

UTAH VALLEY UNIVERSITY SUPPLEMENTAL SECTION 403(b) RETIREMENT PLAN

Summary Plan Description

Employer/Sponsor: Utah Valley University, 800 West University Parkway, Orem, UT 84058-5999; (801) 863-8389

Employer Identification Number (“EIN”): 87-0280648

Plan number: 002

Funding vehicles: Annuity Contracts and/or Custodial Accounts

Plan Administrator: A committee appointed by the Plan Sponsor composed of the following positions: Vice President of Administration and Executive Director of Human Resources

Agent for Service of Legal Process: Manager, Employee Benefits on behalf of the Plan Administrator

I. Introduction

The Utah Valley University Supplemental Section 403(b) Retirement Plan is designed to meet the requirements of section 403(b) of the Internal Revenue Code (Code). This Plan is not subject to ERISA. The Plan was established to provide retirement benefits and savings opportunities to Employees and to provide benefits to their Beneficiaries in the event of their death.

This Summary Plan Description (“SPD”) is intended to provide you with a general description of the material terms of the Plan written in non-technical terms. It does not describe in detail every aspect of the Plan and is not the official plan document. The plan document is the only official statement of the benefits, rights, and features provided by this Plan. You may obtain a copy of the plan document if you request it. If there is any conflict between the terms of this SPD and those of the plan document, the plan document will control.

II. When Do You Become Eligible to Participate in the Plan?

- A. Leased Employees are not eligible to participate in this Plan.
- B. Except for the categories of Employees listed below, all Employees shall become eligible to have Elective Deferrals made on their behalf immediately upon employment. Except where different rules apply that are specifically noted, Elective Deferrals include Roth 403(b) Contributions.
- C. The following classes of Employees are not eligible to have Elective Deferrals made on their behalf unless it is otherwise stated below:
 - 1. Employees whose elective deferral is less than \$200 per year; and

- 2. Employees who are students performing certain services.
- D. The date that you will actually begin participation is the Entry Date. The Entry Date is the first day of employment.

III. What Rules Govern the Contributions Under the Plan?

- A. Elective deferrals may be made up to the limits permitted under the Code. This Plan allows for additional “catch up” contributions at age 50.
- B. You may designate your Elective Deferrals contributions to this Plan as Roth Contributions. Roth Contributions are made from your salary on an after-tax basis. If certain qualifications are met, distributions attributable to designated Roth Contributions are distributed from the Plan on a tax-free basis. More information about the distribution of Roth Contributions can be found in Sections VII.C. and IX.D. of this Summary Plan Description.
- C. You must complete a salary reduction agreement in order to have Elective Deferrals made on your behalf. You may also be required to complete an application form. You may change the amount you contribute to this Plan at any time. The change will become effective as soon as it is administratively practicable to process the change request.
- D. For specific information about the Code limits, contact the Plan Administrator.
- E. If you contribute in any year to another plan that allows Elective Deferrals, then this Plan and such other plans will be treated as one plan for purposes of the limits on Elective Deferrals. The limitations that apply to your contributions under this Plan will be coordinated with any contributions made on your behalf to another plan maintained under the Controlled Group, or any other plan which has been established by an organization that you control. If you contribute to any other plan that has been established by an organization that you control, you must provide the Administrator with sufficient information so the limits in the plans can be coordinated.
- F. Contributions made in error or made in excess of the limits in the Code shall be removed from the Plan as permitted under the applicable rules.
- G. If your employment has been interrupted by a period of Qualified Military Service as defined by the Plan, you may elect to make additional contributions when you return to employment equal to the amount that you could have made had your employment continued. This right generally applies for five years following your resumption of employment, or, if sooner, a period equal to three times the period of the interruption or leave.

IV. When Do My Contributions Vest?

- A. All contributions to the Plan on your behalf will be vested immediately.

V. What Are the Investment Choices Under the Plan?

- A. You may direct the investment of contributions made on your behalf to any of the Funding Vehicles that are listed in Schedule A. Your accumulation in any of the Funding Vehicles you choose are subject to the terms of the Funding Vehicle
- B. You will direct the investment of the contributions made on your behalf and accumulations already allocated to accounts by providing instructions in accordance with the administrative procedures followed by the Plan.
- C. The Employer may change the investment choices at any time. If the Employer chooses to eliminate a Funding Vehicle, your accumulation in that fund may be transferred to another Funding Vehicle if permitted under the terms of that Funding Vehicle.
- D. It is your responsibility to exercise control over your Accounts and to monitor your investment decisions.

VI. When May I Begin to Receive Distributions Under the Plan?

- A. Except as set out below, you may receive a distribution of any amount attributable to Elective Deferrals only after the earliest of the following events: Severance from Employment; death; you become Disabled; you attain age 59 ½; you become eligible for a Qualified Reservist Distribution; termination of the Plan. However, Elective Deferrals and earnings attributed to amounts contributed to Annuity Contracts as of December 31, 1988, will be distributable at any time.
- B. If permitted under the Funding Vehicle, prior to the events above you may take a hardship distribution from accumulations attributable to Elective Deferrals if you have incurred an immediate and heavy financial need for the following circumstances: certain medical expenses, qualified education expenses, payments necessary to prevent eviction or foreclosure from Employee's principal residence, burial or funeral expenses for certain family members, repair of damage to the Employee's principal residence or costs directly related to the purchase of a principal residence for the Employee. The amount that you want to withdraw from the Plan must be necessary to meet that need. If you take a hardship distribution, your right to have Elective Deferrals contributed on your behalf will be suspended for six months.
- C. Subject to any restriction in the Funding Vehicles, you may obtain a loan from the plan based upon your accumulation attributable to Elective Deferrals at any time. Loans may

be required to be more than a minimum amount, and you may be limited to the number of loans that you can take at any time. Loans cannot exceed an amount equal to the lesser of 50% of your vested accumulation or \$50,000 reduced by the highest outstanding balance of loans to you from any Employer plan within the last 12 months. All loans will be subject to the terms of the loan agreement.

- D. If you have an Account attributable to Rollover Contributions, you may receive a distribution of the accumulation of that Account at any time if permitted under the Funding Vehicle.
- E. You must begin to take distributions from your Account beginning no later than the April 1 after the later of the year you attain age 70 ½ or the year you separate from service. The Account must be distributed over a period not exceeding your life or your life expectancy, or over the life or life expectancy of you and your Designated Beneficiary. If you had an Account balance as of December 31, 1986, you do not need to take a distribution of that amount until the later of the year when you attain age 75 or have a Severance from Employment.

VII. How May I Receive Benefits Under the Plan?

- A. All requests for benefits must be made in writing or electronic form to the Plan Administrator or to the entity or entities designated by the Plan Administrator and will not be processed until the request is received in good order by the Funding Vehicle.
- B. You may elect any optional form of benefit that is made available under the Funding Vehicle. Optional form of benefits may include lump sum distributions, forms of single and joint life annuities and fixed period annuities.
- C. If you take a distribution from the Plan that is eligible to be rolled over, you may elect to have any portion of that distribution paid directly to another plan that is able to accept a rollover distribution or to an Individual Retirement Account. Amounts eligible for rollover that are attributed to Roth 403(b) Contributions may only be directly rolled over to another plan that accepts Roth 403(b) Contributions or to a Roth IRA.

VIII. How Are My Benefits Paid if I Die?

- A. If you die prior to beginning to receive your benefits, your accumulation will be paid to your Beneficiary in accordance with the terms of the Funding Vehicle.
- B. You may designate a Beneficiary to receive your death benefit by submitting the required form in accordance with the procedure established by the Plan Administrator.

IX. What Are the Federal Tax Consequences of Contributions and Distributions Under the Plan?

- A. The contributions made on your behalf under the Plan are not currently includible in your income for federal income tax purposes. Contributions made on a salary reduction basis (Elective Deferrals) are subject to Social Security tax and Federal Unemployment taxes.
- B. Any growth in your accumulation attributable to investment earnings or credited interest is not subject to current taxation.
- C. All amounts distributed to you from the Plan will be taxed to you as ordinary income. In addition, if you take a distribution prior to age 59 ½, you may be subject to a 10% penalty tax on the distribution. There are some exceptions to this tax, including if you die or become Disabled.
- D. The preceding paragraph does not apply to Roth Contributions. Any part of your accumulation that is attributable to Designated Roth Contributions may be distributed from the Plan on a tax-free basis if it is a “Qualified Distribution”. In general, a Qualified Distribution is a distribution that is made on or after the date on which you turn 59 ½, made to your beneficiary after your death, is attributable to your becoming disabled, and is made after the five year period beginning on the first day of the first taxable year in which you make a Designated Roth Contribution.
- E. You should consult your tax advisor for further information about the federal and state tax treatment of the contributions and distributions under the Plan.

X. How Do I File a Claim?

- A. If a request for a benefit is denied, you or your Beneficiary can file a claim in writing with the Plan Administrator. The claim should explain the reasons that you are entitled to the benefit. The Plan Administrator has the unfettered discretionary authority to conduct an investigation and to determine the merits of the claim.
- B. If the claim is fully or partially denied, the Plan Administrator will provide you or your Beneficiary with a written explanation within 90 days stating 1) the reason for the denial, 2) the Plan provisions upon which the denial is based, 3) any additional information that would be needed to grant the claim and why it is needed, and 4) the procedure for appealing the denial.
- C. If the claim is denied, you or your Beneficiary may request a review by the Plan Administrator within 60 days.
- D. Within 60 days, the Plan Administrator will render its final decision in writing to you stating specific reasons for its decision. If special circumstances require an extension of

the review period, the Plan Administrator's decision will be rendered as soon as possible but in no event later than 120 days after receipt of the request for review.

XI. How is the Plan Administered?

- A. The Plan Administrator has the authority to manage the operation of the Plan. Factual determinations and interpretations of the Plan provisions by the Plan Administrator shall be final and binding on all Participants and their Beneficiaries.
- B. The Plan Administrator may delegate responsibilities of managing the Plan to other people or entities. Any such delegation will be in writing.
- C. The Plan Administrator may adopt rules and procedures to administer the Plan.
- D. Plan expenses and fees may be paid from Plan assets subject to the terms of the Funding Vehicles. Fees that are related to the administration of your individual Account may be assessed against your Account. These fees are listed on Schedule B.
- E. While this Plan was adopted with the expectation that it would continue indefinitely, the Employer has no obligation to maintain it for any length of time and may discontinue contributions, amend, or terminate it at any time.
- F. Your accumulation under the Plan is not subject to the claims of your creditors or those of your Beneficiary after your death. You and your Beneficiary may not have the right to sell, assign, transfer, or otherwise convey the right to receive any payments or any interest under the Plan. However, requests for assignments or transfers will be recognized if they are pursuant to:
 - 1. A Domestic Relations Order (DRO) pursuant to the domestic relations law of any state. Payments under a DRO will be made in accordance with its terms but only to the extent that it is consistent with the terms of the Plan and the terms of the Funding Vehicles holding the accumulation. The Plan Administrator will establish reasonable procedures for determining the status of any DRO.
 - 2. A tax levy that is issued by the Internal Revenue Service with respect to you or your Beneficiary or is otherwise sought to be collected by the United States under a judgment resulting from an unpaid tax assessment.
- G. Nothing in this Plan should be considered as giving you any right to continued employment.
- H. This Plan was drafted to comply with the provisions of Internal Revenue Code Section 403(b) and will be interpreted in a manner consistent with the requirements of this section and other applicable sections of the Internal Revenue Code. This Plan is not subject to ERISA.

Schedule A--Permitted Investments (Section 5.01)

I. For Elective Deferrals, Roth 403(b) Contributions, and Rollovers:

The TIAA and CREF contracts available for these contributions are: Supplemental Retirement Annuity, Group Supplemental Retirement Annuity, Retirement Annuity, and Mutual Funds

Fidelity mutual funds are available for these contributions.

II. TIAA-CREF investment options under the Annuity Contracts:

TIAA investment options: TIAA Traditional and TIAA Real Estate

CREF investment options: CREF Stock, CREF Money Market, CREF Social Choice, CREF Bond Market, CREF Global Equities, CREF Growth, CREF Equity Index, CREF Inflation Linked Bond

Mutual Fund Investment options: TIAA-CREF Real Estate Securities, TIAA-CREF Growth & Income, TIAA-CREF S&P 500, TIAA-CREF Social Choice Equity, TIAA-CREF Large Cap Value, TIAA-CREF Mid Cap Value, TIAA-CREF Mid Cap Blend Index, TIAA-CREF Mid Cap Growth, TIAA-CREF Small Cap Equity, TIAA-CREF International Equity, TIAA-CREF Lifecycle Funds

Non-Proprietary Mutual Funds Available: Munder Mid-Cap Core Growth Y, T. Rowe Price Capital Appreciation Adv, Thornburg International Value R5

III. Fidelity investment options:

Fidelity Mutual Funds: All Fidelity Mutual Funds which are available for investment by Code Section 403(b) retirement plans, including Fidelity Select Funds, and including Fidelity Mutual Funds which subsequently become available for investment by Code Section 403(b) retirement Plans.

Non-Proprietary Mutual Funds Available: PIMCO Total Return Fund-Administrative Class, The Oakmark Equity and Income Fund-Class I, Vanguard Wellington Fund-Investor Shares, American Funds Growth Fund of America-Class R4, Vanguard Morgan Growth Fund-Investor Shares, American Beacon Large Cap Value Fund-Plan Ahead Class, Vanguard Windsor II Fund-Investor Shares, Morgan Stanley Institutional Fund Trust Mid Cap Growth Portfolio-Advisor Class, Vanguard Small Cap Index Fund-Investor Shares, Royce Value Plus Fund-Service Class, Vanguard Global Equity Fund-Investor Shares

IV. The following vendors are not authorized to accept new contributions or transfers: AIG VALIC, GALIC (Great American Life Insurance Company), Oppenheimer, Principal, Putnam, American Funds Group, Commonwealth Annuity and Life Insurance Company, and with the exception of TIAA-CREF and Fidelity, any other prior vendors not listed here.

No hardships or loans are permitted from these accounts after 1/1/09. These accounts can be transferred into approved Funding Vehicles under the Plan.

V. No transfers to unapproved Funding Vehicles are permitted under this Plan.

Schedule B— Other Plan Design Information

I. Plan fees that are charged to Participant Accounts

TIAA-CREF: None

Fidelity:

Custodian Fees: Unless otherwise paid by the Employer, the Custodian may withdraw an amount for reasonable expenses relating to Account administration.

Loan Recordkeeping Fee: \$6.25 per quarter for each outstanding loan maintained.
\$50 nonrefundable loan application fee.

Investment Advisor Fees: charges as authorized by the Participant pursuant to the Investment Advisor Fee Authorization Form, if applicable. Refer to Option Choice 1 on Schedule F of the Fidelity Custodial Agreement for a complete description of these fees.

II. 12b-1 revenue sharing fees

TIAA-CREF:

Munder Mid-Cap Core Growth Y – The annual 12b-1 and revenue sharing TIAA-CREF shall receive for services rendered is 25 basis points.

T. Rowe Price Capital Appreciation Adv– The annual 12b-1 and revenue sharing TIAA-CREF shall receive for services rendered is 35 basis points.

Thornburg International Value R5– The annual 12b-1 and revenue sharing TIAA-CREF shall receive for services rendered is 25 basis points.

Fidelity: None listed