

**SUMMARY PLAN DESCRIPTION
OF THE
DREXEL UNIVERSITY
DEFINED CONTRIBUTION RETIREMENT PLAN
(Issued: March 2025)**

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DREXEL UNIVERSITY DEFINED CONTRIBUTION RETIREMENT PLAN SUMMARY PLAN DESCRIPTION

I. INTRODUCTION

Drexel University (the “University”) established the Drexel University Defined Contribution Retirement Plan (the “Plan”) for the benefit of certain eligible employees of the University. The purpose of the Plan is to encourage employees to save for retirement on a regular basis. The Plan was most recently amended and restated, effective as of January 1, 2021, to incorporate prior Plan amendments, reflect current legal requirements and make certain desirable Plan design changes, including changes relating to Plan eligibility. This summary plan description (“SPD”) describes Plan provisions in effect as of August 1, 2024. Generally, any references in this summary to the University include The Academy of Natural Sciences or any other affiliate of the University that participates in the Plan.

Your account in the Plan may include amounts that were transferred from the following plans:

- The Academic Properties, Inc. Tax Deferred Annuity Plan
- The Academy of Natural Sciences Defined Contribution 403(b) Retirement Plan
- The Academy of Natural Sciences Defined Contribution (Money Purchase) Retirement Plan
- The Drexel University Online 401(k) Plan (rollovers upon plan termination)
- The Drexel University Tax-Deferred Annuity Plan
- The Pennsylvania Association of Independent Colleges and Universities Multiple Employer Plan, but only with respect to employees of Salus University (the “Salus Plan”)
- The Philadelphia Health & Education Corporation Defined Contribution Retirement Plan

This SPD is not the Plan document; however, it is designed to briefly describe the retirement benefits provided by the Plan, without going into all of the refinements and details of the Plan document. The legal rights of any person under the Plan are determined solely by the provisions of the Plan document. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS SPD AND THE OFFICIAL PLAN DOCUMENT, THE PLAN DOCUMENT ALWAYS GOVERNS.** No person can make any statements of any kind that alter or amend the terms of the Plan. Accordingly, you should not consider the Plan to have been amended based on written or oral statements made by any employee, officer, director, or representative of the University, its affiliates or any other organization, including the Plan's Funding Agent.

If you wish to see a copy of the official Plan document, contact the University’s Office of Human Resources (“Human Resources”). You can also view a copy of the Plan document at <https://drexel.edu/hr/benefits/resources/compliance/>.

II. HOW THE PLAN WORKS

The Plan is a tax-sheltered annuity plan described in section 403(b) of the Internal Revenue Code of 1986, as amended (the “Code”). Under the Plan, if you are an eligible employee, you may invest in tax-sheltered annuities and custodial accounts with contributions that you make to the Plan (“Employee Contributions”) and that the University may make on your behalf (“Employer Contributions”). Because the Plan is tax-sheltered, neither you nor the Plan will pay any income tax currently on your Employee Contributions (except for Roth Contributions, as described below in this SPD) or the earnings generated by the investment of assets held on your behalf under the Plan. Instead, you will be taxed when you receive benefits under the Plan (except for Roth Contributions, as described below in this SPD), at which time you may be eligible for favorable tax treatment on amounts received, or even for further tax deferral through a rollover or direct transfer to a traditional individual retirement arrangement (“IRA”) or to another employer’s tax-qualified retirement plan.

Funding Agent

To make Employee Contributions to the Plan, you generally must enter into a salary deferral agreement authorizing the University to make contributions from your pay, which will be forwarded to the following funding agent, who serves as the sole record keeper for the Plan (“Funding Agent”):

Teachers Insurance and Annuity Association (“TIAA”). You can receive more information about TIAA by writing to: TIAA, P.O. Box 1259, Charlotte, NC 28201 or by calling 1-800-842-2252. You can access your TIAA account through the single sign on in DrexelOne.

Employee Contributions may be made on a before-tax basis as “Pre-Tax Contributions,” on an after-tax basis as “Roth Contributions,” or as a combination of Pre-Tax Contributions and Roth Contributions.

The University reserves the right to choose additional or alternative funding agents from among the insurance companies and investment companies that offer tax-sheltered annuities and custodial accounts. An account will be maintained for you under the Plan that will reflect your investment elections.

III. ELIGIBILITY AND PARTICIPATION

Eligibility to Participate in the Plan for Employee Contributions

You are an “Eligible Employee” who is eligible to participate in the Plan to make Employee Pre-Tax Contributions and Roth Contributions if you are an employee of the University or The Academy of Natural Sciences (“ANS”). You are not eligible to participate if you are:

- A student performing services described in section 3121(b)(10) of the Code (including Federal work-study students);
- A leased employee as defined in sections 414(n) or (o) of the Code; or

- An independent contractor (even if later reclassified as an employee).

Eligibility to Participate in the Plan for Employer Contributions

“Basic Employees” are eligible for Employer Contributions under the Plan. You are a “Basic Employee” if you are an Eligible Employee (as described above). However, you are **not** a Basic Employee if you are covered by a collective bargaining agreement that does not specifically provide for your eligibility for Employer Contributions. Please see the attached **Appendix A** for more details.

As described in Section IV, the criteria for if and when you receive an allocation of Employer Contributions depends on your employment classification by the University.

When Participation Begins and Ends

If you are an Eligible Employee, you may begin participating in the Plan to make Pre-Tax Contributions and Roth Contributions as soon as practicable after your date of hire. You may begin this participation by submitting a salary deferral agreement to make Pre-Tax Contributions and Roth Contributions and completing any other forms required by the University and the Funding Agent. Your contributions to the Plan will begin as early as the first payroll period after the receipt and processing of your completed salary deferral agreement information by the University unless you specify a later date.

If you are a Basic Employee (as defined above) who is eligible to receive Employer Contributions and is making Pre-Tax Contributions or Roth Contributions to the Plan, you will begin participation in Employer Contributions as soon as possible following the *later* of (1) your date of hire or (2) the date you first become a Basic Employee. Please see the section of this SPD entitled “Eligibility for Employer Contributions,” below, for more information on the additional requirements for receiving an allocation of Employer Contributions for a Plan Year.

However, as described in Section IV, the criteria for if and when you receive an allocation of Employer Contributions depends on your employment classification by the University.

All determinations about eligibility and participation will be made by the University based on its records and the official Plan document on file.

Active participation in the Plan ends when you transfer to an ineligible class of employees or terminate your employment with the University. Active participation in Employer Contributions ends when you are no longer employed by the University as a Basic Employee.

However, you remain an inactive participant as long as you have an account under the Plan (even if the account balance is \$0) for some period of time. You may again become an active participant on your rehire date if you return to work for the University in an eligible class of employees.

Terms You Should Know

Compensation. “Compensation” for purposes of Employee and Employer Contributions means

the amount of your earnings for the year from the University that is reported on your W-2 Form as wages, plus elective deferrals under the Plan, another University retirement plan and any University flexible benefits plan, but excluding severance pay, vacation, sick, and personal leave payouts following a termination of employment, tuition remission benefits, amounts paid to reimburse relocation expenses, advance pay paid prior to your performance of services for the University, the value of any non-cash fringe benefits or non-money awards or gifts provided by the University, and any special payments designated as ineligible Compensation in the University's payroll system.

Federal law limits the amount of Compensation that can be counted in determining the amount of Employer Contributions under the Plan. For 2025, this limit is \$350,000 and, for subsequent years, it may be adjusted by the Internal Revenue Service periodically for cost-of-living increases.

Plan Year. The "Plan Year" means the period of twelve consecutive months commencing on January 1 and ending on the following December 31.

Qualified Military Service. "Qualified Military Service" is any period of time for which you are absent for service in the uniformed services (as defined in chapter 43 of title 38, United States Code) where your right to reemployment is protected by law.

IV. CONTRIBUTIONS

Employee Contributions

To begin making contributions to the Plan, you generally must enter into a salary deferral agreement to make salary reduction contributions. A salary deferral agreement authorizes the University to withhold a certain whole percentage of your Compensation and contribute these amounts to the Plan.

You can choose to contribute to the Plan on a before-tax basis (Pre-Tax Contributions), after-tax basis (Roth Contributions), or a combination of both, up to the applicable limits described below.

Roth Contributions are treated like Pre-Tax Contributions for most purposes under the Plan, including the Plan's loan, vesting, and distribution rules. However, there are differences in the way these contributions are taxed both when they are deposited and when they are withdrawn. The amounts you contribute to the Plan as Pre-Tax Contributions are not subject to Federal income tax at the time of contribution. (However, they are subject to Social Security (FICA) tax and may be subject to state and local income tax withholding as well.) Instead, the distributions you later receive from the Plan are taxable. In contrast, Roth Contributions are subject to income taxes when contributed to the Plan. However, for Federal tax purposes, distributions from your Roth Contribution account will be 100% tax-free if you satisfy certain requirements, and distributions of your Roth Contributions (not including earnings) will always be tax-free. In other words, you will not pay tax twice on the amounts you contribute, regardless of when you take a distribution, and if you wait until you have met the requirements for a tax-free distribution, you will never have to pay taxes on the earnings held in your Roth Contribution account. In order to receive a tax-free distribution from your Roth Contribution

account (sometimes referred to as a “qualified distribution”), you must wait at least five taxable years after you first make a Roth Contribution to the Plan, and your distribution must be made (1) after you have reached age 59½, (2) to your beneficiary after your death, or (3) on account of your disability (as defined by Federal law). Keep in mind, however, that tax laws are always subject to change. You should consult with your personal tax advisor before taking a distribution from the Plan.

Your Pre-Tax Contributions and Roth Contributions will be added to your Plan account each payroll period. Limits apply to the amount you may contribute to the Plan as Pre-Tax Contributions and Roth Contributions each year, as explained below. You can change your salary deferral agreement elections for future contributions at any time during the calendar year, and as many times as you want, by following the process established by the Plan Administrator. Any change will be effective as of the first payroll period after the new election is received and processed.

Automatic Enrollment

In general, if you are a Basic Employee (as described above), you will be automatically enrolled in the Plan to make Pre-Tax Contributions at the rate of 2% of Compensation if you do not affirmatively elect to make Pre-Tax Contributions on your own or if you do not affirmatively elect to not participate in the Plan. You will have 31 days from your hire date to make this election.

Note: Union employees that are not Basic Employees will not be automatically enrolled in the Plan and must make affirmative elections to make Pre-Tax Contributions and Roth Contributions. The union employees who are currently considered Basic Employees include: (1) Drexel Police Association, and (2) Local 1776KS, United Food and Commercial Workers – EFCW.

If you become automatically enrolled, you may elect to stop making future Pre-Tax Contributions at any time, increase or decrease your Pre-Tax Contributions and elect to contribute all or a portion of your future Pre-Tax Contributions as Roth Contributions.

Rehires: If you terminate employment and are rehired within 90 days of your termination date, your deferral percentage will be reinstated at the rate that was in effect as of your termination date. If you are rehired as a Basic Employee more than 90 days after your termination, you will be automatically enrolled in the Plan as if you are a new hire.

Age 50 Catch-up Contributions

If you will be at least age 50 by the end of a calendar year, you will be eligible to make Catch-up Contributions (on a before-tax basis, a Roth after-tax basis or a combination of before-tax and Roth after-tax) to the Plan over and above the IRS limit on Pre-Tax Contributions and Roth Contributions for the year. You must, however, make the maximum salary deferral contributions to the Plan for the year to be eligible to make Catch-up Contributions. The IRS maximum for the year is described in the section of this SPD entitled “Annual Limit on Salary Reduction Contributions.” You are not required to make Catch-up Contributions.

If you are eligible to make Catch-up Contributions for 2025, you will be able to contribute an additional \$7,500 of your Compensation to the Plan. The limit may be adjusted thereafter from time to time for cost-of-living increases.

If you are eligible to make Catch-up Contributions during 2025, you may be able to contribute up to \$31,000 to the Plan – \$23,500 in combined Pre-Tax Contributions and Roth Contributions and an additional \$7,500 in Catch-up Contributions.

Age 60-63 “Super” Catch-up Contributions

If you will be at least age 60, 61, 62, or 63 by the end of a calendar year, you will be eligible to make Age 60-63 “Super” Catch-up Contributions (on a before-tax basis, a Roth after-tax basis or a combination of before-tax and Roth after-tax) to the Plan over and above the IRS limit on Pre-Tax Contributions and Roth Contributions for the year. You must, however, make the maximum salary deferral contributions to the Plan for the year to be eligible to make Catch-up Contributions. The IRS maximum for the year is described in the section of this SPD entitled “Annual Limit on Salary Reduction Contributions,” below. You are not required to make Catch-up Contributions.

Note: If you will reach age 64 or older by the end of a calendar year, the maximum amount of Catch-up Contributions that you will be able to make for a Plan Year will revert to the limit permitted for the Plan Year for Age 50 Catch-up Contributions.

If you are eligible to make Super Catch-up Contributions for 2025, you will be able to contribute an additional \$11,250 of your Compensation to the Plan. The limit may be adjusted thereafter from time to time for cost-of-living increases.

If you are eligible to make Super Catch-up Contributions during 2025, you may be able to contribute up to \$34,750 to the Plan – \$23,500 in combined Pre-Tax Contributions and Roth Contributions and an additional \$11,250 in Super Catch-up Contributions.

Employer Contributions

Basic Employees (as described in Section III) are generally eligible to receive two different kinds of Employer Contributions to the Plan: Matching Contributions and Basic Contributions.

Together, the Basic Contribution and Matching Contribution are referred to as “Employer Contributions” in this SPD.

Please note that the Plan has been amended to suspend all Employer Contributions to the Plan, effective January 1, 2025. This means that after this date, the University will not make any Basic Contributions or Matching Contributions to the Plan on your behalf.

You may continue to make Pre-Tax Contributions and Roth Contributions to the Plan under the regular terms of the Plan. You will retain a 100% vested and non-forfeitable interest in your account. Your account will continue to be maintained, and you can continue to make Pre-Tax Contribution and Roth Contributions, direct investments and obtain loans and in-

service withdrawals in accordance with Plan terms. You may change your election to make Pre-Tax Contributions and Roth Contributions by accessing your TIAA account through the single sign on in DrexelOne. You will be notified if the University determines to reinstate Employer Contributions in the Plan.

The rules described below with respect to Employer Contributions will apply only to the extent Employer Contributions are reinstated.

Eligibility for Employer Contributions. In order to receive Employer Contributions under the Plan, you must make Pre-Tax Contributions and/or Roth Contributions to the Plan.

Although all Basic Employees who are contributing to the Plan are eligible for Employer Contributions, the criteria for if and when you receive an allocation of those contributions depends on your employment classification by the University.

If you are classified by the University as a full-time or part-time employee, Employer Contributions will be calculated and allocated to you on a payroll period basis. There are no annual allocation requirements for this group.

If you are classified by the University as a temporary, co-op, casual, per diem employee, or an adjunct (including any temporary, co-op, casual, per diem employee, or adjunct who is represented by Local 1776), Employer Contributions will not be calculated and allocated to you on a payroll period basis. Instead, you will receive Employer Contributions as soon as administratively practicable after the close of the Plan Year if certain allocation requirements are met. You must have completed at least 1,000 hours of service during the Plan Year (service with the University and any affiliate of the University counts for this purpose) and be actively employed by the University or any other affiliate of the University that participates in the Plan as an Eligible Employee on the last day of the Plan Year in order to receive Employer Contributions for that Plan Year. If you do not meet these requirements, you will not receive Employer Contributions for the Plan Year.

For this purpose, an “hour of service” means each hour for which you are paid or entitled to payment for your performance of duties for the University during the Plan Year and each hour (up to 501 hours) for which you are paid or entitled to payment by the University for periods of time during which no duties are performed due to your vacation, holiday, illness, incapacity (including disability), layoff, jury duty, or leave of absence.

Amount of Employer Contributions. If you are eligible to receive Employer Contributions (and you meet the allocation requirements described above, if applicable to you), Employer Contributions will be made in the following amounts:

- The Matching Contribution is equal to 100% of your combined Pre-Tax Contributions and Roth Contributions (but not Catch-up Contributions) to a maximum of 6% of your Compensation.
- The Basic Contribution will only be made if you are making Pre-Tax and/or Roth Contributions of at least 1% of Compensation. The amount of the Basic

Contribution depends on your age. If you are under age 50, you will receive a Basic Contribution of 3% of Compensation. After you reach age 50, you will receive a Basic Contribution of 5% of Compensation.

Only Compensation paid to you while you are a Basic Employee will be taken into account in calculating Employer Contributions.

Note: If Employer Contributions are made to you on a payroll period basis, at the end of each Plan Year, the University will “true-up” the amount of its Basic Contributions and Matching Contributions at the end of each Plan Year to ensure that all employees’ full Pre-Tax Contributions and Roth Contributions for the Plan Year are being taken into account in determining Employer Contributions for the Plan Year. You must make Pre-Tax Contributions and/or Roth Contributions equal to at least 1% of your Compensation for the Plan Year to be eligible to receive a “true up” Basic Contribution for that Plan Year.

Rollovers and Plan-to-Plan Transfers

You may roll over an account from another employer’s retirement plan or from an individual retirement account (“IRA”) to the Plan under certain circumstances. In addition, you may make a plan-to-plan transfer from another section 403(b) retirement plan. The Funding Agent or Human Resources Department can explain the process and direct you to the necessary forms to accomplish a rollover or plan-to-plan transfer. These contributions will be separately accounted for under the Plan.

Long-Term Disability – Monthly Pension Supplement Contribution

As indicated above, the Plan has been amended to suspend all Employer Contributions to the Plan, effective January 1, 2025. This means that after this date, the University will not make any Basic Contributions or Matching Contributions to the Plan on your behalf. In addition, any monthly pension supplement contributions payable under the long-term disability (“LTD”) policy with Lincoln Life Assurance Company of Boston (“Lincoln”) will also cease. The rules described below with respect to monthly pension supplement contributions will apply only with respect to monthly pension supplement contributions made under LTD policies with vendors **other** than Lincoln, until such time as Employer Contributions are reinstated.

In lieu of any Basic Contributions and Matching Contributions otherwise payable under the Plan, a monthly pension supplement contribution may be made on your behalf if you are a Basic Employee who is determined to be (1) permanently and totally disabled (as defined in section 22(e)(3) of the Code), (2) eligible for benefits under the University’s long-term disability (“LTD”) policy, and (3) entitled to continuing monthly pension supplement contributions to the Plan under the University’s LTD policy. Please email LOA@drexel.edu if you have any questions about your eligibility for benefits under the University’s LTD policy.

Any monthly pension supplement contribution will continue until the earliest of:

1. The date you are no longer permanently and totally disabled;
2. The date you cease to be eligible to participate in the Plan;

3. The date of your death;
4. The end of the “Maximum Benefit Period” outlined under the LTD policy;
5. The date you voluntarily elect to receive benefits under the Plan; or
6. Such other date as required under the LTD policy.

The monthly pension supplement contribution provided under this paragraph is paid by the insurer of the University’s LTD policy, pursuant to the terms and conditions of that policy.

The monthly pension supplement contribution will equal the Matching Contribution and the Basic Contribution to which you would be entitled if not for your disability.

Contributions Following Periods of Qualified Military Service

If you return to employment with the University following a period of Qualified Military Service, you will be permitted to make additional Pre-Tax Contributions and Roth Contributions and, if you are eligible, Catch-up Contributions, up to the amount you would have been permitted to contribute if you had continued to be employed and received Compensation during your period of Qualified Military Service. If you decide to “make up” Pre-Tax Contributions and Roth Contributions following your return to the University, if eligible, the University will make Matching Contributions on such Pre-Tax Contributions and Roth Contributions as if they had been made during your period of Qualified Military Service. If eligible, the University will also make Basic Contributions that would have been required during your period of Qualified Military Service upon your return to employment with the University.

If you choose to make these additional Pre-Tax Contributions and Roth Contributions and, if applicable, Catch-up Contributions, you must do so during the period beginning on the date you return to employment and ending on the date that follows the beginning date by the lesser of: (1) three times the length of your Qualified Military Service or (2) five years.

Annual Limit on Employee Contributions

Under federal tax law, your total Pre-Tax Contributions and Roth Contributions for any Plan Year may not exceed the limit on salary reduction contributions. The current annual limit on combined Pre-Tax Contributions and Roth Contributions (other than Catch-up Contributions) for 2025 is \$23,500, and it may be adjusted by the IRS periodically for cost-of-living increases.

If your Pre-Tax Contributions and Roth Contributions under the Plan, plus your pre-tax contributions (and Roth contributions, if applicable) under any other 403(b) plan, 401(k) plan or SEP exceed the dollar limit for any calendar year, you will have made excess salary reduction contributions. These excess contributions will either be distributed to you with earnings or be re-characterized as Catch-up Contributions (provided you are eligible to make Catch-up Contributions) no later than April 15 of the year following the year in which excess contributions were made. If you contribute more than the allowable limit, the excess (including any earnings) is included in your gross income in the year contributed and may be subject to further tax in the year of distribution.

Annual Limit on Total Contributions

There is also a limit on the total amount that can be added to your account balance in any one Plan Year. For 2025, the overall contribution limit is the lesser of: (1) \$70,000 (as periodically increased) or (2) 100% of your taxable Compensation, and is applicable to Employer Contributions, forfeitures and any Pre-Tax Contributions and Roth Contributions (except Catch-up Contributions) allocated for any Plan Year under the Plan. If this limit is exceeded, excess contributions result. The University will take the appropriate action that is necessary to correct any excess contributions. In addition, if you own a trade or business or are self-employed and maintain a qualified retirement plan with respect to such income, contributions under those plans may affect the maximum contributions permitted under the Plan, and federal law limits the total amount of contributions and benefits you may receive under all such plans. The University may place limits on the amount of contributions that you can make or receive under the Plan to ensure the limits are satisfied.

Plan Discrimination Testing

The IRS requires the Plan to pass certain discrimination tests that are designed to assure a fair mix of participation and contributions among employees at all income levels. Depending on the outcome of the testing, it may be necessary to reduce the Employer Contributions of certain higher paid employees. If this happens, the University will take the required actions to meet the testing requirements and you will be notified if you are impacted.

V. VESTING

You always have a nonforfeitable or 100% “vested” right to your Pre-Tax Contributions, Roth Contributions, Catch-up Contributions, Rollover Contributions, Matching Contributions and Basic Contributions under the Plan.

VI. INVESTMENT OF YOUR ACCOUNT

The Plan features a wide range of investment alternatives with different objectives, risks and potentials for gain. The availability of these alternatives allows you to create an investment program that is right for you.

Before deciding to invest your contributions in one or more of the available investment funds, you should read the prospectus for that fund. Except in the case of a fixed annuity investment option, there is no guarantee that the stated investment goals of any of the investment funds will be realized. You can obtain detailed information (including a prospectus) about each of the investment funds by contacting the Funding Agent. The University has the right to add or remove investment funds from the Plan at any time. You will be notified in advance of any change to the Plan’s investment lineup.

When you enroll in the Plan, you choose how your contributions will be invested. You may direct that your contributions be invested among any or all of the investment funds offered under the Plan. You may change your investment election with respect to future contributions and transfer existing funds from one investment option to another as determined by the Funding Agent, by filing a new or transfer election with the Funding Agent in such manner and

at such time in advance as prescribed by the Funding Agent. Any transfer will be subject to such further limitations and restrictions imposed by the Plan Administrator or the Funding Agent.

If you do not direct the investment of your contributions, such contributions will be invested in the default investment fund selected by the Plan Administrator. For information on the Plan's default investment fund, contact the Funding Agent.

The Plan is intended to comply with section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and accompanying regulations. This means that the Plan permits participants to direct the investment of their Plan accounts. As long as the Plan complies with the requirements of section 404(c) of ERISA, you will have responsibility for deciding how your Plan account is invested and the parties that otherwise would be responsible for making investment decisions (the "fiduciaries" of the Plan) will not be liable for any losses that result directly from your investment instructions.

To comply with section 404(c) of ERISA, the Plan must permit participants to choose from a broad range of investment alternatives and must provide participants with certain information about the investment alternatives and the operation of the Plan. In addition to the information included in this summary and in your enrollment package for the Plan, you may request the following information:

- a description of the annual operating expenses of each investment fund that reduce the rate of return for participants and beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the investment option;
- copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment funds to the extent that such information is provided to the Plan;
- a list of the assets comprising the portfolio of each investment fund which constitute Plan assets within the meaning of ERISA, and the value of each such asset;
- information concerning the value of shares or units in each investment fund, as well as the past and current investment performance of such investment fund, determined, net of expenses, on a reasonable and consistent basis; and
- information concerning the value of shares or units in investment funds held in your Plan account.

The Plan Administrator is the named fiduciary responsible for providing this information. To request any of this information, contact the Funding Agent.

VII. WITHDRAWALS DURING EMPLOYMENT

Withdrawals of Rollover Contributions and Roth Rollover Contributions

Rollover Contributions and Roth Rollover Contributions (and earnings on both) can be

withdrawn from the Plan at any time and for any reason.

Hardship Withdrawals

You may be eligible to withdraw up to the full amount of Pre-Tax Contributions (including earnings) and Roth Contributions (including earnings) in your account prior to your termination of employment with the University if you have an immediate and heavy financial need (a “hardship”). If you take a hardship withdrawal prior to your attainment of age 59½, you may be subject to a 10% excise tax on the amount of the withdrawal.

The circumstances that give rise to a “hardship” will be defined by the Funding Agent, based on the following circumstances or any other circumstances or events that are permitted by the Code or prescribed by the Secretary of the Treasury or its delegate:

- Expenses for unreimbursed medical care described in section 213(d) of the Code for you, your spouse, your dependents or primary designated beneficiary under the Plan;
- Costs directly related to the purchase of your principal residence, excluding mortgage payments;
- Payment of tuition and related educational fees for the next 12 months of post-secondary education for you, your spouse, your dependents or your primary designated beneficiary under the Plan;
- The need to make payments to prevent the foreclosure of a mortgage on, or your eviction from, your primary residence;
- Payments for burial or funeral expenses for the Participant’s deceased parent, spouse, child, dependents or primary designated beneficiary under the Plan;
- Expenses for the repair of damage to the Participant’s principal residence that would qualify for the casualty deduction under section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income or results from a federally declared disaster); or
- Expenses and losses that you incur as a result of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that your principal place of employment or residence is in the area declared a disaster by FEMA.

The amount you withdraw may not exceed the amount necessary to satisfy your hardship, but may include amounts necessary to pay federal, state and local taxes or penalties resulting from the withdrawal. In addition, you must first take any other distributions (other than hardship distributions) that are available from the Plan and all other plans maintained by the University. You must certify that you have insufficient cash or other liquid assets to satisfy your financial need.

If you are married when you request your hardship withdrawal, your spouse must consent to the withdrawal within the 180-day period prior to the date on which your withdrawal is made. Spousal consent must be given in the manner prescribed by the University and must be witnessed by a Plan representative or a notary public. The spousal consent requirement may be

waived if the consent cannot be obtained because there is no spouse, because the spouse cannot be located or because of certain other circumstances prescribed by applicable regulations.

If you would like to make a withdrawal, contact the Funding Agent for more details about the availability, amount and conditions of withdrawal. Hardship withdrawals will be distributed in the form of a lump sum payment.

Age 59½ Withdrawals

You may be eligible to withdraw amounts in your account prior to your termination of employment with the University if you have reached age 59½. Subject to spousal consent and the requirements described above as applicable to hardship withdrawals, the Funding Agent will pay the requested in-service withdrawal in a lump sum or in any other form permitted by the funding vehicle.

Qualified Reservist Distributions

You may be able to withdraw all or any portion of your Pre-Tax Contributions and Roth Contributions (and earnings on both) if: (1) you are ordered or called to active duty after September 11, 2001, (2) you are (by reason of being a member of a reserve component) ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (3) the distribution is made during the period beginning on the date of the order or call and ending at the close of your active-duty period. Subject to spousal consent and the requirements described above as applicable to hardship withdrawals, the Funding Agent will pay the requested in-service withdrawal in a lump sum or in any other form permitted by the funding vehicle.

Active-Duty Military Distributions

You may be able to withdraw all or any portion of your Pre-Tax Contributions, Roth Contributions, Matching Contributions and Basic Contributions (and earnings on all) if you perform service in the uniformed services (as defined in section 414(u)(12)(B) of the Code) on active duty for a period of more than 30 days. You will be deemed to have a severance from employment solely for purposes of eligibility for distribution. Please note, however, that the Plan will not distribute such amount unless you specifically elect to receive the distribution.

If you do elect to receive a distribution on account of this deemed severance, then you may not make Pre-Tax Contributions and Roth Contributions to the Plan during the six-month period beginning on the date of the distribution.

If you would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a qualified reservist distribution described above), then the other Plan provision will control and the six-month suspension will not apply.

Subject to spousal consent and the requirements described above as applicable to hardship withdrawals, the Funding Agent will pay the requested in-service withdrawal in a lump sum or in any other form permitted by the funding vehicle.

Disability Withdrawals

You may be able to withdraw all or a portion of your account under the Plan if you are eligible for benefits under the University's LTD policy.

Subject to spousal consent and the requirements described above as applicable to hardship withdrawals, the Funding Agent will pay the requested in-service withdrawal in a lump sum or in any other form permitted by the funding vehicle.

Employee and Employer Contributions Following In-Service Withdrawals

Except with respect to the six-month suspension period that may apply to active-duty military distributions described above, you will continue to be able to make Pre-Tax Contributions and Roth Contributions following an in-service withdrawal from the Plan (as well as be eligible for Matching Contributions and Basic Contributions to the extent you are considered a Basic Employee with respect to any Plan Year, or portion of a Plan Year, that Matching Contributions and Basic Contributions would otherwise be made under the Plan on your behalf).

VIII. LOANS

Application

The Plan permits you to borrow money from your account. You may apply for a loan by contacting the Funding Agent directly. The Funding Agency may have specific terms and conditions in connection with providing the loan.

Terms of Your Loan

- Upon approval of your loan application, you may borrow a minimum of \$1,000 and a maximum \$50,000. However, the \$50,000 limit is reduced by your highest loan balance outstanding during the one-year period preceding the date the loan is made. Loans that you have made under any other plan maintained by the University will be aggregated with loans under the Plan in determining whether or not the above limitation has been exceeded.
- You may have only three loans outstanding from the Plan at any given time.
- Generally, the term of the loan may not exceed five years. If, however, the loan is used to purchase your principal residence, the term of the loan may be up to 10 years. The loan will bear a reasonable variable rate of interest that may increase or decrease, as determined by the Funding Agent.
- Loan repayments must be made directly to the Funding Agent.
- The Funding Agent may charge a loan processing fee, as well as an annual loan administration fee.

Default

The Funding Agent has rules concerning when your loan is in default. Upon default, the loan will become immediately due and payable in full. If you do not repay the loan when it becomes due and payable (including any cure period permitted by the Funding Agent), the balance of the loan (including accrued interest) will be deducted from your account as of the earliest date your account can be distributed to you. Amounts due and payable at the time of your death will be deducted from your account prior to distribution to your beneficiary.

The “cure period” is the additional period of time you may have to make a loan repayment, after the date it would otherwise be due. The maximum permitted cure period is the last day of the calendar quarter following the quarter in which the loan repayment is due, however, the Funding Agent may impose a shorter period depending on the situation.

In addition, if you default on and fail to repay your loan, your outstanding loan balance, including accrued interest, may be treated as a taxable distribution from the Plan and may be subject to a 10% excise tax on the amount of the loan. Contact the Funding Agent for more information concerning when a loan is in default.

Spousal Consent

If you are married when you request your loan, your spouse must consent to the loan within the 180-day period prior to the date on which your loan is made. Spousal consent must be given in the manner prescribed by the University and must be witnessed by a Plan representative or a notary public. The University may waive spousal consent under certain limited circumstances.

IX. PAYMENT OF YOUR ACCOUNT

Retirement or Other Termination

When you terminate all employment with the University or retire from all service with the University, you may elect to receive a distribution of your account under the Plan. The timing and form of distribution of your account under the Plan will be governed by the terms of the funding vehicles in which your account is invested.

Form of Benefit

You may elect to receive your benefit in any form offered by the Funding Agent and permissible under the terms of the funding vehicles in which your account is invested.

- Life Annuity. If the Funding Agent offers a life annuity and you elect to receive payment in the form of a life annuity, or if the investment option in which all or a portion of your account is invested so requires, the following joint and survivor annuity rules will apply:
 - Automatic Form of Annuity Payment. If you are unmarried when payments in the form of a life annuity begin, your account will be paid in equal monthly installments for your life (that is, in the form of a “single life annuity”). No

payments will be made to your beneficiaries, heirs or estate after your death.

If you are married when payment begins, your account will be paid as a “qualified joint and survivor annuity” or “QJSA.” A QJSA provides equal monthly installments for you during your life and, if your spouse lives longer than you, to your spouse during your spouse’s life. The monthly benefit payable to your spouse upon your death is equal to at least 50% but not more than 100% of the monthly installment paid to you during your lifetime. The survivor benefit paid to your spouse will be 50% unless otherwise provided by the terms of the contract with the Funding Agent with which your account is invested.

- Optional Forms of Annuity Payment. If you are unmarried, or if you are married and your spouse consents, you may elect to receive your account in one of the optional forms of payment available to you through the Funding Agent, such as a joint life annuity providing a 100%, 75%, 66-2/3% or 50% survivor benefit. If you are married, your spouse’s consent to your election must be in writing and must be witnessed by a notary public. You do not need to obtain spousal consent if you establish that your spouse cannot be located or you furnish a court order establishing that you are legally separated or have been abandoned.
- Lump Sum. If permitted by the Funding Agent, you may elect to receive payment in the form of a single lump sum distribution.
- Optional Forms of Distributions. The Funding Agent may offer various optional forms of benefit payments (such as installment payments and fixed-period annuities). Contact the Funding Agent to determine which options are available. If one of the options allows you to select a beneficiary and you are married, your beneficiary generally must be your spouse, unless your spouse consents, in writing notarized by a notary public, to the designation of another beneficiary or your spouse cannot be located, or you have a court order stating that you are legally separated or have been abandoned. If you are not married, you may designate any individual as your beneficiary. A beneficiary designation, or a change to such designation, must be made on-line or on a form provided by the Funding Agent.

Required Minimum Distributions (“RMDs”)

The Plan must begin to pay your account to you (excluding the portion of your account attributable to Roth Contributions) no later than April 1 of the calendar year following the later of (a) the calendar year in which you reach your “applicable age” or (b) the calendar year in which you terminate employment with the University. This is commonly referred to as your “required beginning date.” For this purpose, your “applicable age” means:

- age 70½ if you attained age 70½ prior to January 1, 2020;
- age 72 if you attained age 70½ after December 31, 2019 and age 72 prior to January 1, 2023;
- age 73 if you attain age 72 after December 31, 2022 and age 74 prior to January 1, 2033; and

- age 75 if you attain age 74 after December 31, 2032.

Note: it is your responsibility to ensure that your RMDs start on a timely basis. If they are late, an excise tax of up to 25% may apply to any late required distributions.

Please contact TIAA for the most current information regarding the RMDs you might be required to take from the Plan (or the RMDs your beneficiary might be required to take from the Plan).

You can receive more information about TIAA by writing to: TIAA, P.O. Box 1259, Charlotte, NC 28201 or by calling 1-800-842-2252. Visit TIAA on the Internet at <http://www.tiaa.org>.

Automatic Cash-out Distribution

Subject to the terms of the funding vehicle (including any *de minimis* required by the funding vehicle), if the value of your benefit is \$7,000 or less (excluding the portion of your account attributable to Rollover Contributions), your account will be automatically rolled over to an individual retirement account ("IRA") selected by the Plan Administrator, unless you make an affirmative election to receive your account in cash or to roll it over to another employer's plan or an IRA of your own selection. The automatic rollover IRA will be invested in a fund designed to preserve principal and provide a reasonable rate of return and liquidity. You will be responsible for paying all fees and expenses assessed against your automatic rollover IRA. For more information on the automatic rollover IRA and the fees and expenses associated with the IRA, contact the Funding Agent. The Funding Agent processes all automatic cash-out distributions for the Plan at the same time once each year.

Payment of Your Account Upon Death After Payment Commencement

If your death occurs after payment of your account has begun, any death benefit payable thereafter will be determined by the form of payment in effect prior to your death. Of course, if payment was made to you as a lump sum, no further benefits are payable on your behalf from the Plan.

Payment of Your Account Upon Death Prior to Payment Commencement

Please contact TIAA for the most current information regarding the RMDs you might be required to take from the Plan (or the RMDs your beneficiary might be required to take from the Plan).

You can receive more information about TIAA by writing to: TIAA, P.O. Box 1259, Charlotte, NC 28201 or by calling 1-800-842-2252. Visit TIAA on the Internet at <http://www.tiaa.org>.

(A) Participant With No Surviving Spouse

If you have no spouse when you die, the death benefit will be paid to the beneficiary you have designated to receive death benefits. The death benefit will be paid in the form of a lump sum distribution unless either you or your beneficiary elects another form of payment available through the Funding Agent. Payment of the death benefit will begin on the date elected by your

beneficiary. However, benefits must be paid no later than: (1) December 31 of the year containing the 10th anniversary of your death, if payment is to be made in a lump sum, or (2) December 31 of the year following the year of your death, if payment is to be made over the life or life expectancy of your beneficiary.

(B) *Participant With Surviving Spouse*

(i) Participant Not Subject to Joint and Survivor Annuity Rules. If you have a spouse when you die and at your death you are not subject to the joint and survivor annuity rules described above, the death benefit will be paid to your surviving spouse unless you have elected an alternate beneficiary with your spouse's written consent, witnessed by a notary public.

- Non-Spouse Beneficiary. If you have named an alternate beneficiary with your spouse's consent, the death benefit will be paid as described in the paragraph above for a participant with no surviving spouse.
- Spouse Beneficiary. If your spouse is your beneficiary, the death benefit may be paid: (1) as a life annuity for your spouse (see the section of this SPD entitled "Participant Subject to Joint and Survivor Annuity Rules," below), (2) as elected by your spouse, in any form of payment available through the investment option in which your account is invested, or (3) as a lump sum. Payment of the death benefit will begin on the date elected by your spouse, but no later than: (1) December 31 of the year containing the 10th anniversary of your death, if payment is to be made in a lump sum, or (2) the date you would have reached your "applicable age" (as defined in the section of this SPD entitled "Required Minimum Distributions," above), if payment is to be made over the life or life expectancy of your spouse.

(ii) Participant Subject to Joint and Survivor Annuity Rules. If you have a spouse when you die and you are subject to the joint and survivor annuity rules described above, the death benefit will be paid to your surviving spouse in the form of an annuity for your spouse's life, unless your spouse elects an alternate form of payment. Payments will begin on the date chosen by your spouse, but no later than the date described in the paragraph entitled "Spouse Beneficiary," above. Alternatively, you may elect to do the following:

- 50% Death Benefit to Spouse. Without your spouse's consent, you may elect to have 50% of your account paid to your spouse at your death in the form and manner described in this section and the remaining 50% paid to the beneficiary you designate in the form and manner described for non-spouse beneficiaries of participants not subject to the joint and survivor annuity rules.
- Waiver of Spouse's Annuity. You may elect, at any time on or after January 1 of the year of your 35th birthday, to waive the spouse's annuity and have your account paid to the beneficiary you designate, instead, or have your account paid to your spouse in a form other than a life annuity. (If you terminate your employment with the University prior to age 35, you may also make this election beginning on the date you terminate employment.) Your waiver of

the spouse's annuity will only be effective if your spouse consents, in writing, to the waiver and to the beneficiary you have designated, in the presence of a notary public. You may revoke your waiver of the spouse's annuity at any time prior to your death by notifying the Funding Agent in writing.

(C) Payments After Your Death

If your benefit is not payable to an individual (for example, it is payable to your estate), it must be paid by the December 31 of the year containing the fifth anniversary of your death.

After your death, distributions must generally be completed by the end of the 10th calendar year following the year of your death, even if distributions had already begun at the time of your death. However, payments may be made over the life expectancy of your beneficiary if your beneficiary is (1) your surviving spouse, (2) a disabled individual (as defined in section 72(m)(7) of the Code), (3) a chronically ill individual (as defined in section 7702B(c)(2) of the Code, subject to certain exceptions), (3) a beneficiary who is no more than 10 years younger than you are, or (4) your child who has not reached the age of majority (as defined in section 401(a)(9)(F) of the Code).

(D) Payments Subject to Terms of Funding Vehicles

The rules described above for the payment of your account upon your death prior to payment commencement are subject to the rules of the particular funding vehicle or vehicles in which your account is invested. The timing and options for form of payment of your account upon your death will be governed by the terms of the funding vehicles in which your account is invested at the time of your death and the requirements of the Funding Agent.

(E) Failure to Designate a Beneficiary

If you are married at the time of your death and you failed to make a valid beneficiary designation, your beneficiary will automatically be your spouse. If you are not married at the time of your death and you failed to make a valid beneficiary designation, your account balance will be payable to your estate.

Direct Rollovers

If you're entitled to receive a distribution from your account that is an eligible rollover distribution under the Code (generally, a lump sum distribution), you may transfer all or a portion of it either directly, or within 60 days after your receipt, to the trustee of an eligible retirement plan. For this purpose, an "eligible retirement plan" includes an IRA under section 408(a) or 408(b) of the Code, a Roth IRA under section 408A(b) of the Code, a qualified annuity plan under section 403(a) of the Code, a qualified annuity contract purchased by a tax exempt organization under section 403(b) of the Code, a qualified retirement plan under section 401(a) of the Code, or a plan maintained by a state or local governmental entity under section 457(b) of the Code, if those plans accept rollovers. However, your Roth Contribution account can only be rolled over to a Roth IRA or another employer's plan that has a Roth contribution feature.

Special tax withholding rules apply to any portion of an eligible rollover distribution that is not rolled over directly to an eligible retirement plan. See the section of this SPD entitled “Tax Withholding,” below.

If your surviving spouse is entitled to an eligible rollover distribution from the Plan, they have the same rollover rights that you do under the Plan. If your non-spouse beneficiary is entitled to an eligible rollover distribution from the Plan, they may only directly roll over such amounts to a traditional or Roth IRA.

X. NON-ASSIGNMENT OF BENEFITS

Federal law provides that you may not borrow against the value of your account as collateral for a loan or assign your rights under the Plan as collateral for a loan or for any other purpose. However, all or a portion of your account may be assigned under a qualified domestic relations order (*i.e.*, a court order entered in connection with a divorce or support proceeding), sometimes referred to as a “QDRO,” to a spouse, former spouse, child or other dependent to satisfy a legal obligation you have to that person. You may obtain a copy, free of charge, of the Plan’s procedures relating to QDROs from the Funding Agent. In addition, your benefit may be used to satisfy a tax lien or offset amounts that certain judgments or settlement agreements require you to pay to the Plan. Compliance under a judgment for a crime involving the Plan will not be considered a violation of these anti-alienation rules.

XI. LOSS, REDUCTION OR SUSPENSION OF BENEFITS

Under certain circumstances, your benefits may be lost, reduced or suspended. These circumstances include the following:

- All or a portion of your benefits are directed to be paid to your spouse, former spouse or child pursuant to a QDRO or are subject to a federal tax levy under section 6331 of the Code.
- You do not provide the University with your most recent address and the University cannot locate you. (For more information on missing participants, see Section XIII of this SPD.)
- You fail to make proper application for benefits or fail to provide necessary information.
- The value of your account decreases due to investment losses.
- Under the joint and survivor annuity or an annuity that guarantees a certain period of payment, your benefits will be reduced to permit payments to your beneficiary after your death.
- The value of your account is reduced as a result of reasonable Plan expenses not paid by the University.
- Benefits may be reduced or lost due to limitations under the Code, the imposition of income, penalty, excise taxes or a tax lien, or a judgment or settlement agreement that requires you to make payments to the Plan.

- If you or your beneficiary are unable to manage your financial affairs, or if your beneficiary is a minor, the Plan may pay your benefits to a court-appointed guardian or other representative who is legally authorized to conduct your or your beneficiary's financial affairs.
- If you don't make a timely claim for benefits or a timely appeal of a denied claim (more information about the Plan's claims and appeals procedure is under Section XVIII of this SPD), you lose any right to possible entitlement to those benefits.

XII. OVERPAYMENTS

Subject to certain limits imposed by applicable law on the recovery of overpayments, the Plan reserves the right to recover any overpayment made to you or your beneficiary, whether by reason of administrative error or for any other reason. The Plan's right to recover overpayments exists regardless of the error, event or other circumstances giving rise to the overpayment and is not conditioned upon or mitigated by the behavior of any involved party. The person receiving the overpayment is not permitted to raise reliance, estoppel or other legal or equitable defenses in response to any action by the Plan to recover an overpayment. The Plan's right to recovery is an equitable lien by agreement, and the Plan Administrator may authorize any procedure that it deems in the best interest of the Plan to recover overpayments, regardless of whether the overpaid amounts remain in the possession of the person who received the overpayment, including, without limitation, suing to recover such amounts or deducting the amount of any overpayment from future payments.

XIII. MISSING PARTICIPANTS

The account of a participant or beneficiary under the Plan may be forfeited if the Plan Administrator is unable to locate the participant or beneficiary when payment is due. The Plan Administrator will conduct a reasonable and diligent search in accordance with applicable guidance to locate a participant or beneficiary prior to any forfeiture.

Any forfeiture will be restored without any earnings if a claim is made by the applicable party to whom the benefit is payable.

The determination of the Plan Administrator as to the identity of the proper payee of any benefit under the Plan and the amount of such benefit properly payable shall be conclusive, and payment in accordance with such determination shall constitute a complete discharge of all obligations on account of such benefit.

XIV. AMENDMENT OR TERMINATION OF THE PLAN

While it is expected that the Plan will continue indefinitely, the Board of Trustees (the "Board") of the University reserves the right to amend or terminate the Plan in whole or in part, or discontinue contributions to the Plan, at any time. The University, by action of its Board, may delegate any of its power and duties with respect to the Plan to one or more officers or employees of the University or to a committee of individuals. The Board of Trustees has delegated certain amendment authority to the President and Senior Vice Presidents of the University. If the Plan is terminated, distribution will be made in accordance with the benefit

provisions of the Funding Agent. No amendment to the Plan will reduce the amount of benefits you have accrued to date or divest you of any entitlement to a benefit.

XV. TERMINATION INSURANCE

The Plan is a defined contribution plan, and, as such, is not required to purchase plan termination insurance. Therefore, benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation. The retirement benefit you receive will depend on how long you work for the University or its affiliates, the amount you contribute to the Plan and the amount contributed on your behalf, the amount of your earnings and the investment performance of your accounts, and the applicability of joint and survivor annuity rules.

XVI. CYBERSECURITY PROVISION

It is critical that you take steps to ensure the security of your Plan account to reduce the risk of fraud and loss. This includes, among other things, using a strong and unique password (such as avoiding dictionary words and letters and numbers in sequence, using both letters and numbers and special characters, changing your password regularly, not using repeated or reused passwords from other sites, etc.), enabling two-factor authentication to verify that you are the one accessing your account, monitoring your account—including your online account—and Plan communications (including mailings to your home from the Fund Sponsor) for transactions that you did not authorize, keeping your contact information and communication preferences up to date to ensure that you receive all Plan notices, being careful when using free Wi-Fi networks that impose security risks, and being aware of phishing attacks that attempt to trick you into sharing your passwords, account numbers and sensitive information. Many security features that are available require you to opt into the feature. To understand the security features that are available to you, and to make sure that you have elected all of the security features you wish, please contact the Fund Sponsor.

The determination of the Plan Administrator as to the identity of the proper payee of any benefit under the Plan and the amount of such benefit properly payable shall be conclusive, and payment in accordance with such determination shall constitute a complete discharge of all obligations on account of such benefit.

XVII. TAX INFORMATION

Taxation

Except with respect to Roth Contributions, which are taxed when contributed to the Plan, you will not have to pay Federal taxes on the money contributed to the Plan on your behalf until you receive your benefit from the Plan.

For Federal income tax purposes, the benefit payments you receive from the Plan are considered taxable income to you for the years in which you receive them. However, Roth Contributions are always distributed tax-free, and earnings on your Roth Contributions are distributed tax-free as long as certain requirements are met.

Also, if you receive a payment from the Plan before you reach age 59½, an additional 10% tax

is imposed unless you meet one of the limited exceptions to this rule (*e.g.*, an exception exists for payments made after age 55 if you have terminated your employment).

Because tax consequences of distributions vary depending on factors such as age, marital status, and other income, you are urged to consult with a professional tax advisor to determine how to treat any Plan distribution for tax purposes.

Tax Withholding

If you receive an eligible rollover distribution from the Plan instead of having it transferred directly to an eligible retirement plan (as described in the section entitled “Direct Rollovers,” above), federal law requires the automatic withholding of 20% of the taxable portion of the distribution as federal income taxes. Even if you intend to roll the distribution over into an eligible retirement plan within 60 days, you are still required to have tax withheld on such a distribution.

If you roll over your eligible rollover distribution to a Roth IRA, the taxable portion of your distribution is subject to federal income tax in the year in which the rollover is made. You are solely responsible for the income tax withholding and reporting requirements on rollovers to Roth IRAs, although you may enter into a voluntary tax withholding agreement with the Funding Agent prior to a distribution.

If you will receive a distribution that is not an eligible rollover distribution, you may elect whether to have federal income tax withheld. You will receive a tax withholding election form prior to the distribution date. If you elect to have tax withheld from a distribution upon termination of employment, by law the withheld amount will be calculated according to schedules published by the IRS. In certain cases, the amount withheld may not cover the actual tax due.

Tax Information on Distributions

You will receive IRS Form 1099-R providing you with tax filing information for all amounts paid to you from the Plan. The form will be sent to you by the January 31 following the year in which a payment was made. As required by law, a copy of the form will be forwarded to the IRS.

XVIII. BENEFIT CLAIMS PROCEDURES

Application for Benefits

Payment of your account to you, your spouse, or other beneficiary will generally not begin until a written application is received by the Funding Agent using the prescribed forms. Copies of the required forms may be obtained from the Funding Agent. Benefits under the Plan will be paid only if the Plan Administrator determines, in its sole discretion, that you are entitled to them.

Claims Procedure

The Plan Administrator will advise you of your benefits under the Plan. If you believe that the Plan Administrator has failed to advise you or to pay any benefit to which you are entitled, you may file a written claim with the Plan Administrator. The Plan Administrator will respond to your claim within a reasonable amount of time. If you are denied a claim for benefits, in whole or in part, the Plan Administrator will provide you written or electronic notice of the denial within 90 days of the date your claim is received by the Plan Administrator unless special circumstances require an extension of time for processing. In that case, a decision will be rendered as soon as possible, but not later than 180 days after receipt of your claim, and you will be notified of the reason for the delay within the original 90-day period. If your claim for benefits is denied, the Plan Administrator will provide you with written or electronic notice setting forth in simple terms:

1. The specific reason or reasons for the denial;
2. Reference to the specific Plan provisions on which the denial is based;
3. A description of any additional material or information needed so that a benefit may be paid and an explanation of why such material or information is necessary; and
4. An explanation of the claims review procedure under the Plan and the time limits applicable to the claims review procedure, including a statement of your right to bring civil action under section 502(a) of Employee Retirement Income Security Act of 1974, as amended ("ERISA") following denial of your claim under the claims review procedure.

You will also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

If you receive a notice denying a claim, you or your duly authorized representative may request (in writing) a full review of the claim by the Plan Administrator within 60 days of your receipt of such notice. The Plan Administrator may extend the 60-day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate.

In connection with the review of your claim, you or your duly authorized representative may review pertinent documents and may submit issues and comments in writing. The Plan Administrator will make a decision within 60 days after receipt of the request for review, unless special circumstances (such as the need to hold a hearing, if appropriate) require an extension of time for processing. In that case, a decision will be rendered as soon as possible, but not later than 120 days after receipt of the request for review. The decision on review will include a written or electronic statement that will include:

1. The specific reason or reasons for the denial;
2. Specific reference to the Plan provisions on which the denial is based;
3. A description of your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant

to your claim for benefits; and

4. A statement of your right to bring a civil action under section 502(a) of ERISA.

The Plan Administrator's decision on review will be final and binding on all parties. If your claim is denied by the Plan Administrator, you may not bring a civil action in court more than two years following the date of the Plan Administrator's decision on review of your claim.

XIX. OTHER FACTS YOU SHOULD KNOW

The Plan is based on current federal tax laws and IRS regulations. If, however, it is determined that the Plan does not comply with these laws or regulations or if these laws or regulations change in the future, the Plan may have to be revised appropriately.

Name of Plan: Drexel University Defined Contribution Retirement Plan

Type of Plan: Defined contribution tax-sheltered 403(b) annuity plan

Employer/Plan Sponsor: Drexel University
3141 Chestnut Street
Philadelphia, PA 19104
215-895-2850

Employer Identification Number: 23-1352630

Plan Number: 103

Funding Agent: Teachers Insurance and Annuity Association
730 Third Avenue
New York, NY 10017

Type of Administration: The Plan is administered by the University. The University is responsible for the Plan's management and operations.

Funding Medium: Benefits under the Plan are provided under, and administered through, annuity contracts and custodial accounts with the Funding Agent.

Cost of the Plan: Benefits under the Plan are provided through both Employee Contributions (Pre-Tax Contributions and Roth Contributions) and Employer Contributions (Matching Contributions and Basic Contributions).

Plan Administrator: The Plan Administrator is the University. The Plan Administrator will be the ultimate judge of the application and interpretation of the Plan and will have the discretionary authority to construe the provisions of the Plan, to resolve disputed issues of fact, and to make determinations regarding eligibility for benefits. The decisions of the Plan Administrator in all matters relating to the Plan (including, but not limited to, eligibility for benefits, Plan interpretations, and disputed issues of fact) will be final and binding on all parties

and will not be overturned by a court of law. The Plan Administrator may designate in writing other persons to carry out duties under the Plan.

No person may bring an action against the Plan Administrator in a court of law unless the claims appeal procedures described herein have been exhausted and a final determination is made by the Plan Administrator. If you, your dependent, your beneficiary, or another interested person challenges the Plan Administrator's decision, a review by a court of law will be limited to the facts, evidence and issues presented to the Plan Administrator during the procedure set forth above. Facts and evidence that become known to you, your dependent, your beneficiary, or another interested person after having exhausted the appeals procedure will be brought to the Plan Administrator's attention for reconsideration of the appeal in accordance with the applicable time limits. Except as otherwise provided in the previous sentence, issues not raised with the Plan Administrator during the initial appeal will be deemed waived. You may not file a suit against the Plan more than two years after denial of your claim for benefits.

For more information about the Plan and its terms, conditions and interpretations including eligibility, participation, contributions or other aspects of operating the Plan, contact the Plan Administrator at the following address and telephone number:

Drexel University
Human Resources Office
3201 Arch Street, Suite 430
Philadelphia, PA 19104
215-895-2850

Legal Service: Service of legal process may be made upon the University, or the Plan Administrator, as identified above.

Plan Year: The Plan and all of its records are kept on the basis of a plan year beginning on January 1 and ending on December 31.

XX. YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protection under ERISA. ERISA gives all Plan participants the right to:

Receive Information about the Plan and Plan Benefits

- Examine, without charge, at the office of the Plan Administrator and at other specified locations, such as your personnel office, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor ("DOL") and available at the Public Disclosure Room of the Employee Benefits Security Administration ("EBSA").
- Obtain copies of documents governing the Plan, copies of the latest annual report (Form 5500 series) and an updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make 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 each year.
- Receive an individual benefit statement at least once every calendar quarter. Your statement will provide the total value of your Plan account, including any contributions made during the quarter and investment earnings or losses. The Plan Administrator is required to provide you with an explanation of any limitations or restrictions on your right under the Plan to direct the investment of your account.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the Plan's operation. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your best interest and the best interest of other Plan participants and beneficiaries. However, please note the limitation on fiduciary liability described in section VI above. 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 benefit or from exercising your rights under ERISA.

Enforcement of Your Rights

If your claim for benefits 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 your rights. For example, if you request materials from the Plan and do not receive them within 30 days, you may choose to file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If your request for benefits is denied or ignored, in whole or in part, you may choose to file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in state or federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, or if you have any questions about this statement or about your rights under ERISA you may seek assistance from the nearest area office of the DOL, or you may choose to 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, 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 statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office

of the EBSA by checking your telephone directory. You may also contact the Washington D.C. office of the EBSA by calling 202-219-8776 or writing to:

United States Department of Labor
Employee Benefits Security
Administration 200 Constitution Avenue,
N.W. Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the toll free hotline of the EBSA at 1-866-275-7922 or visiting EBSA's Website at <http://www.dol.gov/ebsa> or <http://www.askebsa.dol.gov>.

This summary plan description highlights the main provisions of the Plan but is subject to the terms of the legal Plan document. Where this description and the official Plan document vary in the description of the Plan, the Plan document is the final authority.

The description of your retirement benefits is not an employment contract or any type of employment guarantee.

APPENDIX A
COLLECTIVE BARGAINING UNITS ELIGIBLE FOR
EMPLOYER CONTRIBUTIONS

*Collective Bargaining Units **Included** in the definition of Basic Employee*

- Drexel Police Association, Philadelphia, PA
- United Food and Commercial Workers - UFCW Local 1776KS

*Collective Bargaining Units **Not Included** in the definition of Basic Employee*

- Teamsters Union Local No. 115 – Residential Life – RDCs
- Teamsters Union Local No. 115 – Maintenance Employees
- Teamsters Union Local No. 115 – Custodial Employees
- International Union of Operating Engineers Local Union No. 835