

**SUMMARY PLAN DESCRIPTION**

**AMBERTON UNIVERSITY**

**PENSION PLAN AND TRUST**

**June 2009**

# TABLE OF CONTENTS

<b>INTRODUCTION.....</b>	<b>1</b>
Type of Plan.....	1
Plan Sponsor .....	1
Purpose of the Summary .....	1
<b>PLAN ADMINISTRATION .....</b>	<b>1</b>
Plan Trustees.....	1
Plan Administrator.....	1
Other Information .....	1
<b>PLAN PARTICIPATION .....</b>	<b>1</b>
Eligible Employees.....	1
General Eligibility Requirements .....	2
Entry Date .....	2
Participation by Employees Whose Status Changes .....	2
Participation upon Re-employment .....	2
<b>SERVICE RULES .....</b>	<b>2</b>
Service Definitions .....	2
Termination and Return to Employment .....	3
Credit for Service with Other Employers .....	3
<b>CONTRIBUTIONS AND ALLOCATIONS.....</b>	<b>3</b>
Employer Contributions.....	3
Maximum Contribution Allocation.....	4
Eligible Participants.....	4
Top Heavy Allocations .....	4
<b>BENEFIT UPON RETIREMENT .....</b>	<b>5</b>
<b>BENEFIT UPON DISABILITY.....</b>	<b>5</b>
<b>BENEFIT UPON DEATH .....</b>	<b>5</b>
<b>BENEFIT UPON TERMINATION OF EMPLOYMENT .....</b>	<b>6</b>
<b>DETERMINATION OF VESTED INTEREST .....</b>	<b>6</b>
<b>INVESTMENT OF ACCOUNTS.....</b>	<b>6</b>
<b>TAX WITHHOLDING ON PLAN BENEFITS .....</b>	<b>6</b>
<b>OTHER INFORMATION .....</b>	<b>7</b>
Claims for Benefits.....	7
Non-Alienation of Benefits.....	8
Amendment or Termination.....	8
Missing Payees or Beneficiaries .....	9
Payment of Plan Expenses.....	9
<b>STATEMENT OF ERISA RIGHTS.....</b>	<b>9</b>

## INTRODUCTION

### **Type of Plan**

Effective June 1, 2009, Amberton University amended its money purchase pension plan, which is named the Amberton University Pension Plan and Trust and which will be referred to in this summary plan description as the "Plan". The Plan was originally effective June 1, 1990.

### **Plan Sponsor**

The sponsor of the Plan is Amberton University, and this summary will sometimes refer to Amberton University as the "Employer", "we", "us" or "our". Our address is 1700 Eastgate, Garland, TX 75041-5595; our telephone number is (972) 279-6511; and our employer identification number is 75-1786007.

### **Purpose of the Summary**

This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements we may have made about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator, whose name and address is set forth in the next section.

## PLAN ADMINISTRATION

### **Plan Trustees**

The Plan is administered by a written plan and trust agreement, and the trustees of that agreement are responsible for management of the Plan's assets. The Trustees are Melinda Reagan and Brent Bradshaw, and their address is 1700 Eastgate, Garland, TX 75041-5595.

### **Plan Administrator**

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The Administrator of the Plan is Amberton University, whose address is 1700 Eastgate, Garland, TX 75041-5595, and whose telephone number is (972) 279-6511.

### **Other Information**

We have assigned number 002 to the Plan. The accounting year of the Plan, called the Plan Year, begins June 1st and ends the following May 31st; and legal process can be served on either the Administrator, the Employer, or the Trustees.

## PLAN PARTICIPATION

### **Eligible Employees**

Any employee of Amberton University who is also considered an Eligible Employee will enter the Plan as a Participant on the Entry Date as of which he or she satisfies the eligibility requirements described below in *General Eligibility Requirements*. All persons who are our employees are considered Eligible Employees for purposes of the Plan.

However, you will not be an Eligible Employee if we consider you to be an independent contractor on your date of hire or on the day you would have entered the Plan as a Participant had you been an Employee or on the first day of each subsequent Plan Year. You will also not be

considered an Eligible Employee if you are leased and you are covered under a certain type of money purchase pension plan sponsored by the leasing company.

Any employee who is otherwise eligible to participate can make a one-time irrevocable election to waive participation in the Plan, except that the Administrator may in its sole discretion elect not to make this option available to certain "non-highly compensated employees".

### **General Eligibility Requirements**

If you are not already a Participant and you are an Eligible Employee, you will be eligible to enter the Plan as a Participant upon completing 1 Year of Service.

In determining eligibility and the applicable entry date for Plan participation, you will be deemed to have completed a Year of Service on the last day of the applicable eligibility computation period during which you are credited with the required number of Hours of Service.

See the section titled *SERVICE RULES* for an explanation of how eligibility computation periods and Years of Service for eligibility are determined.

### **Entry Date**

After you have satisfied the eligibility requirements described above in *General Eligibility Requirements*, you will actually enter the Plan as a Participant on the June 1st or December 1st that coincides with or next follows the date on which you satisfy those requirements.

### **Participation by Employees Whose Status Changes**

If you are not considered an Eligible Employee but later become one, you will participate in the Plan immediately if you otherwise satisfy the eligibility requirements. If you are a Participant and later become a member of an ineligible class, your Plan participation will be suspended but your Vested Interest percentage will continue to increase, and you will be entitled to an allocation for the Plan Year only to the extent of service you completed while an Eligible Employee. Upon returning to an eligible class of employees, you will immediately participate again in the Plan.

### **Participation upon Re-employment**

If you terminate employment but you are subsequently re-employed by us, your Years of Service for purposes of eligibility, as well as for purposes of determining when you enter or re-enter the Plan as a Participant, will be determined as described in *SERVICE RULES* below.

## **SERVICE RULES**

### **Service Definitions**

Service for purposes of vesting and eligibility will be determined by your Years of Service. A *Year of Service* is a 12-month computation period during which you complete a certain number of Hours of Service. An *Hour of Service* is any hour for which you have a right to be paid by us, by an adopting Employer, or by an affiliated employer, including hours you are paid for vacation, holidays, illness, back pay and maternity leave. You will incur a *Break in Service* if you fail to perform more than 500 Hours of Service during any 12-consecutive month computation period described below. A Break in Service may affect your eligibility to receive an allocation of contributions and the computation of your Vested Interest. You will receive credit for a Year of Service as follows:

- (1) **To determine your eligibility to participate:** In determining your eligibility to participate in the Plan, you will be credited with a Year of Service if you complete 1,000

Hours of Service within a 12-consecutive month eligibility computation period. Your initial eligibility computation period begins on your date of hire. The second eligibility computation period will begin on the first day of the Plan Year which begins prior to the first anniversary of your date of hire. If you complete 1,000 Hours of Service in both the initial eligibility computation period and in the second eligibility computation period, you will be credited with two Years of Service for eligibility purposes.

- (2) **To determine your Vested Interest:** In determining the Vested Interest in your Account, you will be credited with a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month vesting computation period, which is the Plan Year.

#### **Termination and Return to Employment**

If you terminate and return to employment with us before you incur a Break in Service, your Years of Service and Plan participation will not be deemed interrupted. If you return to employment with us after a Break in Service, your Breaks in Service will not be counted but your prior Years of Service will be counted (and if you were a Participant, your Plan participation will be reinstated) upon your re-employment and after the completion of an additional Year of Service after your return, subject to the following rules:

- (1) **In determining your eligibility:** In determining your eligibility to participate in the Plan, your prior Years of Service will not be counted if you did not have a Vested Interest in your Account and if the number of your consecutive Breaks in Service equals or exceeds the greater of five or your aggregate number of Years of Service.
- (2) **In determining your Vested Interest:** In determining the Vested Interest in your Account, if you had five or more Breaks in Service, your prior Years of Service will not be counted if you did not have a Vested Interest before incurring five or more Breaks in Service and the number of your consecutive Breaks in Service equals or exceeds your aggregate number of Years of Service before incurring five or more Breaks in Service.

#### **Credit for Service with Other Employers**

For Plan purposes, your Service counts if it was completed with us, with another Employer that adopts the Plan, and with any direct predecessor business that is or would have been considered a part of the same group of affiliated employers with us or another adopting Employer.

## **CONTRIBUTIONS AND ALLOCATIONS**

#### **Employer Contributions**

We intend to make contribution to the Plan each Plan Year of an amount equal to 6% of each Eligible Participant's Compensation. (See *Eligible Participants* below for the requirements you must satisfy to qualify as an Eligible Participant for a particular Plan Year).

For each Plan Year in which a contribution is made and in which you are an Eligible Participant, an allocation will be made to your Account

Your Compensation for Plan purposes is the total remuneration you receive from us during the Plan Year, excluding any amount in excess of the annual dollar limit. The annual limit is \*\*\*Compensation annual dollar limit COM\*\*\*, and this dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law. Your Compensation for Plan purposes will also exclude any amount you receive prior to becoming a Participant or while you are a member of an ineligible class of employees. In

addition, any amount you receive under the following circumstances will not be considered Compensation for purposes of the Plan: (1) any amount received as a bonus; (2) any amount received as overtime; and (3) any amount received as a commission.

#### **Maximum Contribution Allocation**

The IRS limits the amount that can be allocated to your Account for any Plan Year, but this limit only applies to our contributions and to any forfeited amounts from terminated Participants that may be allocated to your Account. The total amount of contributions and forfeitures that can be allocated to your Account for any Plan Year cannot exceed the lesser of 100% of your Compensation for the Plan Year or the maximum annual dollar limitation provided by law (\$45,000 for 2007 and \$46,000 for 2008). This dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law. This allocation limitation does not apply to the amount of earnings that can be allocated to your Account.

#### **Eligible Participants**

If you are a Participant in the Plan, you are employed by us on May 31st, and you are in an eligible class of Employees, you will receive an allocation of any Employer contributions made for that Plan Year. If you terminate employment before the last day of the Plan Year and you are not in an eligible class of Employees on the date you terminate, you cannot be an Eligible Participant for that Plan Year. If you terminate employment before the last day of the Plan Year and you are in an eligible class of Employees on the date you terminate, you will only be an Eligible Participant for that Plan Year for the purpose of sharing in any contribution we make to the Plan as described below:

- (1) **Termination because of retirement:** If you terminate because of retirement on or after Normal Retirement Age, you will not receive a contribution allocation for that Plan Year.
- (2) **Termination because of death:** If you terminate because of your death, you will not receive a contribution allocation for that Plan Year.
- (3) **Termination because of disability:** If you terminate because of disability, you will not receive a contribution allocation for that Plan Year.
- (4) **Termination for any other reason:** If you terminate reasons other than retirement, death or disability, you will not receive a contribution allocation for that Plan Year.

#### **Top Heavy Allocations**

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered top heavy. However, the Plan is exempt from providing this minimum allocation in any Plan Year in which we elect to satisfy this requirement by contributing on your behalf to another plan (if any) that we sponsor.

If the Plan is not exempt from this minimum allocation requirement, then for each Plan Year in which the Plan is considered top heavy and in which you are a "non-key" employee who is employed by us on the last day of the Plan Year, you will receive a minimum allocation equal to the lesser of (a) 3% of your Compensation, or (b) the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are "key" employees.

The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are "key" employees. A "key" employee for top

heavy purposes is any employee who satisfies certain ownership requirements and any employee who is an officer and whose Compensation for the Plan Year exceeds certain IRS limits.

## **BENEFIT UPON RETIREMENT**

You will have a 100% Vested Interest in your Account if you reach Normal Retirement Age while you are still employed by us. Normal Retirement Age is the date you reach age 65. Your Account will be distributed within an administratively reasonable time after you terminate employment on or after Normal Retirement Age. However, if you continue working for us after Normal Retirement Age, you can elect to receive a distribution even though you remain employed.

If your Account does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married, your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect to have your Account distributed in a lump sum, in installments, in the form of a non-transferable annuity or in such amount as you designate from time to time.

## **BENEFIT UPON DISABILITY**

If you become disabled before your Account is distributed, you are entitled to your Vested Interest. To be considered disabled, you must suffer a physical or mental condition that qualifies you for Social Security disability benefits. Your Vested Interest will be distributed within an administratively reasonable time after you terminate employment because of the disability.

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married, your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect to have your Account distributed in a lump sum, in installments, in the form of a non-transferable annuity or in such amount as you designate from time to time.

## **BENEFIT UPON DEATH**

If you die before your Account is distributed, your beneficiary is entitled to your Vested Interest. If you are married, your spouse is designated by law to be the beneficiary of 50% of your Vested Interest, but you can name anyone else (including your spouse) to receive the other 50%. Your

spouse can waive in writing his or her statutory death benefit, in which case you can name another beneficiary to receive 100% of your Vested Interest.

Any death benefit paid to a non-spouse beneficiary will be distributed in a lump sum. Any death benefit payable to your spouse will be distributed as monthly annuity payments until his or her death. You can waive the annuity form of payment if your spouse consents in writing, in which case the death benefit payable to your spouse will be distributed in a lump sum.

## **BENEFIT UPON TERMINATION OF EMPLOYMENT**

If you terminate employment with us before Normal Retirement Age, or if you terminate employment with us before you die or become disabled, you will be entitled to receive the Vested Interest in your Account. Distribution will be made within an administratively reasonable time after you terminate employment.

If your Vested Interest does not exceed \$5,000, it will be distributed in a lump sum. If it exceeds \$5,000, it will be distributed as monthly annuity payments. If you are not married, annuity payments will cease when you die. If you are married, annuity payments will continue after your death for the life of your surviving spouse. Each monthly payment to your surviving spouse will be at least 50% of the monthly payment you were receiving during your lifetime, but not more than 100%. You can choose any percentage between 50% and 100%, but the higher the percentage, the smaller the monthly payments will be to you and to your surviving spouse.

You can waive the annuity form of payment, but if you are married your spouse must give written consent to the waiver. If you (and your spouse, if applicable) do waive monthly annuity payments, you can elect to have your Account distributed in a lump sum, in installments, in the form of a non-transferable annuity or in such amount as you designate from time to time.

## **DETERMINATION OF VESTED INTEREST**

Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. You will have a 100% Vested Interest in your Account at all times.

## **INVESTMENT OF ACCOUNTS**

Your Account will be placed in the trust maintained by the Trustees, who will invest your Account in a diversified portfolio which may include savings and/or money market accounts, stocks, bonds, and mutual funds. Your Account will share in the investment performance of the trust, which is valued at least annually.

## **TAX WITHHOLDING ON PLAN BENEFITS**

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties, and taxes, the following is only a brief explanation of the applicable law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from us at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

Any distribution from this Plan that is eligible to be rolled over and that is directly transferred to another qualified retirement plan or to an individual retirement account (IRA) is not subject to

income tax withholding. Generally, any part of a distribution from this Plan can be rolled over to another qualified plan or to an IRA unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment that must be paid to you because you have reached age 70½. There are other distributions that cannot be rolled over, and you should contact the Administrator if you have questions about whether a distribution can be rolled over.

If you choose to have your benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the payment. The Administrator is required by law to withhold 20% of the payment and to remit that amount to the IRS as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still roll over all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to roll over 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld.

You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

## **OTHER INFORMATION**

### **Claims for Benefits**

To make a claim for benefits, you must use the procedures described below. If you feel you are not receiving benefits to which you are entitled, you must file a written claim for benefits with the Plan Administrator. You may authorize someone (such as a family member or an attorney) to make a claim on your behalf. The Administrator will review your claim and determine whether your claim should be granted. The Administrator will notify you of its decision within 90 days after receiving your written claim. In certain cases, the Administrator may take up to an additional 90 days (for a total of 180 days) to review your claim. If the Administrator needs additional time to review your claim, you will be notified in writing within the initial 90-day period. If your claim is denied, you will receive a written or electronic notice explaining why your claim was denied. If additional information is needed, the notice will describe the information that is needed and will explain why it is needed. The notice will explain your right to request a review of the claim denial and your right to request arbitration if you request a review and your claim continues to be denied on review.

If your claim is denied, you can request a review of the denial. If you do not request a review, the denial will be final, binding, and non-appealable. Your request for a review must be made in writing to the Administrator (or if we have appointed a separate Committee to oversee the Plan, to the Committee) within 60 days after you receive the Administrator's written or electronic notice of denial. If you request a review within this time period, the Administrator/Committee will review the claim and denial and, after a full and fair review, determine whether your claim should continue to be denied. As part of the review, you have the right to submit written comments, documents, records, and other information relating to your claim. You also have the right to request copies of any records or other information relevant to your claim. These copies will be provided to you free of charge. In reviewing your claim and its denial by the Administrator, the Administrator/Committee will consider all information that you have provided, regardless of whether the Administrator reviewed the information in deciding your claim.

The Administrator/Committee will notify you of its decision. Generally, you will receive a written or electronic notice within 60 days after the Administrator/Committee receives your written request for review. However, in certain cases, the Administrator/Committee may need additional time to review your claim. If additional time is needed, the Administrator/Committee may take up to an additional 60 days (for a total of 120 days) to review your claim. If the Administrator/Committee needs additional time to review your claim, you will be notified in writing within the initial 60-day period. Also, if the Administrator/Committee meets once every calendar quarter (or more often), it may wait until its next regularly scheduled meeting (or the regularly scheduled meeting following the next regularly scheduled meeting, if your request is not received more than 30 days prior to the next regularly scheduled meeting) to review your claim.

If special circumstances require an extension, you will receive a written notice within the initial period. If the extension is needed because you have not given the Administrator/Committee information it needs to review your claim, then the time period for the Administrator/Committee to review your claim may be suspended (i.e., not run) until you provide the requested information. If your claim is denied on review, you will receive a written or electronic notice explaining why your claim was denied. The notice will explain your right to receive, upon request and free of charge, copies of any documents and other information relevant to your claim. The notice also will explain your right to request arbitration. If your claim is denied on review by the Administrator/Committee, you can request arbitration as described below. If you do not request arbitration, the Administrator/Committee's decision will be final, binding, and non-appealable.

A written request for arbitration must be filed with the Administrator/Committee within 15 days after you receive the Administrator/Committee's decision. If a request for arbitration is timely filed, you and the Administrator/Committee will each name an arbitrator within 20 days after the Administrator/Committee receives your written request for arbitration. The two arbitrators will jointly name a third arbitrator within 15 days after their appointment. If either party fails to select an arbitrator within the 20 day period, or if the two arbitrators fail to select a third arbitrator within 15 days after their appointment, then the presiding judge of the county court (or its equivalent) in the county in which the principal office of the Sponsor is located will appoint such other arbitrator or arbitrators. The arbitrators must render a decision within 60 days after their appointment. The losing party must pay all costs of arbitration unless the decision is not clearly in favor of one party or the other, in which case the costs would be allocated as the arbitrators decide. The decision of the arbitrators is final, binding, and non-appealable.

#### **Non-Alienation of Benefits**

In general, your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. However, if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your Account be transferred to another person (usually your ex-spouse or your children). The Plan has a procedure for processing domestic relations orders, which you can obtain from the Administrator free of charge.

#### **Amendment or Termination**

The Plan is intended to be permanent, but the Employer can amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all Accounts will be distributed. If the Plan is amended or terminated, each Participant and each beneficiary receiving benefits will be notified in writing.

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the Employee Retirement Income Security Act do not apply to this plan.

For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

### **Missing Payees or Beneficiaries**

If the Administrator notifies a Participant or beneficiary that he or she is entitled to receive a benefit and the Participant or beneficiary fails to make his or her whereabouts known in writing to the Trustee or Administrator or otherwise fails to claim the benefit, the benefit will be (1) treated as a forfeiture; or (2) directly rolled to an IRA established by the Administrator on behalf of the missing Participant or beneficiary; or (3) escheated to the State of Texas.

### **Payment of Plan Expenses**

The Plan routinely incurs expenses for services rendered by lawyers, actuaries, accountants, third party administrators, and other Plan advisors. Some of these expenses may be paid by us directly on behalf of the Plan while others may be paid from Plan assets. The expenses that are paid from Plan assets will be shared by all Participants either on a pro-rata basis or on an equal dollar basis.

If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its value as compared to the total value of all Participants' Accounts. For example, if the Plan pays \$1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, \$50 would be deducted from your Account ( $\$1,000 \times 5\%$ ) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

## **STATEMENT OF ERISA RIGHTS**

As a Participant in the Amberton University Pension Plan and Trust (the "Plan"), you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- (2) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- (3) 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.
- (4) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age 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 a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, who are 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.

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 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 that is denied, in whole or in part, you have the right to use the Plan's claim procedures to request review of the claim and to request arbitration if your claim continues to be denied, in whole or in part, on review. If your claim for benefits is ignored, you may file suit in a state or Federal court.

If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you can 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.

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or your rights under ERISA, 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 N.W., Washington, D.C. 20210.

For even more information, you can also contact the U.S. Department of Labor at its internet website at <http://www.dol.gov/ebsa/publications/wyskapr.html> where you can review a publication called "*WHAT YOU SHOULD KNOW ...about your pension rights*". If you would like a copy of that publication, you can call the Department of Labor toll free at (866) 444-3272.

**CODE §401(a)(9) MODEL AMENDMENT  
PURSUANT TO ANNOUNCEMENT 2001-18**

**Name Of Plan:** Amberton University Pension Plan and Trust (the "Plan")

**Plan Sponsor:** Amberton University (the "Sponsor")

**This Amendment** is hereby adopted by the Sponsor in order to permit the Plan to make required minimum distributions in accordance with regulations under Code §401(a)(9) that were proposed by the Internal Revenue Service on January 17, 2001. This amendment will supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Internal Revenue Code in accordance with the regulations under section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service.

**AMBERTON UNIVERSITY**

By \_\_\_\_\_  
Melinda Reagan

Date \_\_\_\_\_

**TRUSTEES**

\_\_\_\_\_  
Melinda Reagan, Trustee

Date \_\_\_\_\_

\_\_\_\_\_  
Brent Bradshaw, Trustee

Date \_\_\_\_\_

**EGTRRA "GOOD FAITH" PLAN AMENDMENT  
FOR DEFINED CONTRIBUTION PLANS WHICH DO NOT INCLUDE 401(k) PROVISIONS**

**Per IRS Notices 2001-42, 2001-56, and 2001-57 and the  
Job Creation and Worker Assistance Act of 2002 (the 2002 Tax Act)**

**Name Of Plan:** Amberton University Pension Plan and Trust (the "Plan")

**Plan Sponsor:** Amberton University (the "Sponsor")

**This Amendment** is adopted by the Sponsor to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), is intended as good faith compliance with the requirements of EGTRRA, and is to be construed in accordance with EGTRRA and guidance issued thereunder, including IRS Notices 2001-42, 2001-56, and 2001-57, and with the Job Creation and Worker Assistance Act of 2002 (the 2002 Tax Act). This amendment will supersede the provisions of the Plan to the extent they are inconsistent with the provisions of this amendment, and except as otherwise indicated, is effective as of the first day of the first Plan Year beginning after December 31, 2001.

- **§611(b) and §632 of EGTRRA - LIMITATIONS ON CONTRIBUTIONS**

*Although plans may impose lower limits on contributions and allocations than the limits under §415(c), the following amendment will generally be required in order to avoid a related violation of §401(a). This could occur, for example, if the plan allocates excess annual additions to a suspense account. (See Notice 99-44, Q&A-8, 1999-2 C.B. 326.)*

**Maximum Annual Addition:** Except to the extent permitted under this amendment which provides for catch-up contributions under EGTRRA §631 and Code §414(v), if applicable, the Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year will not exceed the lesser of (a) \$40,000, as adjusted for increases in the cost-of-living under Code §415(d), or (b) 100 percent of the Participant's Compensation, within the meaning of Code §415(c)(3), for the Limitation Year. The Compensation limit referred to in (b) will not apply to any contribution for medical benefits after separation from service (within the meaning of Code §401(h) or Code §419A(f)(2)) which is otherwise treated as an Annual Addition.

- **§611(c) of EGTRRA - INCREASE IN COMPENSATION LIMIT**

*The following amendment is required; it allows the Sponsor to increase the limit on annual Compensation taken into account under the Plan in Plan Years beginning after December 31, 2001, to \$200,000; or alternatively, to have such increase only apply to Top Heavy Minimum Allocations.*

The annual Compensation of each Participant used in determining allocations (including Top-Heavy Minimum Allocations) will not exceed \$200,000 as adjusted for cost-of-living increases under Code §401(a)(17)(B). Annual Compensation means Compensation during the plan year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

- **§613 of EGTRRA - MODIFICATION OF TOP-HEAVY RULES**

*The following applies to all Plans that are required to include provisions to determine whether the Plan is Top-Heavy and that apply if the Plan is Top-Heavy.*

1. **Effective Date:** This section will apply for purposes of determining whether the Plan is a Top-Heavy Plan under Code §416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code §416(c) for such years. This section amends the sections of the Plan that include Top-Heavy provisions.
2. **Determination Of Top-Heavy Status:**
  - (a) **Key Employee:** Key Employee means any employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual Compensation greater than \$130,000 (as adjusted under Code §416(i)(1) for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual Compensation of more than \$150,000. For this purpose, annual Compensation means Compensation within the meaning of Code §415(c)(3). The determination of who is a Key Employee will be made in accordance with Code §416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.
  - (b) **Determination Of Present Values And Amounts:** This section 2 will apply for purposes of determining the present values of accrued benefits and the amounts of Account balances of Employees as of the determination date.
    - (1) **Distributions During The Year Ending On The Determination Date:** The present values of accrued benefits and the amounts of Account balances of an Employee as of the determination date will be increased by the distributions made with respect to the Employee under the Plan and any Plan aggregated with the Plan under Code §416(g)(2) during the 1-year period ending on the determination date. The preceding sentence will also apply to distributions under a terminated Plan which had it not been terminated would have been aggregated with the Plan under Code §416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision will apply by substituting "5-year period" for "1-year period."
    - (2) **Employees Not Performing Services During The Year Ending On The Determination Date:** The accrued benefits and the amounts of Account balances of any individual who has not performed services for the Employer during the 1-year period ending on the determination date will not be taken into account.
3. **Minimum Benefits**
  - (a) **Matching Contributions:** Employer Matching Contributions will be taken into account for purposes of satisfying the minimum contribution requirements of Code §416(c)(2). The preceding sentence will apply with respect to Matching Contributions under the Plan or, if the Plan provides that the minimum contribution requirement will be met in another Plan, such other Plan. Matching Contributions that are used to satisfy the minimum contribution requirements will be treated as Matching Contributions for purposes of the actual contribution percentage test and other requirements of Code §401(m).
  - (b) **Contributions Under Other Plans:** The Sponsor may provide that the minimum benefit requirement will be met in another Plan (including one that consists solely of a cash or deferred arrangement which meets the requirements of Code §401(k)(12) and Matching Contributions with respect to which the requirements of Code §401(m)(11) are met).

- **§641, §642 and §643 of EGTRRA - DIRECT ROLLOVERS OF PLAN DISTRIBUTIONS**

1. **Effective Date:** This section will apply to distributions made after December 31, 2001.
2. **Modification Of Definition Of Eligible Retirement Plan:** For purposes of the Direct Rollover section of the Plan, an eligible retirement plan will also mean an annuity contract described in Code §403(b) and an eligible plan under Code §457(b) 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 and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan will also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code §414(p).

*The following will only be applicable if the Plan includes after-tax or non-deductible voluntary Employee Contributions:*

3. **Modification Of Definition Of Eligible Rollover Distribution To Include After-Tax Employee Contributions:** For purposes of the Direct Rollover provisions of the Plan, a portion of a distribution will not fail to be an eligible rollover distribution merely because the portion consists of after-tax or non-deductible Employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Code §408(a) or (b), or to a qualified defined contribution plan described in Code §401(a) or §403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. In accordance with the 2002 Tax Act, when a distribution includes after-tax Employee contributions which are not includible in gross income, the amount that is rolled over will first be attributed to amounts includible in gross income.

*The following will only be applicable if the Plan includes hardship distributions or withdrawals:*

4. **Modification Of The Definition Of Eligible Rollover Distribution To Exclude Hardship Distributions:** For purposes of the Direct Rollover provisions of the Plan, any amount distributed on account of hardship will not be an eligible Rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

- **§666 of EGTRRA - REPEAL OF MULTIPLE USE TEST**

*The following amendment is required for Plans subject to the multiple use test described in Treas. Reg. §1.401(m)-2.*

The multiple use test described in Treasury Regulation Code §1.401(m)-2 and in the Plan will not apply for Plan Years beginning after December 31, 2001.

**AMBERTON UNIVERSITY**

By \_\_\_\_\_  
Melinda Reagan

Date \_\_\_\_\_

**TRUSTEES**

\_\_\_\_\_  
Melinda Reagan, Trustee

Date \_\_\_\_\_

\_\_\_\_\_  
Brent Bradshaw, Trustee

Date \_\_\_\_\_