the status and rights of participants, reconciling any question or dispute arising under the Plan, and unless delegated to a claims administrator, the manner, time, and amount of payment of any benefits under the Plan.

The Plan Administrator shall discharge its duties with respect to the benefit plan (1) solely in the interest of the benefit plan participants (2) for the exclusive purpose of providing benefits to the benefit plan participants and of defraying reasonable expenses of administering the benefit plans and (3) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

### *Plan Amendment and Termination*

While the College expects to continue the Plan indefinitely, the College, in its sole and final discretion, reserves the right to amend, modify, or terminate the Plan or to discontinue any further contributions or payments under the Plan under circumstances that the College deems advisable (including, but not limited to, cost or plan design considerations). Current participation in the Plan does not vest in any participant any rights to any particular benefit

coverage in the future. In the event of termination or amendment or elimination of benefits, the rights and obligations of participants prior to the date of such event shall remain in effect, and changes shall be prospective, except to the extent that the College or applicable law provides otherwise. The Plan is *not* insured by the Pension Benefits Guaranty Corporation.

### ***Source Of Benefit Payments***

All Plan benefits are paid directly from fixed dollar or variable annuity contracts and/or custodial accounts that satisfy the requirements of Section 403(b) of the Internal Revenue Code that are purchased or established on behalf of each Plan participant. Plan participants or their beneficiaries may seek payment only from these fixed dollar or variable annuity contracts and/or custodial accounts and not from the College.

### ***Creditor Protection***

By law, no one other than you and your beneficiary have any claims to the benefits payable under the Plan. This means that you cannot assign or pledge your Plan benefits to any creditor or other person, and a third party's claims for Plan benefits payable to you are ineffective. There is one exception to this rule. The Plan will comply with a Qualified Domestic Relations Order that directs the Plan to pay a specified portion of your Plan benefits to a spouse, former spouse, and/or for child support. See page 14 for more information regarding Qualified Domestic Relations Orders.

## **Your Rights Under ERISA**

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

### ***Receive Information About Your Plan and Benefits***

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

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

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

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working

under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

### ***Prudent Actions by Plan Fiduciaries***

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

### ***Enforce Your Rights***

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support 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 these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### ***Assistance with Your Questions***

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

## Plan Identification Information

### **Plan Name**

Smith College Defined Contribution Retirement Plan

The Plan is a defined contribution plan that is intended to comply with Section 403(b) of the Internal Revenue Code.

### **Plan Number**

001

When requesting additional information about the Plan from the Department of Labor, refer to the above plan number.

### **Plan Sponsor**

Smith College  
30 Belmont Avenue  
Northampton, MA 01063  
413-585-2246

### **Plan Sponsor Employer Identification Number**

04-1843040.

### **Plan Administrator**

Smith College  
c/o Office of Human Resources  
30 Belmont Avenue  
Northampton, MA 01063  
413-585-2267

### **Legal Process**

Smith College  
c/o General Counsel Office  
30 Belmont Avenue  
Northampton, MA 01063  
413-585-2135

### **Plan Year**

The Plan Year is January 1 to December 31.

The Plan's accounting records are maintained on the basis of the Plan Year and are computed as of the last day of the Plan Year.

## Plan Investment Companies

<b>Investment Company</b>	<b>Web/E-mail</b>	<b>Telephone</b>
American Century Investments	<a href="http://www.americancentury.com">www.americancentury.com</a>	800-345-3533
Fidelity Investments	<a href="http://www.fidelity.com/atwork">www.fidelity.com/atwork</a>	800-343-0860
Pax World	<a href="http://www.paxfund.com">www.paxfund.com</a> or email: <a href="mailto:info@paxfund.com">info@paxfund.com</a>	800-767-1729
TIAA-CREF	<a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>	800-842-2888