



ALBERTUS MAGNUS COLLEGE

Name of Tax-Exempt Employer: Albertus Magnus College

Address of Tax-Exempt Employer: 700 Prospect Street
New Haven, Conn.

E.I.N.: 06-06-46520 06511

2520043381347

Top-Hat Statement

By Plan Administrator

Albertus Magnus College (the "Employer"), hereby declares that the purpose of the 457(b) Deferred Compensation Plan of Amc (the "Plan") is to provide deferred compensation primarily for a select group of management and highly compensated employees. The number of employees covered under the Plan is 12. In addition, the Employer, maintains 0 unfunded top-hat plans described in Department of Labor Regulation Section 2520.104-23(b). The number of employees covered under such plans is 0.

Date: 7/14/2004

By: Jeanne Mann

Title: VP for Finance and Treasurer
(On Behalf of the Plan Administrator)

Top-Hat Declaration Statement

ADOPTION AGREEMENT
FOR THE
457(b) DEFERRED COMPENSATION PLAN

The provisions you select in completing this Adoption Agreement will apply to your plan as if they were set forth in the Plan document. In completing this Adoption Agreement, you are urged to consult with your attorney or other tax advisor. TIAA-CREF does not and cannot provide legal or tax advice. Failure to properly fill out the Adoption Agreement may result in the failure of your plan to satisfy the requirements of an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code of 1986, as amended.

1. **General Information**

(A) Name of Tax-Exempt Employer: Albertus Magnus College

(B) Address of Tax-Exempt Employer: 700 Prospect Street

(C) Name of Plan: Albertus Magnus College
457(b) - Deferred Compensation Plan

(D) Federal Tax ID Number of Tax-Exempt Employer: 06-0646520

(E) Plan Administrator's Name and Address: Jeanne Mann
700 Prospect Street
New Haven, Conn. 06511

2. **Compensation (Section 1.4)**

Select this Box 2 and complete this Item only if it is desired that Compensation is to be defined as other than total cash remuneration. Instead, Compensation will be defined as follows: Base salary

3. **Effective Date / Restated Effective Date**
(Sections 1.5 and 1.19)

(A) The Plan is a new plan. The Effective Date is 8-1-2004.

(B) The Plan is a restated plan. The Restated Effective Date is _____.
The Plan's initial Effective Date was _____.

4. **Eligible Employee** (Section 1.8)

- Eligible Employee shall be limited to the top hat group of Employees, which shall be defined as Employees who are classified as follows:

Administrative Council members - President
and other employees that the Executive
Committee at the Board of Trustees may
designate

5. **Investment Options** (Section 1.12)

Investment Options shall include a TIAA Group Annuity Contract ("TIAA GA") and a CREF Group Annuity Contract ("CREF GA").

- (A) The following additional Investment Options will also be available:

- (B) By selecting this Box 5(B), all alternatives offered under the TIAA GA and the CREF GA as of the date this Adoption Agreement is executed, and such alternatives to be offered thereunder in the future, will not be made available under this Plan. Instead, the following limitations will apply:

6. **Normal Retirement Age** (Section 1.14)

- If this Box 6 is selected, Normal Retirement Age will not be age 65. Instead, Normal Retirement Age will be age ____.

7. **Plan Year** (Section 1.18)

Plan Year means:

- (A) The calendar year.
- (B) The Plan Year is a twelve (12) month period beginning on _____ and ending on the following _____.

(C) The initial Plan Year is a short Plan Year beginning on _____ ending on _____. Thereafter, the Plan Year will be the twelve (12) month period selected in Box 7(A) or Box 7(B) above.

8. **Elective Deferrals (Section 3.1)**

(A) Elective Deferrals may be made to the Plan up to the maximum amount permitted by law.

(B) Elective Deferrals may be made to the Plan up to a maximum amount equal to _____, provided that in no event may such deferrals exceed the maximum amount permitted by law.

(C) Elective Deferrals may not be made to the Plan.

9. **Employer Non-Elective Contributions (Section 3.4)**

(A) The Employer will make non-elective contributions to the Plan on behalf of each Active Participant in an amount equal to _____% of the Participant's Compensation.

(B) The Employer will make non-elective contributions to the Plan on behalf of each Active Participant in an amount equal to:

(C) The Employer will make non-elective contributions to the Plan as follows:

(D) The Employer will not make any non-elective contributions to the Plan.

10. **Employer Matching Contributions (Section 3.5)**

(A) The Employer will make matching contributions to the Plan on behalf of each Active Participant who makes an Elective Deferral pursuant to a Voluntary Salary Deferral Agreement in an amount equal to _____% of the Participant's Compensation that is contributed to the Plan for the Plan Year.

- (B) The Employer will make matching contributions to the Plan on behalf of each Active Participant who makes an Elective Deferral pursuant to a Voluntary Salary Deferral Agreement in an amount equal to _____% of the first _____% of the Participant's Compensation that is contributed to the Plan for the Plan Year.
- (C) The Employer will make matching contributions to the Plan as follows:

- (D) The Employer will not make any matching contributions to the Plan.

11. **Transfers (Section 3.8)**

- (A) Transfers may be made to the Plan from any other eligible deferred compensation plan to the extent permitted by law.
- (B) Transfers may be made to the Plan from another eligible deferred compensation plan, subject to the following limitations:

- (C) Transfers may not be made to this Plan from any other eligible deferred compensation plan.

12. **Payment of Benefits (Section 5.1)**

- Select this Box 12 only if it is desired that payment of benefits under the Plan will be made directly by the Employer to the Participant. If this Box 12 is selected, payment of benefits will **not** be made by the applicable Investment Sponsor directly to the Participant.

13. **Beneficiary Designation (Section 6.1)**

- Select this Box 13 only if it is desired that a Participant will **not** have any right to designate a Beneficiary, or amend or revoke a designation of a Beneficiary. If this Box 13 is selected, only the Employer will have the right to designate a Beneficiary, and to amend and to revoke a designation of a Beneficiary.

14. **Investment Allocation** (Section 7.3)

- Select this Box 14 only if it is desired that a Participant will **not** have any right to select an investment allocation from among the Investment Options that are made available under the Plan. If this Box 14 is selected, only the Employer will have the right to select an investment allocation from among the Investment Options that are made available under the Plan.

15. **Unforeseeable Emergency** (Section 4.2) check one:

- A Participant may receive a distribution due to Unforeseeable Emergency prior to Severance from Employment.
- A Participant may not receive a distribution due to Unforeseeable Emergency prior to Severance from Employment.

16. **In-service Distribution** (Section 4.1(c)) check one:

A participant may receive an in-service distribution of all or a part of his or her benefit if the total amount of the Participant's benefit is less than \$5000 (or the dollar limit under Section 411(a)(11) of the Code, if greater) and the requirements of Section 4.1(c) of the Plan are satisfied.

- A Participant may not receive any in-service distributions of his or her benefit.

By executing this Adoption Agreement, the Employer adopts the 457(b) Deferred Compensation Plan described herein and in the Plan document. The selections and specifications contained in this Adoption Agreement together with the terms, provisions and conditions provided in the Plan document constitute the Plan.

It is understood that TIAA-CREF is not a party to the Plan and shall not be responsible for any tax or legal aspects of the Plan. The Employer assumes responsibility for these matters.

The Employer acknowledges that it has counseled, to the extent necessary, with its attorney or other tax advisor. The obligations of the Investment Sponsors shall be governed solely by the provisions of its contracts and policies. TIAA-CREF shall not be required to inquire into any action taken by the Employer, the Plan Administrator or its designee, and shall be fully protected in taking, permitting or omitting any action on the basis of the actions of the Employer, the Plan Administrator or its designee. TIAA-CREF shall incur no liability or responsibility for carrying out actions as directed by the Employer, the Plan Administrator or its designee.

IN WITNESS WHEREOF, this Adoption Agreement has been executed this 14 day of July, 2004.

Employer:

Albertus Magnus College

By:

Nader Ca

Title:

Assistant to the Treasurer

US Postage
\$0.1290
07/14/2008
Mailed From 06511
08-1-06511

**ALBERTUS MAGNUS
COLLEGE**

New Haven, Connecticut 06511

TO:

*TOP HAT Plan Exemption
Employee Benefit Security
Administration
Room N-1513
U.S. Department of Labor
200 Washington Avenue, NW
Washington, D. C. 20210*

FIRST CLASS MAIL