

**THE HYATT PREMIER
LEGAL PLAN**

SUMMARY PLAN DESCRIPTION

INTRODUCTION

The Hyatt Premier Legal Plan was established to provide personal legal services for eligible employees, their spouses and dependent children. If you choose to join the Legal Plan, the coverage available to you and your family through the Hyatt Premier Legal Plan can help you with many of your personal legal needs.

This summary provides general information about the Plan, who is eligible to receive benefits under the Plan, what those benefits are, how to obtain benefits and what your rights under ERISA are. If you have any questions that are not answered, please contact the Benefits Department. Hyatt Legal Plans, Inc. has been selected to provide for legal plan benefits. The services will be provided through a panel of carefully selected Participating Law Firms. Lawyers in this network are called Plan Attorneys. These arrangements are described in detail in this summary. The actual provisions of the Plan are set out in a written document maintained by your employer. All statements made in this booklet are subject to the provisions and terms of that document, which control in the event of conflict with this summary.

HOW TO GET LEGAL SERVICES

To use the Hyatt Premier Legal Plan, call Hyatt Legal Plans' Client Service Center at **1-800-821-6400** Monday – Thursday: 8am – 7pm and Friday: 8am – 6pm. All times are Eastern Time. Be prepared to identify yourself as a participant in the Hyatt Premier Legal Plan and to give your Social Security Number. If you are a spouse or a child of an eligible person, you will need the Social Security Number of the employee through whom you are eligible. The Client Service Representative who answers your call will:

- verify your eligibility for services;
- make an initial determination of whether and to what extent your case is covered (the Plan Attorney will make the final determination of coverage);
- give you an Authorization Number which is similar to a claim number (you will need a new Authorization Number for each new case you have);
- give you the telephone number of the Plan Attorney most convenient to you; and
- answer any questions you have about the Hyatt Premier Legal Plan.

You then call the Plan Attorney to schedule an appointment at a time convenient to you. Evening and Saturday appointments are available.

If you wish, you may tell the Client Service Representative that you want to use your own attorney. Hyatt Legal Plans will reimburse you for these attorneys' fees in accordance with a set fee schedule. You **must** call Hyatt Legal Plans, as described above, prior to contacting any attorney. Plan benefits will be denied if you do not call first.

WHAT SERVICES ARE COVERED

The Hyatt Premier Legal Plan entitles you and your eligible dependents to receive certain personal legal services. The available benefits are very comprehensive, but there are limitations and other conditions that must be met. Please take time for yourself and your family to read the description of benefits carefully. The following services are covered under the Plan:

ADVICE AND CONSULTATION

Office Consultation This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

Telephone Advice This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a

course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

DEBT MATTERS

Debt Collection Defense This service provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It does not include vacating a judgment; counter, cross or third party claims; bankruptcy; any action arising out of family law matters, including support and post-decree issues; or any matter where the creditor is affiliated with the Employer.

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation. This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It does not apply where services are available or are being provided by virtue of a homeowner or vehicle insurance policy. It does not include divorce or post-decree matters, paternity, support or custody matters, or litigation of a job-related incident.

Civil Litigation Defense This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of a homeowner or vehicle insurance policy. It does not include divorce or post-decree matters, paternity, support or custody matters, or litigation of a job-related incident.

Services do not include bringing counterclaims, third party or cross claims, even when this may be part of the defense.

Incompetency Defense. This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

DOCUMENT PREPARATION

Deeds This service covers the preparation of any deed for which the Participant is either the grantor or grantee

Demand Letters. This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

Mortgages This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

Notes. This service covers the preparation of any promissory note for which the Participant is the payor or payee.

Document Review. This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

FAMILY LAW

Name Change This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

Uncontested Adoption This service covers all uncontested governmental agency and stepparent adoptions for the Employee and spouse. If an adoption becomes contested, the Employee or spouse must pay all additional legal fees.

Uncontested Guardianship or

Conservatorship This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the Employee or spouse is appointed guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork and attending the hearing. If the proceeding becomes contested, the Employee or spouse must pay all additional legal fees. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings once guardianship or conservatorship has been established.

REAL ESTATE MATTERS

Eviction and Tenant Problems (Primary Residence -Tenant Only) This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

Refinancing of Home (Primary Residence)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of a Participant's primary residence. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property, unimproved land, rental property or property held for business or investment. Home equity loans are not included under this service.

Sale or Purchase of Home (Primary Residence)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney

representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, unimproved land, new construction, rental property, property held for business or investment or leases with an option to buy. Home equity and construction loans are not included under this service.

WILLS AND ESTATE PLANNING

Living Trusts This service covers the preparation of a living trust for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

Living Wills This service covers the preparation of a living will for the Participant.

Powers of Attorney This service covers the preparation of any power of attorney when the Participant is granting the power.

Wills and Codicils This service covers the preparation of a will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

EXCLUSIONS

Certain matters are excluded from coverage under the Plan. No services, not even a consultation, can be provided on the following matters:

- Payment made to a third party (someone other than the attorney) such as costs, witness fees, transcripts, recording fees, filing fees, fines, penalties, judgments or orders of restitution ordered by any court;
- Appeals, class actions, interventions, derivative actions and amicus curiae filings;
- Business, farm, commercial or rental property transactions, including any legal services which would ordinarily be deductible under the Internal Revenue Code as a necessary expense of doing business;
- Admiralty, patents, trademarks and copyrights;
- Tax return preparation;
- Disputes or proceedings involving your employer or any of its divisions or affiliated organizations;

- Disputes, claims or proceedings involving Hyatt Legal Plans, Inc., MetLife or any affiliates, any participating law firm or attorney, or the Plan;
- Matters for which you are or have been receiving legal services before you received an Authorization Number;
- Matters which Hyatt Legal Plans deems frivolous, non-meritorious or unethical;
- Services on behalf of a spouse or dependent where you are an adversary;
- Any employment-related matters. This includes, but is not limited to, disputes or proceedings involving the employer, any employee benefit or any agents, officers or employees of these groups, or claims for Workers' Compensation or Unemployment Compensation;
- Any bankruptcy or debt proceeding that would result in the discharge or collection delay of a debt owed to your employer, its subsidiaries or affiliates, or any benefit plan established, maintained or administered by your employer, its subsidiaries or affiliates.

OTHER SPECIAL RULES

In addition to the coverages and exclusions listed, there are certain rules for special situations. Please read this section carefully.

What if other coverage is available to you?

If you are entitled to receive legal representation provided by any other organization such as an insurance company or a government agency, or if you are entitled to legal services under any other legal plan, coverage will not be provided under this Plan. However, if you are eligible for legal aid or Public Defender services, you will still be eligible for benefits under this Plan, so long as you meet the eligibility requirements.

What if you are involved in a legal dispute with your dependents?

You may need legal help with a problem involving your spouse or your children. In some cases, both you and your child may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation by the plan attorney. Your dependent will not be covered under the Plan.

What if you are involved in a legal dispute with another employee?

If you or your dependents are involved in a dispute with another eligible employee or that employee's dependents, Hyatt Legal Plans will arrange for legal representation with independent and separate counsel for both parties.

What if the court awards attorneys' fees as part of a settlement?

If you are awarded attorneys' fees as a part of a court settlement, the Plan must be repaid from this award to the extent that it paid the fee for your attorney.

ELIGIBILITY

To be eligible for legal services under the Hyatt Premier Legal Plan, you must have included the Plan in your benefits selection. You are eligible to enroll in the Legal Plan for yourself and, for some cases, your eligible dependents. Eligible dependents include your spouse and your unmarried child (or children) up to the age of 21 provided he or she depends on you for support.

ENROLLMENT

During your employer's annual enrollment period, you can change or update your benefits selection. An eligible employee may choose to join or drop out of the Legal Plan at that time. If you become an eligible employee after the annual enrollment period, you can elect to participate in the Legal Plan by completing your election form within 30 days of employment. The Plan has a minimum participation period of one year.

WHEN COVERAGE BEGINS

Generally, Plan coverage becomes effective on the date of the following:

The first day of the month in which your employer has agreed to provide the Plan, (typically January 1), for the elections you made during the previous enrollment period; or

If you were hired after an enrollment period, the first day of the month after you submitted a properly completed Enrollment Form.

WHEN COVERAGE ENDS

Your ability to receive legal services under the Plan ends if you are no longer an eligible employee or if you choose not to enroll during future annual enrollment periods. If you cease to be eligible to participate in the plan or your employment with the Company ends, the Plan will cover the legal fees for

those covered services that were opened and pending during the period you were enrolled in the plan. Of course, no new matters may be started after you become ineligible.

PLAN CONFIDENTIALITY, ETHICS AND INDEPENDENT JUDGMENT

Your use of the Plan and the legal services is confidential. The Plan Attorney will maintain strict confidentiality of the traditional lawyer-client relationship. Your employer will know nothing about your legal problems or the services you use under the Plan. Plan administrators will have access only to limited statistical information needed for orderly administration of the Plan. No one will interfere with your Plan Attorney's independent exercise of professional judgment when representing you. All attorneys' services provided under the Plan are subject to ethical rules established by the courts for lawyers. The attorney will adhere to the rules of the Plan and he or she will not receive any further instructions, direction or interference from anyone else connected with the Plan.

The attorney's obligations are exclusively to you. The attorney's relationship is exclusively with you. Hyatt Legal Plans, Inc., or the law firm providing services under the Plan is responsible for all services provided by their attorneys. You should understand that the Plan has no liability for the conduct of any Plan Attorney. You have the right to retain at your own expense any attorney authorized to practice law in the state.

Plan attorneys will refuse to provide services if the matter is clearly without merit, frivolous or for the purpose of harassing another person.

If you have a complaint about the legal services you have received or the conduct of an attorney, call Hyatt Legal Plans at **1-800-821-6400**. Your complaint will be reviewed and you will receive a response within two business days of your call. **AMENDMENT OR TERMINATION.** You have the right to retain at your own expense any attorney authorized to practice law in the state.

While your employer expects to continue to offer participation in the Hyatt Premier Legal Plan, it reserves the right to amend, or terminate the Plan at any time. If the Plan is terminated, all covered services then in process will be handled to their conclusion under the Plan.

ADMINISTRATION AND FUNDING

The Legal Plan is provided for and administered through a contract with Hyatt Legal Plans, Inc. Hyatt Legal Plans makes all determinations regarding attorneys' fees and what constitutes covered services. All contributions collected from employees electing this coverage are paid to Hyatt Legal Plans, Inc.

COST OF THE PLAN

You pay the cost of the Plan through after-tax payroll deductions.

DENIAL OF BENEFITS AND APPEAL PROCEDURES

Denials of Eligibility

Hyatt verifies eligibility using information provided by your employer. When you call for services, you will be advised if you are ineligible and Hyatt Legal Plans will contact your employer for assistance. If you are not satisfied with the final determination of eligibility, you have the right to a formal review and appeal. See the procedures outlined in the next section.

Denials of Coverage

If you are denied coverage by Hyatt Legal Plans or by any Plan Attorney, you may appeal by sending a letter to:

Hyatt Legal Plans, Inc.
Director Administration
1111 Superior Avenue, Suite 800
Cleveland, Ohio 44114-2507
(For Florida plans contact Hyatt Legal Plans of Florida, Inc. at the above address)

The Director will issue Hyatt Legal Plans' final determination within 30 days of receiving your letter. This determination will include the reasons for the denial with reference to the specific Plan provisions on which the denial is based and a description of any additional information that might cause Hyatt Legal Plans to reconsider the decision, and an explanation of the review procedure.

YOUR ERISA RIGHTS

Congress enacted the Employee Retirement Income Security Act (ERISA) to safeguard your interests and those of your beneficiaries under your employee benefit plans. As a participant in the Hyatt Premier

Legal Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including collective bargaining agreements and copies of all documents filed by the Plan with U.S. Department of Labor; such as detailed annual reports and Plan descriptions;
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies;
- Receive a summary of the Plan's annual financial report from the Plan Administrator who is required by law to furnish this to you.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare 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 review and consider your claim. Under ERISA, there are steps you can take to enforce the above rights. If you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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 lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you

should contact the nearest Area Office of the U.S. Labor Management Services Administration, U.S. Department of Labor.

FOR YOUR INFORMATION:

Name of Plan: Hyatt Premier Legal Plan

Plan Sponsor: Colorado College

Type of Plan: Welfare Benefit Plan for pre-paid legal services

Plan Administrator: Claire Eversole

Agent for Service of Legal Process: Plan Administrator

Provider of Benefits: Hyatt Legal Plans, Inc.
1111 Superior Avenue, Suite 800
Cleveland, Ohio 44114-2507
1-800-821-6400
(For Florida plans contact Hyatt Legal Plans of Florida, Inc.
at the above address)

Plan Identification Number: 057

Sponsor's Employer Identification Number: 1408

Effective Date: January 1, 2003

Plan Year: July - June

**If you are having any kind of problem, please call Hyatt Legal Plans at 1-800-821-6400.
A Hyatt Legal Plans representative will help you solve the problem to your satisfaction.**