

BENEFIT  SERVICES

New York Life Benefit Services, Inc.  
846 University Avenue  
Norwood, MA 02062-2641  
617-440-2000 Fax 440-2296

May 30, 1997

SPD, Pension and Welfare Benefit Programs  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20216

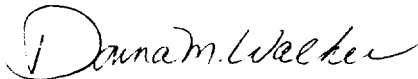
Re: **Foley, Hoag & Eliot LLP Money Purchase Pension Plan**  
**EIN #: 04-2150535**  
**Plan #: 004**

FILED DOL-PWA  
97 JUN 11 AM 10:23

Dear Sir or Madam:

Enclosed please find the Summary Plan Description for the above-referenced Plan, which is being filed in accordance with paragraph 2520.104a-3 of the Labor Department regulations.

Very truly yours,



Donna M. Walker  
Administrative Assistant

DMW/dmw  
fo0105/DOL5-97.LTR  
Enclosure

2520190031235

cc: Alison Blackburn  
Thomas A. Clough



# Invest In Yourself

S U M M A R Y P L A N D E S C R I P T I O N

## Plan Highlights

The following information contains highlights of the Plan. Please read the entire Summary Plan Description for more details.

### Joining the Plan

All partners of the Firm, and those staff employees who were both hired before January 1, 1995 and born before January 1, 1951, are eligible to participate in the Plan. If you are an eligible employee, you will automatically become a participant in the Plan as of the January 1, April 1, July 1 or October 1 coinciding with or next following your completion of a year of service.

### Firm contributions

The Firm makes all contributions to the Plan. You are neither required nor permitted to make any contributions of your own.

### Managing your investments

The Plan offers a range of investment options so you can put your money to work in a number of ways.

### Flexibility

You may change the investment of your account balance at any time.

### Vesting

The extent to which you are vested in any Firm contributions made on your behalf depends on your years of vesting service under the Plan.

### Accessing your account

The Plan allows you to borrow against your vested account balance. In addition, the Plan allows withdrawals after age 65.

### Leaving the Firm

When you leave the Firm, your vested account balance will be paid to you or you may elect to have your vested account transferred to an Individual Retirement Account (IRA) or to another qualified employer-sponsored retirement plan. Under certain circumstances, you may also elect to defer distribution of your vested account.

## Important Note

*This booklet is called a Summary Plan Description and is intended to provide a brief description of the Plan's features. Complete details of the Plan are contained in the Plan document. If there is a difference between this booklet and the Plan document, the Plan document (available in your Human Resources Department) will govern. The information provided on taxes is general in nature and may not apply to your personal circumstances. You should consult a tax advisor for more information.*

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## Introduction

Chances are, you're hoping for a long and fulfilling retirement. But a significant part of how rewarding your retirement experience will be depends on how well you have planned for it.

It's not easy to save for the future. Planning to save and actually doing it are two different things. Often the "doing" is the most difficult. This is the purpose of the Plan; namely to help you accumulate the funds you need for your retirement. All contributions to the Plan are made by the Firm. These contributions, plus any earnings in your account, are not subject to current income taxes until they are paid to you from the Plan.

Your personal financial security is one of life's most important objectives. The Firm shares your concern and offers the Plan as one way to help you build a strong financial future.

## Benefits Complete®

To help with your retirement planning, many features of the Plan are available to you 24 hours a day, seven days a week, over an automated telephone system called Benefits Complete®. This system also allows you access to a Participant Service Representative if you call between the hours of 9:00 AM and 8:00 PM Eastern Time (ET) any business day (a day on which the New York Stock Exchange [NYSE] is open). Benefits Complete® enables you to obtain information about your Plan account, make changes to your investment elections, as well as apply for a loan.

You will receive separate instructions for using Benefits Complete®. However, you should contact your Human Resources Department if you have any questions about using this service.

## **Joining the Plan**

### **Eligibility**

All partners of the Firm, and those staff employees who were both hired before January 1, 1995 and born before January 1, 1951, are eligible to participate in the Plan.

If you are an eligible employee, you will automatically become a participant in the Plan as of the January 1, April 1, July 1 or October 1 coinciding with or next following your completion of a year of service.

For this purpose, you will be credited with a year of service if you complete a 12-month period of employment with the Firm during which you are credited with at least 1,000 "hours of service." The first 12-month period will begin on your date of hire. If you complete less than 1,000 hours in that 12-month period, you will be credited with a year of service as of the last day of any Plan Year following your date of hire during which you complete at least 1,000 "hours of service."

An "hour of service" includes all hours actually worked, plus most paid non-working hours such as vacation, sick days, and the like. However, no more than 501 hours of service will be credited to you for any single continuous period during which you are not actually working.

You should contact your Human Resources Department if you have any questions concerning your eligibility to participate in the Plan or the calculation of your hours of service.

## **Plan highlight**



### **Joining the Plan**

**You are eligible to participate in the Plan after you have completed one year of service with the Firm.**

## **Plan Contributions**

### **Rollover Contributions**

In certain circumstances, you may elect to have benefits earned under a qualified plan of a prior employer transferred or rolled over to your account under this Plan. If you are otherwise eligible to participate in the Plan, you may complete a rollover even prior to satisfying the one year of service requirement described above. You should contact your Human Resources Department if you are interested in making a transfer or rollover.

### **Firm Contributions**

At the end of each Plan Year, if you meet the eligibility requirements described below, the Firm will make a contribution on your behalf equal to four and one-half percent (4½%) of your pay for the year.

You should be aware, however, that under the federal tax laws, for 1997, pay in excess of \$160,000 (as adjusted by the cost-of-living index) may not be taken into account when allocating such contributions. In addition, if you became a participant in the Plan during a Plan Year, your share of any Firm contributions for that year will be based only on the pay you receive after you became a Plan participant.

You will normally be entitled to receive a contribution for a Plan Year only if you are employed by the Firm on the last day of the Plan Year. This requirement, however, will be waived if you terminate employment during the Plan Year because of your "permanent and total disability," your death, or your retirement on or after your normal retirement date (age 65).

## Managing Your Investments

You work hard for your money. One of the advantages of the Plan is that it lets your money work hard for you. The Plan provides you with a range of investment options. You can invest in any of the available options in multiples of 5%. Different investment options may be offered from time to time and you will be informed in advance of any changes.

Additional information concerning the available investment options is provided separately. Prospectuses for any mutual fund options are available from your Human Resources Department or by calling Benefits Complete®.

**NOTE:** *The Plan is intended to constitute a Plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA). Section 404(c) is a provision of ERISA providing special rules for participant-directed plans, like ours, which permit participants to exercise control over the assets in their accounts. If a Plan complies with 404(c), the Plan's fiduciaries will not be liable for poor investment performance or losses resulting directly from participant-directed investment decisions. This means you are responsible for your investment decisions under the Plan.*

## Flexibility

### Changing Investments

Nearly everyone's personal financial situation is likely to change over the years. Because of this, the Plan offers you the flexibility to change your investment elections.

### Investments

You may change your investment election for future contributions allocated to your account, and/or your investment election for your existing account balance, by calling Benefits Complete®. A change made in your investment election before 4:00 PM ET any business day (a day on which the NYSE is open) will be effective as of the close of that day. Requests received after 4:00 PM ET, or after the NYSE closes in the event it closes prior to 4:00 PM ET, or on weekends or holidays, will receive the next business day's closing prices.

Written confirmation will be mailed to you for each change of your investment election. You will receive separate confirmations if you change your investment election with respect to both future contributions and your existing account balance. A confirmation statement will be mailed within two business days of your transaction. You should expect to receive the confirmation within five to seven business days, depending on the U.S. Postal Service. If you fail to receive a confirmation within seven business days, please call Benefits Complete® and speak with a Participant Service Representative.

## Plan highlight

### You manage your investments



The Plan offers a range of investment options so you can put your money to work in a number of ways.

## Plan highlight

### You have flexibility



You can change the way your Plan account balance is invested at any time.

## Plan highlight

### You have access to your account

The Plan includes provisions for loans and withdrawals under certain limited circumstances.



## Accessing Your Account

One of the most commonly asked questions about the Plan is, "Can I get my money out of the Plan?" Since the primary purpose of the Plan is to encourage long-term retirement savings, distribution of your vested account normally cannot be made before your retirement or other termination of employment. However, while you remain employed by the Firm, you may borrow from your vested account, and withdraw money after attaining age 65.

### Loans

The Plan allows you to borrow against the value of your vested account balance. It's a way for you to borrow your own money. The interest you pay on your loan goes back into your own Plan account. You can model your repayment schedule and apply for a loan by calling Benefits Complete®. Loan documentation and processing instructions will be mailed to you. A one-time loan setup fee of \$50 will be deducted from your account when you take out a Plan loan.

The interest rate is fixed and will be equal to the "local prevailing commercial interest rate," as determined in accordance with a written procedure adopted by the Plan Administrator.

The minimum amount you can borrow is \$1,000. The maximum loan amount available to you will be determined by your vested account balance. You may borrow up to the lesser of (i) 50% of your vested account balance or (ii) \$50,000. This \$50,000 maximum is reduced, however, by the amount of your highest outstanding loan balance for the previous 12-month period for all retirement plans sponsored by the Firm including this Plan, the Savings and Retirement Plan, and the frozen KEOGH plan.

Loans must be repaid through payroll deductions over a period of not more than five years. However, if you're using the loan to purchase your primary residence, the loan can be repaid over not more than ten years. Loans may be prepaid in full at any time without penalty. Failure to repay a loan in accordance with its terms will constitute default. If you default on your Plan loan, federal law will consider you in taxable receipt of your unpaid loan balance. You will then have to pay income taxes on the amount of your unpaid loan and, if you are under age 59½, an additional 10% penalty tax may apply. Interest will generally continue to accrue until the loan is repaid or you separate from service. You should contact your Human Resources Department for additional information regarding the treatment of loans in default.

## Examples

### Maximum available loan



| AMOUNT IN YOUR VESTED ACCOUNT | MAXIMUM LOAN OUTSTANDING FROM YOUR VESTED ACCOUNT |
|-------------------------------|---|
| \$2,000 to \$100,000          | 50% of your vested account                        |
| \$100,000 and over            | \$50,000  |

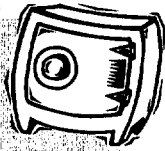
If you stop working for the Company before your loan is repaid, your outstanding loan balance will become due and payable, subject to the statutory grace period set forth in your loan agreement and promissory note. However, any outstanding loan balance will automatically be deducted from your vested account balance before it is distributed to you. That outstanding loan balance will be treated as taxable income to you and if you are under age 59½, an additional 10% penalty tax may apply.

You should also be aware that if you are married, you must obtain your spouses's written and notarized consent in order to obtain a loan from the Plan.

### **Age 65 Withdrawals**

If you continue in employment with the Firm after your normal retirement date (age 65), although you will continue to be eligible to participate in the Plan, you may elect to withdraw all or any portion of your account balance, subject to rules and procedures as may be established by the Plan Administrator. If you are married, however, you must obtain your spouse's written and notarized consent to make such a withdrawal. The money you withdraw may be subject to mandatory 20% federal income tax withholding. It will not, however, be subject to the 10% penalty tax. You should contact your Human Resources Department for more information about this feature.

## Plan highlight



### Ownership of your account

You always have 100% ownership in any rollover contributions you may have made (adjusted for investment gains and losses). However, your ownership of any Firm contributions made on your behalf depends on your years of vesting service under the Plan.

## Vesting

Vesting means ownership. You are always 100% vested (in other words, you have complete ownership) in the value of your own rollover contributions you may have made (adjusted for investment gains and losses). However, the extent to which you are vested in any Firm contributions allocated to your account depends on your years of vesting service based on the following schedule:

| <b>YEARS OF VESTING SERVICE</b> | <b>PERCENT VESTED</b> |
|---------------------------------|-----------------------|
| Less than 2 years               | 0%                    |
| 2 years but less than 3 years   | 20%                   |
| 3 years but less than 4 years   | 40%                   |
| 4 years but less than 5 years   | 60%                   |
| 5 years or more                 | 100%                  |

You will be credited with a year of vesting service for each Plan Year during which you complete at least 1,000 hours of service. You should contact your Human Resources Department if you have any questions concerning the calculation of your years of vesting service.

You should be aware that if you terminate employment before completing 2 years of vesting service (that is, before you are vested in any Firm contributions allocated to your account), and you incur five consecutive "breaks in service" before returning to employment with the Firm, your prior years of vesting service will be disregarded. As a result, you will be considered a new employee for purposes of determining your vested status under the Plan and thus you will have to start all over again as if you had never previously been employed by the Firm.

For this purpose, you will be considered to have incurred a break in service for each Plan Year during which you fail to complete at least 501 hours of service. However, if you are on a non-paid leave of absence approved by the Firm, or if you are absent from work for maternity or paternity reasons, your period of absence may not constitute a break in service. You should contact your Human Resources Department for more details.

Finally, you should be aware that if you terminate employment with the Firm on or after your normal retirement date (age 65), or as a result of your "permanent and total disability" (as defined on page 10), or your death, you will be 100% vested in the value of any Firm contributions allocated to your account regardless of your years of vesting service under the Plan.

## Leaving the Firm

### Forfeiture of Nonvested Amounts

If you leave the Firm before you are 100% vested in your Plan account, the nonvested portion of your account will be forfeited and used to reduce future Firm contributions to the Plan for the remaining eligible participants. However, if you return to work for the Firm before incurring five consecutive breaks in service, the nonvested balance of your account may be restored in certain circumstances.

### Distributions and Taxation

Distribution of your vested account balance will normally be made or commence as soon as administratively possible following the date you terminate employment with the Firm. However, if your vested account balance exceeds \$3,500, your distribution will be deferred until your normal retirement date (age 65), unless you request otherwise in writing.

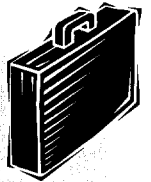
**NOTE:** *If you continue in employment after your normal retirement date, although you will continue to be eligible to participate in the Plan, you should be aware that, under federal law, you may be required to begin receiving minimum distributions from your vested account beginning by the April 1 following the year you reach age 70½, regardless of whether you have terminated employment at that time. You will be advised if you are subject to this requirement.*

If your vested account balance exceeds \$3,500, your vested account will automatically be paid in the form of an annuity. However, you may elect to waive the annuity and receive your vested account in a single lump-sum payment.

If you are not married, your vested account will be paid in the form of a life annuity, which will provide equal monthly payments for your life. If you are married, you will receive a 50% joint and survivor annuity. Under this form of annuity, you will receive monthly payments for your life, and upon your death, your spouse, if he or she survives you, will receive monthly payments for his or her life equal to 50% of the monthly payments you were receiving at your death.

If you wish to waive the annuity, you may do so during the 90-day period before the annuity is to begin. However, if you are married, you must obtain your spouse's notarized consent to waive the annuity. The Plan Administrator will provide you with the necessary forms to make this election. Because your spouse participates in this election, you must immediately inform the Plan Administrator of any change in your marital status.

## Plan highlight



### Payment of your account

When you leave the Firm, your vested account balance will be paid to you or you may elect to have your vested account transferred directly to an Individual Retirement Account (IRA) or to another qualified employer-sponsored retirement plan. Under certain circumstances, you may also elect to defer distribution of your vested account.

If you do not waive the annuity, the amount of your annuity will depend upon the value of your vested account and your marital status on the date distribution begins. The Plan will purchase an annuity contract from an insurance company with your vested account balance to provide this annuity.

***NOTE:*** *If your vested account balance does not exceed \$3,500, your vested account will automatically be distributed to you in the form of a lump sum payment as soon as administratively possible following your termination of employment.*

Whenever you receive your distribution from the Plan, it will normally be subject to income taxes. To provide for the resulting taxes, your distribution may be subject to mandatory 20% federal income tax withholding and may also be subject to any applicable state income tax withholding. However, you may be able to defer income taxes on your distribution by electing to transfer your distribution directly to an Individual Retirement Account (IRA) or to another qualified employer-sponsored retirement plan.

If you are younger than age 59½ when you receive your distribution, any amount you receive may be subject to a 10% federal excise tax (penalty tax) in addition to any applicable federal and state income taxes. However, the 10% federal excise tax (penalty tax) will not apply to distributions made to your beneficiary in the event of your death or if you transfer your distribution directly to an IRA or to another qualified employer-sponsored retirement plan. You should contact a tax advisor to determine which option is best for you.

You will be provided with more information concerning your distribution options when you apply for benefits under the Plan.

## **Death Benefit**

If you die while employed by the Firm, your beneficiary will be entitled to receive the full value of your account. If you die after terminating employment, but before receiving the full value of your vested account, the vested balance of your account will be paid to your beneficiary.

You may choose anyone to be your beneficiary under the Plan. You make your designation by filing a Beneficiary Designation Form with your Human Resources Department. However, under federal law, if you are married and wish to name someone other than your spouse as your beneficiary, you may do so only with your spouse's written and notarized consent. If you fail to designate a beneficiary, or if your designated beneficiary dies before you do, the Plan provides that your beneficiary will automatically be your surviving spouse, or if none, your estate.

Distribution of any death benefit under the Plan will normally be made, in the form of a lump-sum payment, as soon as administratively possible following your death, provided a completed Death Benefit Distribution Form is received by the Plan Administrator or its designee.

If you are married, however, and if your spouse is your beneficiary, your vested account balance will be used to purchase an annuity for your surviving spouse. Thus, your surviving spouse will receive monthly payments for his or her lifetime. The amount of the monthly payments will depend upon the value of your vested account at the time of your death. Your surviving spouse may, however, elect to waive the annuity and receive your vested account in a lump sum payment.

**NOTE:** *If the vested value of your account does not exceed \$3,500, your vested account will automatically be paid to your surviving spouse, or other beneficiary, in a single lump sum.*

## **Disability**

If you terminate employment with the Firm as a result of your "permanent and total disability," you will also be entitled to receive the full value of your Plan account, regardless of your years of vesting service under the Plan. For this purpose, you will be considered "permanently and totally disabled" if you have a mental or physical condition which has existed for at least three months, is expected to last for at least 12 months or result in your death, and which, in the opinion of the Plan Administrator, based on appropriate medical evidence, will prevent you from engaging in any substantial or gainful employment. Receipt of a Social Security Disability Pension will be proof of your permanent and total disability.

Distribution of your account balance will normally be made or commence as soon as administratively possible following the date you terminate employment. However, if your account balance at that time exceeds \$3,500, you may elect to defer distribution until your normal retirement date (age 65).

Distributions to persons under the age of 59½ because of disability may qualify for exclusion from the 10% penalty tax described above.

## **Other Important Facts**

### **Foley, Hoag & Eliot LLP (“the Firm”) is the Plan Sponsor**

The Firm’s address, telephone number and federal employer identification number (EIN) are:

**Foley, Hoag & Eliot LLP  
One Post Office Square  
Boston, MA 02109**

**Phone: (617) 832-1000  
EIN: 04-2150535**

- The Firm also serves as the Plan Administrator.
- The Plan Year is the 12-month period beginning January 1 and ending December 31.
- The Firm has been designated as agent for service of legal process. Legal process may also be served on the Trustee.
- The Plan number assigned by the Firm is 004.
- The current Trustee of the Plan is:

**NYL Trust Company  
51 Madison Avenue  
Room 117A  
New York, NY 10010**

## **Statements of Your Account**

### **Reports on Your Plan Account**

To help you keep up-to-date on the status of your account, you will receive a statement at the end of each calendar quarter showing:

- the amount the Firm contributed to the Plan on your behalf;
- the investment options you have selected;
- the earnings and/or losses on your investments;
- the current value of your account (including any transfers or rollover contributions); and
- withdrawals or loans, if any.

You may also request a statement at any time by calling Benefits Complete®.

## ERISA highlights

**ERISA provides that all Plan participants are entitled to:**

- 1** Examine, without charge, at your Human Resources Department, all Plan documents and related papers and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions;
- 2** Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may impose a reasonable charge for the copies;
- 3** Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report;
- 4** Obtain a statement telling you (a) the amounts credited to your account under the Plan and (b) what your benefits would be under the Plan if you stop working as of that statement date. This statement is not required to be given more than once a year. The Plan Administrator must provide the statement free of charge.

## Your ERISA Rights and Information

### What are my rights under the Employee Retirement Income Security Act of 1974?

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA").

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 the Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Firm or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator 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 \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control.

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. 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 (if it finds your claim is frivolous, for example).

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor Management Services Administration, Department of Labor.

## **How do I make a claim for benefits?**

We hope there will never be a disagreement as to the amount owed to you under the Plan. However, if there is a disagreement, you must follow the Plan's claims procedure or you may forfeit certain legal rights to contest the decision. You must file any request for benefits in writing. Before filing your request, you or your legal representative may wish to examine any Plan records regarding your claim. This examination may occur only during the Firm's regular working hours.

If your request is denied, the Plan Administrator will provide you with a written response detailing the reasons for its decision. After receiving this decision, you have 90 days within which you or your legal representative may file such additional exhibits or written arguments with the Plan Administrator as you deem appropriate. Based upon these materials, the Plan Administrator will issue a final written decision and, if you still do not agree, you may take such additional legal action as you and your legal representative consider proper. Ordinarily, you have 90 days within which to take such action. However, the best way to avoid this type of problem is to make sure you understand the Plan and the way it works at this time.

## **How will my participation in the Plan affect my IRA?**

According to current federal law, you can continue to hold IRAs (Individual Retirement Accounts) while you are participating in the Plan, and you can make after-tax contributions to them up to federal limits. But your ability to make tax-deductible contributions to an IRA for any year in which you participate in the Plan is restricted according to your income level. If you file income taxes jointly with your spouse, the restrictions also apply to your spouse. See the instructions to Form 1040 or contact your tax advisor for more information.

## **What happens if the Plan is amended or terminated?**

The Firm reserves the right to amend the Plan or to terminate it. However, no amendment can reduce the amount in your account. If the Plan terminates, your account will become 100% vested, that is, nonforfeitable. The Plan is for the exclusive benefit of its participants and, therefore, money cannot go back to the Firm because of the Plan's termination.

Upon termination of the Plan, the Firm will elect either to maintain the trust created by the Plan in order to make benefit payments as if the Plan had not terminated or to liquidate assets and distribute the value of your account to you (subject to IRS requirements).

### **Is there any way I can lose Plan benefits?**

Yes, there are a few ways in which you could lose expected benefits:

#### ***If investments go down in value***

The value of your account depends on the performance of your investments under the Plan. Your account balance is subject to both gain and loss due to investment results. If you receive a distribution at a time when the value of your investments has declined, you may not receive a distribution as large as you had hoped for. Also, certain administrative expenses of the Plan may be paid from the Plan's trust fund.

#### ***If a "Qualified Domestic Relations Order" is received***

In general, your account cannot be attached or paid to creditors or to anyone other than yourself. However, under federal law, the Plan Administrator is required to obey a Qualified Domestic Relations Order. This is a decree or order issued by a court that satisfies certain requirements under the Internal Revenue Code. A Qualified Domestic Relations Order may require that a portion of your account be paid to your spouse, former spouse, child or other dependent. The Plan Administrator, in accordance with procedures set forth in the law, will determine the validity of any order received and will inform you upon the receipt of any such order affecting you.

### **Should I be aware of any other aspects of the Plan?**

You should be aware that the Pension Benefit Guaranty Corporation, a federal agency that insures defined benefit plans, does not insure this type of plan. The government has exempted plans like ours from such insurance because all contributions go directly to your account and you will be 100% vested in your account if the Plan is ever terminated.

**For more information  
about your investment  
options, please consult  
the prospectuses.**

# Foley, Hoag & Eliot LLP

## **Foley, Hoag & Eliot LLP Money Purchase Pension Plan**

BENEFIT  SERVICES

New York Life Benefit Services, Inc.  
846 University Avenue, Norwood, MA 02062

Securities offered through NYLIFE Securities Inc., Member NASD, 51 Madison Avenue, New York, NY 10010