



**SAINT LOUIS UNIVERSITY RETIREMENT PLAN**  
**SUMMARY PLAN DESCRIPTION**

**TABLE OF CONTENTS**

**INTRODUCTION TO YOUR PLAN**

What kind of Plan is this? ..... 1  
What information does this Summary Plan Description provide?..... 1

**ARTICLE I  
PARTICIPATION IN THE PLAN**

How do I participate in the Plan? ..... 1  
What happens if I'm a Participant, terminate employment and then I'm rehired? ..... 2

**ARTICLE II  
EMPLOYEE CONTRIBUTIONS**

What are "rollover" contributions?..... 2

**ARTICLE III  
EMPLOYER CONTRIBUTIONS**

What is the Employer matching contribution and how is it allocated? ..... 2  
What are forfeitures and how are they allocated? ..... 3

**ARTICLE IV  
COMPENSATION AND ACCOUNT BALANCE**

What compensation is used to determine my Plan benefits? ..... 3  
Is there a limit on the amount of compensation which can be considered? ..... 3  
Is there a limit on how much can be contributed to my account each year? ..... 3  
How is the money in the Plan invested? ..... 3  
What investments are permitted? ..... 4

What happens if I terminate employment due to disability? ..... 7  
How will my benefits be paid to me? ..... 7

**ARTICLE VIII  
BENEFITS AND DISTRIBUTIONS UPON DEATH**

What happens if I die while working for the Employer? ..... 8  
Who is the beneficiary of my death benefit? ..... 8  
How will the death benefit be paid to my beneficiary? ..... 8  
When must the last payment be made to my beneficiary? ..... 9  
What happens if I'm a Participant, terminate employment and die before receiving all my benefits? ..... 9

**ARTICLE IX  
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan? ..... 9

## **SAINT LOUIS UNIVERSITY RETIREMENT PLAN**

### **SUMMARY PLAN DESCRIPTION**

#### **INTRODUCTION TO YOUR PLAN**

##### **What kind of Plan is this?**

Saint Louis University Retirement Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan.

##### **What information does this Summary Plan Description provide?**

This Summary Plan Description ("SPD") contains 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.

In this SPD, your Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other Plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describe

part-time employees (employees whose regularly scheduled service is less than 1,664 hours of service per computation period). However, if as a part-time employee, you complete one (1) Year of Service in any year of employment, you will no longer be part of this excluded class.

Housestaff, adjunct faculty, an individual described in 312(b)(10) of the Code whose employment is incidental to his education (e.g., a graduate student, stu

**What are forfeitures and how are they allocated?**

**Definition of forfeitures.** In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not

**What investments are permitted?**

Your Employer (or someone appointed by your Employer) w

**100% vested contributions.** You are always 100% vested (whi





disability

death

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. In determining whether your vested account balance exceeds this dollar threshold, "rollover" contributions (and any earnings allocable to "rollover" contributions) will be taken into account. You may elect to receive a distribution of your vested account balance in:

a single lump-sum payment

installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)

partial withdrawals

an annuity - periodic payments over your life (or your life and the life of your spouse or beneficiary)

**Optional form of distribution.** Our Plan provides for annuities as an optional form of distribution. An annuity generally provides for payments for your life, and, in some cases for the life of your spouse. The value of the annuity never exceeds the value of your vested account balance under the Plan. If you are married and you wish to receive a distribution in the form of an annuity, the annuity must be based on your life and the life of your spouse unless you obtain your spouse's consent to elect an annuity over only your life or in some other form.

**Special distribution rules.** In addition to the above rules, there are special distribution rules that apply to the portion of your interest in the Plan attributable to transferred pension assets. These rules provide for an annuity form of payment and, if you are married, may give your spouse certain rights regarding the form of distribution that may be elected. An annuity generally provides for payments for your life and for the life of your spouse. If you are married, the annuity must be based on your life and the life of your spouse unless you obtain your spouse's consent to elect an annuity over only your life or in some other form. When you are entitled to receive a distribution from the Plan, the Administrator will provide you with a detailed explanation of the special rules that apply to these amounts.

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or retire. You should contact the Administrator if you think you may be affected by these rules.

## **ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH**

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

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

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

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. However, with respect to any amounts attributable to the pension plan that were transferred to this Plan, your spouse (if you are married) will be the beneficiary of 50% of the death benefit. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) MUST IRREVOC





Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. 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.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:









Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

**Employer Information**

Your Employer's name, contact information and identification number are:

Saint Louis University  
3545 Lindell Boulevard  
St. Louis, Missouri 63103  
43-0654872  
Telephone: (314) 977-2384

**Administrator Information**

The 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 or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

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.

Your Administrator's name and contact information are:

Retirement Committee  
3545 Lindell Boulevard Street  
St. Louis, Missouri 63103

**Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is either held in a Trust Fund or is used to purchase annuities. The Trustee is responsible for the safekeeping of the Trust Fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The Trust Fund and the annuity contracts are the funding medium used for the accumulation of assets from which benefits will be distributed.

The Plan's Trustee is listed below with their contact information:

TIAA Trust, N.A.  
8500 Andrew Carnegie Blvd.  
Charlotte, North Carolina 28262  
Telephone: (888) 842-9001

**APPENDIX  
PLAN LOAN POLICY**

To the extent permitted by the investment arrangements in which the Plan assets are invested, Saint Louis University Retirement Plan permits loans to be made to Participants pursuant to a written loan policy. All references to Participants in this loan policy include Participants and their Beneficiaries or any alternate payee with respect to the Plan provided that the borrower must qualify as a "party in interest" as defined by ERISA Section 3(14). All current employees of the Employer and certain former Employees qualify as parties in interest. The individual agreements governing the investment arrangements that you selected for your Plan contributions may contain additional limits on when you can take a loan. Please review both the following information in this Loan Policy and your annuity contracts or custodial agreements before requesting a loan. Contact your Employer or the investment vendor if you have questions regarding your loan options.

The Administrator is authorized to administer the Plan's loan policy. All applications for loans will be made by a Participant to the Administrator (or the Administrator's delegate) on forms which the Administrator will make available for such purpose.

**1. LOAN APPLICATION/BORROWER QUALIFICATION.**

Loans are available to Participants on a reasonably equivalent basis. However, if you terminate employment, you will generally not be entitled to obtain a loan. A Participant must apply for each loan with an application which specifies the amount of the loan desired and the requested duration for the loan. The Administrator may request additional information before approving a loan.

All loan applications will be considered by the Administrator within a reasonable time after the Participant applies for the loan.

The loan will be treated as a directed investment of the borrower's Account.

**2. LOAN LIMITATIONS.** With regard to any loan made pursuant to this loan policy, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

Loans to a Participant will not be approved in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by

