

Summary Plan Description

Prepared for

**TIAA-CREF Retirement Plan for
Faculty and Administrators of
Wilkes University**

To become a Participant in the Plan, you must meet the Plan's eligibility requirements. Once you become a Participant, will maintain an Individual Account for you. Each Plan Year, your account will be adjusted to reflect contributions, gains, losses, etc. The percentage of your account to which you will be entitled when you terminate employment depends on the Plan's vesting schedule. These features are explained further in the following pages.

The actual Plan is a complex legal document that has been written in the manner required by the Internal Revenue Service (IRS) and is referred to as the Basic Plan Document. This document is called a Summary Plan Description (SPD) and explains and summarizes the important features of the Basic Plan Document. may make contributions to this Plan. In addition, you may be able to elect to reduce your annual taxable income by deferring a portion of your Compensation into the Plan as Elective Deferrals. You should consult the Basic Plan Document for technical and detailed Plan provisions. The Basic Plan Document, and not this SPD, controls the legal operation of the Plan.

If at any time you have specific questions about the Plan as it applies to you, please bring them to the attention of the Plan Administrator whose address and telephone number

All dollars contributed to the Plan will be invested either in annuity contracts or in mutual funds held in custodial accounts. The agreements constituting or governing the annuity

the contracts and accounts and the unique rules that apply to each Plan investment which may, in some cases, limit your options under the Plan. For example, the Individual Agreement may contain a provision which prohibit loans, even if the Plan generally allows loans. If this is the case, you would not be able to take a loan from the accumulation in an investment option governed by that Individual Agreement. You should review the Individual Agreements along with this SPD to gain a full understanding of your rights and obligations under the Plan. Contact your Employer or the investment vendor to obtain copies of the Individual Agreements or to receive more information regarding the investment options available under the Plan.

ply
to some of the assets under the Plan. A summary of the prior plan provisions is provided in the section titled ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA.

TABLE OF CONTENTS

INTRODUCTION

ELIGIBILITY

Am I eligible to participate in the Plan?

What requirements do I have to meet before I am eligible to participate in the Plan?

Are there any limits on how much can be contributed for me?
Will contributions be made for me if I am called into military service?
Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?
What happens to my nonvested percentage if I terminate employment?

WITHDRAWING MONEY FROM THE PLAN (AND LOANS)

When can I take a distribution from the Plan?
How do I request a payout?
If I am married, does my spouse have to approve my distributions from the Plan?
How will my money be distributed to me if I request a payout from the Plan?
Do any penalties or restrictions apply to my payouts?
Can I take a loan from the Plan?
How do I apply for a loan?
What is the interest rate for my loan?
What if I don't repay my loan?
What if I die before receiving all of my money from the Plan?
How long can I leave the money in my Plan?
What if the Plan is terminated?

INVESTING YOUR PLAN ACCOUNT

What investments are permitted?
Who is responsible for selecting the investments for my contributions under the Plan?
How frequently can I change my investment election?

ADMINISTRATIVE INFORMATION & RIGHTS UNDER ERISA

Who established the Plan?
When did the Plan become Effective?
Who is responsible for the day-to-day operations of the Plan?
Who pays the expenses associated with operating the Plan?
Does my Employer have the right to change the Plan?
Does participation in the Plan provide any legal rights regarding my employment?
Can creditors or other individuals request a payout from my Plan balance?
How do I file a claim?
What if my claim is denied?
May I appeal the decision of the Employer?
If I need to take legal action with respect to the Plan, who is the agent for service of legal process?
If the Plan terminates, does the federal government insure my benefits under the Plan?
What are my legal rights and protections with respect to the Plan?

DEFINITIONS

- If hired prior to 9/1/12, Faculty and Admin = no eligibility service required; Staff and Clerical = 3 consecutive Months of Eligibility Service. If hired on or after 9/1/12 = one year of eligibility service requirement for faculty and administrative and staff & clerical employees.

before you are eligible to receive contributions made by your Employer. However, there is no years of service requirement for deferring a portion of your Compensation as a pre-tax Deferral. The years of service requirement listed above, however, will apply to pre-tax Deferrals only if you can defer pre-tax or Roth Deferrals into another plan maintained by your Employer that does not have any age and service requirements.

When can I enter the Plan?

Deferral Contributions

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

Matching Contributions

Once you have met the age and service requirements listed above, you will enter the Plan the first day of the next month and become eligible to receive Matching Contributions from your Employer.

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

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

If you terminate employment and are later rehired, you will be able to defer a portion of your Compensation as a Deferral as soon as administratively feasible after being rehired. If you had met the eligibility requirements for Matching Contributions and were a Participant in the Plan before terminating employment or having a break in eligibility service, and are later rehired, you will enter the Plan immediately. If you were not a Participant before the break in eligibility service, and are rehired, you will need to again

CONTRIBUTIONS & VESTING

What amount can I contribute to the Plan?

Deferrals

You will be able to contribute a portion of your Compensation as a pre-tax Deferral unless you are a member of one of the excluded classes listed previously. The maximum dollar amount that you can contribute to the Plan each year is \$17,000 for 2012 and includes contributions you make to certain other deferral plans (e.g., other 401(k) plans, salary deferral SEP plans, and 403(b) tax-sheltered annuity plans). This amount will increase as the cost of living increases. Deferrals (and the related earnings) are always fully vested and cannot be forfeited. So if you were to leave your Employer, you would be

following formula.

Eff. 9/1/12 Facul/Admin deferring at least 5% get ER Match 9%. Staff/Cler deferring at least 3% get ER Match 9%. Eff. 6/1/13, Fac/Admin deferring at least 5% get ER Match of 8%, and Staff/Cler deferring at least 3% get ER Match of 8%.

In addition to making a pre-tax Deferral, you must also work 1000 hours during the Plan Year to qualify for a Matching Contribution.

The 1000 hours of service requirement will not apply, however, if you die, you terminate employment after becoming disabled, or you terminate employment after reaching age 59.5.

Will the Employer make any additional contributions to the Plan?

QNEC

Your Employer may decide to make Qualified Nonelective Contributions to the Plan to satisfy special nondiscrimination rules which apply to the Plan. The amount of the Qualified Nonelective Contribution, if any, will be determined each year by your Employer.

If I have money in other retirement plans, can I combine them with my accumulation under this Plan?

Your Employer may allow you to roll over dollars you have saved in other retirement arrangements into this Plan after you become eligible to participate in the Plan. Your Employer will provide you with the documents or other information you need to determine whether your prior plan balance is qualified to be rolled into this Plan.

The Plan will accept amounts rolled over from the prior plan to this Plan if the prior plan was a:

- qualified retirement plan (e.g., 401(k) plan, profit sharing plan, money purchase pension plan, target benefit plan)
- 403(b) tax-sheltered annuity plan
- government 457(b) plan
- Traditional IRA

Participants and/or beneficiaries who received 2009 RMDs and extended RMDs distributed for 2009 were allowed to roll those distributions over into this plan in accordance with the rollover contributions rules listed above.

Plan to Plan Transfers

Your Employer may allow you to transfer dollars you have saved in other 403(b) retirement arrangements into this Plan if you are currently working for the Employer. Your Employer will establish certain procedures that you must follow if you are making a plan to plan transfer. Limits on the timing of distribution that existed in the prior plan will continue to apply to the assets that you transfer to this Plan.

Rollover and Transfer contributions are always 100 percent vested and nonforfeitable.

Are there any limits on how much can be contributed for me?

In addition to the Deferral limit described previously, you may not have total contributions (including Deferrals) of more than \$50,000, plus any age 50 catch-up contributions, in 2012 or an amount equal to 100% of your Compensation, whichever is less, allocated to the Plan for your benefit each year. The \$50,000 limit will be increased as the cost of living increases, and is the total amount that can be contributed across all retirement plans sponsored by your Employer.

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

If you are reemployed by your Employer after completing military service, you may be entitled to receive certain make-up contributions from your Employer. If your Plan permits Deferrals or Nondeductible Employee Contributions, you may also have the option of making up missed employee contributions and receiving a Matching Contribution, if applicable, on these contributions.

If you are reemployed after military service, contact your Plan Administrator for more information about your options under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?

Contributions that you receive from your Employer are subject to a vesting schedule and could be forfeited if you terminate your employment or have a break in service. You will earn the right to a greater portion of contributions that you receive from your Employer the longer you work for your Employer. Generally, all of your years of service with the Employer count toward determining your vested percentage; however, you must work at least 1,000 hours during each Plan Year to earn a year of vesting service.

Employees hired prior to 9/1/12 shall be 100% and immediately vested in their own and Wilkes University's matching contributions.

The following vesting schedule applies to contributions received from your Employer for those eligible employees hired on or after September 1, 2012:

YEARS OF VESTING SERVICE	VESTED PERCENTAGE
Less than One	0%
1	20%
2	40%
3	60%
4	80%
5	100%
6	100%

EXAMPLE: You have worked for your Employer four years and have received \$1,000 in contributions from your Employer. You terminate employment and request a distribution of contributions that you received from your Employer. Because you have four years of vesting service, you will receive 80% or \$800.

Although your Employer has adopted a vesting schedule, your balance will become 100 percent vested when you reach Normal Retirement Age, the Plan is terminated, contributions to the Plan are discontinued, you die, you incur a Disability or die or incur a Disability while performing qualified military service.

Like the amounts that you contribute to the Plan as Deferrals, Qualified Nonelective Contributions that you receive from your Employer will always be 100 percent vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan.

What happens to the nonvested portion of my account if I terminate employment?

If you terminate employment, you will always retain the right to the vested portion of your Plan balance. Your nonvested portion may be forfeited and used to pay the Plan's administrative expenses or used to reduce future Employer contributions to the Plan. If you are rehired before five breaks in vesting service occur, your forfeited amount will be restored but you may be required to repay the full amount of any payout you have taken. To avoid a break in vesting service, you must work more than 500 hours during any Plan Year.

WITHDRAWING MONEY FROM THE PLAN (AND LOANS)

When can I take a distribution from the plan?

You may always request a distribution of contributions you have received from your Employer upon termination of employment after reaching age 59.5.

You may request a distribution of Deferrals at the times listed below.

- You terminate employment
- You become Disabled
-

You may elect a distribution of your transfer contributions and/or rollover contributions at any time subject to the restrictions in the Individual Agreements.

With regard to transfer contributions, distribution restrictions that applied in the plan that held the transferred amount before you moved it to this Plan may limit your payout options. If the distribution options were more limited under the prior plan, the transferred amount will remain subject to those more restrictive distribution rules.

Hardship

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

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

- medical expenses for you, your spouse or your dependents, or your beneficiary,
- payment to purchase your principal residence,
- tuition and education-related expenses for you, your spouse or your dependents, or your beneficiary
- payments to prevent eviction from your principal residence,
- funeral expenses for you, your spouse or your dependents, or your beneficiary,
- payments to repair your principal residence that would qualify for a casualty loss deduction.

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

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

consent to any Plan loans that you request.

begin payments again in 2010, or both. Your Plan Administrator can tell you whether spousal consent was needed to stop and/or re-start required minimum distributions.

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

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

- Lump sum

- Partial payments

- Installment payments

- Annuity contract (if assets are held in a custodial account) or converted to an income option (if your assets are invested in an annuity contract)

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

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

Do any penalties or restrictions apply to my payouts?

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

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

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

Can I take a loan from the Plan?

Although the Plan is designed primarily to help you save for retirement, you may take a loan from the Plan as outlined below, subject to the terms and restrictions in the Individual Agreements. Please review your annuity contracts or custodial agreements

You should check with your other employers for the rules that apply to loans from the amounts you accumulated while working for the other employers.

If your loan is based on amounts invested in your TIAA-CREF mutual funds, you may

your annuity starting date, as stated in the applicable rate schedule, plus 1 percent. Thereafter the rat

Yield Average for the calendar month ending two months before the anniversary of your loan differs from your current rate by at least a half percent. If the latest average differs by less, your interest rate will remain the same for the next year. For Employers located in Arkansas, Hawaii, or New Jersey, the interest rate will be a fixed rate of 8 percent.

- TIAA-CREF mutual funds - The interest rate for loans from TIAA-CREF mutual funds will be fixed for the term of the loan and will be equal to the Federal Reserve Board Bank prime loan rate plus 1 percent at the time of the loan origination.

You will be required to repay the loan amount (plus interest) to the Plan. If you default on the loan, you will be taxed on the amount of the outstanding loan balance and will be subject to a 10 percent penalty if you are under age 59½. In addition, your Employer has the right to foreclose its security interest in the portion of your vested account under the Plan that you pledged as security for the loan, when an event allowing a Plan distribution occurs. The following events will cause a loan default:

- Not repaying your loan as set forth in your loan agreement.
- Breaching any of your obligations under your loan agreement.
- Severing your employment (for loans from mutual funds in custodial accounts)

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

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

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

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

alternative is provided in the Individual Agreement.

If your Plan balance is \$5,000 or less at the time of your death, your beneficiary will generally have the same options regarding the form of the distribution that are available to you as a Participant. If the balance is greater than \$5,000, your beneficiary may be required to take the payouts in the form of a life annuity, unless the annuity has been properly waived by you and your spouse during your lifetime. Your beneficiary may also have the option of rolling their distribution into an IRA. The Individual Agreements go

What if the Plan is terminated?

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

INVESTING YOUR PLAN ACCOUNT

What investments are permitted?

Your Employer (or someone appointed by your Employer) will select the investment vendors and investment options that will be available under the Plan. The investment options will be limited to annuity contracts and mutual funds purchased through a custodial account. The list of approved investment options and vendors may change from time to time as your Employer considers appropriate. Your Employer may restrict the list of vendors who may accept new contributions to the Plan and it may be different from the list of vendors and investment options available once the contributions have been made to the Plan through a contract exchange. You should carefully review the Individual Agreements governing the annuity contracts and custodial accounts, the prospectus, or other available information before making investment decisions.

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

You have the right to decide how your Plan balance will be invested. Your Employer will establish administrative procedures that you must follow to select your investments. Your Employer will designate a list of vendors and investment options that you may select for new contributions to the Plan. You will have the ability to transfer your Plan balance among these vendors and investment options, to the extent permitted by the Individual Agreements. Contact your Employer if you are not certain whether a particular vendor or investment option is permitted under the Plan. If you do not select investments for your Plan account, the Employer will determine how your account will be invested.

Your Employer intends to operate this Plan in compliance with Section 404(c) of the Employee Retirement Income Security Act (ERISA), and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that your Employer and others in charge of the Plan will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

How frequently can I change my investment elections?

You may change your initial investment selections as frequently as permitted under the Individual Agreements.

ADMINISTRATION INFORMATION AND RIGHTS UNDER ERISA

Who established the Plan?

The official name of the Plan is TIAA-CREF Retirement Plan for Faculty and Administrators of Wilkes University

The Employer who adopted the Plan is:

Wilkes University
84 W South St
Wilkes Barre, PA 18766-0003
570-408-4644
Federal Tax Identification Number: 24-0795506
Fiscal Year End: 12/31

Your Employer has assigned Number 001 to the Plan.

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

When did the Plan become effective?

Your Employer has amended and restated the TIAA-CREF Retirement Plan for Faculty and Administrators of Wilkes University which was originally adopted 07/01/1947. The effective date of this amended Plan is 09/01/2012.

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

Your Employer is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, your Employer may appoint others to act on its behalf or to perform certain functions.

Who pays the expenses associated with operating the Plan?

All reasonable Plan administration expenses including those involved in retaining necessary professional assistance, may be paid from the assets of the Plan, to the extent permitted by the Individual Agreements. These expenses may be allocated among you and all other Plan participants or, for expenses directly related to you, charged against your account balance. Examples of expenses that may be directly related to you include, general recordkeeping fees and expenses related to processing your distributions or loans (if applicable), qualified domestic relations orders, and your ability to direct the investment of your Plan balance, if applicable. Finally, the Employer may, in its discretion, pay any or all of these expenses. For example, the employer may pay expenses

for current employees, but may deduct the expenses of former employees directly from their accounts. Your Employer will provide you with a summary of all Plan expenses and the method of payment of the expenses upon request.

Does the Employer have the right to change the Plan?

The Plan will be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. Your Employer also has the right to amend the Plan to add new features or to change or eliminate various provisions. An Employer cannot amend the Plan to take away or reduce protected benefits under the Plan (e.g., the Employer cannot reduce the vesting percentage that applies to your current balance in the Plan).

Your Employer has elected to retain the following provisions from prior versions of the Plan for certain plan assets.

- Anyone participating in the plan prior to 9/1/12 is fully and immediately vested. The vesting schedule applies to employees hired on or after 9/1/12.

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

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

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

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that your Employer may distribute

examinations and take the steps to evaluate the claim.

What if my claim is denied?

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

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

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

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

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

- i. The specific reason or reasons for the denial;
- ii. Reference to the specific section of the Plan on which the denial is based;
- iii. A description of any additional information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;

procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review; and

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

If the claim denial is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the denial, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

May I appeal the decision of the Employer?

You or your beneficiary will have 60 days from the date you receive the notice of claim in the nature of a hearing and an attorney may represent you.

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

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

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

If the claim is for disability benefits:

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

ii. In deciding an appeal of a claim denial that is based in whole or in part on a medical

Your Employer is the agent to be served with legal papers regarding the Plan.

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

deduction on pre-tax basis.

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

Early Retirement Age There is no Early Retirement Age designated under the Plan.

Employer The Employer is Wilkes University. Your Employer will also serve as the Plan Administrator, as defined in ERISA, who is responsible for the day to day operations and decisions regarding the Plan, unless a separate Plan Administrator is appointed for all or some of the plan responsibilities. The term Employer, as used in this Summary Plan Description, will also mean Plan Administrator, as that term is used in ERISA.

Highly Compensated Employee A Highly Compensated Employee is any employee who

- 1) was a five percent owner at any time during the year or the previous year, or
- 2) for the previous year had Compensation from the Employer greater than \$115,000 (for 2012).

The \$115,000 threshold is increased as the cost of living rises.

Hour of Service An Hour of Service, for purposes of determining Plan eligibility, vesting and eligibility to receive Employer contributions will be based on actual hours for which you are entitled to pay.

If your Employer continues a plan from a prior employer, you will receive credit for time that you worked for the predecessor employer. If your Employer does not continue the

organizational service only for determining

- whether you have satisfied service requirements to participate in this Plan.

Individuals (after 1/1/01) (before 1/1/01) (vice) (pre)

