

**PACE UNIVERSITY DEFINED CONTRIBUTION RETIREMENT PLAN**  
**SUMMARY PLAN DESCRIPTION**

January 1, 2010

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# **PACE UNIVERSITY DEFINED CONTRIBUTION RETIREMENT PLAN**

## **SUMMARY PLAN DESCRIPTION**

### **INTRODUCTION TO YOUR PLAN**

Pace University (“University”) previously maintained two separate retirement plans – the Pace University Defined Contribution Retirement Plan and the Pace University Tax-Deferred Annuity Plan. The plans were designed to provide you with the opportunity to save for retirement on a tax-advantaged basis and to provide you with additional income for retirement. Effective as of January 1, 2010, the Tax-Deferred Annuity Plan was merged with and into the Defined Contribution Retirement Plan. The resulting (single) plan retains the same general features of the two previously separate plans and is called the Pace University Defined Contribution Plan (“Plan”). The Plan is a type of retirement plan commonly referred to as a 403(b) plan.

This Summary Plan Description (“SPD”) contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan. If you have any questions about the Plan or this SPD, please contact the University’s Human Resources Office.

This SPD describes the Plan’s benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the University’s Human Resources Office.

This SPD describes the current provisions of the Plan. The Plan is subject to federal laws, such as ERISA (the Employee Retirement Income Security Act), the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The University also may amend or terminate this Plan at any time. Terms of investment products you select may also affect the Plan. This SPD does not address the provisions of specific investment products.

## **ARTICLE I PARTICIPATION IN THE PLAN**

### **Am I eligible to participate in the Plan?**

If you are classified by the University as an “eligible employee”, you are eligible to participate in the Plan once you satisfy the Plan’s eligibility and enrollment conditions described in the next question.

Most University employees are considered eligible employees. However, if you are classified by the University as a member of a class of employees described below, you are not considered an eligible employee for any Plan purpose:

- employees who normally work less than 20 hours per week; and
- employees who are enrolled as students and regularly attend classes offered by the University.

In addition to those excluded for all purposes, if you are an employee who the University previously did not classify as an “employee” (such as independent contractors) but who is reclassified as an employee by a court or government agency, you are not an eligible employee for purposes of eligibility to participate in University contributions. Employees classified as “visiting faculty” also are ineligible to participate in University contributions.

### **When am I eligible to participate in the Plan?**

Provided that you are classified by the University as an eligible employee, you are eligible to enroll in the Plan on a voluntary basis and may make elective deferral contributions to the Plan beginning on your date of hire.

Provided that you are classified by the University as an employee eligible for University contributions, and actually enroll to participate in the Plan, you will be eligible to receive University contributions once you satisfy the applicable age, service and enrollment requirements.

You will satisfy the Plan’s age and service requirements on the earlier of: the attainment of age 21 and the completion of two Years of Service without an intervening Break in Service; or the attainment of age 26 and the completion of one Year of Service. You will satisfy the Plan’s enrollment requirement when you complete and return all required enrollment materials to the University’s Human Resources Office. No contributions of any kind will be made to the Plan on your behalf unless and until you complete and return the required enrollment materials.

An eligible employee must complete at least 1,000 Hours of Service during the relevant computation period to receive credit for one Year of Service. For this purpose, an eligible employee’s initial computation period is the 12-month period that begins on his or her first day of employment with the University. After the initial computation period, the Plan measures subsequent computation periods on a Plan year basis, beginning with the Plan year that includes the first anniversary of the employee’s employment commencement date.

Hours of Service generally include the hours for which you are paid or entitled to be paid by the University for the performance of services for the University. A Break in Service is a computation period during which you are credited with less than 501 Hours of Service.

For eligibility purposes only, an eligible employee shall receive credit for Years of Service completed in employment with any institution of higher education, or any institution exempt for tax pursuant to Internal Revenue Code Section 501(c)(3), to the extent that such

service was completed during the 36-month period immediately preceding the employee's employment commencement date with the University.

### **When does my participation begin?**

For voluntary contributions, you may enroll in the Plan and elect to make elective deferrals beginning on your date of hire. Elective deferrals are based on the salary reduction agreement you must complete to have such contributions made to the Plan.

If you are eligible, you will begin to receive University contributions beginning as of the first of the month following the date that you satisfy the Plan's age, service and enrollment requirements.

## **ARTICLE II CONTRIBUTIONS**

### **What kind of contributions may I make to the Plan and how do my contributions affect my taxes?**

If you enroll as a participant in the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis. The Plan refers to this as an "elective deferral." Your taxable income is reduced by your elective deferral contributions so you pay less federal income taxes. However, your elective deferrals are subject to Social Security taxes at the time of deferral. Later, when the Plan distributes the deferrals and earnings, you will pay income tax on those amounts. Federal income taxes on the pre-tax deferral contributions and earnings are only postponed. See "What are my tax consequences when I receive a distribution from the Plan?"

### **How much may I contribute to the Plan?**

Your total elective deferrals in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The basic elective deferral limit for 2010 is \$16,500. Participants who are at least age 50 may be able to defer up to an additional \$5,500 (in 2010) in the form of so-called "catch-up" elective deferrals. After 2010, the basic and "catch-up" elective deferral limits may increase for cost-of-living adjustments. If you have completed at least 15 years of service with the University, you also may be able to contribute up to an additional \$3,000 per year.

You should also be aware that the annual elective deferral limit is an aggregate limit which applies to all deferrals you may make under this Plan and any other 403(b) plans, simplified employee pensions, SIMPLE IRAs, or 401(k) plans in which you may be participating, including those of another employer. Generally, if your total deferrals under all of these arrangements for a calendar year exceed the annual elective deferral limit, then you must include the excess deferrals in your income for the year. If you make excess deferrals you should request in writing that the excess deferrals be returned to you. If you fail to request such a return, the excess deferrals may be included in your income (and taxed) a second time when the excess deferrals are ultimately distributed from the Plan.

You must decide which plan you would like to have return the amount of any excess deferral. If you decide that this Plan should distribute the excess, you should communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which you made the excess deferrals. However, if you contribute excess deferrals to this Plan or any other plan maintained by the University, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings thereon to you by April 15 of the year following the calendar year in which you made the excess deferrals.

**How do I make an election to defer?**

You must enter into a salary reduction agreement, which you can obtain from the University’s Human Resources Office. The salary reduction agreement may explain various election and deferral rules, including any minimum or maximum amount which you may defer. The salary reduction agreement also may explain the conditions for changing your deferral election or stopping deferrals altogether.

**Will the University contribute to the Plan?**

In addition to depositing your elective deferrals, the University makes matching contributions on behalf of eligible participants. A matching contribution is a contribution the University makes based on your date of hire and your elective deferrals.

University matching contributions (indicated as “University %” below) will be made only for eligible participants who are making the required participant elective deferral (indicated as “Participant %” below). If you are required to make elective deferrals, but do not make the required elective deferrals (or you are otherwise ineligible for University contributions), you will not receive any University matching contributions.

Contributions as a Percentage of Compensation for Eligible Participants  
Hired Prior to October 1, 2000

<u>Years of Service</u>	<u>University %</u>	<u>Participant %</u>
Less than 10	5	5
Greater than or equal to 10 and less than 20	10	0
Greater than or equal to 20	12	0

Contributions as a Percentage of Compensation for Eligible Participants  
Hired on or After October 1, 2000

**University %**

9

**Participant %**

3

To the extent provided in the University’s long-term disability benefits plan, and subject to maximum contribution limits that are imposed by law, contributions may be made on your behalf during periods that you are entitled to benefits under the University’s long-term disability benefits plan. If you become disabled, please contact the University’s Human Resources Office for more information regarding contributions to this Plan during your disability.

**What compensation is used to determine Plan contributions?**

For the purposes of determining the amount of contributions to be made to the Plan, the Plan generally defines compensation as your benefits base salary (as determined by the University) and includes the amount of your elective deferrals. In computing compensation, the Plan considers only the compensation paid to you while you are an eligible employee and a participant. Compensation that is paid to you before you become a participant is disregarded.

**Is there a limit on the amount of compensation that can be considered?**

For Plan years beginning on or after January 1, 2010, the amount of your annual compensation that may be taken into consideration for Plan purposes may not exceed \$245,000. This amount may be adjusted after 2010 for cost-of-living increases.

**Is there a limit on how much can be contributed to my Plan accounts each year?**

Generally, the law imposes a limit on the combined amount of elective deferrals and University contributions (but not on rollover contributions – see below) that may be made to your Plan accounts during the Plan year. Beginning in 2010, the total amount of your basic elective deferrals and University contributions for any year cannot exceed the lesser of \$49,000 or 100% of your includible compensation. The dollar limit (which does not apply to age 50 “catch-up” elective deferrals) may be adjusted after 2010 for cost-of-living increases.

**May I make “rollover” contributions to the Plan?**

At the discretion of the Administrator, you may be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs, provided such distributions are legally qualified to be rolled over into this Plan. Such a deposit is called a “rollover” and may result in tax savings to you. You may ask your prior plan administrator or trustee to directly transfer (“rollover”) to this Plan all or a portion of any amount that you are entitled to receive as a distribution from a prior plan. Alternatively, if you received a distribution from a prior plan, you may elect to deposit any amount eligible for rollover within 60 days of your receipt of the distribution. You should consult a qualified tax adviser to determine if a rollover to this Plan is permitted and in your best interest.

Any rollover contribution that you make to the Plan will be placed in a separate account called a “rollover account.” You will always be 100% vested in your rollover account. This means that you will always be entitled to all of your rollover contributions. Rollover contributions will be affected by investment gains or losses.

### **How is the money in the Plan invested?**

You will be able to direct the investment of your Plan accounts, including your elective deferrals, among the investment options chosen for the Plan. Investment providers and the Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. If you wish to obtain a list of current investment providers and current investment options, or if you have any questions about the investment of your Plan accounts, please contact the Administrator.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including the University and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. You must follow procedures in giving investment directions.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. The University and the Administrator will not provide investment advice or guarantee the performance of any investment you choose.

## **ARTICLE III DISTRIBUTIONS**

### **Will I receive a distribution of my account if I terminate employment with the University?**

If you terminate employment for any reason and at any age (including retirement), then you will be entitled to a distribution within a reasonable time after you terminate employment. (See the question “How will my benefits be paid?” for a further explanation of how benefits are paid from the Plan.)

### **What is my vested interest in my account?**

You are always 100% vested (which means that you are entitled to all of the amounts) in all amounts attributable to contributions made to the Plan by you or by the University on your behalf. Thus, when eligible, you are always entitled to receive all amounts in your Plan accounts.

## How will my benefits be paid?

There are various methods by which benefits may be distributed to you from the Plan. The method depends on your marital status, as well as the elections you and your spouse make. All methods of distribution, however, have equivalent values. The rules under this Article apply to all distributions you will receive from the Plan, whether by reason of retirement, termination, or any other event which may result in a distribution of benefits.

If you are married on the date your benefits are to begin, you will automatically receive a joint and 50% survivor annuity, unless you (and your spouse, if married) elect an alternative form of payment. This means that you will receive payments for your life, and upon your death, your surviving spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death. Alternatively, you may be able to select a joint and 75% survivor annuity.

If you are not married on the date your benefits are to begin, you will automatically receive a life annuity, which means you will receive payments for as long as you live.

However, subject to the terms of the investment products you have chosen, if your vested benefit in the Plan does not exceed \$5,000, then your benefit may only be distributed to you in a single lump-sum payment.

If your vested benefit in the Plan exceeds \$5,000, and you want the distribution to be in a form other than an annuity payment, you (and your spouse, if you are married) must first waive the annuity form of payment.

When you are about to receive any distribution, the Administrator will explain the joint and survivor annuity or the life annuity to you in greater detail. You will be given the option of waiving the joint and survivor annuity or the life annuity form of payment during the 180-day period before the annuity is to begin. **IF YOU ARE MARRIED, YOUR SPOUSE MUST IRREVOCABLY CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A NOTARY OR A PLAN REPRESENTATIVE.** You may revoke any waiver. The Administrator will provide you with forms to make these elections. Since your spouse participates in these elections, you must immediately inform the Administrator of any change in your marital status.

If you waive the annuity benefit (with your spouse's consent if you are married), the investment products you have chosen may allow you to elect to receive your distribution under one of the methods described below:

- a single lump-sum payment in cash or, in certain circumstances, in property.
- monthly, quarterly, or annual installments over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies).
- installments over your life expectancy in compliance with the required minimum distribution requirements of the Internal Revenue Code. Under these requirements, you must generally begin receiving distributions by April 1 of the calendar year following the year in which you turn 70-1/2 (or, if later, the year you retire from the

University). The law provides a schedule of minimum annual payments which the Plan must make every year.

- lifetime annuities.

The investment products into which you direct your Plan account balances may provide you with additional distribution options.

### **May I elect to roll over my account to another plan or IRA?**

If you are entitled to a distribution of more than \$200, then you may be able to elect to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account (“IRA”). Not all forms of distribution are eligible for rollover treatment.

### **May I receive a loan from the Plan?**

You may be able to borrow from your Plan account if the investment product(s) you have selected permit loans. There are many complex rules affecting Plan loans. The Administrator and the investment providers can provide more information about Plan loans.

## **ARTICLE IV DISABILITY BENEFITS**

### **How is disability defined?**

Under the Plan, disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. An investment product may use a different definition. You may be required to submit to a physical examination to determine whether you are disabled.

### **What happens if I become disabled?**

If you become disabled while a participant, you will be entitled to a distribution of 100% of your account balance. Payment of your disability benefits will be made to you as if you had terminated employment without disability.

## **ARTICLE V DEATH BENEFITS**

### **What happens if I die while working for the University?**

If you die while still employed by the University, your entire account balance will be used to provide your beneficiary with a death benefit.

## **Who is the beneficiary of my death benefit?**

If you are married at the time of your death, your spouse will be the beneficiary of 50% of the death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE PORTION OF THE DEATH BENEFIT PAYABLE TO YOUR SPOUSE. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE, AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married, you have named someone other than your spouse to be your beneficiary as described in the preceding paragraph, and wish to again change your beneficiary designation, your spouse must again consent to the change, unless you are changing your designation to name your spouse as your beneficiary. Also, you may, at any time, designate the beneficiary for amounts in excess of the portion of the death benefit payable to your spouse without your spouse's consent. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

If you are not married, you may designate your beneficiary on a form to be supplied to you by the Administrator or the investment providers.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the terms of the investment products you have chosen provide otherwise:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, and if a child dies before you, to their children, if any;
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

## **How will the death benefit be paid to my beneficiary?**

Unless another form of payment is elected, the death benefit payable to your spouse will be in the form of an annuity; that is, periodic payments over the life of your spouse. Your spouse may direct that payments begin within a reasonable period of time after your death. The size of the monthly payments will depend on the value of your account at the time of your death.

You may waive this form of distribution. Generally, the period during which you and your spouse may waive this annuity begins as of the first day of the Plan year in which you reach age 35 and ends when you die. The Administrator must provide you with a detailed explanation of the annuity. This explanation must be given to you during the period of time beginning on the first day of the Plan year in which you will reach age 32 and ending on the first day of the Plan year in which you reach age 35.

Under a special rule, you and your spouse may waive the survivor annuity form of payment any time before you turn age 35. However, any waiver will become invalid at the beginning of the Plan year in which you turn age 35, and you and your spouse will be required to make another waiver. It is important that you inform the Administrator when you reach age 32 so that you may receive this information.

If you waive the annuity form of distribution, the death benefit may be distributed in one of the forms mentioned above, unless you elected the death benefit distribution method prior to your death.

### **When must the last payment be made to my beneficiary?**

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70-1/2. Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70-1/2 or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five-years after your death. Some investment products may allow a person to use this five year rule.

Since your spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Administrator.

### **What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with the University and subsequently die, your beneficiary will be entitled to your remaining account balance at the time of your death. However, if you are receiving an annuity distribution at the time of your death, your designated beneficiary, if any, may receive nothing or may be entitled to any remaining payments according to the form of payment previously elected.

## **ARTICLE VI IN-SERVICE DISTRIBUTIONS**

### **Can I withdraw money from my account while working for the University?**

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product(s) you have selected under the Plan. Among other things, this means that if the Plan requires a distribution to be made in the form of an annuity, you (and your spouse if you are married) will need to waive the required annuity form of benefit to receive an in-service distribution in a single payment.

If you have made rollover contributions to the Plan, you may withdraw those contributions at any time prior to your severance from employment (regardless of your age). You may request an in-service distribution of other Plan contributions after you reach age 59-1/2 or become disabled. You may only request one in-service distribution during a Plan year, unless the applicable individual investment option permits more frequent in-service distributions.

You also may request a hardship distribution as described below. However, individual investment products may have their own rules relating to hardship distributions which would govern your situation. If you have questions, ask the Administrator or the investment provider for more details.

### **What is a hardship distribution?**

A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. If eligible, you can receive a hardship distribution only from your own elective deferrals. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependent or necessary for you, your spouse or your dependent to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or dependent;
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents; or
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

In addition, if you have one of the above expenses, a hardship distribution can be made only if all of the following conditions are satisfied:

- The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
- You have obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by the University;

- Your elective deferrals will be suspended for at least six (6) months after your receipt of the hardship distribution.

Any hardship distribution from elective deferrals will be limited, as of the date of distribution, to your total elective deferrals to date reduced by the amount of any previous distributions made to you from your elective deferral account.

## **ARTICLE VII TAX TREATMENT OF DISTRIBUTIONS**

### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

### **Can I reduce or defer tax on my distribution?**

Depending on the elected form of distribution, you may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For some distributions, you may request that a “direct rollover” of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another qualified employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances, all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then, in most cases, 20% of the distribution amount will be withheld for federal income tax purposes.

**WHENEVER YOU RECEIVE A DISTRIBUTION, THE ADMINISTRATOR OR THE INVESTMENT PROVIDER WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY**

COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISER BEFORE MAKING A CHOICE.

## **ARTICLE VIII PROTECTED BENEFITS AND CLAIMS PROCEDURES**

### **Is my benefit protected?**

As a general rule, your interest in your account may not be alienated. This means your interest may not be sold, used as collateral for a loan from a third party, given away or otherwise transferred. In addition, in general, your creditors may not attach, garnish or otherwise interfere with your account. However, creditor protection of Plan assets is a complex subject and may be affected by bankruptcy and other laws. If you want specific information about possible protection of your Plan account from creditors, you should consult a qualified adviser.

### **Are there any exceptions to the general rule?**

Apart from possible access by creditors described above, there are two exceptions to the general rule. The Administrator must honor a “qualified domestic relations order.” A “qualified domestic relations order” is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator (or its delegate) will determine the validity of any domestic relations order received. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order procedures from the Administrator.

The second exception applies if you are involved with the Plan’s administration. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount you are ordered or required by a court to pay the Plan. All or a portion of your benefits will be used to satisfy any such obligation to the Plan.

### **Can the Plan be amended?**

Yes. The University may amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

The University may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any termination of the Plan.

## **How do I submit a claim for Plan benefits?**

You or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Administrator or investment provider. An investment provider may have specific forms for this purpose.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

## **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician chosen by the Administrator (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.

- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- (e) In the case of disability benefits where the disability is determined by a physician chosen by the Administrator:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied and you want to submit your claim for review, you must follow the Claims Review Procedure below.

### **What is the Claims Review Procedure?**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

- (a) You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits. However, if your claim is for disability benefits and disability is determined by a physician chosen by the Administrator, then instead of the above, you must file the claim for review no later than 180 days following receipt of notification of an adverse benefit determination.
- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician chosen by the Administrator, then the Claims Review Procedure provides that:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) In deciding an appeal of any adverse benefit determination that is based in whole or part on 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.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) The health care professional engaged for purposes of a consultation in (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician chosen by the Administrator, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the benefit determination is based.

- (c) 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 for benefits.
- (d) In the case of disability benefits where disability is determined by a physician chosen by the Administrator:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

### **What are my rights as a Plan participant?**

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

- (a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and collective bargaining agreements (if any), 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.
- (b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements (if any), and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Administrator may make a reasonable charge for copies.
- (c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.
- (d) Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a

pension benefit, the statement will tell you how many years you have to work to earn a right to a pension. 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 this statement free of charge.

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 the University 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.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that 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, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order procedures from the Administrator.

If it should happen that the Plan’s 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 these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

### **What can I do if I have questions or my rights are violated?**

If you have any questions about the Plan, you should contact the 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 Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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.

## **ARTICLE IX GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

### **General Plan Information**

The full name of the Plan is the Pace University Defined Contribution Retirement Plan. It has plan number 001.

This Plan was originally effective on July 1, 1950.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan year." The Plan year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily.

Except to the extent that state laws are preempted by applicable federal laws, the Plan will be governed by the laws of New York.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC).

The Plan permits the payment of Plan expenses to be made from the Plan assets. If the University does not pay these expenses, then the expenses paid using the Plan's assets will generally be allocated among the accounts of all participants in the Plan.

### **University Information**

The Plan sponsor's name, address, and Federal employer identification number are:

Pace University  
235 Elm Road  
Briarcliff Manor, New York 10510  
13-5662314

### **Administrator Information**

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties (including the investment provider(s) to the Plan) to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The University, or the person or persons the University designates, is the Plan Administrator.

**Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:

Pace University  
235 Elm Road  
Briarcliff Manor, New York 10510