

**SUMMARY PLAN DESCRIPTION
FOR THE
UNIVERSITY OF NOTRE DAME
TAX-DEFERRED ANNUITY PLAN**

July, 2003

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. ELIGIBILITY UNDER THE PLAN	1
III. PARTICIPATION IN THE PLAN	1
IV. CONTRIBUTIONS TO THE PLAN	2
V. CONTRIBUTION LIMITS	2
VI. VESTING.....	3
VII. YOUR INVESTMENT OPTIONS.....	3
VIII. DISTRIBUTIONS FROM THE PLAN	6
IX. FORMS OF PAYMENT.....	8
X. LOAN PROVISIONS.....	9
XI. DEATH BENEFITS	11
XII. INFORMATION REGARDING YOUR ACCOUNTS	12
XIII. ROLLOVERS OF PLAN DISTRIBUTIONS AND WITHHOLDING REQUIREMENTS	13
XIV. REQUESTS FOR INFORMATION AND OTHER CLAIMS PROCEDURES	13
XV. AMENDMENT AND TERMINATION	14
XVI. STATEMENT OF ERISA RIGHTS	14
XVII. GENERAL INFORMATION.....	16
XVIII. CAUTION.....	17

**UNIVERSITY OF NOTRE DAME
TAX-DEFERRED ANNUITY PLAN
SUMMARY PLAN DESCRIPTION**

I. INTRODUCTION

The University of Notre Dame du lac (the "University") established a supplementary retirement savings program known as the University of Notre Dame Tax-Deferred Annuity Plan (the "Plan") on January 1, 1974. The Plan was most recently amended and restated effective January 1, 2002, and further amended effective January 1, 2003. The Plan operates under Section 403(b) of the Internal Revenue Code and provides eligible employees with the opportunity to accumulate additional retirement income. Contributions are invested, at the election of Plan participants, in one or more investment vehicles offered by the current Fund Vendors: the Teachers Insurance and Annuity Association ("TIAA"), the College Retirement Equities Fund ("CREF"), Fidelity Investments Tax Exempt Services Co. ("Fidelity") and the Vanguard Group ("Vanguard").

This Summary Plan Description sets forth the provisions of the Plan, as amended and restated effective January 1, 2002, and further amended effective January 1, 2003.

II. ELIGIBILITY UNDER THE PLAN

Only "Eligible Employees" can participate in the Plan. Generally, you are an Eligible Employee if you are a common-law employee of the University. You are also an Eligible Employee if you are a member of a religious order (other than a member of the Indiana Province of the Congregation of the Holy Cross) and you or your order elect to participate in the Plan, or if you are a member of the Indiana Province of the Congregation of the Holy Cross and your order elects to participate in the Plan; provided, however, that you have not taken a vow of poverty, and, therefore, do not receive a Form W-2 from the University. However, you are not an Eligible Employee if your employment is incidental to your educational program or you are a leased employee.

III. PARTICIPATION IN THE PLAN

Elective Participant Contributions. Participation in the Plan is completely voluntary. If you wish to contribute to the Plan, you may begin making Elective Participant Contributions at any time following your employment with the University. You must agree to contribute at least \$10 per month to participate.

Enrollment in the Plan. You will need to complete a salary reduction form and an application form with TIAA-CREF, Fidelity and/or Vanguard. Forms are available in the University's Office of Human Resources and on the Human Resources web site. The forms should be completed prior to the start of the pay period you wish to begin making Elective Participant Contributions to the Plan.

Paid Leaves Of Absence. During a paid leave of absence, your Elective Participant Contributions will continue based on your salary then being paid by the University.

Termination of Participation. You will no longer be a Participant upon distribution of your entire interest in the Plan. In addition, you will not be eligible to make contributions to the Plan if your employment status changes such that you are no longer an Eligible Employee.

IV. CONTRIBUTIONS TO THE PLAN

Elective Participant Contributions. When you enroll in the Plan, you will indicate the dollar amount or the percentage of your "Regular Salary" you wish to have withheld from your pay each pay period and contributed to the Plan. Elective Participant Contributions are withheld from your salary on a before-tax (salary reduction) basis. "Regular Salary" means the contractual or base salary paid to you by the University while you are a participant in the Plan that is included as wages on your Form W-2, plus amounts subject to a salary reduction agreement under Internal Revenue Code Section 125, 403(b) or 132(f). Summer payments, stipends, extra payments, supplemental amounts and retroactive adjustments made as a result of the University's 1996/97 Classification Review Project are not treated as Regular Salary, even though such payments may be reported as wages on your Form W-2.

Rollover Contributions. As an Eligible Employee, you may make a Rollover Contribution to the Plan of a distribution from another Code Section 403(b) plan, a qualified plan described in Code Section 401(a) or 403(a), a 457(b) plan sponsored by a State or a political subdivision of a State, or an IRA. After-tax employee contributions may not be rolled into the Plan. No Rollover Contribution to the Plan can be made unless the affected Fund Vendor, in its sole discretion, determines that the contribution satisfies all requirements under the Internal Revenue Code.

V. CONTRIBUTION LIMITS

Contributions to the Plan are limited by the Internal Revenue Code as follows:

Elective Deferrals. Generally, your "Elective Deferrals" cannot exceed the Code Section 402(g) limit. The general limit is \$12,000 in 2003, \$13,000 in 2004, \$14,000 in 2005, and \$15,000 in 2006. Thereafter, the Section 402(g) limit will be adjusted for cost of living.

Additionally, if you have completed 15 or more years of service with the University you may make catch-up Elective Deferrals in excess of the general limit up to the lesser of (i) \$3,000 over the general limit or (2) \$5,000 times your years of service with the University minus *all* of the Elective Deferrals you have made to the Plan in previous years; provided, however, that the maximum lifetime limit is \$15,000 for Elective Deferrals made under this special rule in excess of the general limit.

Finally, if you will be at least age 50 before the end of the calendar year, Code Section 414(v) permits you to make additional catch-up Elective Deferrals to the Plan above the general limit. You may contribute to the Plan an additional \$2,000 in 2003, \$3,000 in 2004, \$4,000 in 2005, and \$5,000 in 2006 in Elective Deferrals. Thereafter, this limit will be adjusted for cost of living.

"Elective Deferrals" include your Elective Participant Contributions to the Plan and any Elective Participant Contributions you make to the University of Notre Dame Defined

Contribution Retirement Plan for Faculty and Administrators ("NDFA Plan"). It also includes any contributions you make on a pre-tax, salary reduction basis to other retirement plans in which you participate, including plans maintained by other employers. If you contribute to a 401(k) plan, a Simplified Employee Pension, or another employer's 403(b) plan, it is important that you inform the University of such participation.

Total Contributions. The total of your University Contributions, Mandatory Participant Contributions, and Elective Participant Contributions to the NDFA Plan and your Elective Participant Contributions to this Plan cannot exceed the Code Section 415 limit. This limit is the lesser of \$40,000 (increased by cost of living) or 100% of your "includible compensation" (as defined in the Internal Revenue Code) received by you from the University during the calendar year.

Exceeding the Contribution Limits. You may experience adverse tax consequences if Plan contributions exceed the applicable contribution limits. If your Elective Deferrals to the Plan (and to any other retirement plan, if applicable) exceed the limit in any calendar year, the excess will be taxable to you both in the year the contribution was made and in the year of distribution unless you timely request to have the excess returned to you. To have the excess returned to you, you must notify the University and the Fund Vendor(s) of the excess before March 1 of the year following the year in which the excess Elective Deferral was made.

VI. VESTING

You are fully and immediately vested in all contributions including any earnings thereon made by you to the Plan.

VII. YOUR INVESTMENT OPTIONS

Directing the Investment of Plan Contributions. When you enroll in the Plan, you will be asked to choose what percentage of your Plan contributions you want to be invested with each of the available Fund Vendors. You may choose to invest your contributions with a single Fund Vendor, with some but not all of the Fund Vendors, or with all of the Fund Vendors, in any whole-number percentage. The University will determine the approved Fund Vendors from time to time and may add or delete Fund Vendors. The current Fund Vendors are the Teachers Insurance and Annuity Association ("TIAA"), the College Retirement Equities Fund ("CREF"), Fidelity Investments Tax Exempt Services Co. ("Fidelity") and the Vanguard Group ("Vanguard").

Each of the Fund Vendors may offer a number of different investment vehicles in which you can invest. As part of the enrollment process, you will need to choose how you want the Fund Vendor to invest your contributions. You may allocate your Plan contributions among the available investment vehicles in any whole-number percentage, including full allocation to any single investment vehicle.

Example: Assume your Regular Salary is \$38,000 a year and you elect to contribute 10 percent of your Regular Salary to the Plan. Your Elective Participant Contributions would be \$3,800 a year (10% of \$38,000). You would need to decide how to allocate the total contribution (\$3,800)

among TIAA-CREF, Fidelity and/or Vanguard. You can allocate the entire amount to one Fund Vendor, or you can allocate a percentage of the \$3,800 to each Fund Vendor, in whole number percentages. If you directed 50% (\$1,900) to TIAA-CREF and 50% to Fidelity, you would then need to decide which of TIAA-CREF's and Fidelity's investment vehicles to invest each \$1,900 in.

The University is responsible for ensuring that your investment directions with respect to allocation of your contributions between the Fund Vendors are followed. The Fund Vendors are responsible for ensuring that your investment directions with respect to allocation of your contributions among their respective investment vehicles are followed.

If you select TIAA-CREF as a Fund Vendor, you will specify the percentage of contributions to be directed to TIAA or CREF or both on the "Enrollment Form for TIAA-CREF Group Supplemental Retirement Annuity Certificates" when you begin participation. You may change your allocation of future contributions at any time thereafter by calling the Automated Telephone Service toll-free at 1-800-842-2252 or a representative at 1-800-842-2776 Ext. 4.

TIAA: Contributions to a TIAA Supplemental Retirement 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 payments from the Plan, your TIAA accumulation will provide an income consisting of the contractual, guaranteed amount plus dividends that are declared each year (which are not guaranteed for the future). Dividends may increase or decrease, but changes in dividends are usually gradual. For a recorded message of the current interest rate for contributions to TIAA, call 1-800-842-2252 toll-free.

CREF: You have the flexibility to accumulate retirement benefits in any of the CREF variable annuity accounts approved for use under the Plan. Each Account has its own investment objective and portfolio of securities. Contributions to a CREF 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. For more information on the CREF accounts, you should refer to the CREF prospectus. For a recorded message of the latest Accumulation Unit Values for the CREF accounts and the seven-day yield for the CREF Money Market Account, call 1-800-842-2252 toll-free. The recording is updated each business day.

If you select Fidelity as a Fund Vendor, you will specify the percentage of contributions to be directed to a particular Fidelity mutual fund account on the "Account Application" form when you begin participation. You may select from a variety of mutual funds offered through Fidelity either individually or in a portfolio constructed to your individual needs. These mutual funds range in risk from very conservative money market funds to very aggressive international equity funds. You may change your allocation of future contributions and exchange existing balances among the funds at any time by contacting toll-free at 1-800-343-0860.

With the exception of the money market funds, these funds will fluctuate in value and their yields will vary. The money market funds strive to maintain a stable \$1.00 share price with the fluctuating yield. For information on any of the Fidelity funds available through the Plan, including share price and performance information, or for your account balance, you may call 1-800-343-0860 toll-free. Information on the Fidelity funds is also available in each fund's prospectus. The prior day's market price for Fidelity's funds may also be obtained from most major newspapers' business section under "Mutual Funds."

If you select Vanguard as a Fund Vendor, you may select from a variety of mutual funds offered through Vanguard either individually or in a portfolio constructed to your individual needs. These mutual funds range in risk from very conservative money market funds to very aggressive international equity funds. You may change your allocation of future contributions and exchange existing balances among the funds at any time by contacting Vanguard toll-free at 1-800-523-1188.

In general, these funds will fluctuate in value and their yields will vary. For information on any of the Vanguard funds available through the Plan, including share price and performance information, or for your account balance, you may call 1-800-523-1188 toll-free. Information on the Vanguard funds is also available in each fund's prospectus. The prior day's market price for Vanguard's funds may also be obtained from most major newspapers' business section under "Mutual Funds."

Transfer of Current Account Balances. Transfers between Fund Vendors, or among the different investment vehicles provided by a single Fund Vendor, are subject to the restrictions and conditions imposed by the Fund Vendors, if any. In general, the following transfers will be permitted, subject to the restrictions described in the succeeding paragraph:

- Amounts invested in one CREF account may be transferred to another CREF account, to TIAA, to Fidelity, or to Vanguard.
- Amounts invested in TIAA may be transferred to another TIAA account, to a CREF account, to Fidelity, or to Vanguard.
- Amounts invested in a Fidelity or a Vanguard mutual fund may be transferred to another Fidelity or Vanguard mutual fund, to TIAA, or to a CREF account.

Complete transfers from a TIAA or CREF account may be made at any time. Partial transfers may be made at any time if at least \$1,000 is transferred each time. There is currently no charge for transferring accumulations within the TIAA-CREF system.

If you transfer all amounts invested in a CREF Account to TIAA and decide later to allocate future contributions to a CREF account, you are not required to complete another application. Your account stays open as long as you have money remaining in TIAA or one of the CREF accounts.

You may complete CREF transfers either by phone or in writing. CREF transfers, as well as changes in investment of Plan contributions, will be effective as of the close of the New York Stock Exchange (normally 4:00 p.m. Eastern time) on the day the instructions are received

by CREF, unless you choose the last day of the current month or any future month as the effective date. Instructions received after the close of the New York Stock Exchange are effective as of the close of the Stock Exchange on the next business day. The toll-free number to reach the Automated Telephone Service is 1-800-842-2252.

TIAA accumulations may be transferred to any of the CREF accounts or to Fidelity or Vanguard 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 TIAA is \$10,000, or the entire accumulation if it totals less than \$10,000.

You may transfer amounts invested in a Fidelity mutual fund on any business day. There is no minimum dollar requirement for transfers, and there is generally no fee associated with transfers between Fidelity funds; however, a redemption fee may be charged for exchanges of certain Fidelity Funds for shares held for short periods of time, typically less than 90 days. Call Fidelity toll-free at 1-800-343-0860 for further details.

You may initiate a transfer by calling Fidelity toll-free at 1-800-343-0860. Transfers initiated before the close of the New York Stock Exchange (normally 4:00 p.m. Eastern time) will be processed at that day's closing price; transfers initiated after that time will be processed at the next business day's closing price. Confirmations of the transaction will be sent within 3 business days.

You may transfer amounts invested in a Vanguard mutual fund on any business day. There is no minimum dollar requirement for transfers, and there is generally no fee associated with transfers between funds; however, a redemption fee may be charged for exchanges of certain Vanguard Funds held for short periods of time. Call Vanguard toll-free at 1-800-523-1188 for further details.

You may initiate a transfer by calling Vanguard toll-free at 1-800-523-1188. Transfers initiated before the close of the New York Stock Exchange (normally 4:00 p.m. Eastern time) will be processed at that day's closing price; transfers initiated after that time will be processed at the next business day's closing price. Confirmations of the transaction will be sent within 3 business days.

ERISA Section 404(c) Plan. A federal statute, Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"), establishes voluntary guidelines for offering investment options and for providing investment information to employees participating in certain kinds of employer-sponsored retirement savings plans. The Plan is intended to comply with ERISA Section 404(c). This means that to the extent that Plan contributions are invested as you have directed, Plan fiduciaries are not responsible for losses that may result from following your investment instructions.

VIII. DISTRIBUTIONS FROM THE PLAN

Distribution Events. Distributions from the Plan are only permitted under the following circumstances:

- termination of employment;
- death;
- disability within the meaning of Code Section 72(m)(7);
- attainment of age 59½; or
- financial hardship.

Notwithstanding the above limitations on distributions from the Plan, effective January 1, 2003, Rollover Contributions made to the Plan from an eligible retirement plan or IRA may be distributed at any time.

In order to receive a distribution from the Plan, you will need to complete the necessary distribution forms, which are available from the Fund Vendors and the University's Department of Human Resources. The terms of your investment vehicle may further restrict your ability to receive a distribution from the Plan.

Financial Hardship Distributions. If you experience a "financial hardship" (as defined below), you may request a distribution from the Plan sufficient to meet your financial need (including amounts needed to pay taxes on the distribution). Earnings accruing after December 31, 1988 are not available for this purpose. A "financial hardship" means amounts needed to:

- pay medical care expenses incurred by you, your spouse or dependents, or to obtain medical care,
- buy a principal residence (not including mortgage payments),
- pay for tuition and related educational fees for the next 12 months of post-secondary education for you, your spouse or dependents,
- prevent eviction from or foreclosure on your principal residence, or
- satisfy other financial burdens which the Internal Revenue Service finds to be financial hardships.

In order to receive a hardship distribution, you will need to disclose the nature of your financial need, specify the amount you wish to withdraw, and certify that the need cannot be met by other sources. In addition, in order to receive a hardship distribution, you must:

- have received all distributions and non-taxable loans available to you from the University's retirement plans, and
- stop contributing to the Plan (and stop any elective contributions to the NDFA Plan) for at least 6 months.

Financial hardship distributions are taxable as ordinary income and may also be subject to a 10 percent premature withdrawal penalty tax.

Timing of Distributions. Except as provided below, you are not required to receive a distribution from the Plan when your employment ends. Your investments will remain in force until you request a distribution. You will not forfeit any of the benefits that have already been set aside for you. Additionally, you may be able to transfer your accounts to another employer's eligible retirement plan or to an IRA.

If you relocate to another institution with a TIAA-CREF, Fidelity or Vanguard funded retirement plan, you may be able to participate in that institution's plan immediately. Even if you do not participate in another institution's retirement plan, or cease contributions to your retirement account for another reason, your TIAA accumulations will continue to be credited with the same interest and dividends as they would have been had you continued contributions. Amounts held in the CREF accounts and in Fidelity and Vanguard mutual funds will continue to participate in the market experience of those accounts and funds. When you terminate employment, you will continue to have the ability to make investment changes any time before you elect to begin receiving payments.

Once you decide to begin receiving payments from the Plan, you have the flexibility to begin payments from TIAA on one date, your CREF accounts on another date, and your Fidelity or Vanguard accounts on another date, subject to any restrictions of the Fund Vendors. You may begin receiving payments from each TIAA-CREF annuity or account on more than one date, provided that you begin receiving payments from at least \$10,000 of accumulation from each annuity or account begun on that date.

Required Distributions. The Internal Revenue Service mandates that payments from the Plan begin no later than certain required dates. Generally, payments must begin no later than April 1 of the calendar year following the calendar you reach age 70½ or you retire from the University, whichever is later. However, different distribution rules may apply to amounts contributed to the Plan before 1987. You will receive a notice from the Fund Vendor explaining your rights and obligations when these distribution rules first apply to you.

Please Note: The payment of benefits according to the above rules is extremely important. Federal tax law imposes a 50 percent excise tax on the difference between the amount of benefits required by law to be distributed and the amount actually distributed if it is less than the required minimum amount. If you have an account with Fidelity, Vanguard or TIAA-CREF, you will be notified of the need to begin taking distributions shortly before your required beginning date. However, you are responsible for making sure you receive the required distribution. Please call your Fund Vendor if you have any questions.

IX. FORMS OF PAYMENT

The form of your distributions from the Plan (e.g., lump sum, installments, or annuities) will vary according to your Fund Vendor and/or the terms of your investment vehicles and is in

part controlled by federal law. At the time you want to take a distribution from the Plan, please contact TIAA-CREF, Fidelity, and/or Vanguard for up-to-date information.

X. LOAN PROVISIONS

Loans are available from TIAA-CREF. Loans are not available from Fidelity or Vanguard. Loans, using your TIAA accumulation as collateral, will be administered by TIAA-CREF. Specific loan provisions are described below:

How to apply for a loan. To apply for a loan from TIAA, call the TIAA-CREF Participant Information Center toll-free at 1-800-842-2776.

How much you can borrow from TIAA. Generally, the minimum loan amount is \$1,000, and the absolute maximum loan amount is \$50,000 (although your maximum amount may be less because of the limits in the next paragraph). The maximum amount you can borrow depends on two factors: (i) the amount of your TIAA accumulation, and (ii) whether you have (or had within the 12 months prior to the date of the loan) any other loans from any of the University's retirement plans still outstanding.

If you do not have an outstanding loan balance, your maximum loan is the least of: (i) \$50,000; (ii) 45 percent of your combined TIAA accumulation and CREF accounts attributable to participation under this Plan; or (iii) 90 percent of amounts in your CREF accounts attributable to participation in this Plan. Amounts invested with Fidelity or Vanguard may not be borrowed (unless they are transferred to TIAA-CREF).

If you have an outstanding loan from any University retirement plan, the maximum you can borrow will be reduced by that amount. Offsets will also be made for any loan balances which were outstanding during the 12-month period before the loan is issued, even if the prior loan has been partially or fully repaid at the time the new loan is issued. If your account also contains amounts from prior employment(s), only the amounts accumulated under this Plan are covered by this Section.

Securing your loan. The collateral for your loan must be transferred from your CREF accounts to TIAA, where it will be held in the TIAA Retirement Loan Contract, an annuity that is separate and distinct from your other retirement funds. Your collateral will initially equal 110 percent of the loan amount; as you repay your loan, the excess collateral will be periodically transferred to your CREF Money Market Account.

If you die before repaying your loan, the remaining loan balance will be repaid from the collateral held in the TIAA Retirement Loan Contract. Any money that remains will go to the beneficiary named under your originating CREF certificate at the time you signed your loan application, unless you changed the beneficiary under the TIAA Retirement Loan Contract after the loan was issued.

Determining the interest rate. The loan interest rate is variable and can increase or decrease once a year. The interest rate you pay initially will be the higher of (i) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or (ii) the interest rate credited before your annuity starting date, as stated in the

applicable rate schedule, plus one percent. Thereafter, the rate will change annually, but only if the Moody's Corporate Bond Yield Average for the calendar month ending two months before the anniversary of your loan differs from your current rate by at least half a percent. If the latest average differs by less, your interest rate will remain the same for the next year.

Repayment. You have from one to five years to repay your loan, with one exception: if you use the loan solely to purchase your primary residence, you can take up to ten years to repay. The term of the loan usually cannot extend past the April 1st of the year after the year you attain age 70½ or retire (whichever occurs last).

Your first payment will be due the first day of the third month after your loan is issued, and every three months thereafter. You can repay your loan early with no penalties. You can also make partial prepayments any time. If you do, whatever you prepay will be applied directly to the principal amount of your loan. Regularly scheduled payments are applied first to interest, then to principal. Any prepayments will reduce the *amount* of future repayments, not the *number* of payments.

TIAA offers a free automatic loan repayment service. Your bank will debit your checking account and send your repayment to TIAA on the due date. If you prefer to repay your loan directly, TIAA will send you a bill every three months, at least ten days before the payment is due.

As you repay your loan, TIAA will continue to hold 110 percent of your remaining loan balance as security in the TIAA Retirement Loan Contract. As the amount you owe decreases, so will the amount TIAA will need as security. Periodically, TIAA will transfer the excess above 110 percent of your outstanding loan balance back to the Money Market Account under your originating CREF certificate. You will receive written confirmation of each transfer, which will appear on your Quarterly Confirmation of Transaction reports.

Defaults. If TIAA does not receive your loan repayment by the last day of the month in which it is due, your loan balance will be in default. The total amount in default will be the entire unpaid balance of the loan including all interest accrued to date.

To the extent permitted by federal tax law, TIAA will deduct the amount in default from the collateral held in TIAA and apply it toward repaying the loan. It is very important to keep in mind, however, that the Internal Revenue Service requires TIAA to report the default amount as income you actually received. That means defaults are taxable as ordinary income in the year they occur. If you are under age 59½, your default may also be subject to an additional 10 percent federal tax penalty. The University and TIAA assume no responsibility for the tax consequences resulting from loan defaults.

If you default on a loan and federal tax law prevents TIAA from deducting the amount in default from your collateral, TIAA will hold the amount until it can be deducted. Not only will the defaulted amount be taxable to you as ordinary income in the year the default occurs, but the interest earned every year on the collateral held for the defaulted amount will also be counted in your taxable income every year until TIAA can satisfy the loan (subject to further guidance from the Internal Revenue Service). For defaults on loans of Plan Contributions made by salary

reduction, the amount in default generally will not be satisfied until you terminate employment, become disabled, attain age 59½, or die.

For more information. If you have any questions about loans, you can call TIAA-CREF's Participant Information Center toll-free at 1-800-842-2776.

XI. DEATH BENEFITS

Death Prior To Benefit Commencement. If you are married and you die before payments begin under the Plan, at least 50 percent of the full current value of your Plan benefit is payable to your surviving spouse as a death benefit, unless your spouse consents otherwise. Your spouse's consent to receipt of less than 50 percent of the full value of your Plan benefit must be in writing and must be witnessed by a Plan representative or notary public. You and your spouse may elect to waive this pre-retirement survivor death benefit (or revoke a prior waiver) at any time before your date of death or the date you start receiving payments from the Plan. However, a waiver made before the first day of the Plan year in which you attain age 35 will become invalid on that date, and must be made again to remain in effect. If you terminate employment before age 35, the period for waiving the pre-retirement death benefit begins no later than the date of termination. Another election needs to be made at this time.

If you are not married and you die before payments begin, the full current value of your Plan benefit is payable to your designated beneficiary(ies) as a death benefit.

You may choose among several payment options, or you may leave the choice to your spouse or other beneficiary.

Federal tax law put limitations on when and how beneficiaries receive their death benefits. Your Fund Vendor will notify your beneficiary of the applicable requirements at the time he or she applies for benefits.

You should review your beneficiary designation periodically to make sure that the person you want to receive the benefits is properly designated. You may change your beneficiary by completing the "Designation of Beneficiary" form available from the Fund Vendor(s). If you die without having named a beneficiary, your surviving spouse (if any) will automatically receive the full value of your Plan benefit. If there is no spouse, your estate receives the entire accumulation.

Death Following Benefit Commencement. If you are married and you die after payments begin under the Plan, your surviving spouse will receive a joint and survivor annuity benefit equal to at least 50 percent of the benefits payable during the joint lives of you and your spouse, and which is the actuarial equivalent of a single life annuity for your life, unless your spouse consents otherwise. You, with your spouse's consent, may waive this post-retirement survivor benefit during the 90 days prior to the commencement of retirement benefit payments under the Plan, and you may revoke this waiver at any time before payments begin. Your spouse's consent must be in writing and must be witnessed by a Plan representative or notary public.

If you and your spouse have waived the post-retirement survivor benefit, or if you are not married when benefits commence under the Plan, your designated beneficiary will receive the benefits, if any, payable under the form of payment you selected prior to your death.

XII. INFORMATION REGARDING YOUR ACCOUNTS

TIAA-CREF. The annual "Annuity Benefits Report" that TIAA-CREF sends you shows the total accumulation value at year-end for your Supplemental Retirement Annuities, which is the amount of death benefits your spouse or other beneficiary would have received on that date. It also includes an illustration of the annuity income you would receive at retirement under certain stated assumptions as to future premiums, your retirement age, the income option and payment method selected, TIAA dividends, and the investment experience of the CREF Accounts. These factors affect the amount of your retirement income.

TIAA-CREF also sends you a "Quarterly Confirmation of Transactions". This report shows the accumulation totals, a summary of transactions made during the period, TIAA interest credited, and the number and value of CREF Accumulation Units. You also may receive "Premium Adjustment Notices". These notices summarize any adjustments made to your annuities and are sent at the time the adjustments are processed. Once a year, you will receive the "TIAA-CREF Annual Report". The Annual Report summarizes the year's activity, including details on TIAA and CREF investments, earnings, and investment performance.

Fidelity. You will receive an account statement each quarter detailing your balance in each Fidelity fund that you own. This statement will also show certain account activity such as dividend and capital gain payments made to your account during the period. In addition, you will receive confirmation statements after each transaction that you make in your Fidelity fund account.

For each fund that you own, Fidelity will send you updated prospectuses as they become available, usually at least once per year. In addition, you will receive your funds' annual and semi-annual reports detailing each fund's performance, activities and financial position throughout the periods.

Vanguard. You will receive an account statement each quarter detailing your balance in each Vanguard fund that you own. This statement will also show certain account activity such as dividend and capital gain payments made to your account during the period. In addition, you will receive confirmation statements after each transaction that you make in your Vanguard fund account.

For each fund that you own, Vanguard will send you updated prospectuses as they become available, usually at least once per year. In addition, you will receive your funds' annual and semi-annual reports detailing each fund's performance, activities and financial position throughout the periods.

XIII. ROLLOVERS OF PLAN DISTRIBUTIONS AND WITHHOLDING REQUIREMENTS

If you are entitled to receive a distribution 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 an eligible retirement plan (a Code Section 403(b) plan, a qualified 401(a) or 403(a) plan, or a 457(b) plan sponsored by a State or a political subdivision of a State) or into an IRA. An eligible rollover distribution, in general, is any distribution other than an annuity payment, a required minimum distribution or a payment which is part of a fixed period payment over ten or more years.

Eligible rollover distributions are subject to mandatory 20 percent federal income tax withholding *unless* they are rolled over directly into another 403(b) retirement plan or into an IRA--this process is called a "direct" rollover. If you have the distribution paid to you, then the plan must withhold 20 percent even if you intend to roll over the money into another 403(b) retirement plan or into an IRA within 60 days. To avoid withholding, instruct the Fund Vendor to directly roll over the money for you.

The 20 percent mandatory withholding rules do not apply to payments that are not eligible rollover distributions. Payments which are not eligible rollover distributions will be taxed in the year received, and will be subject to federal income tax withholding unless you (or your beneficiary) elect not to have withholding apply. You must complete an Internal Revenue Service form to elect out of withholding.

The rules summarized above apply to employees. In general, these rules also apply to payments to surviving spouses of employees, and to spouses or former spouses who are "alternate payees" under a "qualified domestic relations order." However, there are some exceptions for payments to surviving spouses, alternate payees, and other beneficiaries that will be explained in a notice provided by the Fund Vendor before distributions are made.

This Summary Plan Description includes only a brief overview of the federal (not state or local) tax rules that might apply to your payments from the Plan. The general rules described in this Section are complex and contain many conditions and exceptions that are not included in this Summary. Although the Fund Vendor will provide you with additional tax information before you receive a distribution, you should consult a professional tax advisor before you apply for the payment of your benefits from the Plan.

XIV. REQUESTS FOR INFORMATION AND OTHER CLAIMS PROCEDURES

For More Information. Requests for information concerning eligibility, participation, contributions, or other aspects of Plan operation should be in writing and directed to the Plan Administrator at the address listed at Section XVII of this Summary. Requests for information regarding the Fund Vendors' investment vehicles and their terms and conditions, claims under those investment vehicles, and requests for review of such claims, should be in writing and addressed to the Fund Vendor(s) at the addresses listed at Section XVII of this Summary.

Claims Procedure. The following rules describe the claims procedure under the Plan:

- **Filing a claim for benefits** – If you do not receive a benefit to which you believe you are entitled, you should file a written claim with the Plan Administrator or the Fund Vendor, as appropriate.
- **Processing the claim** – You will be notified whether your claim was granted or denied within 90 days after your 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. In no event can the extension period exceed a period of 90 days from the end of the initial 90-day period.
- **Denial of claim** -- If your claim is wholly or partially denied, the notice will be in writing and will state the specific reasons for the denial, the provisions of the Plan on which the denial is based, and how to apply for a review of the denied claim. Where appropriate, it will also include a description of any material needed to complete a claim and why such material is necessary. If notice of the denial of your claim is not furnished within the 90/180-day period, the claim is considered denied and you will be permitted to proceed to the review stage.
- **Review procedure** -- You or your duly authorized representative have 60 days after receipt of a claim denial to appeal the denied claim in writing to the Plan Administrator or Fund Vendor, as appropriate. As part of the review, you may review pertinent documents and submit written issues and comments.
- **Decision on review** -- The Plan Administrator or Fund Vendor, as appropriate, must conduct the review and decide the appeal within 60 days after your request for review is made. If special circumstances require an extension of time for processing, you will be furnished with written notice of the extension, which can be no later than 120 days after receipt of your request for review. The written notice on appeal will include reasons for the decision and references to the Plan provisions on which the decision is based. If the decision on review is not made within the time limits specified above, the appeal will be considered denied. If the appeal is denied, in whole or in part, you have a right to file suit in a state or federal court.

XV. AMENDMENT AND TERMINATION

While it is expected that the Plan will continue indefinitely, the University reserves the right to modify or discontinue the Plan at any time. The University, 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 University.

XVI. STATEMENT OF ERISA RIGHTS

ERISA guarantees certain rights and protections to participants of benefit plans such as the plan described in this Summary. The Plan Administrator fully intends to administer the Plan fairly and in compliance with the law. Nevertheless, federal law requires that a statement of

ERISA rights be included in this description of the Plan. As a participant in the Plan, you have the rights described in this Section.

You may examine, without charge, at the Plan Administrator's personnel 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 Benefit Security Administration.

You may obtain, upon written request to the Plan Administrator your own copy of any of the documents referred to in the preceding paragraph. If you want a personal copy, you should send a written request to the Plan Administrator. You will be charged a reasonable charge for reproducing these copies. Each year, the Plan Administrator will provide Plan participants with a summary of the Plan's annual financial report as required by ERISA.

You may obtain a statement telling you whether you have a right to receive a retirement benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you were to stop working under the Plan at the time of the statement. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to get a right to such benefit. This statement must be requested in writing and is not required to be given more than once a year. The Administrator must provide the statement free of charge.

Under ERISA, the people responsible for operating the plan are called "fiduciaries." These individuals have an obligation to administer the Plan prudently and to act in the interest of the Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or discriminate against you in any way to prevent you from receiving benefits or exercising your rights under ERISA.

When you become eligible for payments from the Plan, contact the Plan Administrator. If you are denied your benefits--in whole or in part--you will receive a written explanation of the reasons for the denial. Then, if you wish, you may request the Plan Administrator to review and reconsider your request.

If you feel that your ERISA rights have been violated, you may file suit. Among the violations for which you may file suit are:

- (1) Improper denial of benefits.
- (2) Misuse of Plan funds by a fiduciary or discrimination against you for asserting your rights. In either case, you may seek assistance from the Labor Department or file a suit in a federal court.
- (3) Failure of the Plan to provide materials that it is required to provide within 30 days after receiving your written request, unless due to reasons beyond its control. If a violation exists, the court may require the Administrator to provide the materials and to pay you up to \$110 for each day's delay.

If you sue the Plan Administrator or any other Plan fiduciary, the court will decide who should pay court costs and legal fees. For example, if you are successful, the court may order the

person you sued to pay these costs and fees. If you lose--or if the court finds your suit to be frivolous--you may be ordered to pay these costs and fees.

If you have any questions about your Plan, you should contact the Plan Administrator. For questions regarding this explanation or your rights under ERISA, contact the nearest Area Office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications regarding your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

XVII. GENERAL INFORMATION

- A. Plan Name: The University of Notre Dame Tax-Deferred Annuity Plan ("TDA Plan")
- B. Plan Sponsor/Employer: University of Notre Dame
Notre Dame, IN 46556
- C. Employer's Identification Number: 35-0868188
- D. Plan Number: 001
- E. Plan Year: January 1 to December 31
- F. Type of Plan: Defined contribution plan
- G. Administration of Plan: The Plan is administered by:
University of Notre Dame
Notre Dame, IN 46556
- H. Agent for service of legal process: Office of Human Resources
University of Notre Dame
Notre Dame, Indiana 46556
- I. Current Fund Vendors: Teachers Insurance and Annuity Association
College Retirement Equities Fund
730 Third Avenue, New York, NY 10017
1-800-842-2776
- Fidelity Investments
82 Devonshire Street
Mail Zone A9A
Boston, MA 02109
1-800-343-0860

Vanguard Group
P.O. Box 2900
Valley Forge, PA 19482-2900
1-800-523-1188

Pension Benefit Guaranty Corporation (PBGC) Insurance. Since the Plan is a defined contribution plan, it is not insured by the PBGC. The PBGC is the government agency that guarantees certain types of benefits under covered plans.

XVIII. CAUTION

This document was prepared for the employees of the University of Notre Dame. If there is any ambiguity or inconsistency between the terms of the Plan document, the investment vehicles, and this Summary Plan Description, the terms of the Plan document and investment vehicles are final and controlling.

You should not rely on this Summary Plan Description as creating any legal rights. Any rights which you may have under the Plan are created solely by the written Plan document and the investment vehicles issued by the Fund Vendor(s). This description does not create any rights to employment.

Copies of a current prospectus may be obtained by calling TIAA-CREF toll free at 1-800-842-2776, Fidelity toll-free at 1-800-343-0860, or Vanguard toll-free at 1-800-523-1188.