

UNIVERSITY SYSTEM OF NEW HAMPSHIRE
457(B) DEFERRED COMPENSATION PLAN
SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION TO YOUR PLAN

**ARTICLE I
PARTICIPATION IN THE PLAN**

Am I eligible to participate in the Plan?.....3
When am I eligible to participate in the Plan?4

**ARTICLE II
CONTRIBUTIONS**

What kind of Plan is.....

ARTICLE VI
IN-SERVICE DISTRIBUTIONS

Can I withdraw money from my account in the event of financial hardship?11
What conditions must I satisfy to receive a hardship distribution?.....11
Can I make a voluntary withdrawal?12

ARTICLE VII
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?12
Can I reduce or defer tax on my distribution?13

ARTICLE VIII
PROTECTED BENEFITS AND CLAIMS PROCEDURES

Is my benefit protected?13
Are there any exceptions to the general rule?14
Can the Plan be amended?14
What happens if the Plan is discontinued or terminated?14
How do I submit a claim for Plan benefits?14

eligibility conditions described in the next question. Then, you may elect to have your compensation reduced by a specific dollar amount, and have that amount contributed to the Plan as a salary deferral contribution.

If you are a member of a class of employees identified below, you are an Excluded Employee for purposes of the Plan. The Excluded Employees are:

union employees whose employment is governed by a collective bargaining agreement unless such collectiy.48 0 ii1TJ 9.56 02e0.004 Td ()Tc 0.a04 Tw -1.104 Tw -1 TmT> [(c)6

In addition to your deferrals, we may make an additional discretionary contribution to the Plan on your behalf.

How much may I contribute to the Plan?

As a participant, you may elect to defer a flat dollar amount of your regular budgeted compensation each year instead of receiving that amount in cash. If you are a participant who is subject to a severance arrangement, you may elect to defer from compensation paid in connection with such severance arrangement. However, your total deferrals in any taxable year may not exceed the lesser of (a) a dollar limit which is set by law, or (b) 100% of your compensation. The limit for 2018 is \$18,500. The limit will be reduced by any discretionary contribution made by your employer, if any. After 2018, the dollar limit may increase for cost-of-living adjustments. The Administrator will notify you of the maximum amount you may defer. The amount you elect to defer, and any earnings on that amount, will not be subject to income tax until it is actually distributed to you. However, the amount you defer is counted as compensation for Social Security taxes.

If you will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "age catch-up contributions") to the plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the plan. The maximum "age catch-up contribution" that you can make in 2016 is \$6,000. After 2016, the maximum may increase for cost-of-living adjustments.

Generally, if an annual dollar limit is exceeded, then the excess must be included in your income for the year. For this reason, it is desirable to request in writing that any such excess salary reduction amounts and "catch-up contributions" be returned to you.

If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan we maintain, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferral and any earnings to you by April 15th.

The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account. This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

May I "rollover" payments from other retirement plans?

At the discretion of the Administrator, provided you comply with administrative requirements established by the Administrator, once you become a participant you may be permitted to deposit into the Plan distributions you have received from other plans which are eligible deferred compensation plans as defined in Internal Revenue Code Section 457(b).

Such a deposit is called a "rollover" and may result in tax savings to you. You may ask your prior plan administrator or trustee to directly transfer (a "direct rollover") to this Plan all or a portion of any amount which you are entitled to receive as a distribution from a prior plan. Alternatively, if you received a distribution from an eligible deferred compensation plan as defined in Internal Revenue Code Section 457(b), you may elect to deposit any amount eligible for rollover within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is permitted and in your best interest.

Your rollover will be placed in a separate account.

ARTICLE III RETIREMENT BENEFITS

What benefits will I receive at normal retirement?

You will be entitled to all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits may generally not begin until you have terminated employment. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Age, you may generally defer the receipt of benefits until you actually retire. In such event, benefit payments will begin as soon as feasible following your retirement.

You will attain your Normal Retirement Age when you reach your 65th birthday. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Your Late Retirement Date is the date you choose to retire after first having reached your Normal Retirement Date.

What happens if I leave the Employer's workforce before I retire?

If your employment terminates for reasons other than death, disability or early or normal retirement, you will be entitled to receive only your "vested percentage" of your account balance. (See the question in this Article entitled "What is my vested interest in my account?".)

You may elect to have your vested benefit distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested benefit does not exceed \$5,000, a lump-sum distribution will be made to you within a reasonable time after you terminate employment regardless of whether you elect to receive it. (See the question in Article V entitled "How will my benefits be paid?" for a further explanation.)

What is my vested interest in my account?

You are always 100% fully vested in amounts credited to your accounts under the Plan.

As a veteran, will my military service count as service with the Employer?

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask your Administrator for further details.

**ARTICLE V
DEATH BENEFITS**

What happens if I die while working for the Employer?

If you die while still employed by us, then 100% of your account balance will be used to provide your beneficiary with ~~tc 0 with 0.010 (GEP) 4 (0% I (Cm) 0 (0% I r? n 4 (8 (D c T 8 2 3) H j i 4 0.008 T)) 0 203~~

proof of your death. If your beneficiary dies before completion of such payments, the remaining balance of your account shall be paid to your beneficiary's estate.

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

If you terminate employment with us and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

**ARTICLE VI
IN-SERVICE DISTRIBUTIONS**

Can I withdraw money from my account in the event of unforeseeable emergency?

Yes, if you satisfy certain conditions. An unforeseeable emergency distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. You will be required to demonstrate the existence of an unforeseeable emergency requiring you to satisfy an immediate and heavy financial need. The determination as to the existence of an unforeseeable emergency and the manner of withdrawal will be made by the Administrator in accordance with applicable regulations.

What conditions must I satisfy to receive an unforeseeable emergency distribution?

An unforeseeable emergency must be a severe financial hardship suffered by you and resulting from

an illness or accident of you, or your spouse, or your dependent (as defined in Code Section 152(a));

loss of your property due to casualty (including the need to rebuild a home def4j 0.47 0 in

spouse or a dependent (as defined in Section 152(a)) may also constitute an unforeseeable emergency. The purchase of a home or the payment of college tuition will not constitute unforeseeable emergencies under the Plan.

A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of your assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

Distributions because of the unforeseeable emergency must be limited to bPli(s)-5(u)-4(198c Td ()Tj -0

Can I reduce or defer tax on my distribution?

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) The rollover of all or a portion of the

Are there any exceptions to the general rule?

There are two exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain, without charge, a copy of the QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURE from the Administrator.

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

Can the Plan be amended?

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

What happens if the Plan is discontinued or terminated?

Although we intend to maintain the Plan under ERISA (We reserve the right to terminate the Plan at any time.)

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, eit(w4(ill(b)2(e)]TJ 0 Tc 0 7

(d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

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

The Administrator will provide you with written or electronic notification of the benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of that extension shall be provided to you within 60 days of the date of the denial.

Sponsor/Administrator Information

University System of New Hampshire
5 Chenell Drive, Suite 301
Concord, New Hampshire 03301

Telephone Number: 603-862-0943

- (1) Sponsor's Employer Identification Number: 02-6000937
- (2) Sponsor's fiscal year end: June 30th
- (3) Type of governmental entity/instrumentality: Educational
- (4) Applicable State Law: New Hampshire

The term "Sponsor" includes the following eligible employers (as defined in IRC Section 457(e)(1))

University System of New Hampshire
The University of New Hampshire Foundation, Inc.
University of New Hampshire Alumni Association, Inc.

Administrator Information

The Sponsor appoints the Administrator. If no Administrator has been appointed, the Sponsor serves as Administrator. The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan, although this responsibility is generally delegated to the Vendor and the delegated responsibilities of the Administrator are generally performed by the Vendor (see the paragraph titled Vendor and Trustee Information). For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate (ed

The Plan uses the services of two Vendors, Fidelity and TIAA. The trust fund or contract arrangements established by those Vendors will be the funding medium used for the accumulation of assets from which benefits will be distributed.

The name and address of the Plan's