



Research Foundation of The City University of New York Defined Contribution Retirement Plan



Summary Plan Description

Introduction

The Research Foundation of The City University of New York Defined Contribution Retirement Plan (the “Plan”) was established in 1972 to help you and other eligible Employees save for retirement. The Plan helps you provide for your future financial security through contributions made by both you and the Institution.

The Plan provides a number of investment options to choose from. With these investment options, your savings can grow over time.

This Summary Plan Description, or SPD for short, explains how the Plan works for Eligible Employees. The SPD only summarizes your benefits and rights under the Plan. As a summary, it does not cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation. You can find the specific rules of the Plan in the Plan document, a copy of which you can request from the Plan Administrator.

Every effort has been made to accurately describe the Plan in this SPD. However, if you find a difference between the information in this SPD and the information in the Plan document, your benefits will be determined based on the information found in the Plan document.

Note that many terms in the SPD are capitalized to indicate that they have special meanings under the Plan. If these terms are not defined in the SPD, they are defined in the Plan document.

In addition to the Plan document, the TIAA-CREF investment options you choose are governed by investment contracts that may contain additional rules that limit your options under the Plan. You should review your TIAA-CREF investment contracts along with this SPD to gain a full understanding of your rights and obligations under the Plan.

If in reading this SPD or the Plan document, you find you have questions concerning your benefits under the Plan, please contact the Plan Administrator.

TABLE OF CONTENTS

| | |
|--|-----------|
| IMPORTANT INFORMATION ABOUT THE PLAN | 3 |
| ELIGIBILITY | 4 |
| Who is eligible to participate in the Plan? | 4 |
| When do I become eligible to participate in the Plan? | 4 |
| How are years of service counted and when does a “break in service” occur? | 5 |
| CONTRIBUTIONS TO THE PLAN | 6 |
| What contributions will be made? | 6 |
| Is there a limit on contributions? | 8 |
| When are contributions made?..... | 9 |
| May I make extra payments? | 9 |
| Do contributions continue during a paid leave of absence? | 9 |
| Do contributions continue if I become disabled? | 9 |
| Do contributions continue while I’m on active duty in the Armed Forces?..... | 9 |
| OWNERSHIP OF YOUR ACCOUNT (VESTING) | 11 |
| When do my Plan contributions become vested (i.e., owned by me)? | 11 |
| Can creditors or other individuals request a payout from my Plan balance?..... | 11 |
| What if a Qualified Domestic Relations Order (“QDRO”) is issued against my account? | 11 |
| MANAGING YOUR PLAN ACCOUNT | 12 |
| How is the money in my account invested?..... | 12 |
| Does the Plan maintain a default investment option?..... | 12 |
| How do I change the way my contributions will be invested? | 12 |
| How will diversifying my Plan investments help achieve long-term retirement security? | 12 |
| May I transfer amounts from other retirement plans to the Plan? | 13 |
| May I transfer amounts from the Plan to other retirement plans? | 13 |
| What information do I regularly receive about my contracts? | 13 |
| WITHDRAWING MONEY FROM THE PLAN | 14 |
| When can I take a distribution from the plan?..... | 14 |
| If I terminate my employment with the Institution for any reason, do I need to take my money immediately?..... | 14 |
| How do I request a payout? | 14 |
| If I am married, does my spouse have to approve my distributions from the Plan?..... | 14 |
| How will my account be paid to me?..... | 15 |
| What happens if I become Disabled?..... | 15 |
| What if I die before receiving all of my money from the Plan? | 15 |
| Are my benefits required to be paid at any particular time?..... | 16 |
| May I receive a distribution if I am called to active military duty?..... | 16 |
| May I roll over my account?..... | 17 |
| What are the tax effects of taking my money? | 17 |
| PLAN ADMINISTRATION | 18 |

| | |
|--|-----------|
| How is the Plan administered?..... | 18 |
| May the terms of the Plan be changed? | 18 |
| How do I get more information about the Plan?..... | 18 |
| CLAIMS PROCEDURES | 19 |
| How do I file a claim?..... | 19 |
| What if my claim is denied? | 19 |
| If my appeal is denied, is there a limited time period for taking further legal action?..... | 20 |
| MISCELLANEOUS | 21 |
| Is the Plan insured by the Pension Benefit Guaranty Corporation (PBGC)? | 21 |
| Who is the agent for service of legal process?..... | 21 |
| What are my rights under the law? | 21 |

IMPORTANT INFORMATION ABOUT THE PLAN

| | |
|--|--|
| Plan Name: | Research Foundation of The City University of New York Defined Contribution Retirement Plan |
| Plan Sponsor: | Research Foundation of The City University of New York 230 West 41st Street New York, NY 10036-7207 EIN: 13-1988190 |
| Plan Number: | 001 |
| Plan Year: | January 1 - December 31 |
| Plan Administrator: | Employee Benefits Committee c/o Director of Employment Policy and Practice Research Foundation of The City University of New York 230 West 41st Street, 7th Floor New York, NY 10036-7207 |
| Agent for Service of Legal Process: | Director of Employment Policy and Practice Research Foundation of The City University of New York 230 West 41st Street, 7th Floor New York, NY 10036-7207 |
| Plan Funding and Funding Agents: | The Plan is funded with both Employee and Employer contributions. Funding Vehicles are annuity contracts and mutual funds offered by one or more investment providers. You can obtain a list of the Plan's Funding Vehicles from the Plan Administrator. |
| Plan Record Keeper: | TIAA-CREF www.tiaa-cref.org 1 800 842-2252 |
| Type of Plan: | 403(b) tax deferred annuity plan |

Requests for information about the Plan, its terms, conditions and interpretations, including eligibility, participation, contributions, or other aspects of operating the Plan should be directed to the Plan Administrator. The Plan Administrator has the sole and absolute authority to interpret the terms of the Plan and determine benefit eligibility and resolve any and all ambiguities or inconsistencies in the Plan.

The Institution has the right to amend or terminate the Plan for active or former employees in any way at any time. If a change is made, you will be notified.

ELIGIBILITY

Who is eligible to participate in the Plan?

You're an eligible employee if you're an employee employed by the Institution or Grants Plus and you work, or are scheduled to work, at least 1,000 hours a year. You are not eligible to participate in the Plan, however, if you fall within any of the following categories of excluded individuals:

- You are an independent contractor;
- You have a contract of employment that waives coverage under the Plan, and the waiver was approved by the Plan Administrator;
- Your employment is incidental to your educational program;
- You are a non-resident alien who does not receive earned income in the U.S.;
- You hold an F or J visa and you were hired after January 1, 2006;
- You are a member of The City University of New York (CUNY) Instructional Staff eligible to participate in CUNY's retirement plan or Executive Compensation Plan and who is receiving payments by the Research Foundation; or
- You are not treated as a common law employee (including employees treated as leased employees, independent contractors or contract workers hired through outside agencies).

When do I become eligible to participate in the Plan?

If you are an eligible employee, you are required to begin participation in this Plan as a term and condition of continued employment on the first of the month following completion of the one year of service waiting period. The Institution will notify you when you've completed the requirements necessary to participate in the Plan. All determinations about eligibility and participation will be made by the Plan Administrator. The Plan Administrator will base the determination on the Institution's records and the official plan document on file with the Plan Administrator. The enrollment forms must be completed and returned to the Plan Administrator.

If you are a former employee and are reemployed by the Institution in a capacity that qualifies as an eligible employee, you will begin participation in the Plan immediately if you had participated in the Plan and had a non-forfeitable right to Institution Plan contributions before you terminated employment provided you are an eligible employee. (For contribution purposes, any eligible employee whose service is interrupted for a period of more than four months and later returns to work will commence participation at the Tier IV level, not the Tier schedule based on original hire date, but will be given credit for prior years of service performed at the Institution to determine the contribution percentage.) If you did not have a non-forfeitable right to Institution Plan contributions before termination, you will be considered a new employee unless the number of your one-year breaks in service is less than five.

You will continue to be eligible for the Plan until one of the following conditions occur:

- you stop making any mandatory employee contributions required under the Plan (if you cease mandatory contributions while eligible, your employment will be terminated);
- you cease to be an eligible employee; or
- the Plan is terminated.

How are years of service counted and when does a “break in service” occur?

You are credited with a year of service if during a 12-month period computation period you complete 1,000 or more hours of service. Hours of service will be determined on the basis of actual hours that you are paid or entitled to payment. For purposes of determining your eligibility to participate, the computation period starts with your date of employment or anniversary of your employment date. If you do not have 1,000 hours of service at the end of the initial computation period, you will be given credit for a year of service if you earn 1,000 hours of service in any calendar year beginning with the calendar year that begins after your date of hire.

Example: You are hired on August 15, 2011. If on August 15, 2012 you have earned 1,000 hours of service, you will begin participation on September 1, 2012. If you have not earned 1,000 hours of service on August 15, 2012, but for all of calendar year 2012 you earn 1,000 hours, you will commence participation on January 1, 2013.

If you still have not earned 1,000 hours of service for calendar year 2013, you will begin participation on the first January 1 following the calendar year in which you do earn 1,000 hours of service.

A “break in service” occurs if you are not credited with at least 501 hours of service during a 12 month computation period. For certain maternity or paternity leaves, you will be credited with enough service to prevent a break in service but only during the first year you work less than 501 hours due to maternity or paternity leave.

CONTRIBUTIONS TO THE PLAN

What contributions will be made?

After the completion of your one year of service waiting period, the Institution will begin making Plan contributions automatically. If you are required to make mandatory employee contributions under the Plan, your mandatory employee contributions must be made on a before-tax (salary reduction) basis as a condition of continued employment. Under the agreement, your salary paid after the agreement is signed is reduced and the amount of the reduction is applied as premiums to one or more of the funding vehicles you select that are available under this plan. All contributions are based on a percentage of your compensation in accordance with the schedule below. In general, an eligible employee's Tier level depends on his or her original date of hire as set forth in the schedule. However, any eligible employee whose service is interrupted for a period of more than four months and later returns to work will commence participation at the Tier IV level regardless of his or her original date of hire. If you are eligible to participate in the Plan for only a part of the year, your allocation will be based on the portion of compensation applicable to the period in which you participate.

Institution Plan contributions for any calendar year will only be made if you are credited with 1,000 hours of service for that year (a "year of service"). You will be credited with 1,000 hours of service in a year if either (1) you are scheduled to work at a rate that would give you 1,000 hours for that year or (2) you are not scheduled at a rate that would give you 1,000 hours but you actually do earn 1,000 hours for that year.

Example: You are a full-time employee and satisfy your one year waiting period on August 15, 2011. Your entry date is September 1, 2011 and, because you are scheduled to earn more than 1,000 hours in a year are eligible for Institution Plan contributions on your entry date.

On January 1, 2012, if you remain a full-time employee, you are eligible for Institution Plan contributions for 2012.

On January 1, 2013, you are scheduled to work fewer than 1,000 hours. No Institution plan contributions will be made on your behalf unless your workload should increase during 2013 to bring you up to or over the 1,000 hours mark. At that time, you would be eligible for Institution Plan contributions for 2013.

For participants who are eligible for Tier IV contributions, the 1,000 Hours of Service requirement will be waived for a full-time employee or part-time A employee (benefits eligible) who terminates employment during the Plan Year.

**Plan Contributions as a Percentage of Compensation
for Tier I Employees**

(Hired prior to July 1, 1994)

| <i>By the Institution</i> | <i>By the Participant</i> | <i>Total</i> |
|--|-------------------------------|--------------|
| 11% of the first \$16,500 of Compensation | None | 11% |
| 14% of Compensation above \$16,500 | None | 14% |

**Plan Contributions as a Percentage of Compensation
for Tier II Employees**

(Hired on or after July 1, 1994 and before January 1, 2000)

| <i>Years of Service</i> | <i>By the Institution</i> | <i>By the Participant</i> | <i>Total</i> |
|-------------------------|-------------------------------|-------------------------------|--------------|
| Less than 8 | 8%* | 3%** | 11% |
| Year 8 or more | 10% | 3% | 13% |

*An Institution Plan Contribution shall be made for the 12-consecutive month period immediately preceding the Participant's Plan Entry Date.

**Participant contributions begin after the completion of one Year of Service.

**Plan Contributions as a Percentage of Compensation
for Tier III Employees**

(Hired on or after January 1, 2000)

| <i>Years of Service</i> | <i>By the Institution</i> | <i>By the Participant</i> | <i>Total</i> |
|-------------------------|-------------------------------|-------------------------------|--------------|
| Year 1 | None | None | None |
| Years 2 and 3 | 8% | None | 8% |
| Years 4 through 7 | 8% | 3% | 11% |
| Year 8 or more | 10% | 3% | 13% |

**Plan Contributions as a Percentage
of Compensation For Tier IV Employees**

(Hired on or after January 1, 2009)

| <i>Years of Service</i> | <i>By the Institution</i> | <i>By the Participant</i> | <i>Total</i> |
|-------------------------|-------------------------------|-------------------------------|--------------|
| Year 1 | None | None | None |
| Years 2 through 7 | 8% | None | 8% |
| Years 8 or more | 10% | None | 10% |

**Plan Contributions as a Percentage
of Compensation For Grants Plus Employees**

(For participation commencing on or after January 1, 2008)

| <i>Years of Service</i> | <i>By the Institution</i> | <i>By the Participant</i> | <i>Total</i> |
|-------------------------|-------------------------------|-------------------------------|--------------|
| Year 1 | None | None | None |
| Years 2 and 3 | 7% | None | 7% |
| Years 4 through 7 | 7% | 3% | 10% |
| Years 8 or more | 9% | 3% | 12% |

Compensation means the amount paid to you by the Institution that must be reported as wages on your IRS Form W-2, plus elective deferrals you make to a Code Section 125 cafeteria plan or to any retirement plan established by the Institution under Code Sections 401(k), 403(b) (the Institution's Tax-Deferred Annuity Plan), or 457(b) through a salary reduction agreement. Compensation taken into account under the Plan does not, however, include opt-out payments you may receive if you elect not to participate in an Institution-sponsored health benefit plan. Further, Compensation will be reduced by the following items even if they are includible in gross income: severance pay or other post-severance compensation, reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, welfare benefits, backpay awards and amounts that exceed the limits of IRC Section 401(a)(17), provided that compensation does include any terminal cashout of unused paid leave. The limit under Section 401(a)(17) is \$200,000 in annual compensation adjusted by the Internal Revenue Service for increases in the cost of living (\$250,000 in 2012).

Is there a limit on contributions?

Yes. The total amount of contributions made on your behalf for any year will not exceed the limits imposed by Section 415 and Section 403(b) of the IRC. These limits may be adjusted from time to time. The amount of Plan contributions will also be subject to the Section 401(m) limit. For more information on these limits, contact the Plan Administrator or fund sponsor.

Finally, your own salary reduction contributions to this Plan will be further limited by IRC Section 402(g) limit. In 2012, this dollar limit is \$17,000 and will be adjusted for inflation

thereafter. If you have made salary reduction contributions that exceed the 402(g) limit, you should request a distribution of the excess by notifying the Plan Administrator by March 1 of the following year. The excess will be distributed to you by April 15.

Participants who will be at least 50 by the end of the year are entitled to make additional contributions of \$5,500 in 2012 (adjusted annually thereafter), if their contributions would otherwise exceed the limits discussed above. Thus, for example, an employee age 50 or over who would normally be limited to a salary reduction contribution of \$17,000 in 2012 could actually contribute \$22,500 in this year. Matching contributions will not be made with respect to your catch-up contributions.

When are contributions made?

Institution Plan contributions are made in installments during the Plan Year and forwarded to the fund sponsor(s) in accordance with procedures established by the Institution. A different rule applies to Tier IV participants, however. Institution Plan contributions for Tier IV participants are forwarded to the fund sponsor(s) in a lump sum as soon as administratively practicable after the end of the Plan Year. If a Tier IV participant terminates employment due to retirement, disability or death, however, Institution Plan contributions will be forwarded to the fund sponsor(s) in a lump sum as soon as administratively practicable following the termination date. Mandatory employee contributions are forwarded by the Institution to the fund sponsor(s) each payroll period as soon as it is administratively feasible for the Institution to segregate and forward the contributions.

May I make extra payments?

The Institution permits payment of additional contributions amounts via salary reduction agreements under Section 403(b) of the Internal Revenue Code under its Tax-Deferred Annuity (“TDA”) Plan, thus providing for deferral of taxes on these amounts within the limits of the Internal Revenue Code. The limits described in Question #6 (“Is there a limit on contributions?”) apply to the aggregate contributions under this Plan and the TDA plan.

Do contributions continue during a paid leave of absence?

During a paid leave of absence, Plan contributions will continue to be made based on your compensation paid during your leave of absence. No contributions will be made during an unpaid leave of absence.

Do contributions continue if I become disabled?

If you become totally disabled, Plan contributions may continue to be made by the Institution’s long-term disability carrier, pursuant to the terms and conditions of the group policy then in effect, based on your compensation immediately before you became disabled, subject to the limits imposed by the IRC.

Do contributions continue while I’m on active duty in the Armed Forces?

If you are absent from employment by reason of service in the uniformed services of the United States, once you return to actual employment, the Institution will make those contributions to the Plan that would have been made if you had remained employed at the Institution during your period of military service to the extent required by law.

OWNERSHIP OF YOUR ACCOUNT (VESTING)

When do my Plan contributions become vested (i.e., owned by me)?

If you are required to make mandatory employee contributions to the Plan, you are fully vested in those contributions at all times. Tier I and Tier II employees are fully vested in their Institution Plan contributions at all times. Tier III, Tier IV, and Grants Plus employees are fully vested in their Institution Plan contributions after the completion of three years of service. For vesting purposes, a year of service is earned commencing on your date of hire or any anniversary of your date of hire when you earn 1,000 hours of service. For full-time employees, completion of three years of service will include the one-year waiting period and another two years following the waiting period. However, if you terminate employment before you are vested, you will not receive any benefits attributable to Institution contributions under this Plan. If you later return to work, however, you may be entitled to have the benefits attributable to your earlier service restored as follows: If your break is less than five years, you will be credited with your past service and your account will be restored, subject to your satisfying the vesting requirements based on all your service. If the break in service is more than five years, you will not be entitled to the forfeited benefits, and your past service will not be counted toward the vesting of benefits attributable to service after reemployment. (Also see the answer to Question #4 (“How are years of service counted and when does a ‘break in service’ occur?”))

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

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that the Institution may distribute or reallocate your benefits in response to a qualified domestic relations order, as described in the following question.

What if a Qualified Domestic Relations Order (“QDRO”) is issued against my account?

A qualified domestic relations order or QDRO is a decree or order issued by a court that requires you to pay child support or alimony, or otherwise allocates a portion of your account, to your spouse, former spouse, child or other dependent. If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the order. The Plan Administrator will determine if the decree or order issued by the court meets the requirements of a QDRO. You can obtain a description of the procedures for QDRO determinations at no charge from the Plan Administrator.

MANAGING YOUR PLAN ACCOUNT

How is the money in my account invested?

You decide how the money in your account is invested. You can choose to invest your account among a variety of investment options available under the Plan. You may obtain a list of the current investment options from the Plan Administrator or by logging into your account through the TIAA-CREF web site (www.tiaa-cref.org). (The investment options under the Plan may be changed in the future.) You will have the ability to transfer your Plan balance among the investment options, subject to any transfer restrictions in your TIAA-CREF investment contracts. Changes in your investment elections can be made directly with the fund sponsor or through the Plan Administrator.

When you enroll in the Plan, you will be given information that describes the various investment options and their respective investment objectives. You will also receive individual account statements to help you monitor your investments. You should carefully review the investment contracts governing the annuity contracts and custodial accounts, the prospectus, and other available information before making investment decisions. If you have a question regarding investment options or need additional fund information, you should contact the fund sponsor or the Plan Administrator.

The Plan Administrator and other plan fiduciaries are not responsible for any losses that may result from the investment decisions you make.

Does the Plan maintain a default investment option?

Yes. If for any reason you do not make an investment election allocating your contributions, your assets will be invested in a default investment option selected by the Plan Administrator. You are free to direct your assets out of this default investment at any time. For more information about the default investment option, contact the Plan Administrator.

How do I change the way my contributions will be invested?

You may change the way your future contributions are invested at any time. You may also transfer money among the available investment options, subject to any restrictions in your TIAA-CREF investment contracts.

You may make most changes to the investment of your account by logging into your account through the TIAA-CREF web site (www.tiaa-cref.org). You may also make changes and obtain assistance in making changes by calling the TIAA-CREF National Contact Center at 1 800 842-2252.

How will diversifying my Plan investments help achieve long-term retirement security?

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should understand your diversification rights and consider exercising these rights to affect the amount of money that you invest in company stock through the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals. For more information about individual investing and portfolio diversification, visit the Department of Labor's website at www.dol.gov/ebsa/investing.html.

May I transfer amounts from other retirement plans to the Plan?

Yes. The Plan permits rollover contributions from qualified retirement plans (e.g., a 401(k) plan or money purchase pension plan), other 403(b) plans, governmental 457 plans, and certain IRAs provided that certain criteria are satisfied. For more information, please contact TIAA-CREF's National Contact Center at 1 800 842-2252.

May I transfer amounts from the Plan to other retirement plans?

Yes. If you are entitled to receive a distribution from the Plan which is an "eligible rollover distribution," you may roll over all or a portion of it either directly or within 60 days after receipt into another tax-favored retirement plan or into an IRA. Contact TIAA-CREF's National Contact Center at 1 800 842-2252 for information regarding rollover procedures. The Plan does not permit other forms of plan-to-plan transfers.

What information do I regularly receive about my contracts?

You will you receive quarterly account statements that show the value of your Plan accounts, including the gains and/or losses of your investment options, and any amounts that were deducted from your Plan account.

WITHDRAWING MONEY FROM THE PLAN

When can I take a distribution from the plan?

If you terminate service, you have the option to receive the total value of your Plan account at any time. This applies to investments in annuity accounts as well as custodial accounts (mutual funds), subject to any restrictions in the annuity contracts.

You may request a distribution of your Plan account at the times listed below.

- You terminate employment
- You become Disabled

In-service distributions are not permitted, except that benefits payable to an alternate payee pursuant to a qualified domestic relations order (QDRO) may be payable immediately as may be provided in the order.

All distributions are subject to the terms of your TIAA-CREF investment contracts. Contact TIAA-CREF's National Contact Center at 1 800 842-2252 or the Plan Administrator if you have questions regarding your distribution options.

If your Plan account includes any transfer contributions and/or rollover contributions, you may request a distribution of those contributions at any time, subject to any restrictions in your TIAA-CREF investment contracts.

If I terminate my employment with the Institution for any reason, do I need to take my money immediately?

When you terminate from employment, your balance will generally not be paid out of the Plan until you request a payout. To request a payout, contact TIAA-CREF's National Contact Center at 1 800 842-2252.

How do I request a payout?

To request a payout of your Plan account, you must contact TIAA-CREF's National Contact Center at 1 800 842-2252.

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

If you are married, you must obtain written consent from your spouse to do any of the following:

- to take a distribution from the Plan in any form other than a qualified joint and survivor annuity, or
- to name someone other than your spouse as your beneficiary, or

To obtain a spousal consent form, contact TIAA-CREF's National Contact Center at 1 800 842-2252. The spousal consent form is automatically provided when you request a distribution.

How will my account be paid to me?

When you request a payout, you can choose among several forms of distributions. Generally, you may choose from the following options for your payout.

- lump sum
- periodic payments
- single life annuity
- survivor annuity (including 50%, 66 2/3%, 75% and 100% survivor annuity options)
- other payout options for TIAA-CREF annuities (see Appendix A)

If your Plan account is invested in TIAA-CREF investment options, please review your TIAA-CREF investment contract(s) before requesting a distribution and contact TIAA-CREF's National Contact Center at 1 800 842-2252 for additional information if you have questions regarding your distribution options.

If you are married on the date distribution begins, your spouse must consent to the distribution in writing unless you have elected a qualified joint and survivor annuity with your spouse as the second annuitant to receive a survivor benefit that is equal to at least 50% of the amount you received while you were both living. TIAA-CREF will provide you with more information regarding your annuity options when it comes time for you to make a decision.

If your distribution is eligible to be rolled over, you may choose to have your distribution paid to another eligible retirement arrangement. Contact TIAA-CREF's National Contact Center at 1 800 842-2252 for information regarding rollover procedures.

What happens if I become Disabled?

You may be eligible to receive benefits upon disability after making timely application for benefits. You will be considered Disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months. You will need to show proof of the Disability in the form and manner that the Plan Administrator may require.

You may elect to defer receiving your benefits until your normal retirement date, and such deferred benefit will be based on the value of your individual account as of the date benefit payments commence.

No additional contributions will be made to the Plan after you become Disabled.

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

If you die before taking all of your assets from the Plan, the remaining balance will be paid to your designated beneficiary.

To designate your beneficiary, you should contact TIAA-CREF's National Contact Center at 1 800 842-2252 to obtain the applicable forms. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. If you do not name a beneficiary, 50% of your balance will be paid to your spouse and 50% will be paid to your estate. If you do not name a beneficiary and have no surviving spouse, your remaining balance in the Plan will be paid to your estate, unless a different alternative is provided in the investment contract.

The completed beneficiary designation form, and spousal consent if applicable, should be filed with TIAA-CREF. It is important to review your designation from time to time and update it if your circumstances change (e.g., a divorce, death of a named beneficiary).

Your beneficiary may also have the option of rolling their distribution into an IRA. Your TIAA-CREF investment contracts may further restrict your beneficiary's options regarding the manner in which the accumulation will be distributed.

If you die after beginning age 70½ distributions, as described in the following question, your beneficiary must continue taking distributions from the plan at least annually. If you die before beginning age 70½ payments, your beneficiary may have the option of (1) taking annual payments beginning the year following your death (or the year you would have reached age 70½, if your spouse is your beneficiary), or (2) delaying their distribution until the year containing the fifth anniversary of your death, provided they take the entire amount remaining during that fifth year.

If you die before the distribution of benefits has begun, your entire interest must normally be distributed by December 31 of the fifth calendar year after your death. Under a special rule, death benefits may be payable over the life or life expectancy of your designated beneficiary if the distribution of benefits begins not later than December 31 of the calendar year immediately following the calendar year of your death. If the designated beneficiary is your spouse, the commencement of benefits may be deferred until December 31 of the calendar year that you would have attained age 70½, had you continued to live.

Are my benefits required to be paid at any particular time?

If you terminate employment, you have the option to receive your Plan account balance at any time.

Retirement benefits must normally begin no later than April 1 of the calendar year following the year in which you attain age 70½, or, if later, April 1 following the calendar year in which you retire. Failure to begin annuity income by the required beginning date may subject you to a substantial federal tax penalty.

May I receive a distribution if I am called to active military duty?

You may be able to take a penalty-free distribution from your Account if you were called to active military duty after September 11, 2001. In order to qualify for these penalty-free distributions, you must have been ordered or called to active duty for a period of at least 180 days or an indefinite period and your distribution must have been taken after you were called to duty and before your active duty ended.

May I roll over my account?

If you are entitled to receive a distribution from the Plan which is an “eligible rollover distribution,” you may roll over all or a portion of it either directly or within 60 days after receipt into another tax-favored retirement plan or into an IRA. An eligible rollover distribution, in general, is any cash distribution other than an annuity payment, a minimum distribution payment or a payment which is part of a fixed period payment over ten or more years. The distribution will be subject to a 20% federal withholding tax unless it is rolled over directly into another retirement plan or into an IRA; this process is called a “direct” rollover. If you have the distribution paid to you, then 20% of the distribution must be withheld even if you intend to roll over the money into another retirement plan or into an IRA within 60 days. To avoid withholding, instruct the fund sponsor to directly roll over the money for you.

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

What are the tax effects of taking my money?

If you withdraw money from the Plan and you do not directly roll it over into another 403(b) account, qualified plan, governmental 457 plan, or traditional individual retirement account (IRA), you generally will have to pay income taxes on the money. The amount you withdraw is subject to a mandatory 20% Federal income tax withholding. In addition, if you are under age 59½ when you make the withdrawal, an additional 10% penalty tax may apply. If qualified, you can also make a rollover to a Roth IRA, which will result in income tax at the time of rollover, but you will not be taxed on the earnings when you take a withdrawal.

Please note, a non-spouse beneficiary can roll over amounts only to an inherited IRA.

You should consult with your tax adviser on the tax effects of a distribution in light of your personal tax situation.

PLAN ADMINISTRATION

How is the Plan administered?

The Retirement Plan is available through the Research Foundation of The City University of New York. Benefits under the plan are provided by annuity contracts and custodial accounts issued to participants by TIAA-CREF. The Employee Benefits Committee, 230 West 41st Street, 7th Floor, New York, NY 10036-7207, has been designated the Plan Administrator. The Plan Administrator is responsible for enrolling participants, forwarding Plan contributions for each participant to the fund sponsors selected, and performing other duties required for operating the Plan. The Plan Administrator possesses the discretionary authority to interpret the Plan, to determine eligibility for benefits, and to establish rules and procedures relating to the administration of the Plan. The Plan Administrator is the “named fiduciary” as that term is defined in the Employee Retirement Income Security Act for purposes of determining eligibility and computing and making Plan contributions.

May the terms of the Plan be changed?

While it’s expected that the Plan will continue indefinitely, the Institution reserves the right to modify or discontinue the Plan at any time. If the plan is partially or completely terminated, all affected participants will become fully vested in their accounts.

The Institution, by action of its Board, also may delegate any of its power and duties with respect to the Plan or its amendments to one or more officers or other employees of the Institution. Any such delegation shall be stated in writing. The Institution will exercise good faith, apply standards of uniform application, and refrain from arbitrary action.

How do I get more information about the Plan?

Requests for information about the Plan and its terms, conditions and interpretations including eligibility, participation, contributions, or other aspects of operating the Plan should be in writing and directed to:

Employee Benefits Committee
Research Foundation of The City University of New York
230 West 41st Street
New York, NY 10036-7207
Telephone No.: 212-417-8601

CLAIMS PROCEDURES

How do I file a claim?

To claim a benefit that you are entitled to under the Plan, you must file a written request with the Plan Administrator. The claim must set forth the reasons you believe you are eligible to receive benefits, and you must authorize the Plan Administrator to conduct any necessary examinations and take the steps to evaluate the claim.

The Plan Administrator must process the claim within 90 days after the claim is filed. If an extension of time for processing is required, written notice must be given to you before the end of the initial 90-day period. The extension notice must indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render its final decision. In no event can the extension period exceed a period of 90 days from the end of the initial 90-day period.

If a claim is wholly or partially denied, the Plan Administrator must notify you within 90 days following receipt of the claim (or 180 days in the case of an extension for special circumstances). The notification must state the specific reason or reasons for the denial, specific references to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim, and appropriate information about the steps to be taken if you wish to submit the claim for review. If notice of the denial of a claim is not furnished within the 90/180-day period, the claim is considered denied and you must be permitted to proceed to the review stage.

What if my claim is denied?

You or your duly authorized representative has at least 60 days after receipt of a claim denial to appeal the denied claim to an appropriate named fiduciary or individual designated by the fiduciary and to receive a full and fair review of the claim. As part of the review, you must be allowed to review all Plan documents and other papers that affect the claim and must be allowed to submit issues and comments and argue against the denial in writing.

The Plan must conduct the review and decide the appeal within 60 days after the request for review is made. If special circumstances require an extension of time for processing (such as the need to hold a hearing if the Plan procedure provides for such a hearing), you must be furnished with written notice of the extension, which can be no later than 120 days after receipt of a request for review. The decision on review must be written in clear and understandable language and must include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based. For a Plan with a committee or board of trustees designated as the appropriate named fiduciary, a decision does not have to be made within the 60-day limit if the committee or board meets at least four times a year (about every 90 days). Instead, it must be made at the first meeting after the request is filed, except that when a request is made less than 30 days before a meeting, the decision can wait until the date of the second meeting following the Plan's receipt of request for review. If a hearing must be held, the committee can wait to decide until the first meeting after the hearing. However, it must notify you and explain the delay, which can be no later than the third meeting of the committee or

board following the Plan's receipt of the request for review. If the decision on review is not made within the time limits specified above, the appeal will be considered denied. All interpretations, determinations, and decisions of the reviewing entity with respect to any claim will be its sole decision based upon the Plan documents and will be deemed final and conclusive. If appeal is denied, in whole or in part, however, you have a right to file suit in a state or federal court.

If my appeal is denied, is there a limited time period for taking further legal action?

Participants and beneficiaries may not take legal action against the Plan more than one year after the Plan Administrator's decision on review.

MISCELLANEOUS

Is the Plan insured by the Pension Benefit Guaranty Corporation (PBGC)?

No. Since the Plan is a defined contribution plan, it isn't insured by the PBGC. The PBGC is the government agency that guarantees certain types of benefits under covered plans.

Who is the agent for service of legal process?

The agent for service of legal process is:

Director of Employment Policy and Practice
Research Foundation of The City University of New York
230 West 41st Street, 7th Floor
New York, NY 10036-7207

What are my rights under the law?

Participants in this Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

- **Receive Information About Your Plan and Benefits**

Examine, without charge, at the administrator's office all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain upon written request to the administrator copies of documents governing the operation of the Plan and 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 administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement advising you of the amount of funds accumulated to provide benefits at normal retirement age if your participation in the Plan stops now.

- **Prudent Action by Plan Fiduciaries**

ERISA sets forth the duties of the people who are responsible for the operation of this Plan. The people who operate the Plan have a duty to do so prudently and in the interest of the participants and beneficiaries. No one, including the Institution, may discharge or otherwise discriminate against participants in any way to prevent them from obtaining benefits to which they are entitled under the Plan or exercising their rights under ERISA.

- **Enforce Your Rights**

If an application for benefits under the Plan is denied in whole or in part the participant or beneficiary must receive a written explanation of the reasons for the denial. Participants have the right to have the administrator review and reconsider denied claims on eligibility, participation, contributions or other aspects of the operation of the Plan and to have the insurance company or custodian review and reconsider denied claims under their contracts. Under ERISA, participants may take steps to enforce these rights. For example, if a participant requests materials from the Plan and does not receive them within 30 days, he or she may file suit in a federal court. In such case, the court may require the administrator to provide the materials and pay the participant up to \$110 a day until he or she receives the materials, unless the materials were not sent due to reasons beyond the control of the administrator. If a claim for benefits is denied or ignored, in whole or in part, the participant may file suit in a state or federal court. If the administrator's responsibility to compute and remit Plan contributions is not discharged according to the terms of the Plan or if a participant is discriminated against for asserting ERISA rights, he or she may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the participant is successful, the court may order the person sued to pay these costs and fees. If the participant loses, the court may order him or her to pay these costs and fees, for example, if it finds the claim is frivolous.

- **Assistance With Your Questions**

Contact the administrator if you have any questions about this Plan. If you have any questions about this statement or about rights under ERISA, 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, 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.

APPENDIX A

Special Terms for TIAA-CREF Investment Options

This appendix describes additional distribution options that are available from certain TIAA-CREF investment options under the Plan. If your account is invested in these funds, you are entitled to the distribution options in this Appendix in addition to the options in the main body of this summary plan description.

How do the TIAA-CREF retirement contracts work?

- **TIAA Traditional Annuity:** Contributions to the TIAA Traditional Annuity are used to purchase a contractual or guaranteed amount of future retirement benefits for you. Once purchased, the guaranteed benefit of principal plus interest cannot be decreased, but it can be increased by dividends. Once you begin receiving annuity income, your accumulation will provide an income consisting of the contractual, guaranteed amount plus dividends that are declared each year and which are not guaranteed for the future. Dividends may increase or decrease. For a recorded message of the current interest rate for contributions to the TIAA Traditional Annuity, call the Automated Telephone Service (ATS) at 1-800-842-2252. The ATS is available 24 hours a day, seven days a week.
- **CREF and the TIAA Real Estate Account:** You have the flexibility to accumulate retirement benefits in any of the CREF variable annuity Accounts approved for use under the Plan, as indicated above and the TIAA Real Estate Account. Each account has its own investment objective and portfolio of securities. Contributions to a CREF Account and the TIAA Real Estate Account are used to buy accumulation units, or shares of participation in an underlying investment portfolio. The value of the accumulation units changes each business day. You may also choose to receive annuity income under any of the CREF Accounts and the TIAA Real Estate Account. There is no guaranteed baseline income or declared dividends when you receive annuity income from these accounts. Instead, your income is based on the value of the annuity units you own, a value that changes yearly, up or down. For more information on the CREF Accounts, you should refer to the CREF prospectus. For more information about the TIAA Real Estate Account, refer to the TIAA Real Estate Account prospectus.
- **TIAA-CREF Mutual Funds:** You have the flexibility to accumulate retirement benefits in any of the TIAA-CREF mutual funds approved for use under the Plan, as indicated above. Each fund has its own investment objective and portfolio of securities. Contributions to a TIAA-CREF mutual fund are used to buy Retirement Class shares of the Institutional Mutual Funds-Retirement Class. The value of the shares changes each business day. You may also choose to transfer funds and receive annuity income under any of the TIAA-CREF mutual funds. For more information on the TIAA-CREF mutual funds, you should refer to the prospectuses.

For a recorded message of the latest accumulation unit values for the CREF Accounts and the TIAA Real Estate Account, the latest share prices for TIAA-CREF mutual funds, as well as the seven-day yield for the CREF Money Market Account, call the ATS at 1-800-842-2252. The recording is updated each business day.

Are there limitations on transferring TIAA-CREF accumulations?

TIAA Traditional Annuity accumulations may be transferred to any of the CREF Accounts and the TIAA Real Estate Account or the TIAA-CREF mutual funds through the Transfer Payout Annuity (TPA). Transfers will be made in substantially equal annual amounts over a period of 10 years. Transfers made under the TPA contract are subject to the terms of that contract. The minimum transfer from the TIAA Traditional Annuity to a variable annuity account or a mutual fund is \$10,000 (or the entire accumulation if it totals less than \$10,000). However, if your total TIAA Traditional Annuity accumulation is \$2,000 or less, you can transfer your entire TIAA Traditional Annuity accumulation in a single sum, as long as you do not have an existing TIAA TPA contract in force but TIAA-CREF reserves the right to limit transfer frequency.

Transfers from the TIAA Real Estate Account are currently limited to once per calendar quarter. TIAA-CREF reserves the right to limit the frequency on transfers of TIAA-CREF accumulations.

Are there additional payout options for TIAA-CREF retirement contracts?

If your Plan account is invested in TIAA-CREF investment options, you may be subject to additional payout options and limitations. please review your TIAA-CREF investment contract(s) before requesting a distribution and contact TIAA-CREF's National Contact Center at 1 800 842-2252 for additional information if you have questions regarding your distribution options.

- Interest-Only Option. Subject to your spouse's rights to survivor benefits, TIAA participants between ages 55 and 69½ with a TIAA Traditional Annuity accumulation of at least \$10,000 may elect the TIAA Interest Payment Retirement Option (IPRO) under which you will receive monthly payments equal to the interest (guaranteed plus dividends) that would otherwise be credited to your TIAA Traditional Annuity. Payments will be made at the end of each month. Your accumulation is not reduced while you are receiving interest payments.

Payments under the IPRO will consist of the contractual interest rate (currently 3 percent), plus dividends as declared by TIAA's Board of Trustees. Dividends are declared each March for the following 1-month period and are not guaranteed after the 12-month period has expired. If you elect the IPRO, these rates will be used to determine your monthly payment rather than be credited to your annuities.

Interest payments made under the IPRO must continue for at least 12 months. Once you start receiving interest income payments, you must continue receiving them until you begin receiving your accumulation under an annuity income option. Usually, you may delay beginning your annuity income benefits as late as permitted under federal law. When you do begin annuity income from your TIAA Traditional Annuity accumulation, you may choose any of the lifetime annuity income options available under your TIAA contract.

If you die while receiving interest payments under the IPRO, your beneficiary will receive the amount of your starting accumulation, plus interest earned but not yet paid. If

you die after you've begun receiving your accumulation as an annuity, your beneficiary will receive the benefits provided under the annuity income option you've selected.

- Small Sum Payments from GRAs. If you are fully vested, and subject to your spouse's rights to survivor benefits, you may receive your TIAA Traditional Group Retirement Annuities (GRAs) accumulation in a single sum with no surrender charge provided you have terminated employment. In addition, all of the following conditions must also apply at the time you make your request for a "small sum" payment: (i) your total TIAA Traditional Annuity GRA accumulation is \$5,000 or less, and you must request 100% of the TIAA Traditional accumulation; and (ii) You don't have a TIAA Transfer Payout Annuity (TPA).

This right is in addition to the right you have to receive a cash withdrawal of your TIAA Traditional accumulation within 120 days of your termination of employment.

- Partial Lump Sum. Subject to your spouse's rights to survivor benefits, you may receive a portion of your income in a single sum after termination of employment if you choose the Retirement Transition Benefit option. This option lets you receive a one-sum payment of up to 10 percent of your TIAA and CREF accumulations at the time you start to receive your income as an annuity. The one-sum payment cannot exceed 10 percent of each account's accumulation then being converted to annuity payments.
- Fixed Period Installments. Subject to your spouse's rights to survivor benefits, you may receive your benefit in installments over a fixed period, but only from CREF and TIAA Real Estate. The fixed-period option pays you income over a fixed period between five and 30 years for TIAA Traditional Annuity accumulations and two and 30 years for CREF and TIAA Real Estate Account accumulations. At the end of the selected period, all benefits will end. If you die during the period, payments will continue in the same amount to your beneficiary for the duration.

Tax law requires that the period you choose not exceed your life expectancy or the joint life expectancy of you and your beneficiary.

- Cash Withdrawals from TIAA-CREF Accounts. You may receive 100 percent of the total TIAA-CREF accumulations that are available as cash from your retirement annuity or custodial account after you have terminated employment.

A cash withdrawal of TIAA Traditional Annuity accumulations is subject to a 2.5% surrender charge and must be made within 120 days of termination of employment. There is no surrender charge or time limit on withdrawals of CREF and TIAA variable annuity or TIAA-CREF mutual fund accumulations.

You can elect to receive your cash withdrawals of CREF and TIAA variable annuity and TIAA-CREF mutual fund accumulations through a series of systematic payments using TIAA-CREF's Systematic Withdrawal Service. This service allows you to specify the amount and frequency of payments. Currently, the initial amount must be at least \$100 per account. Once payments begin, they will continue for the period you specify. You

can change the amount and frequency of payments as your needs dictate. There is no charge for this service.

- Additional Payment Options for Beneficiaries if You Die Before Commencing Benefits. If all or a portion of your account is invested in TIAA Traditional Annuity, your beneficiary is entitled to income for a fixed period of not less than five nor more than 30 year. If all or a portion of your account is invested in CREF and TIAA Real Estate Account, your beneficiary is entitled to income for a fixed period of not less than two nor more than 30 years. However, in either case, the period selected cannot be longer than the life expectancy of the beneficiary.