

**THE GEORGE WASHINGTON UNIVERSITY**  
**SUPPLEMENTAL RETIREMENT PLAN**  
**SUMMARY PLAN DESCRIPTION**

September, 2005

---

**TABLE OF CONTENTS**

---

	PAGE
INTRODUCTION.....	1
PLAN SUMMARY .....	2
PART I    ELIGIBILITY AND ENROLLMENT .....	2
PART II   PLAN ACCOUNTS AND VESTING .....	3
PART III  CONTRIBUTIONS .....	4
PART IV  PLAN INVESTMENTS .....	6
PART V   DISTRIBUTIONS .....	7
PART VI  MISCELLANEOUS PLAN INFORMATION .....	11
PART VII PLAN DATA .....	14

---

## INTRODUCTION

---

The George Washington University (“University”) established The George Washington University Supplemental Retirement Plan (“Plan”) in 1989 and has amended the Plan from time to time.

This booklet is only a summary of the Plan; it does not explain all the information contained in the Plan and may not cover an unusual situation. The detailed Plan provisions are contained in certain legal documents including the group annuity contracts and mutual fund accounts in which contributions are invested. If there is any conflict between this booklet and the Plan’s legal documents, the legal documents will control. You can review those documents at Benefit Services, 2033 K Street, N.W., Suite 210 during normal business hours.

The University’s Board of Trustees periodically updates the Plan’s provisions. You will receive a written announcement summarizing any important Plan changes after they are made. You should keep those supplemental announcements with this booklet so you will always have a current Plan summary.

If you have questions about this booklet, the Plan or any other Plan materials, you should contact the University’s Benefit Services Division at (202) 994-9620.

The Plan is intended to satisfy certain rules under the Internal Revenue Code (“Code”) rules that provide special tax treatment for your Plan benefits.

---

## PLAN SUMMARY

---

### PART I – ELIGIBILITY AND ENROLLMENT

---

#### 1.1 Enrollment Requirements:

To be enrolled as a participant, you must:

- be an “Eligible Employee” as described in Section 1.2 below;

AND

- complete all necessary election forms and have them processed by Benefit Services.

Your enrollment as a participant will be effective beginning with the first day of the month coinciding with or next following the date you satisfy these enrollment requirements. Your participation will terminate when you are no longer an Eligible Employee.

#### 1.2 Eligible Employee:

In general, you will be an Eligible Employee if you are a regular full-time employee, regular part-time employee or non-student temporary/wage employee of the University. You will not be considered an Eligible Employee if: (i) you are a student, including a Fellow, Graduate Teaching Assistant or other person whose duties are incidental to your educational program; (ii) you are a nonresident alien with no earned income from the University which constitutes U.S. source income; (iii) you are classified as a leased employee regardless of whether you are later deemed to be a common law employee; (iv) you are a member of a union which has a collective bargaining agreement unless the agreement expressly provides for participation in the Plan, (v) you are classified as an independent contractor regardless of whether you are later deemed to be a common law employee, or (vi) you are regularly scheduled to work fewer than 20 hours per week.

---

## **PART II – PLAN ACCOUNTS AND VESTING**

---

### **2.1 Your Plan Account:**

An individual account will be established in your name by each of the investment funds to which you elect to contribute. You will receive periodic statements of your account from each investment manager. The statements reflect the balance of your investments at the time adjusted to reflect your contributions, payments to you, expenses, investment earnings and losses, and other items.

### **2.2 Vesting:**

Your account is vested or nonforfeitable at all times. Of course, the amount in your Plan account will fluctuate due to the performance of the investment options that you have selected, as well as any fees and Plan expenses charged to your Plan account.

---

## PART III – CONTRIBUTIONS

---

### 3.1 Contributions:

#### *Before-Tax Contributions*

You may choose to make contributions to the Plan pursuant to a salary reduction agreement. Your salary will be reduced by the amount you select on the salary reduction agreement, subject to limitations imposed by Sections 402(g), 403(b) and 415 of the Code (see Section 3.2 below). Your election may be a flat dollar amount, or it may be based on a percentage of your total salary, including amounts relating to elective deferrals, bonuses, overtime or other forms of supplemental compensation.

You may change the amount of your election during the year, subject to the limitations mentioned below.

If and when you become eligible to participate and enroll in the George Washington University Retirement Plan for Faculty and Staff, the University will make matching contributions to *that* plan equal to 150% of your before-tax contributions to *this* Plan, up to a maximum matching contribution of 6% of your compensation (as it is defined in the George Washington University Retirement Plan for Faculty and Staff).

#### *Catch-Up Contributions*

If you reach the limitations imposed by the Internal Revenue Code (see Section 3.2 below), on before-tax contributions, and you will turn age 50 during a particular plan year, you may make additional before-tax contributions known as “catch-up” contributions each year, beginning in that plan year. Your salary will be reduced by the amount you elect to contribute as catch-up contributions.

Catch up contributions are limited to the lesser of:

- the amount by which your salary for the plan year exceeds the amount of before-tax contributions (other than catch-up contributions) you make to this plan for the plan year
- the amount of catch-up contributions that you may make for a plan year may not exceed the dollar limit for the year under the Code. This limit is:
  - \$4,000 for 2005
  - \$5,000 for 2006

The \$5,000 limit may be adjusted for years after 2006.

#### *Rollover Contributions*

If you receive a lump sum distribution from your prior employer’s qualifying retirement plan or from an IRA, you may be able to roll over that amount tax-free into the Plan. Although rollovers are generally permitted from a broad range of employer-sponsored retirement plans, there are some restrictions under the Internal Revenue Code. As a result, all rollover contributions are subject to approval by the Plan Administrator and the applicable investment provider. If you are interested in making a rollover contribution, please contact the Plan Administrator.

### **3.2 Contribution Limits:**

The Internal Revenue Code places certain limits on amounts which may be contributed on behalf of any participant. The University reserves the right to limit contributions under the Plan or to distribute additional contributions directly to certain participants in order to comply with these limitations.

In any calendar year, you may contribute, in the aggregate, up to the maximum allowed by the Internal Revenue Code in before-tax contributions to this Plan and any other 403(b) plan, 401(k) plan or Simplified Employee Pension (SEP) in which you participate with any employer. If you have completed 15 or more years of service with the University, this limit may be increased by the amount of a “catch-up” contribution, which itself is subject to limits. Additional “catch-up” contributions are available to participants who attain age 50 before the end of a calendar year (as described above).

Participants will be provided an annual statement of the total maximum contribution allowed for each calendar year. Contact the University’s Benefit Services Division if you need additional information.

In addition to the annual limit on before-tax contributions, your contributions to the Plan (not including your catch-up or rollover contributions) may be further limited to the overall contribution limit. The overall contribution limit for your contributions to this Plan effective January 1, 2002, generally may not exceed the lesser of \$40,000 (as adjusted) or 100% of your total Compensation, which includes your elective deferrals, bonuses, overtime or other forms of supplemental compensation.

If your contributions to the Plan exceed the allowable limit for any calendar year, you will have made “excess deferrals.” Generally, excess deferrals are included in your gross income for the calendar year when made and are taxed accordingly.

### **3.3 Contributions for Periods of Military Service:**

If you are absent from work due to qualifying military service and you return to employment with the University within the time period during which your reemployment rights are protected under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), you will be entitled to make contributions to the Plan that you would otherwise have been able to make but for your absence. For purposes of determining the amount of your contribution, you will generally be treated as having received a salary during your military service in the same amount as the salary you would have received had you not been absent.

If you expect to be absent from work on account of military service, please contact the Plan Administrator for more specific information as to when and how USERRA applies to your situation.

---

## **PART IV – PLAN INVESTMENTS**

---

### **4.1 In General:**

All contributions are held either in individual annuity contracts or in mutual fund custodial accounts. Numerous investment options are available under the Plan but certain restrictions may apply.

You may change the allocation of your investment in the various funds at any time during the Plan Year. However, certain restrictions may apply to transfers between investment options or between investment providers. Please contact the University's Benefit Services Division or your investment fund company for more information regarding the investment options and rules on transfers.

### **4.2 Allocation of Investment Return:**

Your account will reflect the expenses, earnings and losses of each fund in which you invest. Plan investments are not guaranteed, and investment losses and expenses may reduce your account.

---

## PART V – DISTRIBUTIONS

---

### 5.1 Distributions On or After Age 59½:

If your investment provider permits, you may receive a distribution from your Plan account on or after the date you have reached age 59½ while actively employed at the University. The forms of payment available are described in Section 5.7 below and are subject to any restrictions imposed by the funds in which you have elected to invest your account and by government regulations.

### 5.2 Hardship Withdrawals:

If your investment fund provider permits, your contributions (but not the earnings on those contributions) may be withdrawn prior to your termination or retirement in the event you have a financial hardship. In order for a distribution to be made on account of hardship, the distribution must be necessary in light of your immediate and heavy financial needs. You may only receive a hardship distribution under the following circumstances (or any other circumstances or events that are permitted by the Code):

- Extraordinary expenses for medical care (described in Section 213(d) of the Code) for yourself, your spouse, or your dependent;
- Costs directly related to the purchase of your principal residence, excluding mortgage payments;
- Tuition and related educational fees for the next 12 months of post-secondary education for you, your spouse, or your dependent;
- Payments to prevent foreclosure or eviction from your primary residence; or
- Payment of funeral expenses of any immediate family member.
- Payment of certain uninsured expenses (to the extent that those expenses exceed 10% of your adjusted gross income) relating to the repair of damage to your principal residence that would qualify for a casualty deduction, such as those resulting from fire or flood damage.

The amount you withdraw may not exceed the amount necessary to satisfy your need, but may include amounts necessary to pay federal, state and local taxes or penalties resulting from the withdrawal. Further, you must first obtain all other distributions and non-taxable loans available to you, under this Plan or any other plan the University maintains.

Your hardship withdrawal of pre-tax contributions will be taxable as income in the year in which you receive the distribution. In addition, if you are under age 59½, hardship withdrawals may be subject to a 10% penalty tax on the amount withdrawn.

If you would like to make a withdrawal, contact the University's Benefit Services Division and the investment fund provider for more details.

### **5.3 Termination Before Retirement:**

If you terminate employment before you are eligible for normal retirement, your participation in the Plan will end when you leave. You will be entitled to receive a distribution of your entire Plan benefit in the form of payment described in Section 5.7 below, subject to any restrictions imposed by the funds in which you have elected to invest your account, and by government regulations.

### **5.4 Disability:**

You will be entitled to receive distributions in the event you become disabled. You will be considered disabled if you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or is of a long-continued and indefinite duration. You must provide written proof of your disability, in a form and manner satisfactory to the Plan Administrator.

### **5.5 Retirement:**

When you retire, you will be entitled to receive a distribution of your entire Plan account in accordance with the rules of the University and the investment fund providers. You are eligible to retire on or after your normal retirement date, which is on or after the last day of the University fiscal year in which you attain age 65. You may also choose to retire on your early retirement date, which is the last day of the University fiscal year in which you either, 1) attain age 55 and complete at least 20 continuous years of full-time (or equivalent) employment, or 2) attain age 60 and complete at least 10 continuous years of full-time (or equivalent) employment.

You may choose to defer distribution of your account until April 1<sup>st</sup> following the year you turn 70½ or following your actual retirement, if later.

### **5.6 Death Benefits:**

If you die before you begin to receive benefits, your accounts will be payable to your spouse and/or any other beneficiaries you designate on the Plan's beneficiary designation form as follows:

- *Married Participants:* If you are married at the time of your death, 50% of your accounts will be paid to your surviving spouse in the form of a qualified pre-retirement survivor annuity, which provides monthly payments over the lifetime of your surviving spouse. The amount of the monthly benefit will be based the value of your Plan accounts and your spouse's age at the time payments commence. The remaining 50% of your accounts will be paid to any other Plan beneficiary or beneficiaries you designate in one of the optional forms of payment described in Section 5.7 (subject to any restrictions imposed by the funds in which you have elected to invest your account, and by government regulation).

You may elect to waive the qualified pre-retirement survivor annuity and (i) have your accounts paid to your spouse in one of the optional forms of payment described in Section 5.7 (subject to any restrictions imposed by the funds in which you have elected to invest your account, and by government regulation), or (ii) designate any other beneficiary or beneficiaries to receive all your accounts in one of the optional forms of payment described in Section 5.7 (subject to any restrictions imposed by the funds in which you have elected to invest your account, and by government regulation). You must make your election, and your spouse must consent to your election, in writing on the forms provided by the Plan Administrator or the investment fund provider. Your spouse's consent must acknowledge the effect of your election and must be witnessed by a Plan representative or a notary public.

You will receive an explanation of the qualified pre-retirement survivor annuity and the election to waive the qualified pre-retirement survivor annuity. The waiver election period begins on the first day of the plan year in which you reach age 35, and ends on the date of your death. If you terminate employment before the first day of the plan year in which you reach age 35, the waiver election period begins on the date of your termination of employment.

- *Unmarried Participants:* If you are not married at the time of your death, your designated Plan beneficiary or beneficiaries may elect to receive the value of your accounts in any of the optional forms of payment described in Section 5.7 (subject to any restrictions imposed by the funds in which you have elected to invest your account, and by government regulation).

It is important that you always keep an updated beneficiary designation form on file with your investment fund provider and notify the investment fund provider when your marital status changes—while you are employed and after you leave. You may designate any person or persons to be your beneficiary or beneficiaries. If you have not filed a beneficiary designation form at the time of your death and (i) at such time you are married, your spouse is automatically your beneficiary with regard to all your accounts, or (ii) at such time you are not married, the Plan automatically designates your estate as your beneficiary. If your spouse and/or designated beneficiary die before you, the Plan automatically designates your estate as your beneficiary. Your beneficiary will be entitled to receive distribution of your benefit in a form described in Section 5.7, subject to any restrictions imposed by the funds in which you have elected to invest your account, and by government regulations.

## **5.7 Payment Form:**

You may choose from among several options when you become entitled to receive benefits from the Plan, depending on the rules of your investment fund provider. However, if you are married, your right to choose certain options may be limited by government regulations.

- *Married Participants:* If you are married at the time your benefit payments are to begin, you will receive your benefit in the form of a qualified joint and survivor annuity. A qualified joint and survivor annuity provides payments for the participant's life and, following the participant's death, continued payments to the participant's spouse for the duration of the spouse's life, in an amount equal to 50% of the amount payable to the participant.

You may elect to receive your benefit in a form other than a qualified joint and survivor annuity. That election must include the written consent of your spouse or must certify that you are unmarried. The spouse's consent must: (i) designate a form of benefit which may not be changed without your spouse's express authorization, (ii) acknowledge the effect of the election, and (iii) include your spouse's signature witnessed by either a notary public or an authorized representative of the Plan. An exception to this consent requirement may be made if you can show the Plan Administrator that the consent cannot be obtained because you are not married or your spouse cannot be located.

- *Unmarried Participants:* If you are not married at the time your benefit payments are to begin, you will receive your benefit in the form of a single life annuity. A single life annuity provides a monthly payment to you for your life only. However, after receiving a written explanation of the terms and conditions of this annuity, you may elect to receive your benefit in an alternative form.

The optional forms of benefit under the plan are:

- *Lump sum distribution.* This benefit form is paid in a single lump sum and consists of the entire balance credited to your account.

- *Installment.* This benefit form is paid in either monthly, quarterly or annual installments spaced over a specified number of years, but not longer than your life expectancy or the joint life expectancy of you and your designated beneficiary.
- *Annuity.* This benefit form is paid for your life, or the joint lives of you and your designated beneficiary but not to exceed your joint life expectancy.

## **5.8 Loans:**

If your investment fund provider permits loans, they may be available to you. Contact the investment fund provider for further information.

## **5.9 Rollovers:**

If you are entitled to receive a distribution from your account, and the distribution is an “eligible rollover distribution,” you may roll over all or a portion of it either directly or within 60 days after receipt into another tax-sheltered annuity program or qualified retirement plan or into an IRA. An eligible rollover distribution is, in general, any cash distribution other than an annuity payment, a minimum distribution payment or a payment which is part of a fixed period payment over ten or more years. The distribution will be subject to a mandatory 20% federal income tax unless it is rolled over directly into another tax-sheltered annuity, qualified plan or IRA.

---

## PART VI – MISCELLANEOUS PLAN INFORMATION

---

### 6.1 Plan Benefit Insurance:

The Plan is a “defined contribution” plan. The benefits under this type of plan are not insured by the Pension Benefit Guaranty Corporation. The retirement benefit you receive will depend on how long you work for the University, the amount you and the University contribute, the amount of your earnings and the investment performance of your contribution accounts. Recognizing this, the government exempts defined contribution plans from buying termination insurance.

### 6.2 Claims Procedure:

When you become eligible to receive benefits under the Plan, you must submit a written claim for benefits to the Claims Administrator on the form prescribed by the Claims Administrator. Benefits under the Plan will only be paid if the Claims Administrator decides, in its sole discretion, that the applicant is entitled to them. If the Plan Administrator should deny your claim for benefits, you will normally receive written notice within 90 days (45 days in the case of claims relating to the eligibility for disability benefits under the Plan) after your completed claim is received by the Claims Administrator. This 90-day period (or 45-day period, in the case of claims relating to the eligibility for disability benefits) may be extended if, due to special circumstances, more time is required to process your claim. The extension may be up to an additional 90 days (or up to two 30-day periods in the case of claims relating to the eligibility for disability benefits). You will be notified before the beginning of the additional period that additional time is needed. If your claim is denied, you will be provided with the reasons for the denial along with any references to pertinent Plan provisions, a description of any additional material or information necessary for you to complete the application if it was incomplete, and an explanation of the Plan’s claim review procedure.

Within 60 days (180 days in the case of claims relating to eligibility for disability benefits) after you receive notice that your claim was denied, you may file with the Claims Administrator a written appeal. You or your authorized representative may review the pertinent Plan documents and may submit any written issues or comments to the Claims Administrator.

A final and binding decision will be made within 60 days (45 days in the case of claims relating to the eligibility for disability benefits) of your appeal. This 60-day period (or 45-day period, in the case of claims relating to the eligibility for disability benefits) may be extended if, due to special circumstances, more time is required to decide your appeal. The extension may be up to an additional 60 days (or 45 days in the case of claims relating to the eligibility for disability benefits). You will be notified before the beginning of the additional period that additional time is needed. Once your appeal is decided, you will receive a written notification that includes the specific reasons for the decision, the references to the Plan provisions on which the decision is based, a statement that you may receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, in the case of a decision relating to the denial of eligibility for disability benefits, the specific rule, guideline, protocol or other similar criterion that was relied upon when making the decision, and a statement of your rights under ERISA.

For purposes of this Section, Claims Administrator will mean the following:

- For information on the terms and conditions, claims, and requests for review of claims involving TIAA-CREF annuity contracts, TIAA-CREF is the Claims Administrator.

- For information on claims and requests for review of claims involving custodial accounts, the applicable custodial account sponsor (or other entity described in the custodial account agreement) is the Claims Administrator.

### **6.3 Plan Amendments and Termination:**

While the University intends to maintain the Plan indefinitely, it reserves the right to amend or terminate the Plan, in whole or in part, in its discretion, at any time. If the Plan is terminated, distribution will only be made in accordance with the provisions of the investment fund provider contracts or custodial accounts.

### **6.4 Assignment of Benefits:**

Generally, your Plan benefits cannot be assigned or pledged. Also, your creditors usually cannot attach your benefits. However, an exception to this general rule applies for certain court orders, called qualified domestic relations orders (“QDROs”) (other exceptions may also be required by law). The Plan may receive a court order requiring that part or all of your account be paid against your wishes to your spouse, former spouse, children or other dependents. If the court order satisfies certain legal requirements and is determined to be a QDRO, it must be honored by the Plan. You will be notified if the Plan receives this kind of court order for your account. Upon request to the Plan Administrator, you may receive free of charge a copy of the procedures used by the Plan to determine whether a domestic relations order is a qualified domestic relations order.

### **6.5 Your Legal Rights:**

As a participant in 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 shall be entitled to:

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

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

### *Prudent Actions by Plan Fiduciaries*

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

### *Enforce Your Rights*

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

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

### *Assistance with Your Questions*

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

---

## PART VII – PLAN DATA

---

- ***Type of Plan***

The Plan is a tax-sheltered annuity program for employees of a tax-exempt educational institution. It provides eligible employees with the opportunity to defer part of their earnings, on a tax-favored basis, and invest those amounts in individual tax-sheltered annuities or custodial accounts offered by the investment fund providers. The amount of your Plan benefit will depend on the amount you accumulate in your account. Each participant's account will be periodically adjusted to reflect investment earnings, investment losses and expenses.

- ***Plan Year***

The Plan records are kept using the calendar year as the "Plan Year."

- ***Plan Administrator***

The Plan Administrator is The George Washington University. The investment fund providers may also perform administration of some aspects of the Plan and the investment options.

- ***Sponsor's Name and Address:***

The George Washington University  
2033 K Street, N.W., Suite 220  
Washington, D.C. 20052

- ***Plan Number: 003***

- ***Sponsor's Tax I.D. Number: 53-0196584***

- ***Plan Administrator:***

The George Washington University  
2033 K Street, N.W., Suite 220  
Washington, D.C. 20052  
(202) 994-1000

- ***Agents to Receive Process:***

The Plan Administrator has been designated as the agent to receive legal process on behalf of the Plan, except that TIAA-CREF has been designated as the agent to receive legal process concerning TIAA-CREF annuity contracts. Legal process may also be served on a plan trustee.

- ***Plan Trustee:***

Louis H. Katz, Executive Vice President and Treasurer  
The George Washington University  
2121 I Street, N.W., Suite 701

Washington, D.C. 20052

- ***Investment Providers:***

TIAA-CREF (Teachers Insurance and Annuity Association - College Retirement Equities Fund)  
730 Third Avenue  
New York, NY 10017-3206  
(800) 842-2733

Fidelity Investments  
P.O. Box 1823 MC2W  
Boston, MA 02105-9916  
(800) 343-0860

The Vanguard Group  
P.O. Box 1101  
Valley Forge, PA 19482-2600  
(800) 523-1188