

NORTHEASTERN UNIVERSITY BASIC RETIREMENT PLAN

Summary Plan Description

PURPOSE

The purpose of the Northeastern University Basic Retirement Plan is to provide a centerpiece for participants in saving for a lifetime income when they retire.

SAVING FOR THE FUTURE

The Basic Retirement Plan makes it easy for faculty and staff to save.

Savings come out of the participant's salary *before* his/her paycheck is received, so saving is automatic.

The participant pays no income taxes on the portion of his/her salary that is contributed to the Retirement Plan until a withdrawal is made. Tax savings means it costs the participant less to contribute to the Plan than if the participant were to contribute an equal amount to a regular savings account.

The participant decides how much to contribute to the Plan (subject to the legal maximum) and can modify or cease contributions at any time.

Because of the tax benefits, the Basic Retirement Plan is a very effective way to save for retirement. However, the Plan must place restrictions on the withdrawal of these funds. These restrictions, described in more detail later in this Summary Plan Description, include:

- *No withdrawals* may be made before termination of employment.
- If a participant terminates employment and withdraws funds before age 55, a 10% tax penalty will be imposed in addition to ordinary income taxes.

TYPE OF PLAN

Northeastern University maintains the Basic Retirement Plan under Internal Revenue Code Section 403(b). The Plan requires the participant to contribute 5% of eligible salary in order to receive a contribution from Northeastern; if that 5% contribution is made, Northeastern contributes 10% of the participant's eligible salary.

HOW THE PLAN WORKS

The Basic Retirement Plan is a savings and investment program that allows the participant to reduce his/her taxes and save money at the same time. Once an employee enrolls as a participant, Northeastern will take the participant's contribution out of eligible salary and invest

it on the participant's behalf in the investment option or options that the participant chooses from among the available alternatives. The contributions are made on a pre-tax basis, that is, before federal or state taxes are applied. Pre-tax contributions reduce a participant's income taxes by lowering taxable income. In addition, when the participant contributes 5% or more of his/her eligible salary, the University will contribute 10% of the participant's eligible salary to the participant's investment choices.

Because participant contributions are made from pre-tax income, participants actually reduce their current income taxes. Compared with taxable investments outside the Plan, contributing to this workplace savings plan can increase your take-home pay!

	<u>Tax-deferred plan</u>	<u>Taxable account</u>
Annual gross salary	\$30,000	\$30,000
6% pre-tax contribution	– \$1,800	\$0
Taxable income	\$28,200	\$30,000
Less 25% federal income tax	– \$7,050	– \$7,500
\$1,800 after-tax contribution to a taxable account outside the Plan	\$0	– \$1,800
Take-home pay after taxes	\$21,150	\$20,700
Annual difference in take-home pay		\$450

This hypothetical example is for illustrative purposes only. It shows the impact on take-home pay of a pre-tax vs. an after-tax annual contribution based solely on an assumed 25% federal income tax rate. Actual taxes and tax savings will depend on your individual tax situation. "Take-home pay after taxes" does not take into account any payroll deductions except the assumed income taxes noted above. Pre-tax contributions and any related earnings in the tax-deferred account will be taxed at the time of withdrawal.

ELIGIBILITY

All faculty and staff who normally work 20 hours a week or more are eligible to participate in the Plan, with the exception of those in the following categories:

- Students enrolled in and regularly attending classes at Northeastern University
- Temporary non-student employees who work in a non-benefits-eligible position for a specified, limited period of time

PARTICIPATION

Participation in the Plan is voluntary and eligible faculty and staff must initiate the process to enroll in the Plan. All eligible faculty and staff will be eligible to participate in the Plan and

receive contributions by Northeastern when they meet all of the following requirements:

- Completion of two years of service
- Attainment of age 21
- Completion and signing of a Salary Reduction Agreement
- Completion of Enrollment Application(s)
- Designation of Beneficiary

Salary Reduction Agreement

In order to participate in the Basic Retirement Plan, a participant must complete a Salary Reduction Agreement. This agreement authorizes Northeastern to reduce a participant's salary by the amount indicated and remit the same amount as a contribution to the investment company(ies) indicated on the form. All contributions to both the Basic Retirement Plan and the Supplemental Retirement Plan must be included on the same Salary Reduction Agreement and the total amount that can be deferred between the two Plans is limited by the Internal Revenue Code.

To participate in the Basic Retirement Plan, a participant must contribute a minimum of 5% of eligible compensation. If a participant otherwise satisfies the eligibility requirements to participate in the Basic Retirement Plan but wishes to contribute less than 5% of eligible compensation, he/she may only participate in the Supplemental Retirement Plan and will not receive matching contributions from Northeastern. If a participant otherwise satisfies the eligibility requirements to participate in the Basic Retirement Plan but wants to defer 5% (or more) of salary to the Supplemental Retirement Plan instead of the Basic Retirement Plan (for example, if the participant wishes to retain the flexibility to take advantage of loans or hardship withdrawals permissible under the Supplemental Retirement Plan), he/she may do so, although he/she will not receive matching contributions from Northeastern.

Enrollment Application

Each investment company (Fidelity and/or TIAA-CREF) that the participant chooses to make deposits with requires that an Enrollment Application Form be completed upon initial enrollment in one of their funds. These applications must be completed at the same time the Salary Reduction Agreement is completed and given to the Human Resources Management ("HRM") Benefits Department at Northeastern.

Designation of Beneficiary

Each participant should file a Designation of Beneficiary form with each investment company that holds any part of his/her accumulation. Participants should review their beneficiary designations from time to time and contact the investment company holding their accumulation if they wish to make a change, or they may contact HRM Benefits for the appropriate Change of Beneficiary Form.

How to Change the Rate of Contribution or Stop Contributions to the Plan

A participant may make a change in the percentage contributed to the Plan at any time. Also, a participant may choose to suspend contributions at any time. However, reducing the contribution percentage below 5% of a participant's eligible salary or suspension of contributions by a participant also suspends contributions on his/her behalf by the University. In both cases, a Salary Reduction Agreement must be completed.

Definitions

For purposes of the Plan, the following definitions apply:

Year of Service - A twelve month period (either the employee's first twelve months, or any calendar year beginning after date of hire) in which an employee completes 1,000 or more hours of service. Up to two years of service with another institution of higher education immediately preceding the employee's date of employment at Northeastern (up to a four month lapse in time between prior employment and Northeastern employment is allowed) will be counted as service for Plan participation and eligibility.

Compensation - All of a participant's W-2 wages, with the following exceptions: overtime, extra compensation (a one-time payment for a specific event or contribution or for performing short-term additional work), grant or contract salary beyond base salary, earnings from another institution, or salary in excess of \$245,000 in a calendar year (adjusted from time to time by the IRS after 2009).

Faculty/Staff Who Have Not Yet Met the Age and Service Requirements

Only faculty/staff who have met the age and service requirements may participate in the Northeastern University Basic Retirement Plan. However, benefits eligible faculty/staff who have not met the age and service requirements have the option of voluntarily contributing to the Supplemental Retirement Plan (please refer to the Summary Plan Description for the Supplemental Retirement Plan). The University does not contribute to the Supplemental Retirement Plan.

Faculty/Staff who are Rehired

If a faculty/staff member leaves the University and is rehired at a later date, all full years of service as defined previously will be credited towards the required two years of service at Northeastern for eligibility.

PLAN CONTRIBUTIONS

To be eligible for University contributions, participants must contribute to the Plan on a pre-tax basis a minimum of 5% of their eligible compensation. The University will contribute 10% of the participant's eligible compensation on behalf of each eligible participant who contributes 5% or more of eligible compensation. The eligible compensation limit – the maximum amount that may be taken into account in determining contributions – is \$245,000 in 2009 (to be adjusted

from time to time by the IRS for years after 2009).

The University contribution is limited by IRS regulations which may cause some higher paid employees to receive less than 10% in years when contributions would exceed the IRS limit for the year or in years in which the Plan fails to pass certain contribution tests.

Contributions in Excess of the 5% Minimum

Participants may contribute more than the 5% minimum required for matching contributions up to the maximum allowed under the Internal Revenue Code. Aggregate participant contributions to the Plan and to other 403(b) plans or 401(k) plans may not exceed \$16,500 for 2009 (to be adjusted from time to time by the IRS for years after 2009). The IRS also imposes limitations on “annual additions” that can be made to a participant’s account. Annual additions include a participant’s contributions and Northeastern’s contributions on the participant’s behalf. For 2009, the limitation is \$49,000 (to be adjusted from time to time by the IRS for years after 2009).

The maximum contribution amount, as shown in the basic rule above, is based on many factors. These include salary, past contributions, and length of service with the University. Contributions to an individual’s Keogh plan may also impact these limits.

Age 50 Catch-up Contributions

If a participant is eligible to make contributions and is 50 or older by the end of the year, he/she may contribute up to an extra \$5,500 (adjusted from time to time by the IRS for years after 2009).

Excess Deferrals

If a participant contributes too much to the Plan as a deferral, the participant must take the excess amount (plus any earnings on the excess) out of the Plan by April 15 of the year following the year the money was contributed to the Plan. The participant must notify Northeastern by March 1, in writing, of the excess amount and request that it be removed. The excess amount is taxable to the participant in the year in which it was contributed to the Plan. Additional taxes will apply if the participant does not remove the excess contributions by the April 15 deadline.

Sabbaticals

Faculty members who are on sabbatical at full or partial pay may continue to contribute on a pre-tax basis to the Plan and receive a contribution from Northeastern based on salary actually received from Northeastern up to the maximum allowed under the Internal Revenue Code. Faculty members who are employed by another institution while on sabbatical and who are receiving benefits (including retirement plan contributions) are not eligible to receive a retirement contribution from Northeastern University.

Unpaid Leaves of Absence

Active participation in the Plan is suspended during unpaid leaves of absence. This means that

both employee and employer contributions to the Plan are unavailable for:

- Faculty members on an unpaid sabbatical;
- Faculty members who are granted an unpaid leave of absence with benefits; or
- Employees who have been granted an unpaid personal leave.

Sick Leave/Interim Disability

Employees who have been granted a sick leave/interim disability leave may continue to make contributions to the Plan based on the amount of sick pay or interim disability pay they receive.

Long-Term Disability

Employees who qualify for benefits under Northeastern's Long Term Disability Plan will be eligible to receive a monthly contribution equal to 15% of the employee's eligible compensation, subject to applicable legal limitations. For more information, please refer to the Long Term Disability Plan Document.

Military Service

Participants will be allowed to make up retirement contributions missed during active service. Participants must make up the contributions within a period not exceeding three times the period of military service, but in no case may the period exceed 5 years.

After-tax Contributions

After-tax contributions are not allowed.

VESTING

All monies contributed to the Plan on behalf of a participant and all earnings on these contributions are immediately vested. Vesting means that a participant has an irrevocable right to the monies contributed to the Plan (including any gains or losses) even if the participant leaves the University before retirement. Vested rights under this Plan cannot be assigned or be used as collateral. They are not subject to garnishment or attachment. However, the Plan is required to obey a Qualified Domestic Relations Order from a court requiring payment for the purpose of child support, alimony or other marital payments.

ACCUMULATING BENEFITS

Investment Options

The Plan offers a diverse selection of investment options from [Fidelity Investments](#) and [TIAA-CREF](#) through the Plan's Core and Expanded Fund Line-up.

Core Line-up of Funds:

- Selected group of funds from TIAA-CREF and Fidelity that have demonstrated favorable performance and low fees and are monitored by the Northeastern University Investment Committee

Expanded Fund Offerings:

- All of TIAA-CREF and Fidelity's funds are available to participants who want to choose from a substantially larger selection of funds and who are comfortable managing their own portfolio and understand how to research, evaluate, and monitor a wide variety of investments with different risk and return characteristics.

The participant is responsible for evaluating and selecting investments from those offered under the Plan. The participant should familiarize him/herself with the investment policies, goals, and historical performance of the various funds. A Prospectus contains this type of information for each fund and can be obtained by calling the investment company directly. Where a participant invests his/her money will affect the size of the accumulations and, eventually, the amount of retirement income received.

Additional information about investment options is available at no charge to participants through the HRM Benefits Office, 716 Columbus Avenue, or by contacting the investment company directly. Past performance is no guarantee of future results.

Allocation of Contributions

Participants may allocate their contributions between two investment companies, TIAA-CREF and Fidelity, in the following increments:

- 100% TIAA-CREF
- 100% Fidelity
- 75% TIAA-CREF and 25% Fidelity
- 50% TIAA-CREF and 50% Fidelity
- 25% TIAA-CREF and 75% Fidelity

Changes in allocation can be made at any time. A request must be made via the Salary Reduction Agreement to HRM Benefits 30 days in advance of the effective date. *If participants are changing allocations to an investment company in which they have not been previously participating, they must also complete an Enrollment Application for the new investment company.*

Allocating Among the Various TIAA-CREF and Fidelity Funds

Participants may distribute their contributions among any of the TIAA-CREF and Fidelity funds offered through the Plan. Upon initial enrollment, participants indicate the funds they wish to participate in on the Enrollment Application Form for Fidelity and/or TIAA-CREF.

Northeastern University does not keep a record of the funds participants choose. After initial enrollment, participants may change fund allocations by contacting Fidelity or TIAA-CREF. The University contributions are allocated in the same proportions as the employee contributions.

Transferability

Basic Retirement Plan funds are generally transferable to other investments under the Basic Retirement Plan, but are not transferable between the Basic Retirement Plan and the Supplemental Retirement Plan.

Within the Same Investment Company

Participants may transfer investments from one fund to another within the same investment company at any time by calling Fidelity or TIAA-CREF directly.

Funds invested in the Traditional Annuity Account (TAA) are transferable through the Transfer Payout Annuity (TPA). Ten payments will be made automatically. Ten percent of the amount will be transferred as soon as the TPA contract becomes effective. The remaining 90% will be transferred in nine substantially equal installments on the last day of the TPA contract year. Transfers to a TPA must be in amounts of at least \$10,000, or, if the total fund balance is less than \$10,000, then the entire fund balance must be transferred. If the balance is less than \$2,000, the fund balance may be transferred to the other funds immediately.

Transfers out of the TIAA Real Estate Account are limited to one per calendar quarter.

Participants who sell shares of some Fidelity funds within 90 days of their purchase may have a redemption fee deducted from their account by Fidelity. Contact Fidelity for more information regarding these fees.

From One Investment Company to Another

Participants may transfer funds from one investment company to another (CREF or TIAA to Fidelity, Fidelity to CREF or TIAA) by completing a Transfer Form which is available from the investment company to which the participant is moving the funds. If a participant has not previously opened a contract with the investment company, an enrollment application must be completed.

RECEIVING BENEFITS

A participant may begin to receive benefits under the Plan only after the participant has retired or otherwise terminated employment with the University. The normal retirement age at the University is age 65, and early retirement is age 55 with 10 years of service.

When Employment Ends

When employment ends, the participant has several options:

- A participant may keep his/her account invested in the Plan. The participant can enjoy the investment options available in the Plan and may transfer from one investment option to another in accordance with the rules of the Plan.
- A participant may take a full or partial distribution at any time after termination of employment by applying to the investment company(ies) in which his/her retirement funds are invested.
- The participant may roll over his/her account balance directly to an Individual Retirement Account (IRA). To avoid tax consequences, the rollover must occur within 60 days of the date of withdrawal. Tax laws change and the participant should obtain current information at the time of his/her termination of employment.

Withdrawals Before Employment Ends

Generally, withdrawals may not be made while the participant is employed at Northeastern. However, a participant may begin benefits if he/she becomes disabled, or, if a participant should die prior to starting benefits, his or her beneficiary may withdraw the funds from the account balance as detailed above.

Forms of Payment

Once a participant terminates employment with Northeastern or retires, the participant can start receiving income from the Plan at any time. There are many different payment options including:

- 100% withdrawal (lump sum) – this option does not apply to the TIAA Traditional Annuity
- A series of partial withdrawals – this option does not apply to the TIAA Traditional Annuity
- An annuity payout of equal monthly payments for a designated period
- An annuity payout for the lives of the employee and beneficiary
- An annuity payout of monthly payments for life with a guaranteed minimum number of years for the employee and his/her beneficiary
- A combination of partial withdrawals and annuities

Contact TIAA-CREF and Fidelity for more details on distribution options.

Minimum Distribution Requirement for Participants Who Reach Age 70½

The tax laws require that participants begin distribution of Plan funds by April 1 of the year following the year in which the participant turns age 70½. However, a participant may delay required distributions until he/she actually separates from service with Northeastern. If a participant does not comply with the minimum distribution requirement during a given taxable year, he/she will suffer a tax penalty equal to 50% of the difference between the minimum

required distribution and the amount actually distributed during the taxable year. TIAA-CREF and Fidelity will help participants determine the amount of the required minimum distribution.

Qualified Reservist Distributions

Participants may take penalty-free qualified reservist distributions from the Plan. A qualified reservist distribution means any distribution to a participant if (1) such distribution is made from elective deferrals, (2) such participant was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (3) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period.

Qualified Domestic Relations Order (QDRO)

A domestic relations order (DRO) is an order made under a state's domestic relations law related to child support, alimony payments, or marital property rights for a spouse, former spouse, child, or the dependent of a participant.

To be considered a qualified domestic relations order it must:

- Create or recognize the existence of an alternate payee's right to receive all or a portion of a participant's benefit.
- Include the following information: participant's name and address, the alternate payee's name and address, amount or percent of the participant's benefits to be paid to the alternate payee or how the amount or percentage must be determined, number of payments or period to which the order applies, and plan(s) to which the order relates.

The domestic relations order cannot require the Plan to provide any benefit type, form, or option not otherwise provided under the Plan, increased benefits determined on the basis of actuarial value, or benefit payments to an alternate payee that are already required to be paid to another alternate payee under a prior qualified domestic relations order.

If you should receive a DRO, forward it to HRM Benefits. Upon receipt of the Domestic Relations Order (DRO), the Plan Administrator will send a written Notice of Receipt of Domestic Relations Order to the participant and alternate payee to indicate that the Plan Administrator is in receipt of the DRO and is in the process of reviewing it and to permit an alternate payee to designate a representative to receive copies of all notices. The Plan Administrator will review the DRO to ensure it meets all the qualifications for a QDRO. The Plan Administrator will then send a Notice of Status of Domestic Relations Order notifying the appropriate parties whether the DRO is a QDRO. If the DRO does not meet the criteria of a QDRO, the Plan Administrator will indicate which criteria it does not meet. A QDRO will be forwarded to the investment company(ies) for processing.

Tax Consequences of Withdrawals

Payments under all of the distribution and withdrawal options are subject to federal and state

ordinary income taxes. However, for Massachusetts tax purposes, contributions above 5% of eligible salary made prior to January 1, 1998 are considered after-tax contributions. The portion of a payment that consists of these after-tax contributions was subject to Massachusetts state tax at the time of contribution and is not taxed again on payment. All contributions subsequent to January 1, 1998 are pre-tax and are subject to taxes upon withdrawal.

If the participant chooses to receive payments before age 55, such payments will be subject to a 10% penalty in addition to regular income tax. However, no 10% penalty applies if the payment is made before age 55 because of death or disability. In addition, payments to a non-participant under a QDRO are not subject to the 10% penalty and are taxable to the recipient, rather than to the participant.

Withdrawals upon termination of employment or retirement may generally be rolled over directly to an IRA account or another qualifying employer-sponsored plan on a tax-deferred basis if the participant chooses to do so. If the participant chooses to receive a withdrawal or distribution in cash rather than to have it rolled over directly into an IRA, ordinary income tax may be withheld from the payment at the rate of 20% plus any applicable state tax. If a participant chooses to receive a withdrawal or distribution in cash, he/she may deposit the distribution (including amounts to make up for the amount subject to withholding) in an IRA or another qualifying employer-sponsored account on a tax-advantaged basis if he/she does so within 60 days of the distribution.

This brief summary describes some of the most important rules under which accounts are taxed. Because tax laws and regulations are complicated and change frequently, you should obtain further information specific to your situation before making a withdrawal from your account.

SPOUSAL RIGHTS TO BASIC RETIREMENT PLAN BENEFITS

Participants who are married when retirement benefit payments begin have a right under federal law to the 50% Qualified Joint and Survivor Annuity option, unless they expressly waive that right. With this option, continuing payments to a surviving spouse following the death of the participant must be at least 50% of the monthly payment made to the participant before death. Under federal law, this does not apply to spousal equivalents or same-sex spouses.

In the case of a Qualified Joint and Survivor Annuity, Northeastern will provide each participant, no less than 30 days and not more than 180 days prior to the annuity starting date, a written explanation of (1) the terms and conditions of the Qualified Joint and Survivor Annuity, (2) the participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit, (3) the rights of a participant's spouse, and (4) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity option.

If a participant is married, he/she must get written consent from his/her spouse to take a distribution from the Plan in any form other than a Qualified Joint and Survivor Annuity. Spousal consent is also needed if the participant wishes to designate someone other than his/her spouse as a beneficiary. The spouse's consent must acknowledge the effect of such designation

and be witnessed by a notary public or an Administrator in the University's HRM Benefits Department. The waiver may be made only during the 90-day period before benefits begin. The waiver may also be revoked during this same period; however, it may **not** be revoked after annuity income begins.

Notwithstanding the consent requirement described above, if the participant establishes to Northeastern's satisfaction that such written consent may not be obtained because there is no spouse or the spouse cannot be located, no consent is required. In addition, if the spouse is legally incompetent to give consent, the spouse's guardian, even if the guardian is the participant, may give consent. If the participant is legally separated or the participant has been abandoned (within the meaning of local law) and the participant has a court order to such effect, spousal consent is not required unless a qualified domestic relations order provides otherwise. Any change of beneficiary will require a new spousal consent.

IF A PARTICIPANT DIES BEFORE RECEIVING PLAN BENEFITS

If a participant dies before beginning to receive benefits under the Plan, the full current value of the participant's accumulation is payable as a death benefit to the beneficiary(ies) named by the participant, subject to the spousal rights discussed above. If the participant does not name a beneficiary, 50% of the participant's balance will be paid to his/her spouse and 50% will be paid to his/her estate. The limitations on where and how death benefits are received are explained to beneficiaries at the time a death benefit application is filed. Distributions of death benefits are not subject to the 10% early withdrawal penalty tax.

If a participant dies after electing a retirement annuity, death benefits, if any, will depend on the terms of the annuity the participant chose.

IF A PARTICIPANT BECOMES DISABLED WHILE STILL EMPLOYED

If a participant is receiving benefits under the University's Long-Term Disability Plan, the participant may begin a partial or full annuity, or take a cash withdrawal. However, to remain eligible for continued contributions under the University's Long-Term Disability Plan, the participant must leave in his/her accounts a minimum of 1% of the balance in the accounts as of the date the participant takes a withdrawal. For more information, please refer to the Long-Term Disability Plan Document. Distributions to a participant who is receiving benefits under the University's Long Term Disability Plan are not subject to the 10% early withdrawal penalty tax.

EFFECTS ON OTHER BENEFITS

Social Security and other benefits will continue to be based on the participant's full, unreduced salary and will not be affected by contributions made under this Plan.

NO IMPLIED PROMISES

Nothing in this Summary Plan Description implies that participation in this Plan guarantees a participant's continued employment with the University. There is also no guarantee that benefit

levels will not be changed in the future, or that the Plan will continue indefinitely. The University, with the approval of the Board of Trustees, reserves the right to change or end this Plan at any time. If the Plan were to be terminated in whole or in part, the participant would continue to have complete rights to his/her account(s).

Because Plan benefits are based on the amounts held in mutual funds or annuity contracts, there are no unfunded benefits, and thus the Pension Benefit Guaranty Corporation does not provide termination insurance for this Plan.

LEGAL RESTRICTIONS

The total annual contribution from the University made on behalf of any participant is subject to the limits of Internal Revenue Code Sections 415 and 401(m). Employee contributions are also subject to Section 415, as well as Sections 403(b) and 402(g). Contributions may be adjusted in order to comply with these legal restrictions.

CIRCUMSTANCES THAT COULD AFFECT BENEFITS

The following could result in loss or delay in benefits that a participant expects to receive from the Plan:

- Contributions will not be made until the participant files a signed and completed application form with the HRM Benefits Department for each investment company they open accounts with and designates a beneficiary(ies) and investment choice(s).
- Tax-deferred savings will not be deducted from a participant's pay until the participant submits a completed and signed Salary Reduction Agreement.
- Investment funds can go up or down in value, and a participant can therefore lose part of the money invested.

FILING AND APPEALING A CLAIM

Please see the attached Addendum A – *Retirement Plan Claims Procedures*.

PLAN DOCUMENT CONTROLS

This Summary Plan Description is a summary of the terms of the Northeastern University Basic Retirement Plan. In the event of any conflict between this Summary Plan Description and the complete Plan document, the Plan document will control.

ADMINISTRATION

NAME OF PLAN	Northeastern University Basic Retirement Plan
PLAN SPONSOR	Northeastern University 716 Columbus Avenue Boston, MA 02120
PLAN ADMINISTRATOR	Northeastern University 716 Columbus Avenue Boston, MA 02120 (617) 373-2230
EMPLOYER IDENTIFICATION NO.	04-1679980
PLAN IDENTIFICATION NO.	04-1679980-001
TYPE OF PLAN	Retirement Plan providing for annuities and custodial accounts under Section 403(b) of the Internal Revenue Code.
AGENT FOR SERVICE OF LEGAL PROCESS	Service of legal process may be made upon the Plan Sponsor or Plan Administrator listed above.

Type of Administration

This Plan is administered by Northeastern University under insurance contracts with Teachers Insurance and Annuity Association and custodial accounts with Fidelity Investments Tax Exempt Services Company.

Type of Benefits Provided

Retirement benefits through a Tax Deferred Annuity or Custodial Account as defined in Section 403(b) of the Internal Revenue Code.

Plan Year

The records of the Plan are kept on a calendar year basis.

Plan Financing

The Plan is financed by employee contributions, University contributions and investment earnings.

Cost to Participant

This is based on the participant's voluntary contributions.

PBGC Insurance

Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation because the Plan is not a defined benefit plan.

STATEMENT OF ERISA RIGHTS

Northeastern University intends to operate this Plan in compliance with Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA). Under ERISA, Northeastern University must provide each participant with a Summary Plan Description of each benefit plan. The information in this Summary Plan Description is designed to meet the requirement as well as provide you with an understanding of the benefits you may receive. Should you have further questions concerning the provisions of this Plan, please contact the Benefits Office at Northeastern University.

As a member of the Northeastern University Basic Retirement Plan, each participant is entitled to certain rights and protections under ERISA. These include:

- The right to obtain certain information about the Plan, including the right to:
 - Read, without charge, at the Plan sponsor's office (or other specified location), all Plan documents, insurance contracts and all reports filed with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
 - Obtain copies of all items listed above upon written request to the Plan Administrator. The Administrator may make a reasonable charge for these copies to pay for reproduction costs.
 - Receive a summary annual report summarizing certain financial information concerning the Plan.
 - Receive an account statement on a quarterly basis.
- The right to expect Plan fiduciaries – the people responsible for managing the Plan – to act in the best interest of Plan participants and to exercise prudence in handling the funds of the Plan.
- The right to file a claim with the Plan Administrator for the benefits to which a participant believes he/she is entitled, to receive a written explanation if a participant's claim is denied, and to have the denial reviewed and reconsidered upon appeal.

No one, including a participant's employer or any other person, may fire an employee or otherwise discriminate against the employee so as to prevent the employee from exercising his/her legal rights as described in this statement, or so as to deny the employee his/her vested benefits or rights as a qualified participant under the terms of the Plan.

Under ERISA there are steps a participant can take to enforce these rights. For instance, if a participant requests materials from the Plan and does not receive them within 30 days, he/she may file suit in a federal court. In such a case, the court may require the Plan Administrator to

provide the materials and pay the participant up to \$110 a day until he/she receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

In other instances – if the claim for benefits is ignored or denied, if Plan fiduciaries misuse Plan money, or if a participant is discriminated against for attempting to exercise his/her rights under ERISA – a participant may also file suit in federal court, or seek assistance from the U.S. Department of Labor. The court will decide who pays court costs and legal fees. If the participant is successful, the court may order the person being sued to pay these costs and fees. If the participant loses, the court may order the participant to pay these costs and fees, for example, if the court finds the claim frivolous.

If a participant has any questions about the Plan, he/she should contact the Plan Administrator. If a participant has any questions about this statement or about his/her rights under ERISA, he/she should contact the nearest Area Office of the Pension and Welfare Benefits Administration, Department of Labor.

This Summary Plan Description summarizes the provisions contained in the legal Plan Document. The official Plan Document will govern in the event of any conflict with the terms of this Summary Plan Description. The Plan Document is available for the participant to read; contact the HRM Benefits Office for details.

Nothing in this Summary Plan Description should be interpreted as implying a contract of employment.

**NORTHEASTERN UNIVERSITY
RETIREMENT PLAN CLAIMS PROCEDURES**

These Claims Procedures have been established and adopted pursuant to the Northeastern University Basic Retirement Plan and Northeastern University Supplemental Retirement Plan, effective for claims made under the Plans on or after January 1, 2009, and are intended to comply with Section 503 of the Employee Retirement Income Security Act of 1974, as amended (ERISA), and the related Department of Labor Regulations.

1. In General. Any employee or former employee, or any person claiming to be a beneficiary or an alternate payee named in a qualified domestic relations order with respect to such person, may request, with respect to either of the Plans:

- a benefit payment,
- a resolution of a disputed amount of benefit payment, or
- a resolution of a dispute as to whether the person is entitled to the particular form of benefit payment.

A request described above and filed in accordance with these Claims Procedures is a *claim*, and the person on whose behalf the claim is filed is a *claimant*. A claim must relate to a benefit which the claimant asserts he or she is already entitled to receive or will become entitled to receive within one year following the date the claim is filed.

2. Effect on Benefit Requests in Due Course. Each Plan has established procedures for benefit applications, selection of benefit forms, designation of beneficiaries, determination of qualified domestic relations orders, and similar routine requests and inquiries relating to the operation of the Plan. Many of these are set forth in the Summary Plan Description for each Plan or other materials provided to employees, or are available by contacting HRM Benefits. Such routine requests and applications are not claims to be resolved under these Claims Procedures, and the routine procedures must be utilized fully before filing a claim. However, an employee, former employee, or individual claiming to be a beneficiary or alternate payee who wishes to dispute a determination resulting from such routine processing may file a claim as described.

3. Filing a Claim. To claim a benefit that you are entitled to under the Plan, you must file a written request with the Plan Administrator at Northeastern University, 716 Columbus Avenue, Boston, MA 02120. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the Plan Administrator to conduct any necessary examinations and take the steps to evaluate the claim.

4. Processing of Claims. A claim normally shall be processed and determined by the Plan Administrator within a reasonable time (not longer than 90 days) following actual receipt of the claim. However, if the Plan Administrator determines that additional time is needed to process the claim and so notifies the claimant within the initial 90-day period, the Plan Administrator may extend the determination period for up to an additional 90 days. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for

approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information. Any notice to you extending the period for considering a claim shall indicate the circumstances requiring the extension and the date by which the Plan Administrator expects to render a determination with respect to the claim.

5. Determination of Claims. The Plan Administrator shall inform you in writing of the decision regarding the claim by registered or certified mail posted within the time period described in Paragraph 4. In the case of a denial, the notification will provide the following:

- The specific reason or reasons for the denial;
- Reference to the specific section of the Plan on which the denial is based;
- A description of any additional information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary; and
- A description of the Plan's procedures for appeal and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review.

6. Appealing a Denial. You will have 60 days from the date you receive notice of the claim denial in which to appeal the Plan Administrator's decision. You may request that the review be in the nature of a hearing, but the Plan Administrator shall determine in its sole discretion whether a hearing shall be held. You may have an attorney represent you.

The request should specify why you think the claim should not have been denied and should include any additional documents, records or information that you feel supports your position. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

You will be notified of the outcome of your appeal no later than 60 days after receipt of your request for the appeal, unless the Plan Administrator determines that special circumstances, such as the need to hold a hearing, require an extension of time for processing the claim. The extension will be not more than 120 days after the receipt of the request for review. If the Plan Administrator determines that an extension is required, written notice of the extension will be provided to you before the end of the initial 60-day period. The notice will identify the special circumstances requiring an extension and the date by which the Plan expects to make a decision regarding your claim.

The Plan Administrator will provide you with written or electronic notification of the final outcome of your claim. The notification will include:

- 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; and

- A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA.

7. Amendment and Interpretation. These Claims Procedures may be modified at any time and from time to time by action of the Plan Administrator. The Plan Administrator shall have complete discretion to interpret and apply these Claims Procedures. Further, nothing in these Claims Procedures shall be construed to limit the discretion of the Plan Administrator or its designee to interpret the Plan or, subject to the right of appeal of an adverse determination, the finality of the decision of the Plan Administrator or its designee, all as set forth in the Plan.