

Summary Plan Description

Prepared for

**SURA/Jefferson Science
Associates 401(k) Plan**

January 1, 2009

SUMMARY OF MATERIAL MODIFICATIONS
December 31, 2010

SURA/JEFFERSON SCIENCE ASSOCIATES 401(k) PLAN

- Introduction -

This summary of material modifications (“SMM”) describes important changes to the SURA/Jefferson Science Associates 401(k) Plan (the “Plan”) and supplements the Summary Plan Description (the “SPD”) for the Plan. You should retain this SMM with your copy of the SPD for future reference.

If this SMM has been delivered to you by electronic means, you have the right to receive a written SMM and may request a copy of this SMM on a written paper document at no charge by contacting the Plan Administrator. The Plan Administrator’s contact information is provided at the end of this SMM.

- Summary of Changes -

Effective January 1, 2009, if you are on a leave of absence due to service in the military for more than thirty (30) days, you may withdraw the amounts held in your accounts in the Plan. If you make this withdrawal, you may not make any further contributions to the Plan for a period of six months following the withdrawal. If you are married, your spouse’s consent to this withdrawal is required.

Effective January 1, 2009, your compensation will include any military differential pay you may receive.

- Additional Information -

You should refer to your SPD for additional information (as modified by this SMM). If you have any questions or think you may be affected by these provisions, you may contact the Plan Administrator for more details.

c/o Office of Human Resource Services
SURA
1201 New York Ave., NW, Suite 430
Washington, DC 20005
202-408-7872

This SMM is merely a summary of the important changes to the Plan and supplements the SPD. If you have any questions, contact the Plan Administrator. A copy of the Plan, including the amendment which affected the changes described in this SMM, is available for your inspection. If there is any discrepancy between the terms of the Plan and this SMM, the provisions of the Plan will control.

A. INTRODUCTION

Southeastern Universities Research Association, Inc. established the Plan by signing a complex legal agreement - the Plan document - which contains all of the provisions that the Internal Revenue Service (IRS) requires, and Jefferson Science Association adopted this Plan as a participating employer. The Plan document must follow certain federal laws and regulations that apply to retirement plans. The Plan document may change as new or revised laws or regulations take effect. The Plan Administrator also has the right to modify certain features of the Plan from time to time. You will be notified of changes affecting your rights under the Plan.

This Summary Plan Description (SPD) summarizes the important features of the Plan document, including your benefits and obligations under the Plan and does not cover all of the Plan provisions. If you want more detailed information regarding certain plan features or have questions about the information contained in this SPD, you should contact your Employer or the Plan Administrator. You may also examine a copy of the plan document by making arrangements with your Employer. Certain terms in the SPD have a special meaning when used in the Plan. These terms are capitalized throughout the SPD and are defined in more detail in the DEFINITIONS section of the SPD. If any information in this SPD conflicts with the terms of the Plan document adopted by your Employer, the terms of the Plan document - not this SPD - will govern.

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G. DEFINITIONS

B. ELIGIBILITY

1. Am I eligible to participate in the Plan?

Generally, most employees are eligible to participate in the Plan. If you are not an excluded employee described below, then you are eligible to make pre-tax Deferrals to the Plan immediately upon employment. You may start contributing to the Plan by making pre-tax Deferrals from your paycheck on the first day of the payroll period after you have met the eligibility requirements. Your length of service does not affect your ability to participate in the Plan.

You will be eligible to participate in the Plan, unless you fall into one of the following categories:

- You are classified as an independent contractor or other individual not considered to be an actual employee by the Employer, even if such classification by the Employer is later determined to be incorrect by a government agency and you are reclassified as an employee.
- You are an Intern (meaning a person who is currently enrolled in high school or college, even if he or she does not receive academic credit for employment).
- You are a Casual Employee (meaning an exempt or non-exempt employee hired to work on a flexible or on-call basis as determined by the availability of work or assignments).

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

Unless you fall into one of the categories of excluded employees, you will be immediately eligible to participate in the Plan.

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

If you terminate employment and are later rehired, you may participate in the Plan immediately, provided you are otherwise eligible to participate in the Plan.

C. CONTRIBUTIONS (& VESTING)

1. What amount can I contribute to the Plan?

Employee Deferrals

You will be able to contribute a portion of your Compensation as a pre-tax Deferral once you have met the eligibility requirements and enter the Plan. However, the Internal Revenue Code places dollar limits on the amount of contributions to the Plan made on a pre-tax basis. The maximum dollar amount that you can contribute to the Plan for each year is posted on the IRS website and includes contributions you make to other deferral plans. (e.g., other 401(k) plans, salary deferral SEP plans, 403(b) tax-sheltered annuity plans, etc.). This amount may be increased by the Internal Revenue Service each year as the cost of living increases. Some of the nondiscrimination requirements under the Internal Revenue Code may affect the amounts contributed to your account during the year, and your contributions may further limited to help the Plan satisfy certain nondiscrimination. You will be notified you if you are a Highly

Compensated Employee, subject to any additional limits. Deferrals (and the related earnings) are always fully vested and cannot be forfeited. So if you were to leave your Employer, you would be entitled to the full Deferral balance (plus any earnings).

If the amount of Compensation you choose to defer into the Plan is less than 5 percent of your Compensation, your Deferral percentage will be automatically increased beginning on the first day of the next Plan year by 5 percent of your Compensation (up to a maximum of 5 percent) unless you change your Deferral percentage by following the procedures established by the Employer. You may instruct your Employer to change the Deferral percentage by following the procedures established by the Employer regarding changing or stopping Deferrals.

Catch-up Contributions

If you are eligible to make Deferrals and you turn age 50 before the end of any calendar year, you may defer up to an extra “catch up contribution” into the Plan as a pre-tax contribution once you meet certain Plan limits. The maximum catch-up amount may be increased each year by the Internal Revenue Service as the cost of living increases and the catch-up limits are listed on the IRS website.

If the Employer decides to make Matching Contributions, these catch-up contributions will not be eligible for Matching Contributions from your Employer. Catch-up Contributions (and the related earnings) are considered Deferrals and are always fully vested. So if you were to leave your Employer, you would be entitled to the full Catch-up balance (plus earnings).

2. How do I start making contributions?

To begin deferring a portion of your Compensation into the Plan, you must follow the procedures established by your Employer.

3. When do my plan contributions become vested?

Your elective contributions, catch-up contributions, and those from your Employer are vested immediately.

4. What if I don't make a specific election to contribute some of my Compensation into the Plan?

If you are a new employee and have satisfied the eligibility requirements, you will be automatically enrolled in the Plan with a Deferral equal to 5 percent of your Compensation. If you are an existing employee, have met the Plan's eligibility requirements, and are deferring less than 5 percent of your Compensation into the Plan, you will also be automatically enrolled to contribute 5 percent of your Compensation into the Plan. These deferrals will be treated as pre-tax Deferrals. The automatic increase will occur on the first day of each Plan Year unless you instruct the Employer to change the Deferral percentage by following the procedures established by the Employer regarding changing or stopping Deferrals. The amount will automatically be deferred from your Compensation and contributed to the Plan on your behalf. You are not required to participate in the Plan and may instruct your Employer to stop Deferrals or to defer a different amount by following the procedures established by your Employer.

5. Can I change my contribution rate or stop making Deferrals after I start participating in the Plan?

You may change the amount you are deferring into the Plan or stop making Deferrals altogether at the times determined by your Employer. If you decide to stop making Deferrals to the Plan, you may choose to begin deferring again at the times determined by your Employer.

6. What if I contribute too much to the Plan?

If you contribute too much to the Plan as a Deferral, you must take the excess amount (plus any earnings on the excess) out of the Plan by April 15 of the year following the year the money was contributed to the Plan. You must notify your Employer, in writing, of the excess amount by March 1 and request that it be removed. The excess amount is taxable to you in the year you contributed it to the Plan. If you do not remove it by the deadline, additional taxes will apply.

If you are a Highly Compensated Employee, the Deferrals that you and all other Highly Compensated Employees contribute to the Plan will be compared with the Deferrals of employees who are not highly compensated. If Deferrals of the Highly Compensated Employees exceed certain limits under the Internal Revenue Code, a portion of your Deferrals may be returned to you. You will be notified if you are affected by these rules.

7. If I make Plan contributions, will my Employer match any of those contributions?

Safe Harbor 401(k) Contributions

Your Employer has elected to operate this Plan as a safe harbor 401(k) plan. This means that the Plan will be exempt from certain compliance testing requirements because of the safe harbor contributions that will be made to the Plan, as described below.

Once you satisfy the eligibility requirements, your Employer will make a Safe Harbor Nonelective Contribution to the Plan on your behalf equal to 10 percent of your Compensation. This contribution will be made regardless of whether you make elective contributions and will be fully vested at all times and cannot be forfeited, even if you terminate employment.

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

Rollovers

If you were previously employed by another employer and are eligible to receive a distribution from that employer's retirement program, you may "roll over" that amount into this Plan once you become eligible to participate in the Plan. Your Employer will provide you with the information to determine whether your prior plan balance is qualified to be rolled into this Plan. Rollover contributions are always fully vested and nonforfeitable.

The Plan will accept amounts directly rolled over from the prior employer's plan to this Plan. However, the Plan will not accept amounts from Roth Deferrals and Nondeductible Employee Contributions if the prior plan was a qualified retirement plan (e.g., 401(k) plan, profit sharing plan, money purchase pension plan, target benefit plan), government 457(b) plan, Traditional IRA, or 403(b) annuity plan.

The Plan will accept amounts indirectly rolled over from the prior employer's plan to this Plan. However, the Plan will not accept amounts from Roth Deferrals 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) annuity plan, government 457(b) plan, or Traditional IRA.

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

In addition to the Deferral limit described previously, the Internal Revenue Service limits the amount of total ‘annual additions’ consisting of employee elective and employer (but not catch-up) contributions to your account. You may not have ‘annual additions’ above the IRS limit or an amount equal to 100% of your Compensation, whichever is less, allocated to the Plan for your benefit each year. The ‘annual addition’ limit may be increased each year by the Internal Revenue Service as the cost of living increases. If the ‘annual additions’ to your account exceed this limit, you will receive a distribution of the excess contributions.

10. Are there employee and employer contributions for the time I’m on active duty in the Armed Forces?

Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with § 414 (u) of the Internal Revenue Code.

11. Do contributions continue during an unpaid leave of absence?

No Plan Contributions will be made during an unpaid leave of absence.

12. 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 will always be fully vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan.

Like the amounts that you contribute to the Plan as Deferrals, Qualified Nonelective Contributions, Qualified Matching Contributions and 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.

D. INVESTING YOUR PLAN ACCOUNT

1. What investments are permitted?

The Plan Administrator (or someone appointed by the Plan Administrator) will select a list of investments that will be available under the Plan. The Plan offers you a wide variety of investment options in which to invest your account. The list of Plan investments will change from time to time as the Plan Administrator considers appropriate investment alternatives. Life insurance will not be available under the Plan. Each investment option offers a different level of risk and potential return. You can place all your money into one investment option or spread your money across several investment options. You will be provided information about each investment option, and you should carefully review the prospectus or other available information before making your investment selections.

Any investments that are administratively feasible for the Plan to hold may be used as Plan investments. Contact the Plan Administrator if you are not certain whether a particular investment is permitted under the Plan. You may obtain more information about each investment option by contacting the Plan Administrator.

2. Who is responsible for selecting the investments for my account under the Plan?

You may choose any investment permitted by the Plan. There are administrative procedures that you must follow to select your investments. Contact the Plan Administrator if you are not certain whether a particular investment is permitted under the Plan.

This Plan is intended to comply 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 who are fiduciaries of the Plan may be relieved of liability for any losses to your Plan account that occur as a direct and necessary result of investment in the Plan's investment options, as directed by you or your beneficiary. You have the flexibility and responsibility to choose among the broad range of investment options provided under the Plan in a way that best meets your objectives. The Plan Administrator and your Employer will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

3. How frequently can I change my investment elections?

You may change your investment selections at times designated by the Plan Administrator. This means you can change your fund choices for future contributions and you can transfer your existing account balances from one fund to another, subject to restrictions associated with that investment option.

E. WITHDRAWING MONEY FROM THE PLAN (& LOANS)

1. Can I withdraw from the Plan while I am still employed?

In-Service Distributions

You may take a payout of your pre-tax Deferrals while you are still employed but only after you reach age 59½ .

You may also request a distribution from your Plan account if you become Disabled.

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, and before December 31, 2007, or any later date allowed by law. 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 were called to duty and before your active duty ended.

Hardship

If you have a financial hardship, you may take a distribution from your pre-tax Deferral Contributions, but only for the amount required to meet your immediate financial need.

The types of expenses that would qualify for a hardship distribution include

- medical expenses for you, your spouse or your dependents that are not covered by insurance,
- payment to purchase your principal residence (excluding mortgage payments),
- college tuition and education-related expenses for you, your spouse or your dependents,
- payments to prevent eviction from or foreclosure on your principal residence,
- funeral expenses for you, your spouse or your dependents,
- payments to repair your principal residence caused by a natural disaster (such as tornado or hurricane damage) 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 are prohibited from making Deferrals for the next six months. The amount you take out of the Plan as a hardship distribution will be subject to regular income taxes plus a 10 percent penalty if you are under age 59 ½. Contact your Employer or the Plan Administrator to request a hardship. If you are taking a hardship distribution, you must provide documents to verify that you have a hardship event that qualifies for a Plan distribution.

2. What money is available once I terminate my employment?

Once you are no longer working for the Employer, you may take a distribution of the vested portion of all of the following types of contributions to the Plan:

- Deferrals
- Safe Harbor Nonelective Contributions
- Qualified Nonelective Contributions

- Qualified Matching Contributions
- Employer contributions
- Transfers
- Rollovers

3. How do I request a payout?

You must follow the procedures established by your Employer.

4. If I am married, does my spouse have the right to approve my distributions from the Plan?

You are required to get consent from your spouse in order to take a payout or loan from the Plan.

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

You may choose from the following options for your payout.

- Lump sum
- Partial payments
- Installment payments
- Annuity contract (other than a life annuity)

If you are invested in annuity contracts, the forms of distribution available to you will always include the income options offered under your annuity contract, and will be subject to the terms of the annuity contracts.

6. Do any penalties or restrictions apply to my payouts?

Any distribution that you take from the Plan will be subject to federal income tax unless you roll over your distribution. Depending on your state of residence, your distribution may also be subject to state income tax. In addition, certain tax rules apply to distributions that occur at specific ages.

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 payout will be withheld and remitted to the IRS as a credit toward the taxes you will owe on the payout amount.

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

THIS IS NOT INTENDED TO BE AND SHOULD NOT BE RELIED ON AS A COMPLETE OR THOROUGH DISCUSSION OF THE TAX EFFECTS OF RECEIVING WITHDRAWALS OR DISTRIBUTIONS FROM THE PLAN. YOU SHOULD CONSULT WITH YOUR TAX ADVISOR AND GET PROFESSIONAL TAX ADVICE TO DETERMINE THE FINANCIAL IMPACT OF YOUR SITUATION BEFORE YOU REQUEST A DISTRIBUTION OR WITHDRAWAL FROM THE PLAN.

7. Can I take a loan from the Plan?

Although the Plan is designed primarily to help you save for retirement, your account may be a source from which to borrow to meet short-term financial needs. You may take a loan from the Plan as outlined below. Please review your annuity contracts or custodial agreements before requesting a loan. Contact your Employer or the investment vendor if you have questions regarding your loan options.

Generally the minimum loan amount that you may take is \$1,000 and the maximum loan amount is one-half of your vested account balance up to \$50,000. The maximum amount you can borrow may be less, however, depending on two factors: 1) your account under the Plan, and 2) whether you have taken other loans from any of this Employer's plans within the last year. If you have had another loan, the maximum loan amount will be reduced by the highest outstanding loan balance in the 12 month period prior to the new loan.

If your loan is being taken from a TIAA-CREF Annuity, your maximum loan amount is further limited to

1. 45% of your combined TIAA and CREF accumulation attributable to participation under this Plan; or
2. 90% of your CREF and TIAA Real Estate accumulation attributable to participation under this Plan for Retirement Loan (RL) loans or
3. 90% of your TIAA Annuity accumulation attributable to participation under this Plan for a Group Supplemental Retirement Annuity (GSRA) loan.

If you default on a loan, your right to a future loan may be restricted. Further, the maximum amount that you can borrow from the Plan will be reduced by the amount in default (plus interest) until the defaulted amount can be deducted from your Plan accumulation.

If your loan is based on amounts invested in your TIAA-CREF mutual funds, you may not have more than three loans at any one time (from all plans of all employers).

8. How do I apply for a loan?

To apply for a loan you must complete and submit the loan application provided by the investment vendor and pay any applicable loan fees. The investment vendor will administer the loan program on behalf of the Plan Administrator and will consider the vested portion of your account when reviewing your loan request.

9. What is the interest rate for my loan?

The interest rate for your loan will vary, as described below, depending upon how your retirement balance is invested. Generally, the interest rate is comparable to rates charged by commercial lending institutions at the time the loan is made.

- Group Supplemental Retirement Unity-Annuity (GSRA) contract - The interest rate is variable and can increase or decrease every three months. The interest rate you pay initially will be the higher of 1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or 2) the interest rate credited before your annuity starting date, as stated in the applicable rate schedule, plus one percent. Thereafter, the rate may change quarterly, but only if the new rate differs from your current rate by at least ½ percent.
- Retirement Loan (RL) contract - For all Employers except those located in Arkansas, Hawaii, or New Jersey, the interest rate you pay initially will be the higher of 1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or 2) the interest credited before your annuity starting date, as stated in the applicable rate schedule, plus one percent. Thereafter the rate will change annually, but only if the Moody's Corporate Bond 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 one percent at the time of the loan origination.

10. What if I don't repay my loan?

You will be required to repay the loan amount (plus interest) to the Plan. If your loan is used to purchase a primary residence, you must repay it within ten years. Other loans must be repaid within one to five years.

If you default on the loan, you will be taxed on the amount of the outstanding loan balance as a taxable distribution and will be subject to a 10 percent penalty if you are under age 59½. In addition, your security interest in the portion of your vested account under the Plan that you pledged as security for the loan may be foreclosed 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, the security interest in your vested account balance pledged for repayment may be foreclosed when an event which triggers a distribution of your benefits occurs. This means that if you have an outstanding loan and request a distribution of the full value of your account balance, the outstanding loan amount including interest will be subtracted from your distribution. In addition, the loan administrator will report the loan default to the

Internal Revenue Service 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.

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

To designate your beneficiary, you must follow the procedures established by your Employer or the Plan Administrator. 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).

12. What happens to my benefits if I die?

The Plan will permit your beneficiary to directly roll over their portion of the individual account to an inherited individual retirement arrangement (IRA). Such a distribution must otherwise qualify as a distribution that is eligible to roll over.

13. How long can I leave the money in my Plan?

You can delay taking a distribution from the Plan. When you terminate from employment, your balance will not be paid out of the Plan until you request a payout from the Plan Administrator or you reach age 70½.

Age 70½ Required Distributions

When you reach age 70½, you will need to begin taking a portion of your balance out of the Plan each year. If you are still an employee of the Employer after you reach age 70½, you may not be required to take a distribution.

14. What if the Plan is terminated?

If the Plan is terminated, you will receive your full account balance, after any Plan expenses have been paid, as soon as administratively possible.

F. ADMINISTRATIVE INFORMATION & RIGHTS UNDER ERISA

1. Who established the Plan?

The official name of the Plan is SURA/Jefferson Science Associates 401(k) Plan.

The Employer who adopted the Plan is:

Southeastern Universities Research Association, Inc.

1201 New York Avenue, Suite 430

Washington, DC 20005

Phone: 202-408-7872

Federal Tax Identification Number: 54-1156453

Jefferson Science Associates, LLC
Benefits Office
628 Hofstadter Rd., Suite 2
Newport news, VA 23606
Phone: 757-269-7100
Federal Tax Identification Number: 20-3974952

The Plan Administrator has assigned Plan Number 003 to the Plan.

The Plan trustee is:
TIAA-CREF
8500 Andrew Carnegie Blvd, Charlotte, NC 28262
212-916-5838

The Plan Year is January 1 to December 31.

The original effective date is January 1, 2009.

The source of contributions to the Plan are made by Participants and the Employer. The Plan is a defined contribution plan, which means that contributions to the Plan made on your behalf (and earnings) will be separately accounted for within the Plan.

2. When did the Plan become effective?

Your Employer has adopted SURA/Jefferson Science Associates 401(k) Plan, effective January 1, 2009.

Although the Plan is generally effective on January 1, 2009, you may not begin contributing a portion of your Compensation into the Plan as pre-tax Deferrals before the date of your deferral election.

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

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

4. 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. 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. You will be provided with a summary of all Plan expenses and the method of payment of the expenses upon request.

5. 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. Southeastern Universities Research Association, Inc. also has the right to amend the Plan to add new features or to change or eliminate various provisions. No amendment can be made to the Plan that would reduce the protected benefits of any employee or divert any part of the trust fund for purposes other than the exclusive benefit of the Participants and their beneficiaries.

6. 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. This 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.

6. 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. Your interest in the Plan cannot be sold, assigned, or transferred prior to the distribution of your account. One major exception to this rule is that the Plan Administrator may distribute or reallocate your benefits in response to certain court orders in connection with domestic relations order if that order is qualified. A domestic relations order must meet specific requirements to be recognized as a qualified domestic relations order. A qualified domestic relations order is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an ex-spouse or legally separated spouse. The Plan Administrator will review the order to ensure that it meets certain criteria before any money is paid from your account. Upon request, you (or your beneficiary) may obtain, at no charge, a copy of the procedures the Plan Administrator will use for reviewing and qualifying domestic relations orders.

8. How do I file a claim?

To claim a benefit that you are entitled to under the Plan, you must file a written request with the Plan Administrator. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the Plan Administrator to conduct any necessary examinations and take the steps to evaluate the claim.

9. What if my claim is denied?

Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact your Plan Administrator for more information.

Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall the extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the

date by which the Plan expects to render the benefit determination. (A different procedure applies for disability related claims as described below).

If your claim concerns disability benefits under the Plan, the Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If special circumstances require an extension of time to process your claim, the Plan Administrator must notify you before the end of the 45-day period that your claim may take up to 30 days longer to process. If special circumstances still prevent the resolution of your claim, the Plan Administrator may then only take up to another 30 days after giving you notice before the end of the original 30-day extension. If the Plan Administrator gives you notice that you need to provide additional information regarding your claim, you must do so within 45 days of that notice.

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.

You will be provided written 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;
- iv. A description of the Plan's review procedures and the time limits applicable to such 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 an internal rule or guideline was used 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.

10. May I appeal the decision?

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim (a different

procedure applies for disability related claims as described below) by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. (A different procedure applies for disability related claims as described below).

In the event the claim on review is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

If your initial claim was for disability benefits under the Plan and has been denied by the Plan Administrator, you have 180 days from the date you receive notice of your denial in which to appeal that decision. Your review will be handled completely independently of the findings and decision made regarding your initial claim and will be processed by an individual who is not a subordinate of the individual who denied your initial claim. If your claim requires medical judgment, the individual handling your appeal will consult with a medical professional who was not consulted regarding your initial claim and who is not a subordinate of anyone consulted regarding your initial claim and identify that medical professional to you. The Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator shall notify you of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of your request for review by the Plan, unless the Plan Administrator determines that special circumstances require an

extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to you prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

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.

You will be provided with written or electronic notification of the final outcome of your claim. The notification will include:

- i. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;
- ii. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA; and
- iii. If an internal rule or guideline was used 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 2) that 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.

The decision will be final. You may not bring any legal action relating to a claim for benefits under the Plan unless and until you have followed the claim procedures of the Plan and exhausted your administrative remedies under these procedures.

11. If I need to take legal action with respect to the Plan, who is the agent for service of legal process?

The person who can be served with legal papers regarding the Plan is:
Southeastern Universities Research Association, Inc.
1201 New York Avenue, Suite 430, Washington, DC 20005

Your Employer and the Plan trustee are also agents for service of legal process.

12. If the Plan terminates, does the federal government insure my benefits under the plan?

If the Plan terminates, you will become fully vested in your entire balance under the Plan, even though you would not otherwise have a sufficient number of years of vesting service to be 100 percent vested in your balance. You will be entitled to take your entire balance from the Plan following termination.

The type of plan in which you participate is not insured by the Pension Benefit Guarantee Corporation, the government agency that insures certain pension plan benefits upon plan termination.

13. What are my legal rights and protections with respect to the Plan?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following.

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office and at Employer's internal Office of Human Resources website, all Plan documents governing the Plan, including an updated Summary Plan Description (SPD) 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 Employee Benefits Security Administration. The Plan Administrator may charge a reasonable fee if copies are requested.

3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report. This report is available for downloading from the Employer's internal Office of Human Resources website.

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 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 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 may 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 Plan 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. 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 the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court 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 area 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.

Further, if this Plan is maintained by more than one Employer, you may obtain a complete list of all such Employers by making a written request to the Plan Administrator.

G. DEFINITIONS

Compensation — The definition of Compensation under the Plan can vary depending upon the purpose (e.g., allocations, deductions).

In general, the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2 as taxable income. Compensation will exclude amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) tax-sheltered annuity plan, a 457(b) deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive.

Further, the following types of payment are not considered for purposes of your Compensation that is used to determine the contribution amounts to the Plan.

- Bonuses that you receive will not be considered Compensation.
- Overtime pay will not be included in the Compensation.
- Commissions that you receive will not be considered Compensation.
- Shift premium will not be considered Compensation.
- Relocation expenses will not be considered Compensation.

If you receive payments from your Employer within 2½ months after severing your employment, any regular pay for services you performed prior to severance will be included in Compensation. Other post-severance payments will affect your Compensation as described below.

- Unused accrued sick, vacation or other leave that you are entitled to cash out will be excluded from Compensation.
- Amounts received under a nonqualified unfunded deferred compensation program will be excluded from Compensation.

The measuring period for Compensation will be the Plan Year. The IRS limits the maximum amount of Compensation that can be taken into account under the Plan. This amount may be increased each year by the Internal Revenue Service as the cost of living rises and the limit is posted on the IRS website.

Deferrals — Deferrals are the dollars you choose to contribute to the Plan through payroll deduction on pre-tax basis.

Disabled — You will be considered Disabled if you cannot engage in any substantial, gainful activity in the trade or profession which you are best qualified for through training or experience.

Employer — The Employer is Southeastern Universities Research Association, Inc. or Jefferson Science Associates, as applicable for each employee.

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 that exceeded an amount specified by the IRS.

The threshold for a Highly Compensated Employee may be increased each year by the Internal Revenue Service as the cost of living rises and is posted on the IRS website.

Nonelective Contributions — Your Employer makes a Nonelective Contribution to the Plan instead of making a Matching Contribution.

Participant — An employee of the Employer who has satisfied the eligibility requirements and entered the Plan.

Plan — SURA/Jefferson Science Associates 401(k) Plan is the Plan described in this Summary Plan Description.

Plan Administrator — Southeastern Universities Research Association, Inc. is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, the Plan Administrator may appoint others to act on its behalf or to perform certain functions.

Plan Year — The calendar year will serve as the Plan Year.