

**CHAPMAN UNIVERSITY
DEFINED CONTRIBUTION RETIREMENT PLAN**

Summary Plan Description

This document is a summary of the provisions of Chapman University Defined Contribution Retirement Plan (the “Plan”) as in effect January 1, 2008. It therefore does not contain all the provisions of the Plan. If this summary says something different from or is inconsistent with the full statement of the Plan (called the “Plan Document”) the Plan Document governs and must be followed. Capitalized terms are defined in the Plan Document to the extent not defined in this summary. A copy of the Plan Document is available for inspection during regular business hours at the Plan Administrator's office. You may obtain a copy of the Plan by written request to the Plan Administrator. You may be charged a small fee to cover copying costs.

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I. BASIC PLAN INFORMATION

Plan Name and Number

The Plan's name is the Chapman University Defined Contribution Retirement Plan. The Plan number assigned to the Plan is 003.

Plan Sponsor

Chapman University
Attention: Human Resources Department
One University Drive, Orange, CA 92866
Phone: (714) 997-6686

Participating Employers

- Chapman Singapore Education Centre Pte. Ltd. (as of September 1, 2008)
- Brandman University (as of January 1, 2009)

Plan Administrator

Chapman University is the administrator of the Plan. The Plan Administrator may be contacted at the address and phone number listed above for the Plan Sponsor.

Plan Committee

The Plan Committee is a committee, the members of which are appointed by the Board of Trustees of Chapman University. The Plan Committee acts on behalf of the university. Interprets the Plan, and it may adopt rules and procedures to implement any Plan provisions. The Plan Committee also has the authority to take such other actions as it deems appropriate in administering the Plan. The Plan Committee may be contacted at the address and phone number listed above for the Plan Sponsor

Fund Sponsors

TIAA-CREF, Fidelity, MetLife

Service of Process

The Plan's agent for service of legal process is the Vice President of Human Resources for Chapman University at the address listed above for the Plan Sponsor. Legal process may also be served on the Fund Sponsors.

Type of Plan

A defined contribution retirement plan under Section 401(a) of the Internal Revenue Code.

Type of Funding

The Plan is funded by contributions from the University.

Type of Administration

The day-to-day operations of the Plan are administered by the Human Resources Department.

Plan Year

The 12-consecutive month period from January 1 to December 31.

II. OVERVIEW OF THE PLAN

This is a plan through which Chapman University and participating employers (collectively referred to as the “University” in this summary), as your employer, make specific or “defined” contributions on behalf of employees who participate in the Plan. No employee contribution is required. However, to the extent employees do make their own contributions to the University’s Tax Deferred Annuity Plan (the “TDA Plan”), the University makes matching contributions to this Plan based on a percentage of a Participant’s contribution to the TDA Plan. Please refer to the summary plan description for the TDA Plan for more information regarding contributions to that plan. All contributions are transferred to “Funding Vehicles” (such as deferred annuities or investment funds held in custodial accounts), which each Participant designates. A list of the current Funding Vehicles that are available under the Plan may be obtained from the Plan Administrator.

III. ELIGIBILITY REQUIREMENTS

Who is eligible to participate in the Plan?

The general rule is that you are eligible to participate in the Plan (an “Eligible Employee”) so long as you are an employee of the University scheduled to work at least 20 hours per week. There are exceptions to this general rule. You are not eligible if you are one of the following:

- (a) Leased Employee;
- (b) independent contractor;
- (c) Student Employee of the University;
- (d) volunteer;
- (e) faculty Employee in Payroll Codes 7, 11, 14, 15, 16 and 19;
- (f) interim Employee in Payroll Codes 21, 28, 33 and 43;
- (g) participant in the Pension Fund of the Christian Church; or
- (h) Employee included in a unit of Employees covered by a collective bargaining agreement between Employee representatives and the University, where there is evidence that retirement benefits were the subject of good faith bargaining (regardless of the result), unless the collective bargaining agreement provides for coverage under the Plan.

Please contact the Plan Administrator for further information regarding these exceptions to eligibility.

When does participation begin?

Generally, an Eligible Employee will become a Participant on the first day of the month following the earlier of: (a) completion of ninety (90) calendar days of Service with the University or, (b) in the case of an Employee who participated in a qualified retirement plan or 403(b) plan of a former non-profit employer and for whom an account is maintained by a current Fund Sponsor, the first day of the month following commencement of employment with the University. Note that if you would be an Eligible Employee except

that you are not scheduled to work at least 20 hours per week, you will become a Participant on the first day of the month following the earlier of your completion of a Year of Service or you become scheduled to work at least 20 hours a week. A “Year of Service” for eligibility means completion of at least 1,000 hours in a 12-consecutive month period beginning with the date you first complete an hour of service for the University. If you are eligible, the University will notify you of your right to participate in the Plan and when participation in the Plan commences.

In order to participate in the Plan, you must complete and return to the University all enrollment forms given to you. You will not begin to participate in the Plan until such forms are completed and returned. You may also elect to discontinue or waive participation in the Plan by completing an appropriate form. Your participation in the Plan continues during a paid leave of absence.

When does active participation in the Plan end?

Under the circumstances listed below, contributions to the Plan on your behalf will stop. Also, when you receive no pay due to a leave of absence or other reason, a corresponding matching contribution will not be made on your behalf during this time. However, your Account(s) will remain in the Plan, and you will continue to direct the investment of your Account(s) and share in the investment income, gains, expenses and losses of the Plan.

Participants are considered to be “active participants” in the Plan until the year within which a Participant (a) terminates employment with the University by early retirement, by normal retirement, by deferred retirement, by death, or by reason of total and permanent disability; (b) is no longer classified as an Eligible Employee (see above) above; or (c) leaves employment with the University for some other reason and, after such separation, incurs a Break in Service. “Break in Service” basically means a five consecutive one-year periods (beginning on the anniversary of the date the employee was first credited with an hour of service) during which the employee does not complete more than 500 Hours of Service. If active participation has ceased, but a Participant has not yet received a distribution of his or her Account Balance, the Participant will be considered an “inactive participant” in the Plan until all benefits have been distributed.

You will be considered an inactive Participant in the Plan for any period during which:

- You are on an authorized leave of absence without pay, or
- You receive no pay from the University for any other reason, or
- You no longer meet the definition of an “Eligible Employee.”

The Plan is not an employment contract. Nothing in the Plan or in this summary is to be interpreted as giving any person a right to remain an employee of the University, and nothing in the Plan or this summary affects the right of the University to terminate anyone's employment at any time, with or without cause.

IV. PLAN CONTRIBUTIONS

What contributions are made to the Plan?

Each month the University as the employer makes two types of contributions to the Plan (collectively called “University Contributions”): (1) a Basic University Contribution and (2) a Matching Contribution - if you choose to contribute to the TDA Plan, your contributions to that plan will be “matched” by an additional University contribution to this Plan.

Basic University Contribution

First the University will contribute to Fund Sponsors selected by Participants a Basic Contribution equal to three percent (3%) of the Participant’s Earnings. No Participant contribution is required for this Basic University Contribution.

Matching Contribution

Secondly, if you contribute to the TDA Plan, the University will make a Matching Contribution in a whole percentage between 1% and 6%, equal to one hundred percent (100%) of the next lowest whole percentage of your contribution (expressed as a percentage of Earnings) up to a maximum of six percent (6%) of Earnings as follows:

<i>Employee Contribution to the TDA Plan</i>	<i>Employer Matching Contribution Amount</i>
Less than 1%	None
1% - 1.99%	1%
2%-2.99%	2%
3%-3.99%	3%
4%-4.99%	4%
5%-5.99%	5%
6%	6%
Over 6% (up to maximum permitted under law)	6%

There are certain restrictions imposed by the Internal Revenue Code, which might affect these contributions as well.

Each Participant decides upon the allocation of contributions between Fund Sponsors and may change his or her allocation of future University Contributions to such Fund Sponsor(s) according to procedures established by the Plan Administrator, at any time during the Plan Year.

May rollover contributions be made to the Plan?

If you are a Participant, you may make rollover contributions to the Plan, subject to approval by the Plan Administrator. Rollover contributions are certain distributions from eligible retirement plans that are rolled over to the Plan within 60 days of their receipt by the Eligible Employee or, under this Plan, amounts which are directly transferred to this Plan from a qualified retirement plan. A qualified retirement plan is a qualified 401(a) plan, a 403(a) annuity plan or a 403(b) plan maintained by certain tax-exempt entities. You may invest rollover contributions in the same Funding Vehicles that are available for investment of University Contributions.

What contributions can be made following reemployment after qualified military service?

If you become absent from your job due to duty in the uniformed military service and then return to employment with the University, your period of qualified military service will not be considered a break in service and you will be able to resume participation in the Plan upon your return from qualified military service. You will be permitted to make additional contributions to the TDA Plan. The amount of these additional contributions cannot exceed the maximum amount you would have been permitted to contribute to the TDA Plan during the period of qualified military service had you actually been employed by the University during that period, and must also be made within a certain period of time following your reemployment. If you make additional contributions to the TDA Plan, you will also receive the associated Matching Contribution from the University under this Plan. Also, you are entitled to the Basic University Contribution that would have been made under the Plan, had you been employed with the University during the period of qualified military leave. You are not entitled to earnings on the Matching Contributions and Basic University Contributions that would have been allocated to you had these contributions been made during your period of qualified military service. Please contact the Plan Administrator for additional information.

What counts as “Earnings”?

The word "Earnings" means the following:

- Faculty Earnings: The salary stated in the academic year contract paid during the Plan Year.
- Earnings for all other categories of Employees: The basic annual compensation paid each Plan Year including basic salaries and wages including deferrals made under Sections 125, 403(b) and 132(f)(4) of the Code. “Earnings” does not include commissions, overtime, bonuses, stipends, allowances and differentials, lump sum payments in lieu of merit increases, lump sum severance payments or lump sum payments of accrued and unused vacation and sick leave paid at termination of employment, and University Contributions (Basic or Matching)

under the Plan or any other employee welfare agreement or plan, reimbursement of your incurred business expenses or other distributions for which you receive favorable tax benefits.

Earnings also do not include annual compensation in excess of \$245,000 for 2009 (or other annual maximum dollar limit set by federal law).

Will Participants receive statements of their Account(s)?

Every Fund Sponsor sends each Participant, for whom it holds an account a statement, summarizing the status of his or her Account(s) as of each December 31st. Statements are also provided at the end of the calendar quarter following the Participant's separation from service and following a written request from a Participant directly to the Fund Sponsor.

Are there limits on the amount of University Contributions that can be made to the Plan?

Anti-Discrimination Rules

In order to maintain its favorable tax qualification status, the Plan must meet certain requirements of the Internal Revenue Code, including rules designed to insure that the Plan does not impermissibly discriminate in favor of "highly compensated employees." The Internal Revenue Code specifically defines the term "highly compensated employee" and these rules are commonly called "non-discrimination rules." The Plan Administrator must review and test its Matching Contributions periodically to make sure that Matching Contributions meet all of the requirements of the Internal Revenue Code's "non-discrimination rules." If the Plan Administrator determines that the non-discrimination tests have not been met, the Plan Administrator is required under the Plan to adjust Matching Contributions until the tests are satisfied. These adjustments can affect the Matching Contributions of highly compensated employees. In certain specified circumstances, the University can also make additional contributions to rectify and/or ensure compliance with the non-discrimination rules. Finally, in certain other limited instances, the University may withdraw/adjust University Contributions.

IRS Contribution Limit

The Internal Revenue Code contains specific limits on the amount that may be contributed to a plan of this kind. If contributions exceed the amounts specified in the Internal Revenue Code, the Plan could become at risk of being disqualified. Therefore, the Plan requires compliance with Code limitations and authorizes the Plan Administrator to take whatever actions are necessary to comply with all applicable limits. Effective as of January 1, 2009, contributions on behalf of any one Participant (to all plans) may not be more than the lesser of \$49,000 (subject to cost of living adjustment) or 100% of his or her total compensation. To the extent contributions exceed this amount; any excess amount will generally be forfeited to the Plan.

These rules are very complicated and their violation by the Plan can have very serious consequences for the tax qualification of the Plan. This summary plan description does not set forth or explain all of these rules and you as a Participant are advised to contact the Plan Administrator and seek appropriate tax, legal and financial counsel if you have questions regarding these rules.

Top Heavy Plan

To ensure that the majority of benefits under the Plan are not being provided primarily to key employees of the University, a determination is made each Plan Year as to whether the Plan is "top-heavy." If the Plan is found to be a top-heavy plan in a given Plan Year, it must be meet a specific top-heavy vesting schedule and may require minimum contributions to "non-key employees." Contact the Plan Administrator for more information.

How are University Contributions invested?

Each Participant determines and directs how his /her University Contributions are invested. Each Participant selects, in accordance with procedures established by the Plan Administrator, the Funding Vehicles in which he or she wishes to invest and decides upon the allocation of contributions among such Funding Vehicles. Although it is solely up to the Plan Sponsor to choose the Funding Vehicles, each Participant alone is responsible for making investment decisions. For further information regarding Funding Vehicles offered under the Plan, and associated fees, please contact the Plan Administrator.

V. DISTRIBUTION OF PLAN BENEFITS

When can distributions from the Plan be made?

A Participant may receive a distribution from the Plan upon (1) early or normal retirement, (2) Disability, (3) death, or (4) other severance of employment. These distribution events are described below. Distributions prior to a severance from employment with the University, and loans from your Account(s) are not permitted.

Retirement Benefits

The Plan provides for a Normal Retirement Date and an Early Retirement Date. "Normal Retirement Date" means the last day of the month in which the Participant's 65th birthday occurs. "Early Retirement Date" means the first day of any month within the ten-year period immediately preceding a Participant's Normal Retirement Date. The Plan pays a retirement benefit of one hundred percent (100%) of a Participant's Account(s) in the case of a Participant who retires on his Norman Retirement Date. The Plan pays a benefit equal to a Participant's vested Account(s) to a Participant who retires on his or her Early Retirement Date. Vesting is explained below.

Disability Benefit

The Plan provides that if a Participant retires because of a Disability (as defined under the University' group long term disability plan), he or she is entitled to a benefit equal to one

hundred percent (100%) of his or her Account(s).

Death Benefit

The Plan provides for the payment of a death benefit equal to one hundred percent (100%) of the Participant's Account(s) to a beneficiary named under the Plan. Each Participant may designate a beneficiary or beneficiaries to receive benefits upon the Participant's death. However, the rights of any such named beneficiary are subject to all spousal rights under the Plan.

What spousal rights are provided under the Plan?

Federal law requires that benefits must be paid to you and your spouse in the form of a qualified joint and survivor annuity (or, in the case of an unmarried Participant, a life annuity), unless you, the Participant, have elected a different or "optional" form of benefit and your spouse, if any, has consented in writing to the election. Optional forms of distribution may be selected at any time prior to the Annuity Commencement Date. The University is required to provide to you information regarding this election.

A qualified joint and survivor annuity provides continuing income payments for the life of the Participant and for the life of the Participant's surviving spouse. The Plan also requires that, if a married Participant dies prior to retirement, benefits under the Plan must be paid to the Participant's surviving spouse in the form of an annuity for the life of the surviving spouse unless the Participant has elected otherwise and the spouse has consented to such election in writing.

How are benefits paid under the Plan?

The normal form of distribution for an unmarried Participant is a life annuity providing monthly payments for life. The normal form of distribution for a married Participant is a qualified joint and survivor annuity providing monthly benefits for the life of the Participant; and upon the Participant's death, 50% of the benefit must continue to be paid monthly to as spouse who was married to the Participant at the time benefit payments commenced.

There are several optional forms of benefits other than the normal form of distribution, including a survivor annuity of 75% of the Participant's monthly benefit, and a lump sum benefit, which a Participant may elect at any time before the date upon which annuity benefit payments begin (with a proper spousal consent). These options are complicated. Please contact the Plan Administrator for more information these options and seek appropriate tax, legal and financial counsel in determining whether to elect any of these options.

When do benefit payments begin?

Generally, you will begin receiving benefits no later than 60 days after the latest of certain events. However, if you are no longer working for the University, you must begin receiving payments once you have attained age 70½ (or in the case of your death, your beneficiary must begin receiving payments within certain periods, as required by the Internal Revenue Code). Failure to begin distributions may result in serious tax

penalties. More information regarding age 70½ or required death distributions is available from the Plan Administrator.

How do I request a distribution?

When you are ready to receive benefits, you must contact the sponsor of the Funding Vehicle(s) in which you have invested your contributions. You will have to complete a written application, which will be provided to you by the Fund Sponsor. In most cases, you will complete and sign this form, then forward it to the Plan Administrator for processing. You should check with the Fund Sponsor for any specific instructions on the particular distribution you are requesting.

Can distribution of benefits be delayed?

In general, as long as you continue to be employed by the university you may delay distribution of your Account(s) up to the later of your retirement or age 70½. Under these circumstances, you may continue to direct the investment of your Account(s) into the same Funding Vehicles that are available to active Participants.

If you decide to leave your Account(s) in the Plan and then later change your mind, you may elect a distribution at any time. Your Account(s) will be distributed as soon as administratively practicable after your completed distribution election form is received.

Does the Plan allow the rollover of benefits to another plan?

You can elect to have any portion of your distribution of benefits that is eligible for rollover to be paid directly to an eligible retirement plan. An "eligible retirement plan" means an individual retirement account or annuity (an "IRA"), a qualified 401(a) plan, a 403(a) annuity plan, a "403(b)" plan maintained by certain tax-exempt entities, a "457(b)" plan maintained by a governmental employer, or a Roth IRA. The Plan Administrator will provide you with more information regarding your rollover rights at the time that you receive a distribution from the Plan. Direct rollovers may also be elected for distributions to your surviving spouse, your spouse or former spouse entitled to a distribution under a qualified domestic relations order, and, effective January 1, 2010, your non-spouse beneficiary.

VI. VESTING AND ALIENATION OF BENEFITS

How do benefits become vested (non-forfeitable)?

A Participant who has a severance of employment for any reason other than Disability, death, or normal retirement, the value of his or her Account(s) is determined on any Valuation Date coincident with or immediately following his or her severance from employment in accordance with the following vesting schedule:

<i>Years of Service</i>	<i>Vested Percentage</i>
Less than 1 Year	0%
1 Year, but less than 2	25%
2 Years, but less than 3	50%
3 Years, but less than 4	75%
4 or more Years	100%

A “Year of Service” for vesting means completion of at least 1,000 hours in a 12-consecutive month period beginning with the date you first complete an hour of service for the University for the initial year of vesting, and then each Plan Year thereafter.

The non-vested portion of a Participant’s Account(s) is generally forfeited on the last day of the Plan Year in which a Participant receives the distribution of his or her Account(s) or, if earlier, the last day of the Plan Year in which he or she incurs a Break in Service. Forfeitures are applied to future University Contributions made by the University.

Special rules apply when a Participant incurs a Break in Service. Please contact the Plan Administrator for more information.

Can benefits be assigned to someone else?

The Plan as well as federal law provides that your interest in your Account(s), or your rights to any distribution from the Plan, cannot be assigned to anyone else. This means that you cannot voluntarily or involuntarily assign your Account(s) for the benefit of creditors, or to satisfy garnishments, attachments and similar procedures. You also cannot use your Account(s) as collateral for a loan. However, the creation, assignment or recognition of a right to all or part of your Plan benefit pursuant to a qualified domestic relations order (for example, in the case of a divorce) is not prohibited and is specifically provided for by the Internal Revenue Code. Participants and beneficiaries can obtain, without charge, a copy of the Plan's procedures governing qualified domestic relations order determinations from the Plan Administrator.

Can benefits be lost?

Your Plan benefits may be lost or substantially reduced if the value of any Account declines due to your Funding Vehicle selections and general market conditions

VII. PLAN ADMINISTRATION

Who is in charge of the Plan?

Chapman University is the Plan Administrator and operates through a Plan Committee, which may interpret the Plan, and adopt rules and procedures to implement any Plan provisions. The Plan Committee also has the authority to take such other actions as it deems appropriate in administering the Plan, including determinations on appeals of denials of initial claims for benefits. The Human Resources Department has been delegated the responsibility for the day-to-day operations of the Plan, including initial

determinations on claims for benefits. The University, as Plan Administrator, is the named fiduciary of the Plan and has the sole right to interpret and construe the Plan and has all necessary power and authority to act on behalf of the Plan and include but are not limited to the following:

What is the Plan's procedure for benefit claims?

You or your beneficiary (or the authorized representative of you or your beneficiary) may file a written claim for benefits under this Plan with the Human Resources at any time on a University claim form or such other form acceptable to the University. If your claim is denied to any extent by Human Resources, a written notification will be sent to you within 60 days. If your request for benefits is denied, you will be notified in writing of:

- The reason for the denial;
- The Plan provision on which the denial is based;
- A description of any information needed to change the decision to deny the claim and why it is needed; and
- An explanation of the Plan's review process and the time limits applicable to filing a request for review.

Within 60 days of receiving notice or learning of the denial of your claim, you may submit a written request for review to the Plan Committee. You may submit written comments, documents, records and any other information necessary to support your claim. You are entitled to review Plan documents and to have anyone you wish represent you. The Plan Administrator will generally respond with a decision within 60 days of receiving your request for review. If your request is denied, you will receive a written notice of the reason for the denial, reference to the Plan provision on which the denial is based and a statement informing you of your right to review the Plan documents relevant to your claim for benefits.

Note that you or a beneficiary generally cannot seek a judicial review of a denial of benefits, or bring any action in any court to enforce a claim for benefits, before you or a beneficiary file a claim for benefits and exhaust your rights to review as described above.

Please be aware that the decision of the University on any application for benefits shall be final and conclusive upon all persons if supported by substantial evidence in the records. It is therefore very important to include all the required elements in any request for review.

VIII. PLAN AMENDMENT AND TERMINATION

This summary describes the Plan as in effect on January 1, 2009. The Plan Sponsor expressly reserves the right to amend the Plan at any time and for any reason (in some cases, an amendment may be retroactive). In addition, the Plan Sponsor has the right to terminate the Plan or to discontinue further contributions to the Plan at any time and for any reason.

However, the Plan contains certain limitations upon amendment and termination. Specifically, no amendment may deprive a Participant or beneficiary of any benefit to which he or she is entitled under the Plan with respect to contributions previously made to the Plan except to the extent required to preserve the Plan's tax qualification. Moreover, each Participant who has three or more years of service may elect, according to procedures set forth in the Plan, to have the nonforfeitable percentage of his or her Account(s) determined without regard to an amendment that would have the effect of decreasing his or her nonforfeitable percentage.

Similarly, if the Plan is terminated in whole or in part, each Participant shall be one hundred percent (100%) vested in the value of his or her Account(s) and shall be entitled to receive amounts credited to his or her respective Account(s) in accordance with the Plan termination amendment. Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). The PBGC, a U.S. government agency, does not insure any defined contribution plans.

IX. RIGHTS AND PROTECTIONS

As a participant of the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine without charge at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including 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 (the "EBSA").

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

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

Obtain a statement telling you whether you have a right to receive a benefit at the Normal Retirement Date (age 65) and, if so, what your benefits would be at such date if you stopped working under the Plan now. For a defined contribution plan, such as this Plan, the applicable information is provided in the Account statements described in this summary above. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries,” have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the University or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have it right to know why this was done, to obtain copies of documents related to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance:

- if you request a copy of Plan documents or the latest annual report from the Plan Administrator 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 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.
- if you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.
- if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.
- if it should happen that Plan fiduciaries misuse the Plan's money, or if you should be 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 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 your Plan, you should contact the Plan Administrator. If you have any questions about this statement above or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, 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.