Summary Plan Description

Baylor College of Medicine

Retirement Plan

Effective: January 1, 2020

Introduction

The following information is an overview of the Baylor College of Medicine Retirement Plan (the "*Plan*"), which is sponsored and maintained by Baylor College of Medicine (the "*College*"). This booklet is a summary plan description of the Plan as it applies to eligible employees.

The full terms of the Plan are contained in the Plan document on file with the College. The information presented in this summary does not replace the Plan's formal legal document that governs administration of the Plan and the payment of benefits. In the event of any conflict between this summary and the Plan's legal document, the Plan's document controls.

This booklet supersedes and replaces all previous summaries of the Plan furnished to you.

About the Plan

Each faculty and staff member of the College contributes to the teaching, service, and research missions of Baylor. In recognition of your contribution to the College during your working years and to help you supplement your income in your non-working years, the College sponsors the Plan, a defined contribution plan under section 401(a) of the Internal Revenue Code.

No matter when you wish or choose to retire, you should give serious thought to your retirement preparations because how you prepare for retirement now will greatly affect the quality of life you experience in your retirement years. This booklet provides valuable information about the plan account and the payment options it affords.

The Plan is a retirement plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended. The Plan was established July 1,1989. The Plan Year is January 1 through December 31.

Participation in the Plan does not constitute a contract for employment.

More detailed information about Baylor College of Medicine- sponsored benefit plans, including the Plan, is available from the Human Resources area of the College's Intranet at *www.bcm.edu* or you may contact:

Baylor College of Medicine
Benefits Office
One Baylor Plaza, BCM 207
Houston, TX 77030
713-798-1500
ask-retirement@bcm.edu

Who Is Eligible

In general, as a member of the College's faculty or staff, you automatically become a participant in the Plan when you reach age 18 and have completed one hour of service. Your participation begins on the date you satisfy the eligibility requirements. You do not need to complete an enrollment form. You must, however, designate one or more beneficiaries online with each vendor you choose to invest the contributions that the College makes on your behalf under the Plan and the earnings thereon (see the "Designating Beneficiaries" section of this booklet).

The following employees are eligible to participate in the Plan:

- All salaried faculty and staff
- Hourly faculty and staff
- Temporary faculty and staff
- Certain employees of other participating employers that have adopted the Plan

The following College classifications are ineligible to participate in the Plan:

- Post-doctoral fellows (Clinical M.D., Research M.D., and Research Ph.D.)
- Residents
- Students (Graduate, Medical, Other, and Non-Baylor College of Medicine)
- Adjunct professors
- Visiting professors
- Leased employees
- Student helpers
- Project interns
- Independent contractors

Additionally, all employees who are included in a unit of employees covered by a collective-bargaining agreement are excluded from Plan participation if there has been good faith bargaining between the College and the employees' representative, and the bargaining agreement does not require the College to include those employees in the Plan.

Contributions to the Plan

From Baylor College of Medicine

Once you become a Plan participant, the College makes a contribution to your Plan account for each payroll period as long as you are an eligible and active participant. Unless and until the Board or its delegate determines otherwise, the College shall contribute for each payroll period an amount equal to eight percent (8%) of each eligible employee's base annual earnings during such payroll period.

"Base annual earnings" includes regular salary, fee-check income, hourly-based pay, income reductions under the Section 125 Pre-tax Premium Plan, and income deferrals under the Section 403(b) Tax Deferred Investment Plan and/or the Section 457(b) Deferred Compensation Plan. Base annual earnings do not include bonuses, overtime pay, reimbursements or other expense allowances, cash and noncash fringe benefits, deferred compensation, welfare benefits or compensation not included in gross income for Federal taxation purposes. Further, base annual earnings do not include any amount paid to you while you are not a participant in the Plan.

From the Employee
Except as noted in the next paragraph, the Plan does not permit employee contributions, either as direct payments into the Plan or by means of salary reduction. The Baylor College of Medicine 403(b) Tax Deferred Investment Plan is a separate plan that is available for you to supplement your retirement income with your own pre-tax or after-tax contributions. This booklet does not cover the 403(b) Plan.

If you received a hardship distribution from the Plan in connection with Hurricane Harvey, Hurricane Irma or Hurricane Maria, you may recontribute back to the Plan all or any portion of the amount you received as a hardship distribution no later than three (3) years from the date of the distribution, in accordance with Internal Revenue Service guidance and procedures established by the Benefits Administrative Committee.

Rollovers
The Plan does accept rollovers of lump-sum distributions from other eligible plans, allowing you to defer taxation on such distributions. If you make a rollover to the Plan, a rollover account is established in your name. Contact the Benefits Office for direction in making a rollover.

How Vesting Works

"Vesting" means gaining ownership of the funds in your account. You gain ownership of the contributions made on your behalf by the College after you complete three years of active service. One year of active service is 365 days of active service for the College or certain affiliates of Baylor College of Medicine.

In general, any time for which you receive compensation from the College counts toward active service. For instance, vacation and sick leave taken while you are an active employee generally will be counted as active service.

Additionally, while the College's residents, postdoctoral fellows (including Clinical M.D., Research M.D., and Research Ph.D.), adjunct and visiting professors, student workers, student helpers, and project interns on the College's payroll are ineligible to participate in the Plan, those individuals will receive active service credit for time spent on the College's payroll in these positions should all other vesting conditions be met.

Active service will include any absence of less than one year, provided you return to work for the College before one year elapses from the date the absence began. Special rules apply for maternity and paternity absences.

If – before completing three years of active service – you terminate employment for any reason other than death, disability, or normal retirement, the College's contributions on your behalf (and earnings thereon) are forfeited, and you will not receive a distribution. However, upon attainment of normal retirement age (age 60) or incurring a qualifying disability prior to your termination of employment with the College (as determined by the administrator of the Baylor College of Medicine Long Term Disability Plan), you become fully vested in the value of your College contribution account immediately. Further, in the event of your death while an active employee, the entire value of your College contribution account will be paid to your designated beneficiary(ies).

You are always 100% vested in the value of any rollover you have established in the Plan.

Special rules apply if your employment terminates and you are later rehired. See the following section entitled "If You Terminate Employment and Are Later Rehired."

If You Terminate Employment and Are Later Rehired

Vested employees
If you were vested when you terminated employment, you will continue to be fully vested in all future College contributions.

Non-vested employees
If you were not vested when you terminated employment, your rights to credit for vesting service and to any forfeited prior non-vested Baylor contributions will depend upon when you are rehired. There are three possible circumstances:

- If you are rehired **within twelve months after termination**, your prior vesting service and your period of absence are credited for vesting purposes, and your prior non-vested College contribution account will be restored.
- If you are rehired **after twelve months or more have passed, but before five years have passed**, your prior vesting service will be credited and your prior non-vested College contribution account will be restored.
- If you are rehired **five years or more** after termination, your prior vesting service will not be credited and your prior non-vested College contribution account will not be restored. As with an employee entirely new to the College, you will be vested in the Plan only after you have accumulated three years of active service credit in the Plan subsequent to your re-employment date.

What Investment Opportunities Are Available

Life expectancies have increased dramatically over the past century. More and more Americans are now living twenty or more years after they retire. Social Security benefits, if you are eligible to receive them, may cover only a small part of your expenses during your retirement years. You will likely need additional savings and investments to help you achieve an acceptable standard of living during retirement. The investment decisions you make during your working years can have a profound impact upon when you are able to retire, as well as upon the quality of life you will experience when you do retire. The College encourages you to take an active interest in the investment performance of the monies it is contributing on your behalf.

Plan Vendors
All active participants, regardless of whether they are vested in the Plan or not, may immediately begin directing the contributions that the College makes on their behalf to one or both of the following two vendors:

Fidelity Investments	1-800-343-0860	*www.netbenefits.com/bcm*
TIAA	1-800-842-2776	*www.tiaa.org/baylormedicine*

For instance, a participant could choose to allocate 50% of his/her contributions to Fidelity, and 50% to TIAA. Alternately, another participant might choose to direct 25% of his/her contribution to one vendor, and 75% to the other vendor. Yet a third participant might choose to allocate 100% of his/her contribution to a single vendor.

Online Account Access at http://intranet.bcm.edu
For all of your retirement planning needs, simply visit Retirement Plan(s) Account Access located on the College Intranet site on the Human Resources – Benefits page. Whether you invest with TIAA or Fidelity Investments, you will be able to log on to your account. You will be able to view your account balances, make exchanges between investment options, track your contributions and investments, and access a variety of educational and planning tools. Please note that investment changes within the TIAA investment options must be transacted directly with TIAA. Please also note that if you elect to invest with TIAA, but do not make a valid investment election with TIAA, your contributions will be automatically invested in the Vanguard Balanced Index Fund until you properly make an investment election for your contributions.

Fund Choices
Both TIAA and Fidelity Investments offer a variety of funds to suit your individual investment needs. Basic information about the funds, such as quarterly performance reports, may be obtained from the College Intranet Human Resources – Benefits. More detailed and wide-ranging fund and investment information may be requested directly from the vendors at the above listed numbers or accessed through the internet at the vendors' websites.

As a Plan participant, you may choose to allocate your contributions to one or several of a vendor's funds. For instance, a participant might choose to direct all contributions allocated to a particular vendor into a single fund managed by that vendor or split his/her contributions among several of the vendor's funds. Examples would include contributions allocated equally among four funds (25%, 25%, 25%, 25%) or in unequal amounts among three funds (18%, 32%, 50%).

Education Is Important
Because you have the opportunity to direct the contributions that the College makes on your behalf, it is important that you feel comfortable managing those contributions. You also need to be able to make informed investment decisions that you feel are appropriate for your individual circumstances, ability to tolerate risk, and retirement goals. For this reason, the College in conjunction with its plan vendors offers a variety of avenues through which you can educate yourself about investment opportunities and strategies.

Both vendors offer online, personalized investment information and educational materials at the following sites:

Fidelity Investments:	*www.netbenefits.com/bcm*
TIAA:	*www.tiaa.org/baylormedicine*

Additionally, vendor representatives offer general educational investment seminars on the Baylor College of Medicine campus. These seminars are available to all College employees, and the College encourages you to attend them. Vendor representatives are also available on a monthly basis for one-on-one investment counseling sessions with Plan participants. Look for announcements through various College media sources about upcoming vendor investment seminars and visits.

Contribution Defaults: State Street Target Retirement Funds and Vanguard Balanced Index Fund

State Street Target Retirement Funds

Whether or not you are vested in your account balances, you have the right to direct the investment of the contributions that the College makes on your behalf to the Plan for you among a wide range of funds managed by Fidelity Investments and TIAA. However, if you make no decision regarding the destination of these contributions, they will be placed into one of the following target retirement funds administered by State Street. The particular fund into which your contributions are directed is dependent upon the year of your birth.

If your birth date is between:	Fund Name:	Target Retirement Years:
1/1/1900 - 12/31/1947	State Street Target Retirement Fund Class K	Retired before 2013
1/1/1948 - 12/31/1952	State Street Target Retirement 2015 Fund Class K	Target Years 2013 – 2017
1/1/1953 - 12/31/1957	State Street Target Retirement 2020 Fund Class K	Target Years 2018 – 2022
1/1/1958 - 12/31/1962	State Street Target Retirement 2025 Fund Class K	Target Years 2023 – 2027
1/1/1963 - 12/31/1967	State Street Target Retirement 2030 Fund Class K	Target Years 2028 – 2032
1/1/1968 - 12/31/1972	State Street Target Retirement 2035 Fund Class K	Target Years 2033 – 2037
1/1/1973 - 12/31/1977	State Street Target Retirement 2040 Fund Class K	Target Years 2038 – 2042
1/1/1978 - 12/31/1982	State Street Target Retirement 2045 Fund Class K	Target Years 2043 – 2047
1/1/1983 - 12/31/1987	State Street Target Retirement 2050 Fund Class K	Target Years 2048 – 2052
1/1/1988 - 12/31/1992	State Street Target Retirement 2055 Fund Class K	Target Years 2053 – 2057
1/1/1993 – 12/31/1997	State Street Target Retirement 2060 Fund Class K	Target Years 2058 – 2062

The State Street Target Retirement Funds are designed for investors expecting to retire around the year indicated in the applicable fund's name. The funds are managed to gradually become more conservative over time as they approach the designated target retirement date by lowering investment risk over time through changes in asset allocation.

Each State Street Target Retirement Fund invests in a collection of other State Street funds. The Target Retirement Funds with longer time frames tend to have a higher concentration of mutual funds with stock (equity) investments. Those Target Retirement Funds therefore have greater potential for higher investment returns, but are also more likely to fluctuate significantly in value.

As you move closer and closer to retirement, your balances will remain in the same fund, but the strategy of the particular Target Retirement Fund associated with your birth year will shift: the amount of aggressive investments in the fund – like stock funds and certain kinds of bond funds – will go down, and the amount of more conservative investments – like bond funds and short-term investments – will go up. Target Retirement Funds with shorter remaining time frames tend to have higher concentrations of these less risky and volatile investments, and are therefore likely to appeal to investors who are closer to retirement and who want to focus on preserving their investments. Ultimately, they are expected to merge with the State Street Target Retirement Fund Class K. Because the first fund, the State Street Target Retirement Fund Class K, is structured for individuals very near to or already in retirement, its asset allocation remains essentially stable.

Vanguard Balanced Index Fund

If you elect to invest your Plan contributions with TIAA, but in the process of doing so, you do not make a valid and complete investment election with TIAA, your contributions will be automatically invested in the Vanguard Balanced Index Fund until you properly make a valid and complete investment election for those contributions.

The Vanguard Balanced Index Fund seeks to track the performance of the benchmark index that measures the investment return of the overall U.S. stock market with 60% of its assets and seeks to track the performance of a broad, marketweighted bond index with the remaining 40% of its assets. The Vanguard Balanced Index Fund employs an indexing investment approach designed to track the performance of two benchmark indexes. With approximately 60% of the fund's assets, the Vanguard Balanced Index Fund seeks to track the investment performance of the CRSP US Total Market Index and with approximately 40% of its assets, the Vanguard Balanced Index Fund seeks to track the investment performance of the Bloomberg Barclays U.S. Aggregate Float Adjusted Index.

Transferring Funds between Vendors
If you do decide to redirect or transfer your investments between funds and/or vendors, it is important to remember that two different types of actions can be taken, neither of which have any effect on the other:

- *Moving currents assets*: this action transfers your current balances from one fund or vendor to another, but will not affect how the contributions made on your behalf in the future are invested.
- *Redirecting future contributions*: This action will affect how all the future contributions that the College will make on your behalf are invested. It has no effect on where your current balances reside.

Each investment vendor has its own administrative rules and requirements. Some transfers may be subject to certain fees and/or other vendor restrictions and rules. It is important that you thoroughly read the prospectus for each of the funds in which you are considering investing.

Within each vendor, transfers of existing account balances as well as the redirection of future contributions may be made by calling the vendors toll-free or online at the vendor websites.

Although you do not have the right to vote any individual securities held by any of the investment funds, you do have the right to direct the Plan Trustee as to the manner in which the Trustee is to vote the shares of Fidelity or TIAA mutual funds credited to your plan accounts.

Should you wish to transfer current balances from one vendor to another, you may do so by contacting the vendor to which you will transfer your Plan balances so that the vendor may initiate the transfer for you.

Your Responsibility for Investments

The return on your plan investments may be high or low, depending on your investment funds' success. The College cannot guarantee the performance of the investments, nor does the College offer investment advice. The Benefits Administrative Committee has the right to delete or add funds, or change investment fund managers in the future. Your investment elections are your responsibility. Therefore, the College encourages you to seek the advice of a personal investment advisor. To the extent that your account is invested as you have directed, plan fiduciaries are relieved of liability for losses that may result from following your investment instructions.

The Plan is intended to qualify under Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended, and Title 29 C.F.R., Section 2550.404c-1. This means that the fiduciaries of the Plan may be relieved of liability for any losses you incur that are the direct and necessary result of your investment instructions.

Transfers between investment alternatives may be made daily and there is no limitation on the number of transfers that you may make, subject to individual vendor and/or fund restrictions and rules.

There is a 90-day "equity wash" on any participant-directed transfers or exchanges out of Managed Income Portfolio II. Before exchanging from MIP II, into a competing fund, the participant must first exchange into a "non-competing" fund for 90 days. Funds which are considered competing with MIP II are usually bond investments with a duration less than three years and money market/short-term options.

You do not incur any transfer fee, sales charge, or redemption fee when you transfer to or from one of the Plan's investment alternatives. Of course, the transaction cost of purchasing and selling securities within each plan fund (brokerage fees) is a cost of that fund. Certain management fees and expenses are charged against the income of each of the Fidelity funds and the TIAA funds as explained in the prospectus or offering circular of each Fund.

Except for the Fidelity Managed Income Portfolio, the Fidelity and TIAA Funds are subject to the Securities Act of 1933. A copy of the most recent prospectus provided to the Plan for each of those funds will be provided to you either immediately before or immediately following your initial investment in that fund and upon request at any time by calling the appropriate vendor.

Information that Will Be Provided to You upon Request

The plan fiduciary identified below will provide the following information to you on request, based on the latest information available to the Plan.

(1) A description of the annual operating expenses of each investment alternative (for example, investment management fees, administrative fees, etc.) that reduce your rate of return and the aggregate amount of expenses expressed as a percentage of average net assets of the investment alternative.

(2) Copies of any prospectuses, financial statements and reports, and any other materials relating to the investment alternatives to the extent this information is provided to the Plan.

(3) For each investment alternative, a list of assets comprising the portfolio, the value of each asset (or the proportion of the investment alternative that it comprises); and with respect to each asset that is a fixed rate investment contract issued by a bank, savings and loan association, or insurance company, the name of the issuer of the contract, the term and the rate of return on the contract.

(4) Information concerning the value of shares or units in the investment alternatives and information about the past and current investment performance, net of expenses, on a reasonable and consistent basis.

(5) Information concerning the value of the shares or units in the investment alternative held in your account.

This information is available from the Human Resources – Benefits Office, Baylor College of Medicine, One Baylor Plaza, BCM 207, Houston, Texas 77030.

Expenses of the Plan

On an annual basis the College will provide you with a disclosure of the fees and expenses under the Plan.

Loans

The Plan does not currently allow a participant, whether vested or non-vested, to borrow any amounts from their plan account balances for any reason while actively employed.

Note, however, that special rules applied during 2017 and 2018 which allowed loans to be taken from the Plan in connection with Hurricane Harvey, Hurricane Irma or Hurricane Maria.

Statements of Your Account Activity

Quarterly statements of your account balances will be sent to all Plan participants from the vendor(s) in which the participant has chosen to invest plan contributions. Statements are mailed to your home address after each calendar year quarter ending March 31, June 30, September 30, and December 31. You may also request that your statements be sent to you electronically.

Eligibility for Distributions

It is important for participants considering a distribution of retirement income from the Plan to understand the distinctions between different types of Plan participants.

Active participants
Active participants are current employees, paid by the College who have money in the Plan. Generally, active employees may not take a distribution from the Plan. However, if you are working 50% time or less, have completed at least ten years of service, and are at least age 62, you may take a distribution from the Plan.

Except as specified above, an individual who was a participant in the Plan who has changed to another active position at the College but who is no longer a participant in the Plan, is still considered an active employee and, therefore, will not be permitted to take a distribution from the Plan.

Inactive participants
Inactive participants are eligible to receive a distribution, subject to meeting one of the criteria below. Inactive participants are those who have current account balances in the Plan and who have:

- terminated their employment relationship at any age with Baylor College of Medicine and its affiliates but have vested in the Plan;
- incurred a qualifying disability prior to terminating employment with Baylor College of Medicine;
- retired at normal retirement age while employed by Baylor College of Medicine; or
- died while in the employment of Baylor College of Medicine.

When benefits become payable, the amount due to you is determined by the total value of your plan accounts, including investment interest, gains, and losses. Your payment options are described in the next section of this booklet. Generally, the benefit payments will not begin until you or your beneficiary(ies) submit a written request for distribution. If receipt of a distribution is postponed, your plan account balance will be subject to investment gains and losses of the funds in which your balances reside. Distributions from investment funds held by Fidelity and TIAA are handled in accordance with their procedures for the types of investments you have selected, and you are subject to the vendor distribution rules, regulations, and/or fees.

Termination of Employment
If you are vested in your plan account when you terminate, you have the right to request a distribution within 30 days after your date of termination or postpone distributions until a later date. You may take distribution of your vested account balance 30 days after your employment ends. However, in general, if you have terminated employment, you have reached age 70½, and you have not yet begun to take distribution of your plan account, you must begin distributions no later than April 1 of the calendar year immediately following the year in which you attained age 70½.

Retirement
You are eligible to take distribution of your account balances 30 days after your date of retirement so long as you are vested in the Plan. If you retire at age 60 or older, you become vested immediately in the Plan whether or not you have accumulated three years of active service credit, and you are, therefore, eligible to take distribution of your account balances 30 days after your date of retirement.

Disability
If your employment terminates as a result of your disability, you are eligible to take a distribution from the Plan. If you choose to do so, however, you may leave your account balance in the Plan (subject to Plan rules) and continue to direct your investments.

Death
Whether you are married or single, if you die before receiving any benefits from the Plan and the value of your account is $1,000 or less, your entire account balance will be paid in a lump sum to your spouse or designated beneficiary(ies) as soon as administratively possible.

Distribution of an account valued in excess of $1,000 for any Plan participant who dies before his/her benefit is first payable from the Plan is subject to the following rules:

- The entire account balance normally must be distributed within five years after the participant's death.
- If the spouse of a deceased participant is the designated beneficiary, payment may be deferred.
- The automatic pre-retirement death benefit will be a Qualified Pre-Retirement Survivor Annuity for a participant who has been married for at least one year. This means that your account balance must be used to provide equal monthly annuity payments to your spouse

as long as your spouse lives. Payment may be made in another form only if you and your spouse have made a valid election waiving the Qualified Pre-Retirement Survivor Annuity. If you die after you have begun receiving benefits from the Plan benefits will be paid according to the terms of the form of payment you were receiving at the time of your death. See the section on “Forms of Payment” in this booklet for more information.

If your designated beneficiary(ies) die(s) before all payments have been distributed, any applicable balance will be payable to the designated beneficiary’s estate. The section on “Designating Beneficiaries” in this booklet provides important information for married and single participants.

Required Minimum Distributions

Participants who attained the age of 70½ prior to January 1, 2002 must receive required minimum distributions of their accumulations in the Plan commencing by April 1 of the calendar year following the year in which they reach age 70½.

In all other cases, participants must commence receiving required minimum distributions from the Plan no later than April 1 of the year following age 70½ or the year of retirement, whichever comes later. Required minimum distributions are not eligible to be rolled over to another arrangement.

As a courtesy, vendors will make every effort to notify those participants who should take a minimum distribution and provide information to help them comply with the requirements.

Taxes on Distributions

In general, benefits from the Plan are fully taxable as ordinary income in the year of receipt. Participants who choose to take any type of distribution are responsible for any tax consequences. Because tax regulations are complex and subject to change, you are strongly encouraged to consult with a professional tax specialist for advice.

Types of Distributions

If you are an inactive participant, you may continue to maintain your account balances under the auspices of the Plan with no penalty. However, if your balance is less than or equal to $1,000, you will receive a lump sum payment or you may direct your distribution to a rollover account. the College will make no additional contributions on your behalf, and you will not be permitted to make any contributions yourself, nor roll over any funds into the Plan from any other sources. You will, however, continue to receive quarterly statements from the vendor(s) in which your account balances reside, and those account balances will continue to be subject to gains or losses, as applicable. You will also continue to have the opportunity to transfer account balances among funds offered by the vendor(s) in which they are currently invested as well as transfer funds between vendors should you so desire.

Should you desire to receive a distribution, the various forms of payment available to you are described below:

Normal Forms of Payment
If you are single, the normal form of payment of plan benefits is a lump sum.

If you are married, the normal form of payment is a Qualified Joint and 50% Survivor Annuity. This form of payment provides you with a monthly income. Upon your death, your surviving spouse receives a monthly income equal to half of the monthly income previously paid to you for as long as your spouse lives. By law, this is the mandatory form of payment unless you and your spouse have properly executed an election to choose another form of payment.

Alternate Forms of Payment
To give you flexibility in structuring your retirement benefit, the Plan offers several alternative forms of payment. While all forms of payment are actuarially equivalent and benefits are based on your vested account balance, the amount of your monthly payments will vary according to the alternative you select.

If you are married and want to elect a payment option other than the normal form, which is a Joint and 50% Survivor Annuity, you *must* obtain the consent of your spouse, whose signature must be witnessed by a Plan representative or notarized.

The following is a summary of the forms of payment available under the Plan; not all options are available from all investment vendors.

Lump Sum Payment
This can include:
- a full or partial withdrawal payable to you (please note that TIAA places certain restrictions upon withdrawals from its Traditional Annuity fund -- contact TIAA for further information).
- a direct rollover of your account balance to:
  - a new employer’s qualified 401(a) or 401(k) plan; or
  - an Individual Retirement Account (IRA) administered by either the plan vendor(s) or another investment provider not associated with the Plan.

Systematic Withdrawals
You may choose one among the following three methods if electing to receive distributions systematically over time:
- Specific Period Method: This allows you to withdraw your account balance over a given period of years, specified by you, on a monthly, quarterly, or yearly basis.
- Single Life Method: This allows you to receive income over the course of your life expectancy.
- Joint Life Method: This allows you to receive income over the course of your and your designated beneficiary’s joint life expectancy.

Joint and Survivor Annuity
Your account balance can be used to purchase an annuity contract that will pay a monthly income to you for your lifetime. At your death, it will pay your surviving spouse or designated beneficiary for his or her lifetime a specific percentage of the benefit you were receiving. You may elect a survivor benefit equal to 50%, 66⅔%, 75%, or 100% of your benefit.

Certain and Life Annuity
Your account balance will be used to purchase an annuity contract from an insurance company that will pay a monthly income for your lifetime with payments guaranteed for a specified annuity period (5, 10, 15, or 20 years). If you die after your monthly benefits have begun but before the end of the specified annuity period, your surviving spouse or designated beneficiary will continue to receive the same benefit you were receiving until the end of the specified annuity period. If you die after the specified annuity period has ended, benefit payments will end and no survivor benefit will be paid.

Payment options may be limited or unavailable from one or the other of the investment vendors. If you wish to receive your benefit in a form that is not available from your current investment vendor, you will need to transfer your account balance to an appropriate investment vendor offering the form of payment you desire.

In-service distributions upon your attainment of age 62 are payable only in the following forms: a lump sum, a single life annuity (if you are single), a joint and 50% survivor annuity (if you are married) or a joint and 75% survivor annuity (if you are married).

Assignment of Benefits

Your plan accounts or amounts payable to you or to your beneficiary(ies) may not be assigned, transferred, or pledged to anyone as collateral for a debt or other obligation.

Qualified Domestic Relations Order

A Qualified Domestic Relations Order (QDRO) is an order or judgment from a state court directing the Plan Administrator to pay all or part of a Plan participant’s benefit to a spouse, former spouse, dependent child or other dependent for support, alimony or as marital property rights. The Plan must comply with such an order. The QDRO must specify certain information such as the names and addresses of the Plan participant and each payee, the amount of percentage of the Plan participant’s benefit to be paid, etc. For model QDRO language, contact the vendor with which the investment funds to be allocated under the QDRO are invested.

A QDRO cannot provide that benefits be paid in any form or amount inconsistent with plan provisions; however, it may require a lump sum payment to an alternate payee even if the employee is not yet entitled to receive a distribution.

Designating Beneficiaries

Designating beneficiaries enables you to direct distribution of your account balances to individuals and/or organizations of your choice in the event of your death. Because you are immediately vested in your account balances in the event of you die while employed by the College, even if you have not yet accrued three years of active service credit, you must designate one or more beneficiaries upon becoming a Plan participant. You initially designate all of your beneficiaries online with each vendor you choose to invest the contributions that the College makes on your behalf under the Plan (and the earnings thereon), and make subsequent changes in designated beneficiaries in the same manner.

There are two types of beneficiaries:

Primary: These are the persons and/or organizations who you wish to receive your Plan account balances in the event of your death. You may designate more than one primary beneficiary by indicating what proportion of your account balances should be directed to each individual and/or organization named. All designations must total 100%. If any primary beneficiary predeceases you, the surviving primary beneficiaries will share proportionately in your account balances.

Contingent: These are the persons and/or organizations who will receive your Plan account balances in the event of your death and in the event that none of the primary beneficiaries you have named survives you or continues to exist at the time of your death.

If you are married and no beneficiary has been named at the time of your death, your spouse will be your beneficiary under the Plan; however, if your spouse is not alive at that time, the executor, administrator, or other personal representative of your estate will be your beneficiary under the Plan.

If you are married and name someone other than your spouse to receive all or part of your benefits, your spouse must give consent to your designation of another beneficiary in writing. A spousal consent form for this purpose is available online from each vendor or you may contact the vendor to have the applicable spousal consent form mailed to you. The form must be properly completed, be witnessed by either a Plan representative or a notary public, and then delivered to the vendor before the consent form will be effective.

Additionally, if you are married, you must complete a new designation of beneficiary form upon reaching the age of 35, unless you have elected the legally mandated pre-retirement survivor annuity provision. This provision provides a lifetime monthly annuity to your spouse in the event of your death, based upon the balances in your account.

You may change your beneficiary designations at any time (with proper spousal consent if you are married).

If your marital status changes from single to married or vice versa through death, marriage, or divorce, you must designate new beneficiaries properly reflecting your change in status.

For purposes of the Plan, "spouse" means the person to whom you are married under applicable state or other local law (but ignoring any restrictions that do not recognize a valid marriage performed in another jurisdiction based solely on the gender of you and/or the person you married).

Changes of Address

It is important that correct address records be maintained with the Human Resources – Benefits Office and with your investment provider. If you are an active employee, you may update your address online through SuccessFactors, and the information will be automatically sent to the investment provider(s). If you have terminated your employment, you must contact the investment provider(s) directly. It is important that quarterly statements reach you in a timely fashion.

Additionally, benefits may be delayed or unpaid if you or your beneficiary cannot be located at the time a distribution is due from the Plan.

Claims Procedures

How to File a Claim

To request distribution from the Plan, you should contact your vendor 30 days after your date of termination. In the event of your death, your beneficiary should apply in writing for any distribution that is due.

Action by the Plan Administrator upon Receipt of a Claim for Benefits

Normally, a decision as to whether or not benefits are due will be made within 90 days after receipt of a claim. However, if circumstances necessitate, the Plan Administrator may extend this period to 180 days. In this case, written notice of the extension will be given to you (or your beneficiary) during the initial 90-day period. If no action is taken during the claims period, the claim is treated as if it were denied on the last day of the claims period.

If a claim is denied, the Plan Administrator must give written notice stating why the claim has been denied, referencing the relevant plan provisions and stating what additional information is needed to support the claims and how to have a claim reviewed.

How to Appeal a Denied Claim

If a claim is denied, in whole or in part, you (or your beneficiary) will have 90 days in which to appeal. You, or your authorized representative, must file a written request with the Plan Administrator for review of the claim. As a part of the review process, you or your representative may review relevant documents and submit written comments supporting the claim.

Action by the Plan Administrator upon Appeal of a Denied Claim

After a written request for review has been filed in a timely manner, the Plan Administrator must give written notice of the decision within a reasonable time. Notification normally will be given within 60 days after receipt of the request for review. However, if written notice is given during the 60-day period, the Plan Administrator may review the claim for up to 120 days. If a decision is not rendered during the review period, the claim is treated as if it were denied on the last day of the review period.

If a claim is again denied upon review, the Plan Administrator's written decision must give specific reasons, including references to pertinent plan provisions.

Plan Not an Employment Contract

The adoption and maintenance of the Plan does not represent an employment contract between the College and its employees. Nor do adoption and maintenance of the Plan prohibit the College from discharging any employee at any time, with or without cause, or interfere in any way with an employee's right to terminate at any time, in accordance with state and federal law.

No Oral Modification of the Plan

No person has the authority to orally modify the Plan. Therefore, no Plan participant, designated beneficiary, or person claiming through the Plan participant or designated beneficiary, may rely upon any oral representations of any person concerning the coverage or benefits provided under the Plan, and no separate contract shall be created with any person as a result of the oral statement.

Arbitration

As described below, any controversy relating to the Plan must be resolved by arbitration on an individual basis in accordance with the Employee Benefit Plan Claims Arbitration Rules of the American Arbitration Association. You must exhaust the claims review and appeals procedures under the Plan before you may initiate an arbitration proceeding.

By accepting benefits under the Plan or seeking benefits under the Plan you agree to the Plan's arbitration procedures described below.

Any controversy arising out of or relating to the Plan, including without limitation, any and all disputes, claims (whether in contract, statutory or otherwise) or disagreements concerning the interpretation or application of the provisions of the Plan, (each, a "Covered Claim") shall be resolved by arbitration in accordance with the Employee Benefit Plan Claims Arbitration Rules ("Rules") of the American Arbitration Association (the "AAA") in effect at the initiation of the arbitration.

All Covered Claims shall be arbitrated on an individual basis and the Plan participant shall not have any right or authority to assert or pursue any Covered Claims as a class action or derivative action of any sort. In addition, notwithstanding anything to the contrary in the Rules (including

Rule 12 entitled "Grouping of Claims for Hearing" or this rule's successor), a Covered Claim by one Plan participant shall not be grouped or consolidated with a Covered Claim by another Plan participant in a single proceeding.

No arbitration proceeding relating to the Plan may be initiated by either the Employer or the Plan participant, unless the Plan's claims review and appeals procedures have been exhausted.

The arbitration shall be administered by the AAA. Three arbitrators shall hear and determine the controversy. Within twenty (20) business days of the initiation of an arbitration hereunder, the Employer and the Plan participant will each separately designate an arbitrator, and within twenty (20) business days of such selection, the appointed arbitrators will appoint a neutral arbitrator from the panel of AAA National Panel of Employee Benefit Plan Claims Arbitrators. All arbitrators shall be impartial and independent. The award (including a statement of finding of facts) shall be made promptly and no later than forty-five (45) days from the date of closing the hearings or, if the hearing has been on documents only, from the date of transmittal of the final statements and proofs to the arbitrator.

The arbitrators shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim, including a Covered Claim. The decision of the arbitrators selected will be final and binding upon both parties, and judgment on the award may be entered in any court having jurisdiction. The Plan's arbitration provision is expressly made pursuant to, and shall be governed by, the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (or replacement or successor statute). Nothing in the Plan's arbitration procedures will be construed to, in any way, limit the rights, powers, and authorities of the Benefits Administrative Committee In any arbitration proceeding full effect shall be given to the rights, powers, and authorities of the Benefits Administrative Committee under the Plan.

Contractual Statute of Limitations for Benefit Claims Disputes.

A Plan participant or designated beneficiary may not bring any arbitration, litigation or other action pertaining to a claim for benefits under the Plan following the earlier of the date that is (1) 365 days after the final denial of his or her claim for benefits, or (2) the expiration of the limitations period under Texas contract law (the applicable limitations period under the Employee Retirement Income Security Act of 1974, as amended ("ERISA")).

Venue

Venue for all arbitration or litigation concerning any dispute relating to the Plan, including, without limitation, a claim for benefits under the Plan or any claim of breach of fiduciary duty under ERISA, will be in Harris County, Texas, and in the event of litigation, in the United States District Court for the Southern District of Texas (Houston Division).

Exhaustion of Administrative Remedies

Without limiting any provisions of the Plan, by accepting benefits or asserting a claim to benefits under the Plan, you, your spouse, your surviving spouse and designated beneficiary, are affirmatively deemed to agree not to file suit in court or seek arbitration concerning a claim for benefits until such person has exhausted the claims and appeals procedures under the Plan.

Assignments Prohibited

Your benefits under the Plan are not subject to attachment or garnishment by your creditors or those of your beneficiary. Your benefits may not be assigned , sold, or used to borrow money.

Withholding Taxes.

The College and the Trustee may withhold from any payment under the Plan any taxes required to be withheld with respect to contributions or benefits under the Plan.

Conflicts Between the Plan and the Summary Plan Description.

To the extent that there is a conflict between the terms of the Plan, as it may be amended from time to time, and the terms of any summary plan description, the terms of the Plan, as it may be amended from time to time, shall govern.

Ambiguous Language.

If the Benefits Administrative Committee discovers Plan language that reflects a drafting error that is inconsistent with the College's intent and the operation of the Plan, the Benefits Administrative Committee may treat such language as an ambiguity. The College may amend the Plan retroactively to eliminate any Plan language that is determined by the Benefits Administrative Committee to be ambiguous.

Governing Law.

The provisions of the Plan shall be construed, administered, and governed under the laws of the State of Texas and, to the extent applicable, by the laws of the United States. In the event that the conflicts of law provisions of the laws of the State of Texas would require the application of the relevant law of another jurisdiction, the relevant law of the State of Texas will still apply.

Continuance of the Plan

The College intends to continue the Plan indefinitely, but reserves the right to amend or terminate it. No amendment may be made to eliminate an optional form of payment, decrease your vesting percentage, or reduce amounts already allocated to your plan account. However, future contribution levels are subject to change. Any time a material change is made to the Plan, you will be notified.

The Plan may be terminated, in whole or in part, or contributions may be completely discontinued. If you are affected by any such termination or discontinuance of contributions, you will be notified, and you will become 100% vested in the value of your College contribution account.

Since the Plan is a defined contribution plan, it is not insured by the Pension Benefit Guaranty Corporation, Therefore, it is not covered by plan termination insurance.

Statement of ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under ERISA, which provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

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

- Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you of your vested rights under the Plan. If you do not have such vested rights, the statement will tell you how many more years you have to work to get vested rights. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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 the 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 pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may institute arbitration proceedings under the terms of the Plan (or file suit in a Federal court to the extent allowed under the Plan or otherwise required under ERISA). In such a case, the arbitrator or 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 institute arbitration proceedings under the terms of the Plan (or file suit in a state or Federal court to the extent allowed under the Plan or otherwise required under ERISA). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may institute arbitration proceedings under the terms of the Plan (or file suit in a Federal court to the extent allowed under the Plan or otherwise required under ERISA). 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 institute arbitration proceedings under the terms of the Plan (or file suit in a Federal court to the extent allowed under the Plan or otherwise required under ERISA). The arbitrator or court will decide who should pay arbitration/court costs and legal fees. If you are successful, the arbitrator or court may order the person you have sued to pay these costs and fees. If you lose, the arbitrator or court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan administrator. If you have any questions about this summary or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or at www.dol.gov/ebsa, or write to 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 at **1-866-444-EBSA (3272)**.

Plan Directory

Plan Name:	Baylor College of Medicine Retirement Plan
Type of Plan:	Defined contribution retirement plan
Plan Number:	009
Plan Year:	The fiscal records of the Plan are kept on a calendar year basis, beginning January 1 and ending December 31
Plan Administrator, Plan Sponsor and Employer:	Baylor College of Medicine One Baylor Plaza Houston, TX 77030 (713) 798-4951
Plan Administration Type	Third party contract administration
Plan Trustee:	Sr. Vice President for Finance/Chief Financial Officer Baylor College of Medicine One Baylor Plaza Houston, Texas 77030
Federal Tax Employer Identification Number:	74-1613878
Agent for Service of Legal Process:	General Counsel Baylor College of Medicine One Baylor Plaza Houston, TX 77030 Service of legal process may also be made upon the Plan Trustee or the Plan Administrator

This summary is intended to briefly summarize the relevant terms in the Plan. A complete copy of the Plan document is on file for any participant who desires more detailed information. If a question should arise concerning the Plan, the Plan document and not this summary will govern and determine your rights.

Baylor
College of
Medicine