



**San Jose State University Research Foundation
Defined Contribution Retirement Plan (RA)**

Summary Plan Description

Plan Year 2010

TABLE OF CONTENTS

	PAGE
INTRODUCTION	1
PART I: ADMINISTRATION INFORMATION AND RIGHTS UNDER ERISA	2
1. What is the official name of the Plan?	2
2. Who is the Employer and Plan sponsor?	2
3. What is the Employer's federal employer identification number?	2
4. What is the Plan number?	2
5. What type of plan is this?.....	2
6. When did the Plan become effective?.....	2
7. What is the Plan Year?.....	2
8. Who is responsible for the day-to-day operations of the Plan?	2
9. If I need to take legal action with respect to the Plan, who is the agent for service of legal process?	3
10. If the Plan terminates, does the federal government insure my benefits under the Plan?.....	3
PART II: DEFINITIONS.....	4
PART III: ELIGIBILITY	6
11. Am I eligible to participate in the Plan?	6
12. What requirements do I have to meet before I am eligible to participate in the Plan?.....	6
13. When can I enter the Plan?	6
14. What happens to my Plan eligibility if I terminate my employment and am later rehired?	7
PART IV: CONTRIBUTIONS AND VESTING.....	8
15. Will the Research Foundation make contributions to the Plan?.....	8
16. If I have money in other retirement plans, may I combine those funds with my account under this Plan?	8

TABLE OF CONTENTS
(CONTINUED)

	PAGE
17. Are there any limits on how much can be contributed to the Plan for me?	8
18. Will contributions be made for me if I am called to military service?	9
19. Will I be able to keep my Employer Contributions if I terminate employment or am no longer eligible to participate in the Plan?	9
PART V: WITHDRAWING MONEY FROM THE PLAN (AND LOANS).....	10
20. When can I take a distribution from the Plan?.....	10
21. Can I withdraw money from the Plan if I have a financial hardship?	10
22. How do I request a payout?	11
23. If I am married, does my spouse have to approve my distributions from the Plan?.....	11
24. How will my money be distributed to me if I request a payout from the Plan?.....	12
25. Do any penalties or restrictions apply to my payouts?	12
26. Can I take a loan from the Plan?.....	12
27. When must a loan be repaid?	13
28. How do I apply for a loan?	13
29. What is the interest rate for my loan?	14
30. What if I don't repay my loan?.....	14
31. What if I die before receiving all of my money from the Plan?	15
32. How long can I leave the money in my Plan?	16
33. What if the Plan is terminated?.....	16
PART VI: INVESTING YOUR PLAN ACCOUNT	17
34. What investments are permitted?.....	17
35. Who is responsible for selecting the investments for my contributions under the Plan?.....	17

TABLE OF CONTENTS
(CONTINUED)

	PAGE
36. How frequently can I change my investment elections?	17
PART VII: PLAN ADMINISTRATION	18
37. What authority does the Plan Administrator have?	18
38. Who pays the expenses associated with operating the Plan?.....	18
39. Does the Employer have the right to change or terminate the Plan?	18
40. Does participation in the Plan provide any legal rights regarding my employment?.....	18
41. Can creditors or other individuals request a payout from my Plan balance?.....	18
PART VIII: CLAIMS FOR BENEFITS AND APPEALS OF DENIED CLAIMS.....	19
42. How do I request payment of benefits?	19
43. What if my claim is denied?	19
44. May I appeal the decision of the Plan Administrator?.....	20
PART IX: ERISA RIGHTS.....	22
45. What are my legal rights and protections with respect to the Plan?	22

INTRODUCTION

San Jose State University Research Foundation established the San Jose State University Research Foundation Defined Contribution Plan (the “Plan”) effective July 1, 1993. The Plan was amended and restated as of December 1, 2009 and subsequently amended effective January 1, 2010.

The purpose of the Plan is to provide retirement benefits for Eligible Employees. The Plan is a defined contribution plan subject to section 403(b) of the Internal Revenue Code of 1986, as amended (the “Code”). San Jose State University Research Foundation (the “Research Foundation “ or the “Employer”) makes contributions to an individual account under the Plan for each Eligible Employee. The funds in the account are invested as directed by the Participant. Earnings on investments accumulate on a tax-free basis until the account is distributed in accordance with the Plan. The benefit payable to a Participant on retirement or termination of employment is the balance of the account.

This Summary Plan Description (“SPD”) summarizes the important features of the Plan document as most recently restated and amended. The Plan document is the controlling legal document with respect to the operation of the Plan and your rights under the Plan. If there is any conflict between the provisions of this SPD and the Plan document, the terms of the Plan document – not this SPD - will govern.

Contributions to the Plan are invested either in annuity contracts or in mutual funds held in custodial accounts. The annuity contracts and custodial accounts are governed by Individual Agreements which contain rules about when you may access funds held in that investment. In some cases, the Individual Agreements may limit your options under the Plan. You should review the Individual Agreements along with this SPD to gain a full understanding of your rights and obligations under the Plan. Contact the Plan Administrator or the Vendor to obtain copies of the Individual Agreements or to receive more information regarding the investment options available under the Plan.

Certain terms have a special meaning when used in this SPD. Those terms are capitalized throughout this Plan summary and are defined in Part II, “Definitions.”

If you have questions about the information contained in this SPD, you should contact the Plan Administrator. You may also examine a copy of the Plan document by making arrangements with the Plan Administrator.

Part I: Administration Information And Rights Under ERISA

The following highlights of the Plan are required by the Employee Retirement Income Security Act of 1974 (“ERISA”).

1. What is the official name of the Plan?

San Jose State University Research Foundation Defined Contribution Plan.

2. Who is the Employer and Plan sponsor?

San Jose State University Research Foundation
210 N 4th Street, 4th Floor
San Jose, CA 95112-5569
Telephone: 408-924-7299

3. What is the Employer’s federal employer identification number?

94-6017638

4. What is the Plan number?

002.

5. What type of plan is this?

The Plan is a 403(b) defined contribution plan, which means that contributions to the Plan made on your behalf (and earnings) will be separately accounted for within the Plan.

6. When did the Plan become effective?

The Plan was originally effective July 1, 1993. Restatements of the Plan were effective January 1, 2002 and December 1, 2009, and the Plan was further amended effective January 1, 2010.

7. What is the Plan Year?

January 1 – December 31.

8. Who is responsible for the day-to-day operations of the Plan?

The Plan Administrator is responsible for the day-to-day administration of the Plan. The Employer is the Plan Administrator and may appoint other individuals, committees or entities to assist it with administrative functions.

9. If I need to take legal action with respect to the Plan, who is the agent for service of legal process?

San Jose State University Research Foundation
210 N 4th Street, 4th Floor
San Jose, CA 95112-5569

ATTN: 403 (b) Plan Administrator

10. If the Plan terminates, does the federal government insure my benefits under the Plan?

The Plan is not the type of plan insured by the Pension Benefit Guaranty Corporation, the government agency that insures certain pension plan benefits upon plan termination.

Part II: Definitions

Code – means the Internal Revenue Code of 1986, as amended.

Compensation – means all W-2 earnings from the Employer for a Plan Year, beginning with the date you enter the Plan. Compensation also includes amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) tax-sheltered annuity plan, a 457(b) deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive.

The following amounts are excluded from Compensation under the Plan:

- Bonuses
- Overtime pay

Compensation includes payments from your Employer within 2½ months after you sever your employment that are:

- Regular pay for services you performed prior to severance.
- Unused accrued sick, vacation or other leave that you are entitled to cash out.

Compensation excludes any payments of deferred compensation you receive after severance from employment.

The maximum amount of Compensation that will be taken into account under the Plan is \$245,000 (for 2010). This amount increases as the cost of living rises.

Disabled – means that a Participant cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months, as defined by the IRS

Eligible Employee – means an Employee who satisfies the eligibility requirements described in Part III of this SPD.

Employee - means an employee of San Jose State University Research Foundation.

Employer – means San Jose State University Research Foundation.

Employer Contributions – means contributions made to the Plan by the Employer for Participants who meet the eligibility requirements.

ERISA – means the Employee Retirement Income Security Act of 1974, as amended.

Individual Agreements – means the agreements between a Vendor and a Participant or the Employer that constitute or govern the annuity contracts and custodial accounts in which all contributions to the Plan are invested. The Individual Agreements explain the unique rules that apply to each Plan investment and may, in some cases, limit your options under the Plan, including your transfer and distribution rights.

Normal Retirement Age – means age 59½.

Participant – means an Employee who has satisfied the eligibility requirements and entered the Plan.

Plan – means the San Jose State University Research Foundation Defined Contribution Plan, as last restated effective December 1, 2009 and subsequently amended effective January 1, 2010, and as it may be further amended from time to time.

Plan Administrator – means the Employer. The Employer may appoint others to act on its behalf or to perform certain functions.

Plan Year – means the calendar year, January 1 through and including December 31.

Vendor – means the provider of an annuity contract or a custodial account holding mutual funds approved by the Employer for use under this Plan.

Part III: Eligibility

11. Am I eligible to participate in the Plan?

All benefitted employees who complete one year of service and complete at least 1,000 hours within a calendar Plan year, and/or all “Faculty Overload” appointments which have completed at least 500 hours within a Plan year are eligible to participate in the Plan.

The following employee classifications are EXCLUDED from participation in this Plan:

- Students enrolled and attending classes offered by SJSU or another institute of higher education;
- Non resident aliens with no source of US income;
- An employee of an affiliated employer who has not adopted the plan;
- Leased employee; an independent contractor;
- An employee who normally works less than 20 hours per week;
- A seasonal or temporary employee; an employee who has not yet reached age 21;
- An employee who fails to work a minimum of 1,000 actual or credited hours in a calendar year.

12. What requirements do I have to meet before I am eligible to participate in the Plan?

You must be at least age 21 and must complete one full year of service during which he or she must complete at least 1,000 hours of service. Additionally, Faculty Overload appointments who work a minimum of 500 hours in a Plan year, and who meet the Plan eligibility requirements, are eligible to participate in the Plan.

13. When can I enter the Plan?

You will enter the Plan and be eligible to receive Employer Contributions on the first day of the month following the date that you meet the age and service requirements described above. The employee is then eligible to receive Employer contributions on the first day of the month following completion of one full year of service. An employee, to initiate contributions, must complete an enrollment application.

14. What happens to my Plan eligibility if I terminate my employment and am later rehired?

Once you satisfy the eligibility requirements and enter the Plan, you will continue to participate in the Plan while you are still employed by the Research Foundation, even if

you have an approved break in eligibility service – for example, due to an approved leave of absence. A break in service occurs when you do not work more than 500 hours in a 12-month computation period.

If you have a break in service – for example, if you terminate employment or go on approved leave -- before meeting the eligibility requirements for the Plan, periods before your break in service will not be taken into account and you will have to satisfy the eligibility requirements after you return to employment. In certain cases of absence due to pregnancy, child birth or an adoption, you may be credited with enough hours of service to avoid a break in service for one plan year.

If you met the eligibility requirements and became a Participant in the Plan before your break in service and you are later rehired, you will enter the Plan immediately upon rehire. If you were not a Participant before the break in service, and are later rehired, you will need to again satisfy the Plan's eligibility requirements.

Part IV: Contributions And Vesting

15. Will the Research Foundation make contributions to the Plan?

The Research Foundation makes Employer Contributions to the Plan in accordance with Part I, each semi-monthly payroll period. The Research Foundation's contributions at present equal to seven (7) percent of the participant's gross compensation, as noted in Part II, Definitions. It should be noted that employer contributions, if any, are entirely at the discretion of the SJSU Research Foundation, and may be amended or even suspended or ended, as the Research Foundation deems appropriate.

16. If I have money in other retirement plans, may I combine those funds with my account under this Plan?

You may be able to roll over funds you have saved under other retirement plans into this Plan after you become eligible to participate in this Plan.

The Plan will accept amounts rolled over from another plan in which you participated ("Rollover Contributions") if the other plan is a:

- qualified retirement plan (*e.g.*, 401(k) plan, profit sharing plan, money purchase pension plan, target benefit plan);
- 403(b) tax-sheltered annuity plan;
- governmental 457(b) plan; or
- traditional IRA.

The Plan Administrator will provide you with the documents or other information you need to determine whether your prior plan balance is qualified to be rolled into this Plan.

Rollover Contributions are always 100 percent vested and nonforfeitable.

17. Are there any limits on how much can be contributed to the Plan for me?

The IRS Code imposes an annual limit on the total amount that may be contributed for you under all retirement plans sponsored by the Employer, including this Plan and the San Jose State University Research Foundation Tax Deferred Annuity Plan. Your total contributions may not exceed the *lesser* of: (i) the maximum dollar limit (\$49,000 for 2010) or (ii) 100% of your Compensation. The maximum dollar limit will be increased by the IRS as the cost of living increases.

18. Will contributions be made for me if I am called to military service?

If you are reemployed by the Employer after completing military service, you may be entitled to receive certain make-up contributions from the Employer in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

If you are reemployed after military service, contact your Plan Administrator for more information about your options under USERRA.

19. Will I be able to keep my Employer Contributions if I terminate employment or am no longer eligible to participate in the Plan?

Contributions that the Employer makes to the Plan on your behalf are fully vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan.

Part V: Withdrawing Money From The Plan (And Loans)

20. When can I take a distribution from the Plan?

You may request a distribution of Employer Contributions to the Plan in one of the following circumstances

- Termination of your employment with the Research Foundation;
- Attainment of age 59½ or older;
- Total and permanent disability as defined by the IRS;
- On Account of financial Hardship.

All distributions are subject to the restrictions in the Individual Agreements, as well as subject to state and federal tax provisions.

21. Can I withdraw money from the Plan if I have a financial hardship?

You may withdraw Employer Contributions that are invested in annuity contracts to satisfy a financial Hardship if you have no other available resources. All distributions are subject to the restrictions in the Individual Agreements, as well as subject to state and federal tax provisions.

The following events qualify as a Hardship distribution under the Plan:

- medical expenses for you, your spouse, your dependents, or your beneficiary;
- costs related to the purchase of your principal residence (excluding mortgage payments);
- tuition and education-related expenses for you, your spouse, your dependents, or your beneficiary;
- payments to prevent eviction from your principal residence;
- funeral expenses for you, your parent, spouse or your dependents, or your beneficiary;
- payments to repair your principal residence that would qualify for a casualty loss deduction.

The Employer may expand the list of events that qualify for a Hardship distribution as permitted by IRS guidance.

Before you take a Hardship distribution, you must take all other distributions and all nontaxable loans available to you under the Plan. If you are under age 59½, the amount you take out of the Plan as a Hardship distribution may be subject to a 10 percent penalty tax.

22. How do I request a Distribution of funds?

You must complete a Distribution request form provided or approved by the Plan Administrator or follow other procedures established by the Plan Administrator for processing distributions.

If you are taking a Hardship distribution, you must provide documents to verify that you have a hardship event that qualifies for a Plan distribution.

If you die, become Disabled, or reach age 59-1/2 and you qualify for and request a distribution, your distribution will begin as soon as administratively feasible after the date you (or your beneficiary in the case of your death) request a distribution.

If you terminate your employment and you qualify for and request a distribution, your distribution will begin as soon as administratively feasible after the date you (or your beneficiary in the case of your death) request a distribution.

Note: The Individual Agreements governing the investment options that you selected for your Plan contributions (described in Part II) may contain additional limits on when you can take a distribution, the form of distribution that may be available, and the procedure to request a distribution. Please review both the information in this Summary Plan Description and the terms of your annuity contracts or custodial agreements before requesting a distribution. Contact the Plan Administrator or the Vendor if you have questions regarding your distribution options.

23. If I am married, does my spouse have to approve my distributions from the Plan?

If you are married, you must get written consent from your spouse to take a distribution from the Plan in any form other than a qualified joint and survivor annuity. Your spouse's consent is also needed if you want to name someone other than your spouse as your beneficiary. The annuity would need to be structured to provide a benefit while you are both alive and then to provide a survivor benefit that is equal to 50 percent of the amount you received while you were both living. You can designate a different survivor percentage (for example, 75 percent) subject to certain limits under the qualified optional survivor annuity regulations. The Plan Administrator will provide you with more information regarding your annuity options when it comes time for you to make a decision. Follow the procedures established by the Plan Administrator to document your spouse's consent to waive the annuity and take the payment in some other form permitted by the Plan. Your spouse must also consent to any Plan loans that you request.

24. How will my money be distributed to me if I request a payout from the Plan?

If you obtain the proper consents, you may choose from the following options for your payout.

- Lump sum;
- Partial payments;
- Installment payments;
- Annuity contract (if assets are held in a custodial account) or converted to an income option (if your assets are invested in an annuity contract); or
- Rollover to another eligible retirement plan or an individual retirement arrangement (IRA).

The Individual Agreements governing the investment options that you select for your contributions may further restrict your payout options. Please review the annuity contracts or custodial agreements before requesting a distribution and contact the Employer or the investment Vendor if you have questions regarding your distribution options.

If your distribution is eligible to be rolled over, you may choose to have your distribution paid to another eligible retirement arrangement. Contact the Plan Administrator for information regarding rollover procedures.

25. Do any penalties or restrictions apply to my distribution payouts?

Generally, if you take a payout from the Plan before you are age 59½, your distribution may be subject to ordinary income tax and may also be subject to additional taxation.

If you receive a payout that is eligible to be rolled over but you instead choose to receive the funds directly additional taxes will be withheld and remitted to the IRS as a credit toward the taxes you will owe on the payout amount. If you do a direct rollover to another eligible retirement plan or an IRA, however, no taxes will be withheld.

Example: You request a \$10,000 payout from your Plan balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over directly, you will receive \$8,000 and \$2,000 will be remitted to the IRS.

26. Can I take a loan from the Plan?

Loans are permitted and are subject to any additional terms and restrictions in the Individual Agreements. Contact your Employer or the Vendor if you have questions regarding your loan options.

Please also note that, as with normal fund distributions, if you are married, a Waiver of Rights from your spouse is required in order to take a loan against your Plan funds.

Generally the minimum loan amount that you may take is \$1,000 and the maximum loan amount is \$50,000. The maximum amount you can borrow may be less, however, depending on two factors: (i) your account balance under the Plan, and (ii) whether you have taken other loans from any retirement plan sponsored by the Research Foundation within the last year

Your maximum on any one loan cannot be greater than 50 percent of your vested account balance or \$50,000, whichever is less. If you have had another loan within the last year, the \$50,000 maximum will be reduced by the highest outstanding loan balance in the 12 month period prior to the new loan.

If your loan is being taken from a TIAA-CREF Annuity, your maximum loan amount is further limited to the least of:

- 1) 45 percent of your combined TIAA and CREF accumulations attributable to participation under this Plan; or
- 2) 90 percent of your accumulations in the CREF and TIAA Real Estate accounts attributable to participation under this Plan for Retirement Loan (RL) loans; or
- 3) 90 percent of your TIAA Annuity accumulation attributable to participation under this Plan for a Group Supplemental Retirement Annuity (GSRA) loan.

If your loan is based on amounts invested in your TIAA-CREF mutual funds, you may not have more than three loans at any one time (from all plans of all employers).

If more than one employer contributed to your TIAA-CREF Annuities, you can only take loans based on the amount you accumulated under this Employer's plan. You should check with your other employers for the rules that apply to loans from the amounts you accumulated while working for the other employers.

27. When must a loan be repaid?

If your loan is used to purchase a primary residence, you must repay it within a ten year period. Other loans must be repaid within a five year period.

28. How do I apply for a loan?

To apply for a loan you must complete the loan application provided (or approved) by the Plan Administrator and pay any applicable loan fees.

The Plan Administrator will administer the loan program and will consider the vested portion of your account when reviewing your loan request.

29. What is the interest rate for my loan?

The interest rate for your loan will vary, as described below, depending upon how your retirement balance is invested. Please note that, in repaying your loan, you are paying your own account back, with interest.

- Group Supplemental Retirement Unit-Annuity (GSRA) contract (The employee tax deferral component) - The interest rate is variable and can increase or decrease every three months. The interest rate you pay initially will be the higher of (i) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or (ii) the interest rate credited before your annuity starting date, as stated in the applicable rate schedule, plus 1 percent. Thereafter, the rate may change quarterly, but only if the new rate differs from your current rate by at least ½ percent.
- Retirement Loan (RL) contract (the Defined Contribution component) - The interest rate you pay initially will be the higher of (i) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or (ii) the interest credited before your annuity starting date, as stated in the applicable rate schedule, plus 1 percent. Thereafter the rate will change annually, but only if the Moody's Corporate Bond Yield Average for the calendar month ending two months before the anniversary of your loan differs from your current rate by at least a half percent. If the latest average differs by less, your interest rate will remain the same for the next year.
- TIAA-CREF mutual funds - The interest rate for loans from TIAA-CREF mutual funds will be fixed for the term of the loan and will be equal to the Federal Reserve Board Bank prime loan rate plus 1 percent at the time of the loan origination.

30. What if I don't repay my loan?

You will be required to repay the loan amount (plus interest) to the Plan. If you default on the loan, you will be taxed on the amount of the outstanding loan balance and will be subject to a 10 percent penalty if you are under age 59½. In addition, the Plan has the right to foreclose its security interest in the portion of your vested account under the Plan that you pledged as security for the loan, when an event allowing a Plan distribution occurs. The following events will cause a loan default:

- Not repaying your loan as set forth in your loan agreement.
- Breaching any of your obligations under your loan agreement.
- Severing your employment (for loans from mutual funds in custodial accounts).

If your loan is defaulted, the Plan has the right to foreclose the security interest in your vested account balance pledged for repayment, when an event which triggers a distribution of your benefits occurs. In addition, the Plan Administrator will report the loan default to the IRS and the outstanding loan amount and accrued interest will be treated as a taxable distribution. If you are under age 59½, this could result in a 10 percent penalty on the taxable portion of the default.

If you default on a loan, your right to a future loan may be restricted. Further, the maximum amount that you can borrow from the Plan will be reduced by the amount in default (plus interest) until the defaulted amount can be deducted from your Plan accumulation.

31. What if I die before receiving all of my money from the Plan?

If you die before taking a distribution of your entire account balance from the Plan, the remaining balance will be paid to your designated beneficiary. To designate your beneficiary, you must follow the procedures established by the Plan Administrator. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. It is important to review your designation from time to time and update it if your circumstances change (e.g., a divorce, death of a named beneficiary).

If you do not name a beneficiary, 50 percent of your balance will be paid to your spouse and 50 percent will be paid to your estate. If you do not name a beneficiary and have no surviving spouse, your entire remaining balance in the Plan will be paid to your estate, unless a different alternative is provided in the Individual Agreement.

If your Plan balance is \$5,000 or less at the time of your death, your beneficiary will generally have the same options regarding the form of the distribution that are available to you as a Participant. If the balance is greater than \$5,000, your beneficiary may be required to take the payouts in the form of a life annuity, unless the annuity has been properly waived by you and your spouse during your lifetime. Your beneficiary may also have the option of rolling his or her distribution into an IRA. The Individual Agreements governing the investment options that you selected for your contributions may further restrict your beneficiary's options regarding the manner in which the accumulation will be distributed.

If you die after beginning age 70½ required distributions (described in the following question), your beneficiary must continue taking distributions from the plan at least annually. If you die before beginning age 70½ required distributions, your beneficiary may have the option of (i) taking annual payments beginning the year following your death (or the year you would have reached age 70½, if your spouse is your beneficiary), or (ii) delaying distribution to the beneficiary until the year containing the fifth anniversary of your death, provided the beneficiary takes the entire amount remaining during that fifth year.

32. How long can I leave the money in my Plan?

When you terminate employment with the Research Foundation, your balance will generally not be paid out of the Plan until you formally request a payout from the Plan Administrator by filling out and submitting Distributions forms

When you reach age 70½ you will generally need to begin taking a distribution each year based on your balance in the Plan. However, you can delay required distributions until you actually separate from service. You may also have the option to satisfy your required minimum distribution from the Plan by aggregating all your 403(b) plans and taking the required minimum distribution from any one or more of the individual 403(b) plans.

33. What if the Plan is terminated?

If the Plan is terminated, your entire account balance will be distributed from the Plan. To the extent your account is invested in an annuity contract, you will receive a distribution of the contract.

Part VI: Investing Your Plan Account

34. What investments are permitted?

The Employer (or someone appointed by the Employer) will select the Vendors and investment options that will be available under the Plan. The investment options will be limited to annuity contracts and mutual funds purchased through a custodial account. The list of approved investment options and Vendors may change from time to time as the Employer considers appropriate. The Employer may restrict the list of Vendors who may accept new contributions to the Plan. You should carefully review the Individual Agreements governing the annuity contracts and custodial accounts, the prospectus, and other available information before making investment decisions.

35. Who is responsible for selecting the investments for my contributions under the Plan?

You have the right to decide how your Plan balance will be invested. The Employer will establish administrative procedures that you must follow to select your investments. The Employer will designate a list of Vendors and investment options that you may select for new contributions to the Plan. You will have the ability to transfer your Plan balance among these vendors and investment options, to the extent permitted by the Individual Agreements. Contact the Plan Administrator if you are not certain whether a particular Vendor or investment option is permitted under the Plan. If you do not select investments for your Plan account, the Employer will determine how your account will be invested.

The Employer intends to operate this Plan in compliance with Section 404(c) of ERISA and Title 29, Section 2550.404c-1, of the Code of Federal Regulations. This means that the Employer, the Plan Administrator and others in charge of Plan administration will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

36. How frequently can I change my investment elections?

You may change your initial investment selections as frequently as permitted under the Individual Agreements.

Part VII: Plan Administration

37. What authority does the Plan Administrator have?

The Plan Administrator has the power, in its sole discretion, to administer and interpret the Plan and to determine all questions that may arise under the Plan, including the status and rights of Participants and others.

38. Who pays the expenses associated with operating the Plan?

All reasonable Plan administration expenses including those involved in retaining necessary professional assistance may be paid from the assets of the Plan, to the extent permitted by the Individual Agreements. These expenses may be allocated among you and all other Plan Participants or, for expenses directly related to you, charged against your account balance. Examples of expenses that may be directly related to you include fees and expenses related to processing distributions, loans, qualified domestic relations orders, and investment instructions. The Employer may, in its discretion, pay any or all of these expenses out of its own assets. For example, the Employer may pay Plan expenses for current employees, but may deduct the expenses of former employees directly from their accounts. The Employer will provide you with a summary of all Plan expenses and the method of payment of the expenses upon request.

39. Does the Employer have the right to change or terminate the Plan?

The Employer may amend the Plan from time to time to incorporate changes required by applicable law and regulations. The Employer also has the right to amend the Plan to add new features or to change or eliminate various provisions. The Employer also has the right to terminate the Plan. However, the Employer cannot amend or terminate the Plan to take away or reduce your presently vested benefits under the Plan.

40. Does participation in the Plan provide any legal rights regarding my employment?

The Plan does not provide any additional rights to employment with the Research Foundation or constitute a contract of employment.

41. Can creditors or other individuals request a payout from my Plan balance?

Creditors and others generally may not request a distribution from your Plan balance. One major exception to this rule is that the Plan Administrator may distribute or reallocate your benefits in response to a qualified domestic relations order. A qualified domestic relations order (“QDRO”) is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an ex-spouse or legally separated spouse. The Plan Administrator will review the order to ensure that it meets certain criteria before any money is paid from your account. You (or your beneficiary) may obtain, at no charge, a copy of the procedures the Plan Administrator will use for reviewing and qualifying domestic relations orders.

Part VIII: Claims for Benefits and Appeals of Denied Claims

42. How do I request payment of benefits?

To claim a benefit under the Plan, you must file a written request for a distribution with the Plan Administrator in the form required by the Administrator.

43. What if my claim is denied?

If your claim is denied, the Plan Administrator will provide you (or your beneficiary) with a written notice of the denial within 90 days of the date your claim was filed. This notice will give you the specific reasons for the denial, the specific provisions of the Plan upon which the denial is based, and an explanation of the procedures for appeal.

In the case of a claim for disability benefits, if the Plan Administrator is making a determination of whether you are Disabled, you will be notified of a denial of your claim within a reasonable amount of time, but not later than 45 days after the Plan receives your claim. The 45-day time period may be extended by the Plan for up to 30 days if the Plan Administrator determines that an extension is necessary due to matters beyond the control of the Plan. The Plan Administrator will notify you, before the end of the 45-day period, of the reason(s) for the extension and the date by which the Plan expects to make a decision regarding your claim.

If, before the end of the 30-day extension, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision regarding your claim for disability benefits cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that your Plan Administrator notifies you, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date as of which the Plan expects to make a decision. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

The Plan Administrator will provide you with written or electronic notification if your claim is denied. The notification will provide the following information:

- (i) The specific reason or reasons for the denial;
- (ii) Reference to the specific section of the Plan on which the denial is based;

- (iii) A description of any additional information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;
- (iv) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review;
- (v) In the case of a Plan providing disability benefits, if the Plan Administrator used an internal rule or guideline in denying your claim, either 1) the specific rule or guideline, or a statement that the rule or guideline was relied upon in denying your claim, and that 2) a copy of the rule or guideline will be provided free of charge to you upon request; and
- (vi) If the claim denial is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the denial, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

44. May I appeal the decision of the Plan Administrator?

You or your beneficiary will have 60 days from the date you receive the notice of claim denial in which to appeal the Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

However, in the case of a claim for disability benefits, if the Plan Administrator is deciding whether you are Disabled under the terms of the Plan, you will have 180 days following receipt of notification of a claim denial within which to appeal the Plan Administrator's decision.

You may submit written comments, documents, records, and other information relating to your claim to the Plan Administrator. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

If the claim is for disability benefits:

- (i) Your claim will be reviewed independent of your original claim and will be conducted by a named fiduciary of the Plan other than the individual who denied your original claim or any of his or her employees.

- (ii) In deciding an appeal of a claim denial that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- (iii) The Plan Administrator will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the claim denial was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her employees.
- (iv) You will be notified of the outcome of your appeal no later than 45 days after receipt of your request for the appeal, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension is required, written notice of the extension will be provided to you before the end of the initial 45-day period. The notice will identify the special circumstances requiring an extension and the date by which the Plan expects to make a decision regarding your claim.

The Plan Administrator will provide you with written or electronic notification of the final outcome of your claim. The notification will include:

- (i) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;
- (ii) A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA;
- (iii) If the Plan Administrator used an internal rule or guideline in denying your claim, either 1) the specific rule or guideline, or a statement that the rule or guideline was relied upon in denying your claim, and 2) that a copy of the rule or guideline will be provided free of charge to you upon request; and
- (iv) If the claim denial is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the denial, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

Part IX: ERISA Rights

45. What are my legal rights and protections with respect to the Plan?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following.

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office, all Plan documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon request to the Employer, copies of documents governing the operations of the Plan and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (SPD). The Plan Administrator may charge a reasonable fee for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of the Summary Annual Report.
4. Obtain at least once each calendar quarter, a statement of the total pension benefits accrued and the vested pension benefits. The Plan may require a written request for this statement, but it 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 your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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 may 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 file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Employer. If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree

with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Employer, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or 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.