

WHEATON COLLEGE

RETIREMENT PLAN

Wheaton College hereby amends and restates the Wheaton College Retirement Plan effective January 1, 2009.

It is intended that contributions under the Plan will be excluded from the gross income of the Participants in accordance with section 403(b) of the Internal Revenue Code and Treasury Regulations issued thereunder and shall be interpreted accordingly. To the extent that any provision of the Plan is inconsistent with any provision of an Annuity Contract or Custodial Agreement, the provision of the Plan shall control.

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ARTICLE I DEFINITIONS

The following words and phrases have the following meanings unless a different meaning is plainly required by the context:

- 1.1 **Affiliated Employer** means the Employer and every other Employer who, under Code Section 414(b), (c), (m) or (o) is considered as a single employer with the Employer, but only for periods during which the other employer is required to be considered as such under the applicable Code provisions.
- 1.2 **Annuity Contract** means a non-transferable annuity contract described in Code Section 403(b) and regulations issued thereunder, as selected by the Employer, to which contributions under the Plan may be made. The provisions of each Annuity Contract are hereby incorporated by reference into the Plan to the extent not inconsistent with the provisions of the Plan.
- 1.3 **Annuity Starting Date** means, with respect to a Participant, the first day of the first period for which a benefit is payable as an annuity or in any other form.
- 1.4 **Beneficiary(ies)** means the person, persons or entity last designated by the Participant to receive a benefit from an Annuity Contract or Custodial Account on account of the death of the Participant. Where no such person or entity is designated or the Beneficiary predeceases the Participant (and no other default Beneficiary is specified in the relevant Annuity Contract or Custodial Agreement) the term "Beneficiary" means the Participant's spouse or, if none, the Participant's estate.
- 1.5 **Board and Board of Trustees** shall mean the Board of Trustees of Wheaton College.
- 1.6 **Code** means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section of the Code includes reference to regulations issued by the Department of Treasury and notices and other releases issued by the Internal Revenue Service which interpret or implement the Code section.
- 1.7 **Custodial Account** means a custodial account described in Code section 403(b)(7) and regulations issued thereunder selected by the Employer to which contributions under the Plan may be made. The provisions of each Custodial Account are hereby incorporated by reference into the Plan to the extent not inconsistent with the provisions of the Plan.
- 1.8 **Custodial Agreement** means the agreement between a custodian and the Employer or a Participant, under which the assets of the Plan are held in Custodial Accounts for Participants and invested in shares of regulated investment companies, as defined in Code section 403(b)(7)(C). The terms of each Custodial Agreement are

hereby incorporated by reference into this Plan, to the extent not inconsistent with the Plan.

- 1.9 **Eligible Employee** means any Employee employed by the Employer other than a non-resident alien with no U.S.-source income, provided that in no event shall a "leased employee" within the meaning of Code section 414(n) become an Eligible Employee until he or she becomes actually employed by the Employer, and provided further that such Employee is eligible to participate under Section 2.1.
- 1.10 **Employee** means any person employed by an Affiliated Employer, including any leased employee and any other individual required to be treated as an Employee pursuant to Code sections 414(n) and 414(o). A leased employee shall include any person who, pursuant to an agreement between an Affiliated Employer and any other person, has performed services for the Affiliated Employer and related persons defined in Code section 414(n)(6) on a substantially full-time basis for a period of at least one year, provided that such services are performed under the primary direction or control of the Affiliated Employer.
- 1.11 **Employer** means Wheaton College.
- 1.12 **Employer Contribution** means the amount contributed by the Employer as provided in Section 3.1.
- 1.13 **ERISA** means the Employee Retirement Income Security Act of 1974, as amended from time to time. Reference to any section or subsection of ERISA includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection, and also includes reference to regulations issued by the Department of Labor and notices and other releases issued by the Department of Labor which interpret or implement the section or subsection of ERISA.
- 1.14 **Includible Compensation** means an Employee's compensation received from the Employer that is includible in gross income for federal tax purposes (computed without regard to Code section 911) for the most recent period that is a year of service, as determined under Code section 403(b)(3) and the Treasury regulations thereunder, subject to Code section 401(a)(17) and increased (subject to Code section 401(a)(17)) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code. The amount of Includible Compensation is determined without regard to any community property laws.
- 1.15 **Participant** means any Eligible Employee who participates in the Plan in accordance with Section 2.2.
- 1.16 **Participant Mandatory Contributions** means Participant contributions to the Plan which were required as a condition of Participation prior to January 1, 1999. Participant Mandatory Contributions ceased to be made, effective January 1, 1999.

- 1.17 **Participant Voluntary Contributions** means Participant contributions made pursuant to a Salary Reduction Agreement. Prior to January 1, 1999, such term referred to a Participant's contribution in excess of the Mandatory Contribution.
- 1.18 **Plan** means the Wheaton College Retirement Plan herein set forth and as the same may be amended or modified from time to time.
- 1.19 **Plan Administrator or Administrator** means the Employer.
- 1.20 **Plan Year** means the calendar year, January 1 through December 31.
- 1.21 **Salary** means base pay paid to an Employee by the Employer for services, including base pay for additional duties. Salary shall not include bonuses, overtime, stipends, or any other additional pay. Salary shall include amounts that would be includible in Salary but for an election under Code section 125, 132(f)(4), 403(b) or 457(b). The annual Salary of each Participant taken into account under the Plan shall not exceed \$245,000, as adjusted from time to time by the Secretary of the Treasury under Code section 401(a)(17). Salary shall include payments made by the later of 2½ months after severance from employment or the last day of the Plan Year in which such severance from employment occurs, if they are amounts described in Treasury regulation section 1.415(c)-2(e)(3)(ii) or (iii) that would have been included as Salary if paid prior to severance from employment. Any payments not described in the previous sentence shall not be considered Salary if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Plan Year that includes the date of severance from employment. In no event will Salary include severance pay.
- 1.22 **Salary Reduction Agreement** means an agreement between a Participant and the Employer, satisfying the requirements of Section 3.2, pursuant to which the Participant agrees to reduce his or her Salary and the Employer agrees to contribute the amount of the reduction to the Plan.
- 1.23 **Vendor** means the provider of an Annuity Contract or Custodial Account.
- 1.24 **Year of Service** means:
- (a) Year of Service. A Year of Service of an Employee is an employment year in which he or she has been an Eligible Employee and has completed at least 770 Hours of Service for the Employer. An employment year is the 12 month period beginning on the day an Employee first performs an Hour of Service or on any January 1 following that day. A Year of Service is not completed before the last day of the employment year regardless of when during the employment year the Employee completes 770 Hours of Service.
 - (b) Hour of Service. An Hour of Service of an Employee means an hour for which:

- (i) The Employee is directly or indirectly paid or entitled to payment by the Employer for the performance of duties;
- (ii) The Employee is directly or indirectly paid or entitled to payment by the Employer, regardless of whether the employment relationship has terminated, for reasons (such as vacation, holiday, sickness, disability, layoff, jury duty, military duty or leave of absence) other than the performance of duties; provided that no Hours of Service will be credited for payments made to comply with applicable worker's compensation, unemployment compensation or disability insurance laws or to reimburse the Employee for medical expenses, and provided that no more than 501 Hours of Service will be credited under this subsection (ii) for any single continuous period of time when no duties are performed or;
- (iii) Back pay has been awarded or agreed to by the Employer, regardless of mitigation of damages, provided that no Hour of Service will be counted under this subsection (iii) if such hour was credited under subsection (i) or (ii) above.

Hours earned for the performance of duties will be credited to the employment year in which the duties are performed. Hours earned for other than the performance of duties will be credited to the employment year in which amounts payable become due. Hours earned for back pay awards or agreements will be credited to the employment year to which the award or agreement pertains. All hours will be credited in compliance with Department of Labor Regulations section 2530.200b-2(b) and (c).

(c) Service at Other Institutions of Higher Education

With respect to an individual who was employed at another institution of higher education at any time prior to his or her date of hire at Wheaton College and who completed one year of service in a benefits-eligible position at such prior institution (determined in accordance with the prior institution's rules and procedures), such year of service shall be treated as a Year of Service hereunder. The Employer may require the Employee to provide supporting documents or written confirmation from the prior institution before crediting such prior service hereunder.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.1 Eligibility.

- (a) For purposes of Employer Contributions, all Eligible Employees who normally work 20 hours per week or teach two or more classes per semester are eligible to participate in the Plan, except that (i) Employees who are enrolled as students at Wheaton College and whose employment is incidental to such enrollment and (ii) Employees who are paid on a stipend basis are not eligible for Employer Contributions.
- (b) For Participant Voluntary Contributions, all Eligible Employees other than Employees who are enrolled as students at Wheaton College and whose employment is incidental to such enrollment are eligible to participate in the Plan.

2.2 Participation. Each Eligible Employee shall commence participation in this Plan as follows:

- (a) For Employer Contributions: each Eligible Employee shall commence participation at the beginning of the first pay period next following the completion of one Year of Service and the required enrollment forms. No contributions will be made for any period before the Participant submits the required forms as provided by the Plan Administrator.
- (b) For Participant Voluntary Contributions: each Eligible Employee shall commence participation upon the acceptance by the Employer of a completed Salary Reduction Agreement for Participant Voluntary Contributions and, if necessary, an enrollment form. A Participant may change or stop Participant Voluntary Contributions with respect to Salary not currently available by completing a new Salary Reduction Agreement.

2.3 Duration of Participation. An individual who has become a Participant under the Plan will remain a Participant for as long as an Annuity Contract or Custodial Account is maintained under the Plan for his or her benefit, but not beyond his or her death or termination of the Plan.

2.4 Reemployment of Former Participant. A former Participant who had previously been eligible for Employer Contributions shall again become a Participant and be eligible for Employer Contributions if and when he or she again becomes an Eligible Employee. Each other former Participant who is reemployed by the Employer shall become a Participant as provided in Section 2.2 above.

ARTICLE III
CONTRIBUTIONS AND VESTING

3.1 Employer Contributions. For each Participant who is an Eligible Employee described in Section 2.1(a) and who has completed the participation requirements of Section 2.2(a), the Employer will contribute according to the following schedule in each Plan Year:

For Employees who have not reached their 30th birthday: 7% of Salary

For Employees age 30 and over: 9% of Salary

An increase in the rate of Employer Contributions resulting from attainment of age 30 shall become effective the pay period following the attainment of age 30.

3.2 Participant Voluntary Contributions.

(a) For each Eligible Employee under Section 2.1(b), Voluntary Contributions will be made according to amounts specified in a Salary Reduction Agreement, provided that the Salary Reduction Agreement

(i) is in writing (or otherwise, if permitted by the Employer and applicable Regulations) in a form approved by the Employer, and executed prior to the first pay period for which the Agreement is to be effective;

(ii) provides for a reduction in the Salary paid to the Participant by the Employer in exchange for the contribution of a like amount by the Employer to the Plan on behalf of the Participant;

(iii) specifies the amount of such Contributions;

(iv) is binding upon the Participant with respect to Salary payable while it is in effect;

(v) is subject to such limitations as may be imposed by the Plan Administrator to assure compliance with Sections 3.3 and 3.4 and to leave sufficient Salary to allow other withholdings, reductions and deductions to be made; and

(vi) applies only to Salary payable after the Agreement is in effect.

3.3 Code section 402(g); distribution of excess deferrals. Except as provided under Section 3.7 below, the Plan does not permit Participant Voluntary Contributions in excess of the limit on elective deferrals under Code section 402(g)(1)(B) (as adjusted from time to time under Code Section 402(g)(4)) for any year. The Plan does not permit special catch-up contributions described in Code section 402(g)(7). In the event that an amount is included in a Participant's gross income for a taxable year as a result of an excess deferral under Code section 402(g), and the Participant notifies the Administrator on or before the

March 1 following the taxable year that all or a specified part of a Participant Voluntary Contribution made for his or her benefit represents an excess deferral, the Administrator shall make every reasonable effort to cause such excess deferral, adjusted for allocable income or loss in accordance with Code section 402(g)(2), to be distributed to the Participant no later than the April 15 following the taxable year in which such excess deferral was made. No distribution of an excess deferral shall be made during the taxable year of a Participant in which the excess deferral was made unless the correcting distribution is made after the date on which the Plan received the excess deferral and both the Participant and the Plan designate the distribution as a distribution of an excess deferral. All distributions of excess deferrals are subject to the terms of the Annuity Contract or Custodial Agreement in which such deferrals are invested.

- 3.4 Code Section 415 Limitations. Code section 415 and the Treasury regulations thereunder are hereby incorporated by reference into the Plan. The annual addition (within the meaning of Code section 415) to a Participant's account under the Plan for any limitation year, when added to the annual additions, if any, to his or her account for such year under all other 403(b) plans maintained by the Affiliated Employers (as determined under Treasury regulation section 1.415(f)-1), shall not exceed the lesser of (i) the dollar limit under Code section 415(c)(1)(A), as adjusted for increases in the cost of living under Code section 415(d), or (ii) 100 percent of the Participant's Includible Compensation for such limitation year from the Affiliated Employers. (For purposes of determining the Code section 415 limits under the Plan, the "limitation year" shall be the Plan Year.) The Administrator may cause any contribution in excess of the Code section 415 limitations, adjusted for income, gains, losses, or expenses attributable to such excess contributions to be returned to the Employer or distributed to the Participant to the extent permitted by applicable law.
- 3.5 Termination of Contributions.
- (a) Employer Contributions shall cease for any period during which the Employee is not an Eligible Employee.
 - (b) Participant Voluntary Contributions shall cease, with respect to Salary not currently available, upon written direction to the Employer by the Participant or upon notification to the Participant by the Employer.
- 3.6 Vesting. A Participant shall at all times have a fully vested and nonforfeitable interest in all accumulations under his or her Annuity Contracts and Custodial Accounts.
- 3.7 Age 50 Catch-up Contributions. Notwithstanding the limits described in Sections 3.3 and 3.4 above, a Participant who has attained or will attain age 50 prior to the end of the Plan Year may elect to make such additional Participant Voluntary Contributions as are permitted under Code section 414(v). Such catch-up contributions shall not be taken into account in applying the limitations of Code sections 402(g) and 415.
- 3.8 Rollover contributions. A Participant may make a rollover contribution to the Plan from another plan described in section 401(a), 403(a), or 403(b) of the Code, from an

individual retirement account or annuity described in section 408 of the Code, or from an eligible deferred compensation plan described in Code section 457(b) that is maintained by a state or political subdivision or any agency or instrumentality of a state or political subdivision, upon a demonstration satisfactory to the Administrator that the amounts are eligible for rollover to the Plan under the Code. The Administrator may limit the Annuity Contracts or Custodial Accounts to which such amounts may be contributed, or the types of rollovers that will be accepted by the Plan (such as rollovers of after-tax contributions).

3.9 Transmittal of Contributions. The Employer shall transmit Contributions for any pay period for investment in Annuity Contracts or Custodial Accounts, as the case may be, as directed by Participants pursuant to Section 4.2. In accordance with Department of Labor Regulation section 2510.3-102, Participant Voluntary Contributions will be paid in cash to the Annuity Contract issuer or Custodial Account custodian, as the case may be, as soon after the applicable pay period as the Employer determines to be the date that such contributions can reasonably be segregated from the general assets of the Employer, but in any event no later than the 15th business day of the month following the month in which the Salary to which such contributions relate is paid. In accordance with Department of Treasury Regulation section 1.415-6(b)(7)(ii), Employer Contributions for a Plan Year will be contributed in cash to the Annuity Contract issuer or Custodial Account custodian, with such frequency as the Employer shall determine, but in any event no less frequently than annually and no later than the 15th day of the 6th calendar month following the close of the Employer's fiscal year with or within which the Plan Year ends. In accordance with section 302(c) of ERISA, all contributions for a Plan Year shall be contributed no later than 8½ months following the close of the Plan Year.

3.10 Plan-to-Plan Transfers to the Plan.

(a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan as provided in this Section 3.10. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the Participant is an employee or former employee of the Employer. The Employer and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Employer or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with section 1.403(b)-10(b)(3) of the Treasury regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Annuity Contract or Custodial Account under the Plan, so that the individual whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that individual immediately before the transfer.

- (c) To the extent provided in the Annuity Contracts or Custodial Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as a Contribution by the Participant under the Plan, except that (1) the Annuity Contract or Custodial Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Annuity Contract or Custodial Agreement must impose restrictions on distributions to the Participant whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered a Contribution under the Plan in determining the maximum deferral under Section 3.3.

3.11 Special Rule for Participant Covered by Another Section 403(b) Plan. For purposes of Section 3.3 and 3.4, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitation of Section 3.3 and, to the extent required by applicable law, Section 3.4. For this purpose, the Administrator shall take into account any other such plan maintained by any Affiliated Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

ARTICLE IV
INVESTMENT OF CONTRIBUTIONS

- 4.1 General. The Employer (or its delegate) shall select from time to time one or more Annuity Contracts and/or one or more Custodial Accounts to serve as investment media for contributions under the Plan. The Employer shall retain the right to change its choice of Annuity Contracts or Custodial Accounts, and may require that funds held in Annuity Contracts or Custodial Accounts at the time of such change be transferred to one or more other Annuity Contracts or Custodial Accounts.
- 4.2 Participant's Investment Election. The Plan is intended to be an "ERISA Section 404(c) Plan" within the meaning of ERISA section 404(c) and Department of Labor regulations thereunder, and shall be interpreted and administered in accordance with that intent. The Participant shall at all times have the right to direct the investment of contributions made on his or her behalf among the Annuity Contracts and Custodial Accounts. The Administrator or its delegate shall be obligated to comply with such instructions except as otherwise provided in the ERISA section 404(c) regulations. Consistent with the requirements of ERISA section 404(c), the Administrator or its delegate shall prescribe the form and manner in which such directions shall be made, as well as the frequency with which such directions may be made or changed, and the dates as of which they shall be effective. The Administrator shall be the fiduciary identified to furnish the information contemplated by ERISA section 404(c), but may designate another person or entity to provide such information on its behalf. To the extent permitted by an Annuity Contract issuer or Account custodian, a Participant may, in his or her discretion, appoint an "investment manager" (as defined in ERISA section 3(38)) (other than the Employer, any Affiliated Employers, any employee, officer or trustee thereof) to give investment instructions on the Participant's behalf; provided, that no person or entity who is otherwise a fiduciary with respect to the Plan (other than the investment manager) shall in any way be liable for any loss or by reason of any breach of duty resulting from the appointment of such agent and the investment directions made pursuant to such appointment.
- 4.3 Accounts. Any Annuity Contract issuer or Account custodian receiving Plan contributions shall be required to maintain an account for each Participant and shall be responsible for reporting the amount in each account to the Participant and to the Employer at least quarterly.
- 4.4 Current and Former Vendors. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan at Appendix A. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Contributions under the Plan and a Vendor holding assets under the Plan in accordance with Section 3.10), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law. To the extent permitted by the

Administrator, a Participant or Beneficiary is permitted to change the investment of his or her Annuity Contracts and Custodial Accounts among the Vendors under the Plan, subject to the terms of the Annuity Contracts or Custodial Agreements; provided, however, that no investment changes may be made to a Vendor that is not eligible to receive contributions under Section 4.1 above.

ARTICLE V
IN-SERVICE WITHDRAWALS AND LOANS

- 5.1 Limitations on Withdrawals. Except as provided in this Article 5, accumulations in an Annuity Contract or Custodial Account may not be withdrawn prior to the Participant's severance from employment.
- 5.2 Non-Hardship Withdrawals.
- (a) Participant Mandatory and Voluntary Contributions and earnings thereon as of December 31, 1988 which are invested in an Annuity Contract may be withdrawn at any time, subject to the applicable Annuity Contract.
 - (b) Benefits attributable to Participant Mandatory and Voluntary Contributions, other than those described in 5.2(a), may be paid after the Participant attains age 59½.
 - (c) Contributions by the Employer and earnings thereon may be withdrawn when the Participant attains age 70½.
- 5.3 Hardship Withdrawals.
- (a) Subject to the terms of the applicable Annuity Contract or Custodial Account, a Participant who has not met the requirements of Section 5.2 may request a distribution of Participant Mandatory and Voluntary Contributions (but not income attributable to such Contributions) in the event of an immediate and heavy financial need arising from
 - (i) uninsured medical expenses described in Internal Revenue Service Publication 502 (as in effect for the year of withdrawal) incurred by the Participant, his or her spouse or any of his or her dependents (as defined in Code section 152) or Beneficiaries;
 - (ii) costs directly related to the purchase of a principal residence of the Participant (excluding mortgage payments);
 - (iii) the payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for the Participant, his or her spouse, children or dependents (as defined in Code section 152 without regard to Code section 152(b)(1), (b)(2) or (d)(1)(B)) or his or her Beneficiaries;
 - (iv) payments necessary to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage on that principal residence; or
 - (v) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code section 152, without regard to Code section 152(d)(1)(B)) or Beneficiaries; or

- (vi) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).
- (b) Distribution of amount necessary to meet need. As soon as practicable after (i) the Administrator determines that an immediate and heavy financial need exists with respect to the Participant, and (ii) all other distributions and nontaxable loans currently available under the Plan and all other plans maintained by the Affiliated Employers have been made, the Administrator will direct the Annuity Contract issuer or Account custodian to pay to the Participant the amount necessary to meet the need created by the hardship (but not in excess of the value of the amount attributable to the Participant's Mandatory and Voluntary Contributions). The amount necessary to meet the need may include the amount of any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal.
- (c) Effect of Hardship Withdrawal. A Participant who receives a hardship distribution must stop Participant Voluntary Contributions and will not be permitted to resume such contributions until six months after receipt of the distribution.
- (d) Annuity Contracts and Custodial Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Annuity Contracts and the Custodial Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to section 1.401(k)-1(d)(3)(iv)(E) of the Treasury regulations), the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Contributions under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to Section 1.401(k)-1(d)(3)(iii)(B) of the Treasury regulations), the Vendor shall obtain information from the Employer or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

5.4 Application for Benefits. Application for benefits under the Plan must be made to the Employer and will only be approved upon the satisfactory completion of necessary forms.

5.5 Loans. To the extent permitted by an Annuity Contract or Custodial Agreement and by Code section 72(p), a Participant may borrow against his or her interest in the Annuity Contract or Custodial Account, as the case may be. Loans from an Annuity Contract or Custodial Account will be made only in accordance with the terms of such Contract or Account, and only in the event that:

- (a) the loans (i) are available to all Participants on a reasonably equivalent basis, (ii) are not made available to highly compensated employees (within the meaning of Code section 414(q)) in an amount (determined under Department of Labor Regulation section 2550.408b-1(c)), greater than the amount made available to other employees, (iii) are made in accordance with specific written procedures, (iv) bear a reasonable rate of interest, (v) are adequately secured, (vi) are amortized evenly and at least quarterly, and (vii) are repayable within 5 years (except in the case of a loan used to acquire a principal residence); and
- (b) the loan amount, together with any outstanding indebtedness of the Participant under the Plan, does not exceed the lesser of (i) 50% of the combined value of Annuity Contracts and Custodial Accounts maintained for the Participant, or (ii) \$50,000 (reduced by the highest outstanding loan balance under the Plan during the year which ends on the date before the loan is made), provided, however, that no loans of less than \$1,000 will be made.

The Administrator shall promulgate such rules and procedures, not inconsistent with the express provisions of this Section, as it deems necessary to carry out the purpose of this Section. In addition, the Annuity Contract or Custodial Account from which a loan is made may contain additional rules and procedures not inconsistent with this Section. All such rules and procedures shall be deemed a part of the Plan for purposes of the Department of Labor Regulation section 2550.408b-1(d). Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 5.5(b), including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

- 5.6 Spousal consent. No withdrawal or loan under this Article 5 may be made to a Participant who is married on the date of a withdrawal or loan unless the Participant's spouse consents thereto (including the giving of security interests in the Annuity Contract or Custodial Account, in the case of a loan) within 90 days prior to such withdrawal or loan. Such consent must be made in the same manner as provided under Article 6 below for distributions after severance from employment.

ARTICLE VI
DISTRIBUTIONS AFTER SEVERANCE FROM EMPLOYMENT

- 6.1 Distribution upon Severance from Employment. A Participant who experiences a severance from employment with the Affiliated Employers at any time may elect to begin receiving retirement benefits in accordance with Section 6.2 or 6.3. Notwithstanding the preceding sentence, unless otherwise provided under the applicable Annuity Contract or Custodial Account, a Participant who has a severance from employment with the Affiliated Employers may elect to defer receipt of his or her benefits under the Plan provided that such a deferral may not extend beyond the dates described in Section 6.5. A Participant who does not file an application for benefits will be deemed to have elected to defer benefits.
- 6.2 Joint and Survivor Annuity Benefits. Except as provided in subparagraph (b) or in Section 6.3, a Participant shall receive the value of his or her benefits in the form of a "qualified joint and survivor annuity".
- (a) Definition. The term "qualified joint and survivor annuity" means for an unmarried Participant, an annuity for the life of the Participant, and for a married Participant, an annuity for the life of the Participant with a survivor annuity for the life of his or her spouse which is fifty percent (50%) of the amount of the annuity payable during the joint lives of the Participant and spouse and which is the actuarial equivalent of an annuity for the life of the Participant.
- (b) Right to Waive. A Participant may elect at any time during the applicable election period (as defined below) to waive payment of the qualified joint and survivor annuity. A separate spousal waiver will be required for each Annuity Contract issuer and/or Custodial Account custodian with whom a Participant has accounts under the Plan. A Participant may revoke any such waiver without the consent of the Participant's spouse at any time during the applicable election period.
- (c) Spouse's Consent. No waiver elected under subparagraph (b) shall be effective unless the Participant's spouse consents in writing to the waiver, the waiver designates a beneficiary (or a form of benefits) which may not be changed without the spouse's consent (or the spouse's consent expressly permits designations by the Participant without any requirement of further consent by the spouse), the terms of such consent acknowledge the effect of the waiver, and the waiver is witnessed by a representative of the Employer or a notary public. Such consent shall be irrevocable.

The provisions of the preceding paragraph shall not be applicable if the Employer is satisfied that the required consent cannot be obtained because the Participant does not have a spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may prescribe by regulations. Any consent by a spouse or the establishment that the consent of a spouse cannot be obtained shall only be effective with respect to such spouse.

- (d) Applicable Election Period. The term "applicable election period" means the ninety (90) day period ending on the Annuity Starting Date, or such shorter period permitted by the Code or ERISA.
- (e) Required Information. The Plan Administrator shall provide (or cause the Annuity Contract issuer or Custodial Account custodian to provide) to each eligible Participant not less than 30 days nor more than 90 days before his or her Annuity Starting Date (pursuant to such regulations as may be prescribed by the Secretary of the Treasury) a written explanation of:
 - (i) the terms and conditions of the qualified joint and survivor annuity;
 - (ii) the Participant's right to make, and the effect of, an election to waive the qualified joint and survivor annuity;
 - (iii) the rights of the Participant's spouse under subparagraph (c);
 - (iv) the right to make, and the effect of, a revocation of an election under subparagraph (b); and
 - (v) a general explanation of the relative financial effect on the Participant's benefit of electing the joint and survivor annuity and any other information required by Treasury regulation section 1.401(a)-20 (to the extent applicable).

In accordance with the Code and ERISA, a distribution may commence less than 30 days after the required notification is given, provided that (i) the Participant is clearly informed of his or her right to a period of at least 30 days after receiving the notice to consider whether or not to elect a distribution; and (ii) the Participant, after receiving the notice, elects a distribution.

6.3 Optional Retirement Benefits. If a Participant is not married or is married but files a waiver in accordance with Section 6.2, then the Participant may choose to have the value of his or her benefits paid to him or her in any form then permitted by the applicable Annuity Contract or Custodial Agreement.

6.4 Death benefits.

- (a) Death Prior to Annuity Starting Date – Unmarried Participants. If a Participant dies while employed by the Employer or at any time thereafter prior to the Annuity Starting Date, the current value of his or her accounts shall be paid as a death benefit to his or her Beneficiary. A Participant may designate one or more Beneficiaries and may change Beneficiaries at any time by filing written notice thereof with the applicable Annuity Contract issuer or Custodial Account custodian.

- (b) Death Prior to Annuity Starting Date – Married Participants. In the case of a Participant who dies prior to his or her Annuity Starting Date and is married on the date of death:
- (i) The Participant's surviving spouse will be entitled to receive an annuity during the spouse's lifetime having a present value, at the time of the Participant's death, equal to a percentage (no less than 50%, and no more than 100%) of the value of each of the Participant's Annuity Contracts and Custodial Accounts as may be specified in such Annuity Contracts and Custodial Accounts. In the event that no such percentage is specified in any particular Annuity Contract or Custodial Account, the percentage shall be 50%. Any portion of an Annuity Contract or Custodial Account not payable to the Participant's surviving spouse as provided in this paragraph (b) will be paid to the Participant's Beneficiary). The form of distribution available to a nonspouse Beneficiary, and any optional forms available to a surviving spouse, will be as provided in the particular Annuity Contract(s) or Custodial Account(s) in which contributions made on behalf of the Participant are held.
 - (ii) To the extent not inconsistent with an Annuity Contract or Custodial Account, a married Participant may waive the preretirement death benefit for his or her surviving spouse described in paragraph (i) above and name a Beneficiary entitled to receive benefits in the event the Participant dies before his or her Annuity Starting Date in lieu of the Participant's surviving spouse. Any such waiver must be made within the period beginning on the first day of the Plan Year in which the Participant attains age 35 and ending on the earlier of the Annuity Starting Date or the date of the Participant's death. In addition, the Participant's spouse must consent to the waiver in writing and as otherwise described in Section 6.2(c) above. The Employer will provide such information to Participants in connection with the preretirement survivor benefits and the Participant's right to waive those benefits as may be required from time to time under ERISA section 205.
- (c) Death on or after annuity starting date. In the case of a Participant who dies on or after his or her Annuity Starting Date, no benefits will be payable to a surviving spouse or other Beneficiary after the Participant's death except to the extent provided in the form or forms of distribution in effect with respect to the Participant pursuant to Section 6.2 or 6.3.

6.5 Statutory Distribution Rules.

- (a) Latest Time for Distributions. Accumulations under the Plan must become payable no later than the earlier of the applicable date specified in (i) ERISA Section 206(a) or (ii) Code sections 403(b)(10) and 401(a)(9), which are incorporated by reference herein. The Plan will apply the minimum distribution requirements of Code section 401(a)(9) in accordance with the regulations

thereunder. Benefits payable to the Participant in accordance with these statutory distribution rules will be paid over the life of the Participant or the joint lives of the Participant and his or her Beneficiary, or over a period not extending beyond the life expectancy of the Participant or the joint life expectancy of the Participant and his or her Beneficiary, as determined under Code sections 403(b)(10) and 401(a)(9) and the regulations thereunder. To the extent required by and in accordance with Code section 401(a)(9)(B), benefits payable upon the death of the Participant prior to his or her Annuity Starting Date will be distributed in full within five years after the death of the Participant unless an exemption specified in Code section 401(a)(9)(B) applies, in which case benefits may be payable over the period (and starting at such time) as specified in Code section 401(a)(9)(B). To the extent required by Code section 403(b)(10) and 401(a)(9) benefits payable upon the death of the Participant after his or her Annuity Starting Date will be distributed at least as rapidly as under the method of distribution in effect for the Participant at the time of his or her death. All amounts held in an Annuity Contract or a Custodial Account will be payable in accordance with the incidental benefit rules as determined under Code section 403(b)(10) and related Treasury guidance.

- (b) Small Account Balances. The terms of the Annuity Contract or Custodial Agreement may permit distributions to be made in the form of a lump-sum payment, provided, however, that no payments may be made under the Plan without the consent of the Participant or Beneficiary.

6.6 Direct Rollovers. If a Participant, surviving spouse of the Participant, or alternate payee who is a spouse or former spouse of the Participant is entitled to receive an eligible rollover distribution within the meaning of sections 403(b)(10) and 401(a)(31) of the Code, he or she may elect to have the distribution paid directly, in whole or in part, to (i) an individual retirement account or annuity described in section 408 of the Code, (ii) a tax-sheltered annuity plan described in section 403(b) of the Code, (iii) an annuity plan described in section 403(a) of the Code, (iv) a qualified trust described in section 401(a) of the Code or (v) an eligible governmental deferred compensation plan described in Code section 457(b) which agrees to account separately for amounts transferred into such plan by the Plan; provided that the account, annuity, plan or trust (as the case may be) agrees to accept such rollover distribution. A non-spouse Beneficiary may elect to have an eligible rollover distribution paid directly, in whole or in part, to an individual retirement account or annuity that has been established on behalf of such Beneficiary as an inherited individual retirement account or annuity within the meaning of Code section 408(d)(3)(C).

6.7 Plan-to-Plan Transfers From the Plan.

- (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Annuity Contracts or Custodial Accounts transferred to another plan that satisfies section 403(b) of the Code in accordance with section 1.403(b)-10(b)(3) of the Treasury

regulations. A transfer is permitted under this Section 6.7(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

- (b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan.
- (c) Upon the transfer of assets under this Section 6.7, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.7 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to section 1.403(b)-10(b)(3) of the Treasury regulations.

ARTICLE VII
ADMINISTRATION OF THE PLAN AND NAMED FIDUCIARIES

- 7.1 Administration. The Plan is administered by the Employer. The Employer may delegate its authority, duties and responsibilities to such person or persons as it determines from time to time by an instrument in writing. The Employer or its delegate may require any eligible Employee to submit to it, in such form as it deems reasonable and acceptable, proof of age or date of birth, and any other information necessary or desirable for the proper administration of the Plan.
- 7.2 Named Fiduciary. The Employer is a Named Fiduciary with respect to the Plan for purposes of ERISA section 402(a)(2). The Employer shall have final and discretionary authority to decide questions of eligibility and contributions under the Plan and shall interpret all terms. Any interpretation of the Plan or other determination with respect to the Plan by the Employer or its delegate shall be final and conclusive on all persons in the absence of clear and convincing evidence that such interpretation or other determination was made arbitrarily and capriciously.
- 7.3 Claims and review procedure. The Employer shall adopt procedures for the filing and review of claims for benefits in accordance with ERISA Section 503.
- 7.4 Authority to Correct Operational Defects. The Administrator will have the full discretionary power and authority to correct any "operational defect" in any manner or by any method it deems appropriate in its sole discretion in order to cause the Plan (i) to operate in accordance with its terms or, (ii) to maintain its tax-qualified status under the Code. For purposes of this Section, an "operational defect" is any operational or administrative action (or inaction) in connection with the Plan which, in the judgment of the Administrator, fails to conform with the terms of the Plan or causes or could cause the Plan to lose its tax-qualified status under the Code.

ARTICLE VIII
AMENDMENT AND TERMINATION OF THE PLAN

- 8.1 Amendment of the Plan. The Employer reserves the right to amend or modify the Plan in any respect and at any time (such amendment to take effect retroactively if the Employer so provides). Such amendment will be evidenced by a written instrument executed by an officer of the Employer duly authorized to execute such instrument; provided, however, no amendment shall divest any Participant of any interest hereunder that has accrued to him/her prior to the effective date of such amendment except as permitted by law.
- 8.2 Termination of the Plan. The Employer established the Plan with the expectation and intention that it will be able to continue the Plan and Contributions hereunder indefinitely, but it will not be under obligation to do so. The Employer may terminate the Plan at any time by a written instrument executed by an officer of the Employer duly authorized to execute such instrument; provided, however, that if the Plan shall be terminated, each Participant shall retain his or her rights under any applicable Annuity Contracts and Custodial Accounts. Any such Plan termination shall comply with Treasury Regulation section 1.403(b)-10(a).

ARTICLE IX
MISCELLANEOUS

- 9.1 Not An Employment Contract. The Plan is not a contract between the Employer and any person, nor is it a consideration for, an inducement to, or a condition of employment of any person. Nothing contained in the Plan shall give any person the right to be retained in the service of the Employer or shall interfere with the right of the Employer to terminate the employment of any person. No Participant or other person shall have any right or claim to benefits beyond those expressly provided by the Plan.
- 9.2 Nonalienability. Benefits under the Plan may not be assigned or alienated. However, to the extent provided by a qualified domestic relations order (within the meaning of Code section 414(p) and ERISA section 206(d)), benefits may be paid to an alternate payee from such Annuity Contract or Custodial Account, or a new Annuity Contract or Custodial Account may be established in favor of an alternate payee from a Participant's Annuity Contract or Custodial Account, even if the Participant is not otherwise entitled to benefits at the time of such payment or establishment. Also, in accordance with ERISA section 206(d)(4), the benefits paid to a Participant from an Annuity Contract or a Custodial Account may be offset by an amount the Participant is ordered or required to pay to the Plan if the order or requirement to pay arises under a judgment of conviction for a crime involving the Plan, or under a civil judgment entered by a court (or pursuant to a settlement agreement between the U.S. Secretary of Labor and the Participant) in connection with a violation of Part 4 of Subtitle B of Title I of ERISA. The Administrator shall adopt procedures to determine the qualified status of domestic relations orders, to administer distributions under qualified orders, and to administer any offset of payments pursuant to a judgment, order, decree or settlement. Participants and Beneficiaries may obtain, at no charge, a copy of such procedures from the Administrator.
- 9.3 Payment on Behalf of Participants. If the Employer shall determine that any Participant or Beneficiary entitled to benefits under the Plan is unable to care for his or her affairs due to mental or physical incapacity, or is a minor, any benefits payable to him/her may be paid for his or her benefit to his spouse, parent, brother or sister, or other person deemed by the Employer to have incurred expenses for such person unless prior claim therefor has been made by a duly qualified guardian or other legal representative. Any such payment shall be a payment for the account of such Participant or Beneficiary and shall be a complete discharge of any liability of the Plan therefor.
- 9.4 Indemnification. All benefits payable under the Plan shall be paid or provided for solely from the Annuity Contracts and Custodial Accounts and the Employer assumes no liability or responsibility therefor, except as provided by law. The Employer agrees to indemnify and to defend to the fullest extent permitted by law any employee or trustee of the Employer who acts for or assists the Employer in administering the Plan as part of his or her employment or trustee duties, including any such person who formerly acted for or assisted the Employer in administering the Plan, against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims

approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

- 9.5 Alternative Action. In the event it shall become impossible to perform any act required by the Plan, the Employer or the Administrator may perform such alternative act which most nearly carries out the purpose and intent of the Plan.
- 9.6 Severability. Each provision hereof shall be independent of each other provision and if any provision of the Plan proves to be, or is held by any court or tribunal, board or authority of competent jurisdiction to be, a violation of section 403(b) of the Code so as to disqualify the Plan created herein as a tax-exempt employee benefit plan under section 403(b) of the Code, contributions to which are excludable in computing net income, such provisions shall be disregarded and shall be deemed to be null and void and not part of this Plan; but such invalidation of such violative provision shall not otherwise impair or affect the Plan or any of the other provisions or terms hereof, provided, however, that nothing in this Section 9.6 shall be treated or interpreted so as to work a reversion or diversion of any funds from the Plan to the Employer.
- 9.7 Headings. The Headings in the Plan are inserted for convenience of reference only and shall have no effect upon the meaning of the provisions hereof.
- 9.8 Situs. The Plan shall be governed by and construed, enforced and administered in accordance with the laws of the Commonwealth of Massachusetts except as the same may be superseded by the Code or ERISA.
- 9.9 Mistake of Fact. If a contribution by the Employer under the Plan is made due to a mistake of fact, the Annuity Contract Issuer or Custodial Account Custodian, to the extent permitted under the Annuity Contract or Custodial Agreement, will, upon request by the Employer, return to the Employer the excess of the amount contributed over the amount that would have been contributed had there not occurred a mistake of fact. Such excess shall be reduced by any losses attributable thereto, if and to the extent such losses exceed the gains and income attributable thereto. No return of a contribution hereunder shall be made more than one year after the mistaken payment of the contribution.
- 9.10 Expenses of Plan. Any reasonable expense of administering the Plan or of any Annuity Contract or Custodial Account, unless paid by the Employer or a Participant (as described below), shall be apportioned among and charged against Annuity Contracts and/or Custodial Accounts in such manner as the Administrator may direct, except that expenses allocable to a specific Annuity Contract or Custodial Account may be charged against such Contract or Account. To the extent consistent with ERISA and the Code, an Annuity Contract issuer or Account Custodian may charge a Participant directly for certain transactions (such as loans) as may be set forth in the Annuity Contract, Custodial Account, or other services agreement.
- 9.11 Participants' Periods of Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

- 9.12 Reclassification of Employment Status. Notwithstanding any provision of this Plan to the contrary, an individual who is not characterized or treated by the Employer as a common law employee of the Employer shall not be eligible to participate. However, in the event that such an individual is reclassified or deemed to be reclassified as a common law employee of the Employer, contributions shall be made on the individual's behalf as of the actual date on which such reclassification occurs (to the extent such individual otherwise qualifies as eligible for such contributions hereunder). If the effective date of any such reclassification is prior to the actual date on which such reclassification occurs, in no event shall the reclassified individual be treated as a Participant on whose behalf contributions are made retroactively to the effective date of such reclassification.
- 9.13 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.
- 9.14 Paperless Media. For purposes of the Plan, the term "written" or "in writing" shall also include use of such paperless media as may be approved by the Plan Administrator.

IN WITNESS WHEREOF, Wheaton College has caused this Plan to be executed in its name and behalf this _____ day of _____.

WHEATON COLLEGE

By: _____

APPENDIX A

Vendors

1. Vendors Eligible to Receive Contributions and Exchanges

TIAA CREF

2. Frozen Vendors

Fidelity Investments