

SUMMARY PLAN DESCRIPTION
FOR THE
CASE WESTERN RESERVE UNIVERSITY FACULTY AND
KEY ADMINISTRATIVE EMPLOYEES' RETIREMENT PLAN (PLAN A)

Effective Date of this Summary Plan Description: July 1, 2008

THIS SUMMARY OF THE CASE WESTERN RESERVE UNIVERSITY FACULTY AND KEY ADMINISTRATIVE EMPLOYEES' RETIREMENT PLAN (PLAN A) IS FOR YOUR GENERAL INFORMATION ONLY. IT HIGHLIGHTS THE MAIN FEATURES OF THE PLAN BUT IT DOES NOT COVER ALL OF THE DETAILS OF THE PLAN. THE OFFICIAL PROVISIONS OF THE PLAN ARE THE ONES WHICH WILL CONTROL IN THE EVENT THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THE PLAN PROVISIONS AND THIS SUMMARY. A COPY OF THE OFFICIAL PLAN DOCUMENT IS AVAILABLE FROM THE PLAN ADMINISTRATOR FOR YOUR INSPECTION UPON YOUR REQUEST.

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This document summarizes the provisions of the Case Western Reserve University Faculty and Key Administrative Employees' Retirement Plan (Plan A) (the "Plan") established by Case Western Reserve University (the "University"). Under the Plan, there are two methods of funding: (1) individual annuities from the Teachers Insurance and Annuity Association ("TIAA") and/or the College Retirement Equities Fund ("CREF"); and (2) a custodial account agreement with the Vanguard Group of Investment Companies ("Vanguard") (the "funding methods" or "funding agencies"). Participants in the Plan are permitted, during any month, to elect the funding method to be utilized beginning the first of the next month, until changed. However, only one change in funding method is permitted each Plan Year. This booklet, together with any other booklet provided from or with regard to TIAA and/or CREF, or Vanguard, and/or the investment options thereunder, as applicable, describes in general terms the Plan in effect on July 1, 2008 and replaces any Summary Plan Description and Summaries of Material Modifications distributed to you earlier. With respect to the funding method you have selected (e.g., TIAA and/or CREF, Vanguard), you should have previously received information describing the rules, procedures and other descriptive matter covering the investment vehicles associated with that funding method. If you have lost this information, a replacement may be obtained by contacting the Plan Administrator or its representative. While this booklet describes your benefits, it is only a summary. Any decisions regarding your benefits will be based upon the full Plan document in effect. Your benefits will be based upon the provisions of the Plan in effect at your retirement, your severance from employment or other commencement of benefit distributions. If you have any questions about the Plan, the Plan document itself is available for your examination at the office of the Plan Administrator or its representative, or you may contact Benefits Administration at (216) 368-6781.

Please read this booklet carefully. Many new terms are used in this booklet to explain the Plan. The meaning of these terms can be found throughout this booklet. For example, you, and each employee of the University who participates in the Plan, are sometimes referred to as a Participant and any discussion about a Participant would apply to you.

1. What is the purpose of the Plan?

The Plan is a major element of the University's benefit program. It provides a retirement resource from the University and is designed to build your long-term security. The Plan also provides a systematic and advantageous method of saving and investing for eligible employees. The combination of the Plan, Social Security and your personal savings will provide you with valuable resources to meet your needs in retirement.

2. When did the Plan go into effect?

The Plan became effective as of January 1, 1969, and has been amended from time to time. This Summary Plan Description reflects all Plan amendments in July 1, 2008.

3. Who is eligible to participate?

You are eligible to participate under the Plan if you have submitted the required application for participation and you meet all of these requirements:

a. You have attained 21 years of age and completed one Year of Service either with the University or at another not-for-profit eleemosynary institution, such as a college, university, or hospital, which performs or offers the same type of services as the University, as determined and approved by the Retirement Committee on a uniform, consistent and nondiscriminatory basis; and

b. You are employed by the University as a:

(1) Professor, associate professor, assistant professor, senior instructor, or instructor with qualifications for professorial rank as determined by the appropriate faculty body and are a regular member of the University Faculty as specified in the Faculty Handbook in effect at the time you become eligible for participation under subsection a above; or

(2) Research faculty who are special faculty; or

(3) Senior research associate or professional librarian; or

(4) President of the University, Provost or Vice President of the University or a salaried staff member whose position is exempt under the United States Fair Labor Standards Act and whose job is assigned a salary grade of 18 or above on the University's staff salary plan; or

(5) Lecturer or a visiting faculty member (of any rank) with an appointment of nine months or longer and are in the second or subsequent Year of Service; and

c. The University is not making contributions to the Case Western Reserve University Employees' Retirement Plan B for you; and

d. You were not receiving on January 1, 1969, a retirement benefit under any plan replaced by the Plan.

You are also eligible to participate in the Plan solely with respect to voluntary salary reduction contributions if you are a Participant, or are eligible to become a Participant upon completion of the service requirement for participation.

A Year of Service for purposes of participation means a period of 12 continuous months beginning on the date you first perform an Hour of Service for the University and each anniversary thereafter during which you work at least 975 Hours of Service.

An Hour of Service means each hour for which you are directly or indirectly paid or entitled to payment from the University even if you did not actually perform duties for the University during that period of time (e.g., due to vacations, holidays, approved leaves of absence due to maternity or paternity, other approved leaves of absence, illness, layoff, jury duty, incapacity (including disability)). This term also includes hours during paid leaves of absence and hours awarded or agreed to by the University for back pay.

4. How do I become a Participant?

You will become a Participant as of the first day of the month coincident with or next following completion of the eligibility requirements described in Question and Answer 3, provided you have completed the required application.

Your participation in this Plan will cease upon your severance from employment for any reason other than an approved leave of absence (including unpaid leave of absence) or disability. If you experience a severance from employment, upon reemployment you will be subject to the following rules:

If you were a Participant prior to your reemployment, you will become a Participant in the Plan on the date of your reemployment provided you still satisfy the applicable eligibility criteria.

If you were not a Participant prior to your reemployment, you will become a Participant upon completing a Year of Service after your reemployment. For purposes of determining your eligibility to participate in the Plan, a Year of Service shall begin on the date on which you complete an Hour of Service following your reemployment.

5. How is the Plan administered?

The University is the "Plan Administrator."

The University has delegated the responsibility for administering the Plan to a committee (the "Retirement Committee") appointed by its Board of Trustees. The Plan Administrator and the Retirement Committee have the sole and absolute discretionary authority to construe and interpret the terms of the Plan, this Summary, and all other documents bearing or impacting on the Plan or its administration. The Retirement Committee may appoint a designee to represent it with respect to any or all of its administrative duties under the Plan.

6. What is the year of the Plan?

The Plan Year begins on July 1, and ends on June 30, of each year. The Plan's records are maintained on the basis of that fiscal year.

7. Am I allowed to make contributions to this Plan?

Yes, you may elect to reduce your wages for contributions to your supplemental retirement account under the Plan. In order to make contributions to the Plan, you must enter into a salary reduction agreement with the University whereby you agree to have your salary reduced and the University agrees to contribute the amount by which your salary is reduced to the Plan.

You may enter into a new salary reduction agreement effective on the first business day of any subsequent Plan Year for the purpose of changing the amount of the reduction in your compensation. A salary reduction agreement shall be irrevocable with respect to amounts earned while it is in effect, but may be revoked at any time with respect to amounts not yet earned. You may prospectively change the amount of your salary reduction contributions once per calendar quarter. A salary reduction agreement shall remain in effect until it is revoked, expires by its terms or upon your severance from employment from the University.

8. How much does the University contribute to this Plan each year?

For each Plan Year, the University makes contributions to the Plan on behalf of each Participant at the rate of 8% of the Participant's annual compensation up to 50% of the Social Security wage base for the calendar year in which the Plan Year begins and 12% of the Participant's annual compensation in excess of 50% of the Social Security wage base (the Social Security wage base for the Plan Year beginning July 1, 2008 is \$102,000). The University contributions shall be made concurrently with each Participant's pay period.

For purposes of the Plan, "compensation" is the annualized cash compensation, including summer salary, that is to be paid or is payable as salary in respect of your service to the University, for faculty members as stated by faculty appointment letter or salary authorization and for staff members as stated by the notification of approved annual salary, including your salary reduction contributions to this Plan and any Code Section 125 "cafeteria plan" maintained by the University, but excluding consulting fees, professional fees, honorariums, or monies paid over and above your annual appointment compensation or salary. Notwithstanding the foregoing, with respect to an employee who is a regular member of the University Faculty as specified in the Faculty Handbook currently in effect, compensation shall include summer salary.

For the Plan Year beginning July 1, 2008, the Plan will not recognize annual compensation in excess of \$230,000. This amount will be adjusted in future years for cost of living increases.

University contributions will commence when you commence participation in the Plan and will cease upon the earliest of the date of your death, retirement, other severance from employment, or failure to satisfy the Plan's eligibility requirements (described in Question and Answer 3 above). You will continue to receive, and may continue to make, contributions to the Plan while you are on a paid leave of absence.

The funding agencies will maintain an account or accounts in your name showing the balance of your University contributions, your salary reduction contributions, and the earnings thereon. All of the contributions made to your account(s) are fully vested and nonforfeitable.

9. What limitations are placed on contributions to the Plan?

Federal law limits the amount of contributions that may be made to the Plan on your behalf. This limitation may mean that you cannot contribute as much to the Plan as you would like or that a portion of the amount of your salary reduction contributions for a Plan Year will be required to be returned to you. Generally, you may contribute up to \$15,500 of your compensation to the Plan. In addition, if you have attained age 50 before the close of a particular Plan Year, you will also be eligible to make up to \$5,000 in catch-up contributions. These amounts may be adjusted periodically for cost of living increases. The University will inform you of how you are affected if these legal limitations are exceeded during a Plan Year.

There is also a cumulative maximum contribution limitation among the retirement plans of the University which the University will monitor. You will be advised if you are affected by the cumulative contribution limitation.

10. What happens to contributions to this Plan?

All Participants must elect the funding of their benefits under the Plan in TIAA-CREF or Vanguard in accordance with the rules and procedures for participant investment direction established by the Retirement Committee. Participants make the election in their applications for participation in the Plan. This election may be changed by a Participant during any month to be effective as of the first day of the following month by an election in a manner acceptable to the Retirement Committee or the funding agency, as applicable. A Participant may not make more than four changes during each calendar year.

A Participant may elect during any calendar month to transfer all of the assets in a TIAA-CREF supplemental retirement account or in the Plan's approved CREF accounts to another funding method or to transfer all of the assets in a funding method to a TIAA-CREF supplemental retirement account, TIAA retirement annuities or among approved CREF accounts. The transfer will be executed only if the funding method to which the Participant requests that the funds be transferred is included as an alternate funding method in the recent listing of funding methods that has been provided by the University to TIAA-CREF and acknowledged in writing by TIAA-CREF. The transfer will be made upon receipt by the Retirement Committee and TIAA-CREF or the funding agency to which the transfer is to be made, of such documents that may be required to effect the transfer. A Participant may not transfer between any two funding methods more than once each calendar year.

Each Participant under TIAA-CREF may elect to allocate the sum of the Participant's and the University's retirement contributions from none to 100% among one or more of the available funds in any whole number percentage in the manner permitted by the funding agency and authorized by the University from time to time. Any election by a Participant under this paragraph will remain in effect until a new election is made. The University has the right to determine the investment choices available, and will, from time to time, communicate to Participants those investment choices which are authorized.

The Plan is intended to be a "Section 404(c) Plan" under ERISA and Labor Regulations Section 2550.404c-1.

11. Does the Plan accept rollover contributions from other retirement plans ?

Yes, the Plan accepts rollover contributions from other retirement plans assuming that such plan is an “eligible retirement plan” (as defined under the Plan), the Retirement Committee agrees to accept such contribution, the rollover is made in the form of cash only, and the rollover occurs within 60 days of the Participant’s receipt of the distribution from such eligible retirement plan. The Retirement Committee or its designee may require certain documentation in order to effectuate the rollover contribution. In no event shall the Plan accept any part of a rollover distribution that includes after-tax contributions, or is from a Roth elective deferral account or a Roth IRA.

12. What happens to my account if I experience a severance from employment ?

Once you become a Participant in the Plan, you will always be 100% vested in any salary reduction contributions made to your supplemental retirement account. You also are always 100% vested with respect to the contributions the University makes on your behalf under the Plan.

13. What are the general limitations on benefit distributions?

Generally, the benefits, options, and conditions, including available distribution forms and timing thereof, will be those provided by the funding agency. To the extent required for the administration of this Plan, the terms of the funding method in effect with respect to the Participant’s account under the Plan, as currently in effect or as hereafter modified or amended, are hereby fully incorporated herein by reference. However, the following distribution rules take precedence over any contrary provision in any agreement with any funding agency.

Your account balance will be retained and kept invested until you die, suffer a permanent and total disability, attain normal retirement age and experience a severance from employment, experience a severance from employment for any other reason, or otherwise become eligible for a distribution and the Retirement Committee receives your application for a benefit.

Federal law requires that your account balance be distributed in the form of a qualified joint and survivor annuity (if you are married), or a single life annuity (if you are not married); the law also requires that the annuity payments will begin when you reach your normal retirement age. A qualified joint and survivor annuity is a monthly benefit paid for your life, with a survivor’s benefit paid after your death for the life of your spouse (assuming you die first). Depending upon your benefit election at retirement, the survivor’s benefit will be between 50% and 100% of the annuity amount payable during your lifetime. Because a qualified joint and survivor annuity provides benefits for two lives, the monthly payment under this option will generally be less than the payment under an annuity for your life alone. A single life annuity is a monthly benefit guaranteed by an insurance company and payable throughout your life.

However, you do not have to receive your Plan benefits in the “legally required” form. You may elect a different form of benefit at any time within the 180-day period preceding the date your benefits are scheduled to begin to be distributed by making a written election and waiving your legal right to the “legally required” form. This election and waiver will be effective only if your spouse, if any, consents in writing and the consent is witnessed by a Plan representative or a notary public. You may revoke the waiver of the assumed annuity form at any time, and any number of times, prior to the commencement of the distribution of your benefits. The Retirement Committee will provide you with a general description of the qualified joint and survivor annuity and the single life annuity, the circumstances under which each will be paid if you (and your spouse, if applicable) elect not to take the annuity, the available optional forms of benefit, and a general explanation of the available optional forms of benefit.

If you, and your spouse, if any, properly waive the qualified joint and survivor annuity or the single life annuity, whichever is applicable, you will be able to choose among the optional forms of benefit offered by the funding agency where your accounts are invested.

Generally, distributions must begin by April 1 of the calendar year following the later of (i) the calendar year in which you attain age 70-1/2 or (ii) the calendar year in which you retire. In addition, distributions made prior to age 59-1/2 and not payable in annuity form may be subject to a 10% penalty tax on "early distributions."

At the time you are eligible to receive a distribution from the Plan, you will be given the opportunity to have any "eligible rollover distribution" of Plan benefits of at least \$200 rolled over directly to another eligible tax-qualified retirement plan or an IRA. IF YOU DO NOT CHOOSE A DIRECT ROLLOVER OF ANY PAYMENT FROM THE PLAN THAT QUALIFIES AS AN "ELIGIBLE ROLLOVER DISTRIBUTION," THE PLAN IS REQUIRED BY LAW TO WITHHOLD FEDERAL INCOME TAX AT THE RATE OF 20% OF THAT AMOUNT, AND PAY IT OVER TO THE FEDERAL GOVERNMENT. Distributions of benefits to a Participant under the Plan are "eligible rollover distributions" except for payments that are a part of a series of equal (or almost equal) payments that are made at least once a year and that will last for the Participant's lifetime, the Participant's and beneficiary's lifetimes or a period of ten years or more. Also, required minimum plan distributions after you reach age 70-1/2 may not qualify as "eligible rollover distributions."

In addition, as permitted by Code Section 402(c)(11), IRS Notice 2007-7 and other applicable guidance), a direct rollover of an "eligible rollover distribution" includes a direct trustee-to-trustee transfer of any portion of a distribution from this Plan made to an individual retirement plan described in Code Section 408(a) or (b) (collectively, an "IRA") that is established for the purpose of receiving a direct rollover made on behalf of a designated beneficiary who is not your spouse ("non-spouse designated beneficiary"). A direct rollover on behalf of a non-spouse designated beneficiary must satisfy all the requirements to be an "eligible rollover distribution" other than the requirement that the distribution be made to the Participant or the Participant's Spouse. If a non-spouse designated beneficiary elects a direct rollover, and the amount satisfies the requirements to be an "eligible rollover distribution," the amount directly rolled over is not includible in gross income in the year of the distribution.

14. When are benefits payable and how will I receive my benefits?

Normal and Late Retirement. Subject to the provisions of Question and Answer 12, a Participant who retires at his Normal Retirement Date will, upon filing the application prescribed by the Retirement Committee, be entitled to receive a distribution of his or her account in accordance with the terms of the distribution provisions of the funding method in effect with respect to the Participant's account under the Plan. A Participant who continues to be employed by the University after his or her Normal Retirement Date shall retain all rights and privileges to participate in the Plan until his actual severance from employment.

Death. Subject to the provisions of Question and Answer 12, if a Participant dies before his or her annuity starting date, the Participant's beneficiary will be entitled to receive the undistributed portion of the Participant's account. Upon the death of a Participant after his or her annuity starting date, the death benefit, if any, will be governed by the provisions of the funding method in effect with respect to the Participant's account under the Plan.

Disability Retirement. Subject to the provisions of Question and Answer 12, a Participant who becomes disabled may retire prior to Normal Retirement Date and, upon filing the application prescribed by the Retirement Committee, be entitled to receive his or her account in

accordance with the terms of the distribution provisions of the funding method in effect with respect to the Participant's account under the Plan; or, if such disabled Participant is a beneficiary of any insured program which continues the contributions to the Plan on his behalf because of the disability, the Participant may continue as a Participant (although no longer in the service of the University) until such time as he or she elects to receive his benefit. All determinations of disability will be made by the Retirement Committee in accordance with rules and procedures established by the Retirement Committee for such purpose.

Other Severance Before Normal Retirement Date. Subject to the provisions of Question and Answer 12, each Participant who experiences a severance from employment prior to his or her Normal Retirement Date for any reason other than disability retirement or death will, upon filing the application prescribed by the Retirement Committee or its designee, be entitled to receive a distribution of his or her account in accordance with the terms of the distribution provisions of the funding method in effect with respect to the Participant's Account under the Plan.

Phased Retirement Distribution. Effective July 1, 1992, any Participant who is enrolled in and subject to the terms and conditions of the University's phased retirement program and attains the age of 59½ may begin distribution from his or her account in the manner permitted by the funding agency; provided, however, if the Participant is married, the Participant's spouse must first consent to the waiver of the qualified joint and survivor annuity or the pre-retirement survivor annuity, or both. The terms and conditions of the University's phased retirement program may be modified, and the program itself terminated, at any time in the sole discretion of the University.

TIAA-CREF Administrative Policies

Repurchase. TIAA and CREF retirement annuities generally do not provide for loans or cash surrender and cannot be transferred or assigned. However, under certain circumstances, in the event a Participant experiences a severance from employment and requests that TIAA-CREF repurchase the Participant's retirement annuities, the University will approve the repurchase for payment in a single sum. Upon repurchase, the entire accumulation account attributable to Participant and University contributions will be payable by TIAA-CREF in a lump sum to the Participant, and amounts paid to the Participant on repurchase will be in full satisfaction of the Participant's and the Participant's spouse's rights to retirement or survivor benefits attributable to such amounts.

The Retirement Transition Benefit. The Retirement Transition Benefit permits a Participant to receive a one-time lump-sum payment of up to 10% of his or her accumulation account in TIAA and/or the CREF accounts, at the time annuity income begins; provided that the lump-sum payment from each TIAA contract and/or CREF Account does not exceed 10% of the respective accumulation account(s) then being converted to retirement income.

Lump-Sum Distribution. A Participant may, at any time before beginning retirement benefits, transfer CREF funds for the purpose of selecting a lump-sum distribution at retirement:

- a. among the Plan's approved CREF accounts; or
- b. to an approved funding method.

Participants can also transfer funds accumulated in a funding method to CREF, or to another funding method. Transfers must be in amounts of at least \$1,000 unless the amount in the account is less than \$1,000, in which case the entire amount will be transferred.

15. How will my benefits be computed?

The funding agencies periodically determine the total value of the accounts held thereunder. On those valuation dates, the value of each Participant's account balance is computed. This value will be the amount that is distributed to you (or your spouse and/or beneficiary) in any distribution made prior to the next valuation date.

16. What happens to my account if I die?

If you die before the payment of your Plan benefits has begun and you are married, your Plan account balance will be paid to your spouse in the form of a qualified preretirement survivor annuity. A qualified preretirement survivor annuity is an annuity which provides monthly benefits for the life of your spouse. Alternatively, your spouse may elect to receive the benefit in any of the optional forms available.

If you are not married, or if your spouse elects to waive the qualified preretirement survivor annuity, your account balance will be distributed in such available optional form of benefit that is elected or otherwise available to the beneficiary or beneficiaries you have designated.

17. How do I designate a beneficiary?

If you are not married, or if your spouse elects not to receive your account in accordance with the procedures established by the Retirement Committee, your account will be distributed to the beneficiary or beneficiaries you have designated. To designate a beneficiary, you must complete a beneficiary designation form. It is important to keep a current beneficiary designation on file at all times so that this important asset will be handled according to your wishes. The beneficiary designation form may be changed at any time.

18. What is a top-heavy plan and what special rules apply to a top-heavy plan?

Generally, a top-heavy plan is one in which the sum of all of the account balances of all employees who are officers of the University is more than 60% of the sum of the account balances of all of the employees covered under the Plan. A minimum contribution under the Plan may be required by the University for each year that the Plan is top heavy. Since the minimum required contribution, if any, will vary, you will need to consult with the Plan Administrator or the Retirement Committee concerning the minimum required contribution amount.

19. What remedy do I have if my benefits under the Plan are denied?

A claim for benefits may be filed with the Retirement Committee by you, by your duly authorized representative, or by your beneficiary. The Retirement Committee will review your claim and will notify you as to whether such claim has been granted or denied. If your claim is denied, you will receive a written notice explaining the reason(s) for the adverse benefit determination, and containing reference(s) to specific Plan provisions (or rules promulgated thereto) on which the adverse determination is based, a description of any additional material or information necessary for your claim to be perfected, an explanation of why such material or information is necessary, and a description of the Plan's review procedures, including the time limits applicable to such procedures and a statement of your right to bring a civil action under Section 502 of the ERISA following an adverse benefit determination upon review. You or your duly authorized representative may file with the Retirement Committee a written request for review of the denied claim within 60 days after you are notified of the denial.

The Retirement Committee will review your claim and, if it determines that you are still not entitled to the benefit claimed, it will offer you or your authorized representative the opportunity to

appear before the Committee, submit issues and comments in writing and review pertinent Plan documents. The Retirement Committee shall render a final written decision within 30 days of any such appearance. If upon review, an adverse benefit determination is made, you will receive a written notice stating: the specific reason or reasons for the adverse determination; reference(s) to the specific Plan provisions on which the benefit determination was based; 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; and a statement of your right to bring an action under Section 502(a) of ERISA.

20. What other rights do I have under the law?

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan Participants will be entitled to:

- (a) Examine, without charge, at the Plan Administrator’s office and at other specified locations, all Plan documents (including insurance contracts), and copies of all documents filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, such as detailed annual reports and Plan descriptions.
- (b) Obtain copies of all Plan documents, copies of documents governing the operation of the Plan and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary financial report.
- (d) Obtain, at least once a year, a statement of the total benefits accrued for you, and your nonforfeitable (vested) benefits. The Plan provides that you will receive this statement automatically.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit 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 your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

If your claim for a retirement benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that Plan 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 court costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor.

21. What other provisions are important to me?

(a) Nonalienation of Benefits. You cannot assign or encumber any of the benefits which you may expect to receive under the Plan, nor can any portion of your account be made subject to the claim of any creditor. However, under a qualified domestic relations order, all or a portion of the benefits payable to a Participant may be assigned to an alternate payee under procedures established by the Retirement Committee. These procedures will be available to a Participant upon the receipt by the Retirement Committee of a qualified domestic relations order. A qualified domestic relations order is any judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant, and is made pursuant to a state domestic relations law. In general, however, distributions to an alternate payee can be made under a qualified domestic relations order, regardless of whether your account is otherwise distributable.

(b) No Job Guarantee. Participation in the Plan does not confer upon you any right of continued employment.

(c) Amendment or Termination of Plan. The University expects to continue this Plan indefinitely. However, the University reserves the right to reduce or temporarily suspend contributions, or to amend or terminate the Plan, in whole or in part, at any time.

(d) No Statutory Insurance Coverage. Benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation because the Plan is an individual account plan not covered by the statutory insurance provisions.

IMPORTANT NAMES, ADDRESSES, AND OTHER INFORMATION

1. Plan Administrator
Case Western Reserve University
10900 Euclid Avenue
Cleveland, Ohio 44106-7020

Business Phone: (216) 368-6781
2. Agent for Legal Process:
(The Trustee and Plan Administrator also may be served.)
University Attorney
Case Western Reserve University
10900 Euclid Avenue
Cleveland, Ohio 44106-7020
3. Federal Tax ID Number: 34-1018992
4. Plan Identification Number: 002
5. Funding Agencies:
TIAA-CREF
730 Third Avenue
New York, New York 10017

The Vanguard Group of Investment Companies
Attention: Plan Number 90272
P.O. Box 1101
Valley Forge, Pennsylvania 19482