SUMMARY PLAN DESCRIPTION

for the

WHITWORTH UNIVERSITY
RETIREMENT PLAN

This Summary reflects the contents of the Plan as of July 1, 2008.

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SUMMARY PLAN DESCRIPTION

I. INFORMATION ABOUT THE PLAN

A. General.

Whitworth University (the "University") has established this retirement plan, the Whitworth University Retirement Plan ("Plan"), to supplement your income upon retirement. In addition to retirement benefits, the Plan provides benefits in the event of your death or in the event of your termination of employment prior to normal retirement. If after reading the summary you have any questions, please contact the Office of Human Resources.

This summary is a highlight of the more important provisions of the Plan. However, if there is conflict between a statement in this summary plan description and in the Plan document, the terms of the Plan document will control.

The legal name, address and Federal employer identification number of the University are -

Whitworth University 300 West Hawthorne Road Spokane, WA 99251	EIN: 91-0473310

B. Identification of Plan.

The name of the Plan is the Whitworth University Retirement Plan.

The University has assigned 001 as the Plan identification number. The Plan Year which is the period on which the Plan maintains its records is January 1 through December 31.

The fact that the University has established this Plan does not confer any right to future employment with the University. In addition, you may not assign your interest in the Plan to another person or use your Plan interest as collateral for a loan from a commercial lender.

C. Type of Plan.

The Plan is commonly known as a "403(b) plan."

Under this Plan, there is no fixed dollar amount of retirement benefits. Your actual retirement benefit will depend on the amount of your Account at the time of retirement. Your Account will reflect your own deferral contributions, made through Salary Reduction Contributions, the University's contributions, the length of time you participate in the Plan and the success of your investing and re-investing the assets of your Account.

While a governmental agency known as the Pension Benefit Guaranty Corporation (PBGC) insures the benefits payable under plans which provide for fixed and determinable retirement benefits, this Plan does not provide a fixed and determinable retirement benefit and the PBGC does not include this Plan within its insurance program.

D. Plan Administrator.

The University is the Plan Administrator. The University has designated the Human Resources Director to assist the University with the duties of Plan Administrator. You may contact the Human Resources Office at the University's address or by calling 509-777-4872.

The Plan Administrator is responsible for providing you and other participants information regarding your rights and benefits under the Plan. The Plan Administrator also has the primary authority for filing the various reports, forms and returns with the Department of Labor and the Internal Revenue Service.

The name of the person designated as agent for service of legal process and the address where a processor may serve legal process upon the Plan are –

Director of Human Resources
Whitworth University
300 West Hawthorne Road
Spokane, WA 99251

A legal processor also may serve the Plan Administrator.

The Plan Administrator has the responsibility for making all discretionary determinations under the Plan. The Plan Administrator may appoint a Committee to assist in the administration of the Plan. The members of the Committee may change from time to time. You may obtain the names of the current members of the Committee from the Human Resources Office.

II. ELIGIBILITY

A. Who Is Eligible to Participate in the Plan?

All employees, except those who are ineligible as described below, are Eligible Employees and may make Salary Reduction Contributions.

Ineligible Employees for Contributions.

Employees who are students at the University and individuals who are classified as independent contractors, Part-Time Employees, Temporary Employees, or who are non-resident aliens, are not eligible to make Salary Reduction Contributions to the Plan. A "student" is an individual who is enrolled and regularly attending classes at the University and whose compensation from employment by the University is paid through student employment.

Part-Time Employees.

Part-Time Employees are employees who are regularly scheduled to work fewer than 20 hours per week. If a Part-Time Employee works 1,000 or more hours in any Plan Year, she/he will no longer be treated as a Part-Time Employee for Plan purposes. She/he will be eligible to make Salary Reduction Contributions on the first day of the Plan Year immediately following the Plan Year in which she/ he works more than 1,000 hours.

Temporary Employees

A Temporary Employee is an individual who has been hired by the University to work fewer than 90 days. If a Temporary Employee works more than 90 days, she/he will no longer be treated as a Temporary Employee for Plan purposes. She/he will be enrolled on the first day of the month coinciding with or immediately following her/his employment extending beyond 90 days, if she/he wishes to make voluntary Salary Reduction Contributions. If she/he is regularly scheduled to work at least half-time during the remaining nine (9) months of a Plan Year, she/he will be subject to the Mandatory Salary Reduction Contribution.

What if I am on Active Duty in the Armed Forces after Becoming a Participant?

If you are absent from employment by reason of service in the uniformed services of the United States, once you return to actual employment with the University, the University will make those contributions to the Plan that would have been made if you had remained employed at the University during your period of military service, to the extent required by law.

III. PLAN CONTRIBUTIONS

A. General.

This Plan is a 403(b) plan. A 403(b) plan permits you to elect to have the University contribute on your behalf, out of your Compensation, a certain amount to the Plan. The Whitworth 403(b) Retirement Plan has Mandatory Salary Reduction Contributions, University Contributions, and Voluntary Salary Reduction Contributions for employees who meet the Plan's eligibility requirements.

The law limits the total amount that may be contributed to your Account under the Plan in any Plan Year. Total contributions in any year, University Contributions and Salary Reduction Contributions as described in this section, may not exceed the lesser of 100% of compensation, or $49,000 (2009 Limit). For this purpose, compensation is grossed up by your Salary Reduction Contributions to this Plan. Catch-up contributions (see below) may be made in excess of the $49,000 limit.

What is "Compensation" Under the Plan?

The Plan generally defines "Compensation" for purposes of the Voluntary Salary Reduction Contribution as your W-2 wages.

Calendar year compensation in excess of $245,000 (2009 Limit) is not taken into consideration under the Plan for any purpose. This dollar limit is indexed each year.

Is Any of the Compensation I Receive from the University Excluded for Purposes of the Plan?

Yes, not all compensation that you receive from the University is taken into consideration under the Plan for purposes of the Mandatory Salary Reduction Contribution and University Contribution. Mandatory Salary Reduction Contributions and University Contributions are based on your "Regular Salary." "Regular Salary" is defined as your wages, minus bonuses, overtime, overload pay, commissions, stipends, deferred compensation payments, compensation paid by a grant that is over and above base salary, and adjunct pay.

B. Salary Reduction Contributions.

If you are an Eligible Employee, as described in Section II, you may make Salary Reduction Contributions. You may elect to have your Salary Reduction Contributions treated as after-tax Roth contributions when you complete the Salary Reduction Agreement.

1. <u>Mandatory Salary Reduction Contributions</u>. Eligible Employees who are regularly scheduled to work at least half-time nine (9) or more months out of the Plan Year are required to contribute 5% of their Regular Salary to the Plan as Mandatory Salary Reduction Contributions.

Eligible Employees may also elect to contribute more than the 5% Mandatory Salary Reduction Contribution as a Voluntary Salary Reduction Contribution by completing a Voluntary Salary Reduction Agreement.

2. <u>Voluntary Salary Reduction Contributions</u>. Eligible Employees who are subject to the Mandatory Salary Reduction Contribution and all other Eligible Employees may make Voluntary Salary Reduction Contributions to the Plan. The minimum Voluntary Salary Reduction Contribution permitted is $200 a year.

If you do not elect to make Voluntary Salary Reduction Contributions upon hire, you may elect to make Voluntary Salary Reduction Contributions at any time in the future. You may elect to commence or change the amount of your Voluntary Salary Reduction Contribution effective the first day of any month. To make an election regarding Voluntary Salary Reduction Contributions, you must complete a Voluntary Salary Reduction Agreement and submit it to the Office of Human Resources. A Voluntary Salary Reduction Agreement must be submitted by the 20th of the month preceding the effective date of your election.

Is There a Limit on the Amount I Can Elect to Contribute Through Salary Reduction Contributions?

For any calendar year, your Salary Reduction Contributions may not exceed a specified dollar amount, known as the "402(g) limit." In 2009, the limit is $16,500 and is thereafter indexed annually for inflation. Eligible Employees may contribute up to 100% of their Compensation to the Plan, up to the limits under Code Section 402(g).

If your Salary Reduction Contributions for a particular calendar year exceed the 402(g) limit then the investment company or custodian will refund any excess amount, plus earnings (or less loss) to you. If you participate in another 403(b) plan or any other similar arrangement which is subject to the 402(g) limitation, then your total deferral contributions to all plans may not exceed the 402(g) limitation for a calendar year. If you exceed the 402(g) limitation for a calendar year because you contributed to more than one plan, you must decide which plan holds the excess amount. If you decide this Plan holds the excess amount, you must notify the Plan Administrator by March 1 of the year following the calendar year of the excess contribution. The Plan Administrator will then see that the insurance company or custodian distributes the excess amount to you, plus earnings (or less loss).

What is the Special 15-Year Catch-Up Contribution?

An Employee who has completed 15 Years of Service with the University may increase his or her annual Voluntary Salary Reduction Contributions by the lesser of the following:

(a) $3,000 or

(b) $15,000 minus amounts not included in the Participant's income in prior years by virtue of this "Catch-Up Election;" or

(c) The excess of $5,000 times the Participant's Years of Service with the University minus prior elective deferrals to all University plans under Code Sections 401(k), 403(b) and 408(k)(6).

What is a "Catch-Up" Contribution for Participants Age 50 and Older?

The Plan allows participants who are age 50 or older to make additional Voluntary Salary Reduction Contributions each year. To make this special catch-up contribution, you must first make Salary Reduction Contributions up to the 402(g) limitation, currently $16,500. The maximum catch-up contribution permitted someone age 50 or older in 2009 is $5,500 (indexed for inflation). You may not reduce your compensation below zero.

How are the Catch-Up Contributions Coordinated Under the Plan?

Any Salary Reduction Contribution that is intended as a catch-up contribution either under the 15 year rule or the age 50 catch-up, shall be treated as made first under the 15 Years limit, if applicable to the Participant, and then as made under the Age 50 catch-up, if applicable to the Participant.

May I Change the Amount I Contribute Through Salary Reduction Contributions?

Yes. You may change the amount of your Voluntary Salary Reduction Contributions once a month. To do so, complete a new Voluntary Salary Reduction Agreement and deliver to the Office of Human Resources. The new Voluntary Salary Reduction Agreement must be received by Human Resources not later than the 20th of the month prior to the month the change will take effect.

C. University's Contributions.

Each year the University will contribute an amount equal to 8% of Regular Salary (base pay) on behalf of Eligible Employees, as defined in Section II, who are regularly scheduled to work at least half-time for nine (9) or more months during the Plan Year.

IV. VESTING

Your 403(b) Account is 100% vested at all times. In other words, once the University makes a contribution to the Plan for your benefit, including Salary Reduction Contributions, that contribution belongs to you.

V. DISTRIBUTIONS

A. Payment of Benefits.

You will be entitled to receive your retirement benefits upon your retirement from the University on or after you reach age 65 (the Plan's Normal Retirement Age). However, you may also receive a payment of benefits upon (i) your termination of employment prior to age 65, (ii) disability, (iii) death, or (iv) attainment of age 62 while still employed by the University, if you are a non-highly compensated employee who is a qualified Participant in the University's phased retirement program.

In addition, you may take a hardship distribution from your Plan Account, as described below in Paragraph D.

The law requires that you commence distribution of your benefits no later than April 1 of the calendar year following the calendar year in which you attain age 70½, unless you are still employed by the University on that date.

B. Federal Income Taxation of Benefits Paid.

If you receive a distribution from the Plan prior to your attaining age 59½, the law, with limited exceptions, imposes a 10% penalty on the amount of the distribution you receive to the extent you must include the distribution in your gross income. You should consult a tax advisor regarding this 10% penalty.

Existing Federal income tax laws do not require you to report currently as income amounts you contribute through salary reduction contributions and the amounts the University contributes on your behalf to the Plan. However, when the insurance company, investment company and/or custodian ultimately distributes your Account to you, such as upon your retirement, you must report as income the Plan distributions you receive. Also, it may be possible for you to defer Federal income taxation of a distribution by making a rollover to an individual retirement account, another 403(b) plan, or another eligible retirement plan. You will receive a notice explaining your rollover rights at the time a distribution from the Plan is made to you.

Mandatory income tax withholding rules apply to some distributions if you do not roll over the distribution directly to another eligible plan. At the time you receive a distribution, you will also receive an explanation of the withholding requirements and the options available to you. We emphasize you should consult your own tax adviser with respect to the proper method of reporting any distribution you receive from the plan.

C. Forms of Benefit Payment.

The Plan permits you to elect distribution under any one of the following methods:

(a) Lump sum.

(b) Installment payments (annually, quarterly or monthly) over a specified period of time, not exceeding your life expectancy or the joint life expectancy of you and your designated beneficiary.

(c) Life Annuity; and

(d) Joint and 50% Survivor Annuity.

Your benefit will be paid in the form of a Joint and 50% Survivor Annuity unless you waive this payment form, as described below.

A joint and 50% survivor annuity means you would receive an annuity for your life and, upon your death, your surviving spouse would receive an annuity for his or her life in an amount equal to 50% of your life annuity.

For example, if, under the joint and survivor annuity, a participant was receiving a monthly pension of $400 at the time of her/his death, the surviving spouse would receive a monthly pension of $200 upon the participant's death for the remainder of her or his life.

If you are not married at the time benefit payments commence, the joint and survivor annuity simply is a life annuity, meaning you receive an annuity for your life and payments end upon your death.

To provide the joint and survivor annuity, the Plan would use your Account to purchase that type of annuity contract from an insurance company. The exact monthly annuity payable to you would depend upon the amount of the Account and the insurance company's annuity rates at the time of the purchase. No later than 30 days prior to your distribution date, the Plan will provide you a written notice explaining the joint and survivor annuity, your waiver rights and the spousal consent requirements. The Plan will provide you an appropriate form to elect to receive your benefits in the form of a joint and survivor annuity, or to elect not to receive your benefits in that form. The form the Plan will provide you will explain the economic effect of taking your benefits in the form of a joint and survivor annuity.

The Plan must make any distribution in the form of the Joint and Survivor Annuity, <u>unless</u> the participant properly elects a different form of payment.

Any waiver of a Joint and Survivor Annuity shall not be effective unless: (a) your spouse consents in writing to the election; (b) the election designates a specific Beneficiary(ies), including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (unless your spouse expressly permits designations by you without any further spousal consent); (c) your spouse's consent acknowledges the effect of the election; and (d) your spouse's consent is witnessed by a Plan representative or notary public.

Additionally, your waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment that may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that you have no spouse or that your spouse cannot be located, a waiver will be deemed a Qualified Election.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by you without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific Beneficiary(ies), and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights.

You may revoke a prior waiver without the consent of your spouse at any time before the commencement of benefits. The number of revocations shall not be limited.

D. Hardship Distributions.

You may elect to receive a distribution of your Account (other than earnings) under the Plan, *while you are still employed* by the University, if you incur a hardship.

To qualify for a hardship distribution, you first must obtain all other available distributions and all nontaxable loans currently available under the Plan and all other plans maintained by the University.

A hardship distribution must be on account of uninsured medical expenses described in Code Section 213(d) incurred by you, your spouse, dependents, as defined in Code Section 152, or your designated Beneficiary or Beneficiaries, that would be deductible without regard to whether the expenses exceed 7.5% of adjusted gross income, and that exceeds $1,500.

E. In-Service Distributions.

You may withdraw your Account under the Plan while still employed by the University if you are at least age 62 and you are a non-highly compensated participant in the University's phased retirement program.

F. Disability Benefits.

If you terminate employment because of disability, you may receive a distribution of your Account. Disability means that a Participant, by reason of mental or physical disability, is incapable of continuing any gainful employment, and the Participant's condition constitutes total disability under the Federal Social Security Act.

If you are determined to be disabled, you will be deemed to have terminated employment for purposes of the Plan when you attain age 65, unless you elect to terminate employment at an earlier age.

G. Payment of Benefits upon Death.

If you die before you commence distribution of your Account, except as provided below in the case of a married Participant, the Account will be paid to your designated beneficiary. If you are married, your beneficiary will be your surviving spouse. However, you may designate someone else to receive 50% of your Account with your spouse's formal written consent.

If you are married when you die, your spouse will receive 100% of your Account paid in the form of a preretirement survivor annuity. This means your spouse would receive an annuity for life. Your surviving spouse may elect to have the annuity distributed within a reasonable period after your death.

Your spouse may waive the survivor annuity and elect a different form of payment.

To purchase this annuity, the Plan would use your Account to purchase that type of an annuity contract from an insurance company. The exact monthly annuity payable to your surviving spouse would depend upon the amount of your Account and the insurance company's annuity rates at the time of the purchase.

If your death occurs after you have commenced distributions under the Plan, the preretirement survivor annuity does not apply and your surviving spouse's interest in your remaining Account is subject to the distribution elections described in Paragraph C.

If you are not married or if you name someone other than your spouse as your beneficiary, the Plan will pay the death benefit to the beneficiary as soon as administratively possible after your death. Your beneficiary will designate the form and the commencement date of the distribution. Special rules apply under the Internal Revenue Code with respect to the form and the commencement date of this death benefit.

H. Loss or Denial of Benefits.

If the investment options you choose decrease in value, there will be a corresponding decrease in the value of your Account. Therefore, it is possible that your Account could be less than your Salary Reduction Contributions and the University contributions.

I. Qualified Domestic Relations Order (QDRO).

The Plan Administrator may pay benefits from the Plan to someone other than you, even while you are still working, if required by a qualified domestic relations order (QDRO). A QDRO is a court order providing for child support, alimony, or marital property rights to a spouse, former spouse, child, or other dependent under a state domestic relations law. You may obtain without charge a copy of the procedures governing QDROs from the Plan Administrator.

VI. INVESTING YOUR PLAN ACCOUNT

A. Investment Company/Investment Contracts and Custodian/Mutual Fund.

The University will select the insurance company(ies) and/or mutual fund company(ies) in which you will invest Plan contributions (hereafter investment company). The specific investment choices offered by each investment company will be described to you in separate materials which you must carefully review before making your investment decision. The investment objectives, risk and return characteristics, and information about the type and diversification of each investment option will be available to you from the investment company. Also, immediately prior to or immediately following your initial investment in an investment option, subject to the Securities Act of 1933, you will receive a copy of the most recent prospectus of that option. If you allocate your contributions to an insurance company, you will receive an individual or group deferred variable annuity or fixed annuity contract. If you allocate your contributions to the purchase of an insurance product, you will receive an individual or group deferred variable annuity or fixed annuity contract. If you choose to allocate contributions to mutual funds, these contributions will be held in a custodial account. All withdrawals and benefit payments will be made directly by the applicable insurance company or custodian.

B. Participant Direction of Investment.

You determine how your salary reduction contributions and University contributions are invested. Since you direct the investment of these contributions, your return will depend on how you manage your accounts, as well as investment performance of the funds.

More details are available from the investment company (or if you have trouble obtaining this information, contact Human Resources), including:

- Annual operating expenses of each investment option offered under the Plan (investment management fees, trustees' fees, administrative and transaction costs) which are charged to your Account as a percentage of average net assets.
- Prospectuses, financial statements, and reports or other materials relating to the investment options.
- A list of assets in the portfolio of each fund, including values and the percent of the fund's cash assets.
- For fixed rate investment contracts, the name of the bank or insurance company issuing the contract, as well as the contract term and rate of return.
- Current information on the value of shares or units in mutual funds offered under the Plan with current investment performance (net of expenses).
- The value of shares or units in your Account.

This Plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act and Title 29 of the Code of Federal Regulations, Section 2550.404(c)-1. Plan fiduciaries (the University and Plan Administrator) are not liable for any loss occurring as a result of your investment instructions. While the University believes the assets will appreciate in value over time, the University does not guarantee investment performance.

While the University has selected the investment companies which offer investment options to you under the Plan, the University does not monitor the performance of each and every investment option offered by the investment companies. The offerings include fixed and variable annuities and mutual funds. The variable annuities and the mutual funds offer a broad spectrum of asset classes for investment including funds that invest in government or corporate bonds, real estate, and common stocks. The funds that invest in common stocks also offer a wide variety of asset classes including small cap, mid-cap, international, large cap, growth and value. Each of the investment companies offers you tools to determine your comfort level with risk and your investment objectives. Each of the investment companies offers asset allocation funds which are already set up to diversify across a broad spectrum of asset classes.

It is up to you to determine how to invest the University contributions and your Salary Reduction Contributions and you should review all of the available information very carefully. Please keep in mind the following general concepts as you choose and monitor your investments:

- The Plan does not guarantee the performance of any of your investments. What you ultimately receive depends on the market value and interest or dividend yield.
- You assume all the risks related to your investments. The University is not responsible for any loss that results from your exercise of control over your accounts and your choice of investments.
- Past performance is no guarantee of future results. The fact that a fund or investment receives a high rating based on past performance provides no guarantee that future performance will continue.
- The University cannot and will not provide you with investment advice. So, in making your investment choices among the options available, you have to rely on your own research or on an expert that you trust.
- Evaluations of investment options provided you by the investment companies or any other advisor you may look to have not been endorsed by the University. These evaluations are solely the option of the entity preparing the report and are limited by the assumptions and methods that they use.
- All investments carry the risk of loss. Money market funds or fixed annuities are the least volatile and offer the least risk.
- It would not be wise to invest everything in one option. You should consider selecting a mix of investments which appropriately balances your return objectives with your tolerance for risk and is diversified.
- Consider the investment objectives, risk and return characteristics and historical performance information for each investment option.
- Before investing, study the prospectus for the applicable investment option carefully.
- Fees and expenses are one of the factors that will affect your investment return and retirement income. Compare all services received with the total cost. Cheaper is not necessarily better.
- Trying to time the market usually does not work. Pick an asset allocation strategy which suits your tolerance for risk and stay with it. Asset allocation models are available from the investment companies.
- Review information about general financial and investment concepts, such as risk and return, diversification, the effects of inflation, estimates of retirement needs, and risk

tolerance. Each asset class (*i.e.*, equities, bonds, cash, real estate) has different risks and objectives and performs differently during various market cycles.

- Interactive investment materials may help you develop your investment strategy. These include worksheets, questionnaires and software designed to help you estimate your retirement needs and consider the effect of varying asset choices on your retirement income. These are available from the investment companies.

VII. CLAIMS PROCEDURE

You need not file a formal claim with the Plan Administrator in order to receive your benefits under the Plan. When an event occurs which entitles you to a distribution of your benefits under the Plan, you should contact the Plan Administrator and the insurance company and/or custodian with whom your Account is invested regarding the distribution of your benefits. If you disagree with the Plan Administrator's determination of the amount of your benefits under the Plan or with respect to any other decision the Plan Administrator may make regarding your interest in the Plan, the Plan contains the appeal procedure you should follow.

In brief, if the Plan Administrator of the Plan determines it should deny benefits to you or to your beneficiary making a claim for benefits, the Plan Administrator will give you or your beneficiary adequate notice in writing setting forth specific reasons for the denial and referring you or your beneficiary to the pertinent provisions of the Plan supporting the Plan Administrator's decision. If you or your beneficiary disagrees with the Plan Administrator, you or your beneficiary, or a duly authorized representative, must appeal the adverse determination in writing to the Plan Administrator within 90 days after the receipt of the notice of denial of benefits. If you or your beneficiary fails to appeal a denial within the 90-day period, the Plan Administrator's determination will be final and binding.

If you or your beneficiary appeals to the Plan Administrator, you, or your duly authorized representative, must submit the issues and comments you feel are pertinent to permit the Plan Administrator to re-examine all facts and make a final determination with respect to the denial. The Plan Administrator, in most cases, will make a decision within 60 days of a request on appeal unless special circumstances would make the rendering of a decision within the 60-day period unfeasible. If the Plan Administrator needs an extension of time to process the appeal, you must be furnished with a written notice of extension. In any event, the Plan Administrator must render a decision within 120 days after its receipt of a request for review.

A. Retired Participant, Separated Participant with Vested Benefit, Beneficiary Receiving Benefits.

If you are a retired participant or beneficiary receiving payments under the Plan, the payments you are presently receiving will continue in the same amount and for the same period you selected at retirement. If you are a participant who has terminated employment with the University, but still have an Account in the Plan, you may obtain a statement of the dollar amount of your accounts upon request to the investment company. There is no Plan provision which reduces, changes, terminates, forfeits, or suspends the benefits of a retired participant, a beneficiary receiving benefits or a separated participant's vested benefit amount.

VIII. PARTICIPANT'S RIGHTS UNDER ERISA

As a participant in the Whitworth University 403(b) Retirement 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:

- Examine, without charge, at the Plan Administrator's office and at other specific locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension & Welfare Benefits Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, 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 of your account balance under the Plan and how many more years you have to work before your rights become vested. 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.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people responsible for the operation of employee benefit plans. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other Plan participants and beneficiaries.

No one, including your employer or any other person, may take any action, including firing you or otherwise discriminating against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

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 thirty (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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, 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.

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.