Retirement Plan of Creighton University
Summary Plan Description

Principal Contract #: 6-15443
TIAA-CREF Contract #'s: 101042, 101043

Introduction

Creighton University has established the Retirement Plan of Creighton University the “Plan” to provide eligible employees with an opportunity to save and invest for retirement. Planning today for life after retirement can make a difference in your financial future.

The Retirement Plan of Creighton University (“Plan”) was effective February 1, 1962. The Plan operates under Section 403(b) of the Internal Revenue Code. Section 403(b) is a provision in the tax law allowing a specific type of retirement plan for schools and certain government entities. Under the Plan, you may defer a percentage of your compensation on a pre-tax basis, and you will receive a matching contribution once you satisfy the two-year service and hour’s requirement. Any contributions you make to the Plan are completely voluntary. You decide whether or not to contribute to the Plan and how much to contribute. Individual investment strategies should reflect your personal savings goals and tolerance for financial risk. Participants may also want to consult a tax advisor or financial planner before enrolling. The University is not liable for any loss that may result from participants’ investment decisions. This summary plan description will briefly describe the way the Plan currently operates.

Please note the detailed provisions of the Plan document and the law, not this Summary, govern the actual rights and benefits to which you may be or may become entitled.
Definitions

Throughout this document, certain terms appear, and have special meanings for purposes of the Plan.

“Beneficiary(ies)” means the individual, institution, trustee or estate designated by you to receive your benefits at your death. As part of your on-line enrollment process, you must complete the beneficiary designation. Those enrolled with TIAA-CREF, paper designation is required.

“Break-in Service” means a period of employment during which the Employee is credited with 500 or fewer Hours of Service.

“Elective Deferrals” is a percentage of your payroll wages that you elect to defer into the retirement plan on a pre-tax basis.


“Fund Sponsor” means an insurance, variable annuity or investment company that makes investment options available to participants under the Plan. See Fund Vendor.

“Investment or Plan Options” means the annuity contracts or custodial accounts offered as investment alternatives under the Plan and specifically approved by Creighton University for use under the Plan.

“Pay” means your total pay including your elective contributions to any of our plans.

“Plan” means Creighton University Retirement 403(b) Plan described in this summary and as set forth in the Creighton University Retirement Plan Document, as amended from time to time.

“Plan Administrator” means the person or entity responsible for the administration of the Plan. The University is the responsibility for operating and interpreting The Plan.

“Plan Year” means the period of twelve consecutive months commencing on January 1 and ending December 31.

“Student” means any student enrolled full time at Creighton University and who is exempt from federal FICA tax withholding because, of his and/or her student status.
“Fund Vendor” means the provider of an Annuity Contract or Custodial Account. See Fund Sponsor.

“Your Account” means the account that has been set up for you under the plan. This account includes the amounts contributed to the plan on your behalf and any investment gains and losses. Use of these terms does not give you any rights to the account or any assets of the plan other than those described in this booklet.

“Years of Service” year of service means completion of a period of employment with the University during which time you are credited with at least 1,000 hours of service in two consecutive years.
403(b) Plan
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How the Plan Works

The Plan is a legal document under which funds accumulate to provide retirement income for employees. The rules of The Plan established by the Employer in compliance with Employee Retirement Income Security Act (ERISA) and other federal laws, which includes the Code. These rules set forth the criteria for eligibility to participate, vesting, nondiscrimination, employer contributions, employee elective deferrals, transfer of funds, and distributions of funds.

The “Approved Investments” are a menu of investments selected by the University consisting of annuity products and mutual funds (also called “custodial accounts”). You select where the University’s and your deferrals should be contributed from a list of Approved Fund Investments selected by the Plan’s Fiduciary Committee.

What are the Tax Benefits?

Under the Plan you make pretax salary deferrals to the Plan that will reduce the taxable amount of your compensation from the University. You receive an immediate tax savings because federal and state income taxes are not withheld on employee salary deferrals to the Plan. However, salary deferrals are subject to FICA and FUTA taxes. The deferrals and earnings become taxable income only when distributed. Distributions normally begin at retirement when you may be in a lower tax bracket, and thus you may pay lower taxes on your retirement income.
Eligibility to Participate in the Plan

Who is Eligible to participate in the Plan?

All employees of the University who complete at least one hour of service with the University is eligible to participate in the Plan for purposes of making salary deferrals except the following:

- Employee who is a student performing services for us that meet specific requirements of the Internal Revenue Code.
- An employee who is considered an independent contractor or an employee of an independent contractor.

What is Two Years-of-Service for determining Eligibility for Minimum and Matching Elective Contributions by the University?

Employees are eligible to make pre-tax salary deferrals and are eligible to receive a match by the University on the first day of the month after:

- Completion of Two Years of Service as defined below.

*Year of service* means completion of a period of employment with the University during which time you are credited with at least 1,000 hours of service. For purposes of determining whether you have completed a “year of Service” see below:

*Period of employment* means the first 12-month period beginning on the date you are employed, and if you do not complete 1,000 hours of service in that period, subsequent 12-month periods will begin on each anniversary of your employment date.

Service will be credited for each hour for which you are paid for performing duties for the University. You will be credited for hours paid for approved absences when you are not performing duties for the University such as vacation, holiday, illness, and incapacity (including disability). However, no more than 501 hours will be credited for any single continuous period of absence.

If you terminate employment with Creighton University after completing two years of service or attain a non-forfeitable interest in the Plan, your service before your employment termination will be credited upon rehire. If the break in service exceeds a period of time between your rehire date the prior service will not be counted unless at the time you terminated employment you had a non-forfeitable interest in the Plan. If your prior service is not eligible to count upon your re-employment because you did not satisfy these requirements, you will be treated as a new hire for eligibility for the employer minimum and matching contribution.
The employer will begin to make contributions on your behalf effective as of the first day of the calendar year which coincides with or follows the date on which you satisfy the two Years of Service requirement.

This summarizes enrollment procedures for participation in the University’s Plan. An employee may elect to enroll in or waive retirement plan participation. If an employee does not elect or waive participation, he or she will be automatically enrolled in the Plan upon meeting the two years of service and hours criteria. The employee will be automatically enrolled in an elective deferral of 0% and receive the minimum 2% contribution by the University.

For purposes of matching and minimum contributions made by the University to your account, the following employee’s are excluded:

- Members of the Jesuit Community at Creighton University
- House Staff/Residents in the medical school at Creighton University
- Exempt employees under the special part-time program

**What are the Rules for Early Participation into the Plan to Receive Matching Contributions?**

The Plan contains special participation rules permitting certain employees to begin sharing in the University Minimum or Matching contributions prior to completion of two Years of Service.

If an employee has completed two Years of Service with another post-secondary academic institution (including a teaching hospital affiliated with an academic institution (College or University)) and had been a participant in a tax-sheltered annuity plan or qualified retirement plan at that institution, the employee will be deemed to have met the eligibility rules of the Plan. New employees wishing to take advantage of this provision must obtain the written proof of participation in such a plan and provide to Human Resources for review and approval. Matching contributions will occur on the first full pay cycle after the proof is received.

Professors employed by the Employer who are employed by another educational institution described in Section 170 (b)(1)(a)(ii) of the code who are providing services on a temporary basis to the Employer may apply to participate in Employer Matching Contributions and Employer Minimum Contributions.

Under the early participation rules, The University may limit participation if the participation would cause the University to fail certain anti-discrimination requirements of the tax laws.
Enrollment into the Plan

How to Enroll in the Plan

**Principal**
When enrolling with The Principal Financial Group log on to establish your PIN and password or call the fund vendor at 1-800-547-7754. The contract number is 615443 and is required upon your initial enrollment. You should complete the on-line enrollment prior to the start of the pay period you wish to begin making elective deferrals to the Plan.

[www.principal.com](http://www.principal.com)
Log on to The Principal, virtually anywhere, any time for immediate, secure access to your account. You can enroll on-line, name your beneficiaries, choose your investment elections and elective deferral in increments of 1% not to exceed 90% (must make sure you subtract all other pretax deductions for medical premiums(health, vision, dental), dependent and health care flexible spending accounts and mandatory taxes), view your account balance, request exchanges between investment options, track your contributions, obtain latest performance information, review mutual fund options and information, use online planning tools and calculators, obtain forms and publication.

**TIAA-CREF**
When enrolling with TIAA-CREF *(restricted to employee’s hired prior to November 1, 2008 no exceptions)* please access the Creighton on-line micro-site at [http://www.tiaa-cref.org/tcm/creighton](http://www.tiaa-cref.org/tcm/creighton) click on “Enroll Now” on tool bar. There are two plans identified on the micro-site as follows:

- Creighton University DC Retirement Plan (Plan 101042)
- Creighton University TDA Plan (Plan 101043)

The DC is for employee’s that are eligible to receive the match (stores employee’s 5% deferral plus the University match).

The TDA plan (also known as a supplemental contribution or elective deferrals above an employee’s 5% deferral under the DC plan) is for employees not eligible for the match.

**Sub-categories**

- **Enroll online:**
  Please complete the application that applies to you and submit the enrollment application.

- **Salary Reduction Agreement:**
  You will need to complete a Salary Reduction Agreement (SRA) also under the “Enroll Now” section. Please print the form and return to Human Resources for processing. On the SRA please fill in the following demographic fields:
Print Name, Employee Number, Phone Number, and E-mail address. In the third section please complete Select Deferral Percentage (your entire deferral percentage is designated on this line) sign date and return to Judy Gonzales in Human Resources for processing. The SRA will begin on the first full payroll after your have completed the form. If you are making changes only, the request for the change will occur on the first available payroll upon receipt if reasonably feasible.

www.tiaa-cref.org
Once you have enrolled, log-on to TIAA-CREF, virtually anywhere, anytime for immediate, secure access to your account. You can make changes to your investment election, view your account balance, request exchanges between investment options, track your contributions, obtain latest performance information, review your fixed and variable annuities and mutual fund options and information, use online planning tools and calculators, obtain publications. Plan participants that wish to modify their elective deferral percentage, please see page 17.
Making Contributions under the Plan

**Voluntary Pretax Elective Participant Deferral Contributions**

When you enroll in the Plan, you will indicate the percent (whole percentage) of your “Regular Salary” you wish to have withheld from your pay each pay period to contribute to the Plan. Elective deferrals are withheld from your salary on a pre-tax 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. However, the Internal Revenue Service does not permit the Plan to recognize salary in excess of $255,000 for 2013 (this amount is adjusted annually by the Internal Revenue Service).

Pay excludes any of the following:

- Employer contributions to a deferred compensation plan which are not includable in your gross income for the taxable year in which contributed, including a plan described in Code Section 457(f) or employer contributions under a simplified employee pension plan to the extent such contributions are deductible to you, or any deductions from a plan of deferred compensation
- Amounts paid prior to plan entry

**Limits on Contributions**

The Internal Revenue Code limits contributions to the Plan as follows:

Elective Deferrals cannot exceed the Code Section 402(g) limit. For 2013, the general limit is $17,500. In future years, Section 402(g) limit will be adjusted for cost of living.

**Age-Based Catch-Up Contributions**

The Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) makes a “Catch-up Elective Deferral” option available to 403(b) retirement plan participants who reach age 50 or older during the plan year (calendar year).

The University’s Retirement Plan qualifies eligible plan participants to make the additional tax-deferred contributions. The amount must be in accordance with the tax laws after you maximize the regular contributions for that particular year. In 2013, the maximum amount permitted to be contributed as a catch-up contribution is $5,500. The catch-up contribution is periodically adjusted under the Code.

The University does not make matching contributions to these monies.
**Service Based Catch-Up Contributions**

A special catch-up provision may allow participants to make additional contributions if, as of the preceding year:

- The participant has 15 or more full years of employment at Creighton University.

Note: A Maximum Exclusion Allowance Calculation (MEA) must determine if an employee qualifies for this catch-up. The special catch-up provision allows additional contributions up to a maximum of $3,000 per year not to exceed $15,000 over a 5 year period. Not all employees with 15 years of service qualify therefore contact Human Resources to determine if you qualify for the service based catch-up contributions.

The University does not make matching contributions to these monies.

**Rollover Contributions**

As an eligible employee, you may make Rollover Contributions to the Plan of a distribution from another Code Section 403(b) plan, qualified plan described in Code Section 401(a) or 403(b) plan or IRA. See details below:

A direct rollover (a distribution paid directly to the plan) may come from:

- Qualified plans – including 401(k) plans (excluding after-tax employee contributions and any portion of a designated Roth account)
- Tax-sheltered annuity plans – including 403(b) plans (excluding after-tax employee contributions and any portion of a designated Roth account)
- Governmental 457 plans

A participant rollover (a distribution first paid to you) may come from:

- Qualified plans (including 401(k) plans (excluding any portion of a designated ROTH account)
- Tax sheltered Annuity plans – including 403(b) plans (excluding any portion of a designated ROTH account)
- Governmental 457 plans
- Traditional IRAs if the amounts would be included in gross income

Rollover contributions must meet Federal rules. So ask the plan administrator if you are interested in knowing more about them. The plan administrator in its sole discretion determines that the contribution satisfies all requirements under the Internal Revenue Code.
Past Employee Contributions

After-tax voluntary contributions could be made to this plan in the past. No new voluntary contributions after-tax contributions are allowed. The part of your vested account resulting from these contributions is always yours.

Total Contributions

The total of your University minimum and matching contributions and your elective deferrals to this Plan cannot exceed the Code Section 415 limit. For 2013, this limit is the lesser of $51,000 (increased in future years 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. In future years, Section 415(c) limit adjust for cost of living.

Exceeding Contribution Limits

Creighton payroll systems monitor 403(b) Plan contributions, and a participant’s contribution will stop automatically if they reach the limit before the end of the year. As a result, there is little chance of over contributing. In limited circumstances, however, excess contributions could occur-if, for example, a participant works at more than one company, and is taking advantage of another tax-advantage plan with another employer.

In this situation, the participant should contact the investment provider before the end of the year (or by March 1 of the following year) to request a refund.

The IRC requires that excess salary deferrals in any calendar year must be refunded to the participant by April 15 of the following year to avoid tax penalties. If excess refunds occur by April 15, the excess is treated as ordinary income for the year in which the salary deferrals were made. The refund will reflect any earnings (or loss) generated by the excess salary deferrals during that year. The earnings on the refund must be reported on tax returns for the year in which the refund is paid.

If an excess contribution is not refunded by April 15, the excess amount must remain in the Plan. The participant must still report the excess as ordinary income for the year in which the contributions were made. In addition, the excess amount will again be taxable as ordinary income in the year in which the participant receives a distribution that includes these monies. In other words, excess contributions that are not refunded by April 15, deadline are taxed twice.
Minimum Contributions/Matching Contributions

Once you reach the two years service and hours requirements employees who contribute from their annual base salary (includes salary up to $245,000) are matched by the University according to the following schedule:

<table>
<thead>
<tr>
<th>403(b) Elective Deferral</th>
<th>Matching Contribution</th>
<th>Minimum Employer Contribution</th>
<th>Total Employer Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>0%</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>1%</td>
<td>0%</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>2%</td>
<td>.60%</td>
<td>2%</td>
<td>2.60%</td>
</tr>
<tr>
<td>3%</td>
<td>1.90%</td>
<td>2%</td>
<td>3.90%</td>
</tr>
<tr>
<td>4%</td>
<td>3.20%</td>
<td>2%</td>
<td>5.20%</td>
</tr>
<tr>
<td>5%</td>
<td>4.50%</td>
<td>2%</td>
<td>6.50%</td>
</tr>
</tbody>
</table>

For purposes of matching contributions and minimum employer contributions, pay shall exclude the following:

- Overtime
- Summer session income
- Stipends
- Commissions
- Bonuses
- Special payments (including, but not limited to, teaching overload pay, seminars, summer research payments and similar items)

Matching Contribution Funding Schedule

Creighton’s Matching Contributions is deposited to a participants account on a payroll-by-payroll basis, as soon as administratively feasible.
Investing In Your Account

The Plan features a wide range of investment alternatives with different objectives, risk levels, and potential gain. The availability of these alternatives allows you to create an investment program that is right for you. Your contributions and the Creighton minimum and match (if applicable) are credited to your account.

The contributions are directed to the investment vendors as soon as reasonably possible after payroll is completed.

What are the Approved Investment Options?

The Plan Administrator Creighton University has chosen the vendors that can receive your salary deferral contributions. The Approved Investments are certain annuities and mutual funds offered through The Principal (The list of funds on the Principal platform are funds the University Fiduciary Committee have chosen), and the Teachers Insurance and Annuity also known as TIAA-CREF (TIAA-CREF participation is restricted to employees hired before November 1, 2008).

Plan Vendors

Principal Financial Group Summary

The Principal is based in Des Moines Iowa and provides participants with quarterly and annual statements of account transactions and fund balances.

TIAA-CREF Summary (Employee’s hired prior to November 1, 2008)

TIAA and CREF are companion organizations that provide investment opportunities to employees of academic institutions and certain other tax-exempt educational and research organizations.

TIAA-CREF is based in New York City and provides participants with quarterly and annual statements of account transactions and fund balances.

Investment Elections

When you enroll in the Plan and elect to make elective pretax deferrals, you choose how your deferral contributions are invested. You may direct your deferrals among any or all of the investment funds offered under the Plan. The investment for the Principal are located under the “Investment” tab at www.principal.com, at TIAA-CREF at www.tiaa-cref.org or you can contact Human Resources.
Brokerage Investment Option – Available through the Principal

The plan offers a self directed brokerage account option. There is an annual fee if you invest all or a portion of your deferrals in this type of an account. Also, certain transaction fees may apply based on the investments you select within the self-directed brokerage account option. If interested in this option, please follow the enrollment instructions on page 10. The brokerage account option is at the bottom of the investment options list.

The plan does not allow a participant to contribute to both fund vendors at the same time. This means you cannot split contributions between TIAA-CREF and the fund options that reside at the Principal.

When can a plan participant Stop, Increase, and/or Decrease Elective Deferral Contributions to the Plan?

You can stop or amend the percentage of your elective deferrals at any time. The new elective deferral percentage will change as soon as administratively possible.

If you select The Principal as a fund vendor you can suspend or amend the percentage rate you are contributing at any time by accessing your account on-line at the Principal at www.principal.com or by contacting Principal by telephone at 1-800-547-7754.

If you select TIAA-CREF as a fund vendor you can access the Creighton University’s benefit website at http://www2.creighton.edu/HR and print off a Salary Reduction Agreement (SRA). Complete the SRA and return to Human Resources.

Vesting

Under Creighton’s Plan participant contributions are fully and immediately vested. The term “vested” means that the participant owns all for the employee and University funds as contributions are made. The Plan Participant at termination from employment or retirement retains ownership of Retirement Funds.

Participant Investment Direction

The Plan is intended to comply with Section 404 (c) of the Employee Retirement Income Security Account of 1974 (ERISA) and accompanying regulations. This means the Plan permits participants to direct the investment of their Plan accounts. As long as the Plan complies with the requirements of Section 404(c), you will have responsibility for deciding how you invest within your Plan account. The parties that otherwise would be responsible for making investment decisions (the “fiduciaries” of the Plan) will not be liable for any losses that result directly from you investment elections.
Payments of Benefits

If still employed, when is a Plan Participant Eligible to Receive Benefits from the Plan?

The IRS places restrictions on withdrawals of accumulated Retirement Plan deferral’s to assure the monies deposited in the plan are used as retirement income.

In service Early Benefit Withdrawals

An employee can withdraw accumulated funds from their 403(b) only on the basis of an IRS defined “triggering event” such as:

- Attaining age 59 ½,
- Separation of employment;
- Death;
- Disability within the meaning if Code Section 72(m)(7);
- Member of Reserve Unit of the United States Forces,
- On the basis of an IRS definition of financial hardship

<table>
<thead>
<tr>
<th>Event</th>
<th>Withdraw Employee Deferrals</th>
<th>Withdraw Creighton Minimum or Matching Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attainment of Age 59 ½</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Death</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Disability</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Member of Armed Forces</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Rollover Contributions</td>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td>Financial Hardship</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

In-service Early Withdrawal Penalties

With few exceptions, distributions taken prior to age 59 ½ are subject to a 10% non-deductible penalty tax. In addition, the amount received is subject to the mandatory 20% ordinary income tax. During the period in which you take an early distribution your contributions to the plan is suspended for 6 months, but continues to receive the 2% minimum contribution by the University. Upon reaching the 6 month suspension, your elective deferral percentage will reinstate based on your elective deferral percentage that was in effect prior to the suspension, unless the plan participant modifies their elective deferral percentage.
**At Age 59 ½**

If you are age 59 ½ or older, you may withdraw all or any part of your vested account at anytime resulting from:

- 403(b) elective deferral contributions
- Matching contributions
- Minimum employer contributions
- Rollover contributions

**Divorce**

Your Plan account is intended only for you or your beneficiary. The account cannot be assigned, transferred, or seized by any creditors except in the below situation:

- If your spouse, former spouse, obtains a court order ordering the Plan to pay all or some of your Plan account to him/her pursuant to a divorce such as for alimony payments, or martial property rights, child support action or other kind of domestic relations proceedings, the Plan can honor those terms. A Qualified Domestic Relations Order (QDRO) may give all or part of your plan benefits to an alternate payee if it is determined to be a QDRO as defined by law. An alternate payee is your spouse, former spouse. In order to be a QDRO, the domestic relations order must include certain information and meet certain other requirements.

Please contact Human Resources if these exceptions apply to you.

**Financial Hardship**

During University employment, a participant may withdraw accumulated voluntary deferrals (only employee contributions/deferrals are eligible to be withdrawn for hardship purposes) in a lump sum (restricted to the value of the documentation plus gross up for taxes and penalties) payment provided the reason for the withdrawal meets IRS definition of financial hardship. In hardship situations, employee must provide documentation to support the expense.

- payment of tuition and related educational fees for the next 12 months of post-secondary education for a participant, his or her spouse, or dependent child, or
- cost directly related to the purchase of a primary residence (excludes down payments) but includes the closing costs, or
- payments necessary to prevent eviction of a participant from his or her primary residence or foreclosure on the mortgage of the principal residence, or
- Any tax deductible medical expenses incurred but not already paid or to be incurred. (documentation of such expenses must be provided) or
- total mental or physical disability or
➢ payments for burial or funeral expenses for the employee’s deceased parent, spouse, or children or
➢ Pay expenses to repair damage to your primary home that would qualify as a casualty deduction (without regard to whether the expense exceeds 10% of adjusted gross income.

Withdrawals are available to satisfy an immediate and heavy financial need if the need cannot be relieved through reimbursement or compensation by insurance, by reasonable liquidation of your assets, by stopping Plan contributions, or by other distributions.

Participants wanting to take advantage of this provision, please contact Human Resources for additional information.

**Transaction Fees**

Fee’s associated with certain transactions such as a lump sum or rollover distribution, in-service withdrawal for hardship and/or over age 59 ½ distributions and Qualified Domestic Relations order (QDRO) processing administered through the Principal Financial Group will be assessed at time of the request. The fees are only charged for services you choose to utilize and the fee will be deducted from your account and will reflect on your quarterly statement. Fees differ depending on the action you are taken and will range from $40.00 per transaction to $350.00.

**Loans**

Loans are not available under the plan.

**Member of Reserve Unit of the United States Forces**

If you are a member of a reserve unit of the United States Armed Forces and called to active duty after September 11, 2001, for a period of time that exceeds 179 days, you may withdraw all or any part of your elective deferral contributions during your period of active duty.

**Upon Being Disabled while Employed**

If an individual has been participating in the University’s Retirement Plan and is receiving the minimum and/or matching contribution from the University and becomes disabled and is currently enrolled in the Long-Term Disability Plan offered by the University through Mutual of Omaha Insurance Company you are eligible to receive contributions through the disability carrier. The disability carrier will send contribution monies to Creighton for deposit into your retirement account during the period you are disabled.
See disability plan provisions for details.

**Transferability Options while Employed**

Transfer of funds from TIAA-CREF- plan participant may at any time, transfer accumulated contract funds to The Principal. Please contact The Principal for transfer-In forms by calling 1-800-547-7754.

Transfer of funds from Principal – (Only applies to employee’s hired prior to November 1, 2008) plan participants may at any time, transfer accumulated contract funds to TIAA-CREF. Please contact TIAA-CREF for the transfer forms by calling 1-800-842-2776.

**At what time can Plan Participants take a distribution after Cessation of Employment?**

**Separation from Employment**

- A terminated employee of Creighton University may withdraw all accumulations salary deferrals and university matching contributions (and related earnings), subject to the terms of the funding vehicles. Balances can also be left in the Plan upon termination subject to minimum distributions requirements generally at age 70 ½. Participants should consult their tax advisor to determine the financial impact before requesting a distribution. Distributions taken prior to age 59 ½ are generally subject to a 10% penalty tax in addition to ordinary federal and state income taxes. A distribution after age 59 ½ is not subject to the 10% penalty.

- If you decide to leave your account under the Plan, former participants may no longer contribute, although they may continue to transfer funds among the investment options, and rollover money into the plan.

- Separated employees after age 55 and prior to age 59 ½. Employees who separate from the University at age 55 or older and request a cash distribution prior to age 59 ½ will not be assessed a 10% penalty by the IRS. The 20% ordinary income tax withholding still applies.

**Payment at Death**

An employee who dies before receiving a distribution will have the full current value of his or her account (Salary Deferrals, University matching contributions, and associated earnings) paid to the designated beneficiary or beneficiaries named by you.

Employees should review their beneficiary designations periodically to make sure the beneficiary(ies) they want to receive the benefits is properly designated. Employees may change their beneficiary by completing the “Designation of Beneficiary” form available at TIAA-CREF and an employee enrolled with The Principal can access the
Principal website to make appropriate designation changes. If naming a Trust, Estate, please print off a copy of the beneficiary form from the Principal and TIAA-CREF website and submit to the vendor.

If an employee dies without having named a beneficiary and they are married at the time of death, the spouse will automatically receive the accumulation. If the employee is not married, the Estate will receive the entire accumulation.

Beneficiary(ies) must contact the investment vendor directly for instructions on how to proceed.

**Upon Being Disabled after Termination**

You may withdraw all or any part of your vested account resulting from your 403(b) elective deferral contributions at anytime if you become totally disabled, as defined in the plan. Permanently disabled employees are eligible to receive a distribution of their total account balance (salary deferrals, matching contributions, and earnings).

Participants should consult their tax advisor to determine the financial impact before requesting a distribution.

**Transferability Options upon Cessation of Employment**

Participants who leave Creighton University may transfer accumulated Retirement funds to any investment company approved by their new employer.

A participant is entitled to receive a distribution of accumulated funds and is eligible to rollover such funds into an IRA.

**Tax Considerations**

Benefits you receive are normally subject to federal and state income taxes. Distributions taken prior to age 59 ½ are generally subject to a 10% penalty tax in addition to ordinary federal and state income taxes. A distribution after age 59 ½ is not subject to the 10% penalty.

Each person’s tax situation differs. Your tax advisor can help you decide the best way for you to receive benefits.
Benefits at Retirement

A participant may delay withdrawals from the 403(b) Plan after severance from employment. However, IRS regulations specify that an individual who has left Creighton University must begin receiving a specified minimum amount by April 1st of the year after reaching age 70 ½ and by December 31st of every year thereafter. If a participant continues working at the University beyond the age of 70 ½, they can continue deferring distributions from the Plan until April 1 following the year of retirement.

Participants who do not receive minimum distributions by the required dates, or who receive less than the minimum amount the law requires, substantial tax penalties will apply.

Minimum required distributions are not eligible for rollovers. A minimum required distribution is calculated in accordance with U.S. Treasury regulations.

For more information regarding Minimum Distributions, contact The Principal and/or TIAA-CREF.
Receiving Your Benefits

**Forms of Payout**

The plan offers the following optional benefit payouts: To obtain more information regarding these distributions, contact The Principal directly.

<table>
<thead>
<tr>
<th>The Principal Withdrawal Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>A monthly income to you for life, but no benefits are payable after your death.</td>
</tr>
<tr>
<td>Receive a monthly income to you for life. If you die before the end of a certain number of years (you may choose 5, 10, 15 years), payments continue to your beneficiary until that period ends. Once you begin the process of receiving payments, you cannot stop or reverse the process.</td>
</tr>
<tr>
<td>A monthly income to you for life, whereas you choose a percentage (50%, 66 2/3%, 75%, or 100%) of your monthly income to continue for the lifetime of a survivor you name. If both you and your survivor die before the total amount paid equals the amount used to purchase the annuity, payments continue to a beneficiary until the total amount paid equals the purchase price.</td>
</tr>
<tr>
<td>A monthly income paid to you for a fixed period-of-time (not less than 60 months). If you die before the end of the fixed period, payments continue to your beneficiary until that period ends.</td>
</tr>
<tr>
<td>A monthly income paid to you for a fixed period-of-time (not less than 60 months). If you die before the end of the fixed period, payments continue to your beneficiary until that period ends.</td>
</tr>
<tr>
<td>Select a series of substantially equal annual payments over a fixed period. You can choose to receive the payment on an annual, semi-annual, quarterly, or monthly basis. You may also request extra payments. Your payments in the calendar year in which you reach 70 ½ and later calendar years will be increased to the extent necessary to satisfy the minimum payment required by law.</td>
</tr>
<tr>
<td>Select a payment of a specified dollar amount each calendar year. You can choose the amount and can choose to receive the payment on an annual, semi-annual, quarterly, or monthly basis. You may also request extra payments. Your payments in the calendar year in which you reach age 70 ½ and later calendar years will be increased to the extent necessary to satisfy the minimum payment required by law.</td>
</tr>
</tbody>
</table>
TIAA-CREF (Employees hired prior to November 1, 2008)

Certain investment options such as the TIAA Traditional Annuity may have restrictive distribution provisions that would prohibit or delay a distribution. To obtain more information regarding these distributions, contact TIAA-CREF directly.

<table>
<thead>
<tr>
<th>TIAA-CREF Withdrawal Options</th>
</tr>
</thead>
</table>
| TIAA Traditional SRA or GSRA (Group Supplemental Retirement Annuity) | ▪ Lump sum distributions  
▪ Installments distributions  
▪ Fixed period annuities  
▪ Single and joint life annuities with or without guaranteed periods  
▪ Minimum distributions  
▪ Direct Rollover distributions |
| TIAA Traditional RA (Retirement Annuity) | ▪ Available in ten annual installments paid over a nine year period through a Transfer Payout Annuity (TPA).  
▪ Interest Only Option  
▪ Single and joint life annuities with or without guaranteed periods  
▪ Minimum Distribution Option |

Other Options

- Single Sum payment

If you receive a single sum payment, the payment will be fully taxable as ordinary income for federal tax purposes when you receive it, unless you roll it over to an IRA or another employer’s eligible retirement plan.

You should consult a tax advisor before you receive Plan money that is subject to taxation.

A Spouse’s Rights

Federal law may require you to have your spouse’s consent to start benefits before the date you reach age 62. No consent is required if your benefits are to be paid to you monthly for life with 50% of your monthly income paid to your spouse after your death.

Federal law may require you to have your spouse’s consent to receive any form of benefit which does not pay a monthly income to you for life with 50% of your monthly income paid to your spouse after your death. Your spouse has the right to limit consent to a specific optional form of benefit or to limit consent to a specific beneficiary for any form which pays a death benefit. Your spouse can waive one or both of these rights.
Your spouse may revoke consent at any time before benefits begin. A spouse’s consent is not valid for a former or future spouse of yours.

Beneficiary

If you have been married for a full year, your spouse must consent to any beneficiary you name for death benefits which are payable if you die before you benefit payment start. Any consent given by your spouse before the first day of the plan year in which you reach age 35 will not be valid after the first day of that year. A new consent must be obtained. If you stop working before this date, however, any consent given by your spouse after you stop working will remain valid for benefits from contributions made before you stop working.

Your spouse’s consent may let you make future changes without his or her consent. If it does not, you will need a new consent to make a new choice. You do not need your spouse’s consent to cancel a choice. Your spouse may revoke consent at any time before your death. A spouse’s consent is not valid for a former or a future spouse of yours.

Direct Rollover Contribution

In general, you can roll-over all or any part of a distribution from a 403b plan to a traditional IRA or an eligible retirement plan without paying any taxes. The maximum amount eligible for a 403b rollover is the amount that would be taxable.

Restrictions

Certain investment options such as the TIAA Traditional Annuity may have a restrictive distribution provision that would prohibit or delay a distribution. See TIAA-CREF Contract for more information on each of the withdrawal options.

Plan to Plan Transfers and Contract Exchanges

Under certain circumstances, you may directly transfer your vested account from another Code Section 403(b) tax deferred annuity plan to this plan. This transfer becomes a part of your vested account under the plan.

In addition, if more than one custodial account or annuity contract can be used for investment purposes under the plan, you or your beneficiary may change the investment of your account among any of the custodial accounts or annuity contracts allowed. Restrictions may apply.
Important Information for You

Your Rights under ERISA

As a participant in the Retirement Plan of Creighton University, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to receive information about the Plan and Benefits Examine, without charge, at the plan administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and, if applicable, collective bargaining agreements that include provisions to establish, operate, or govern the plan, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of all documents governing the plan, including insurance contracts and, if applicable, collective bargaining agreements that include provisions to establish, operate, or govern the plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan’s annual financial report. The law requires the plan administrator to furnish each participant with a copy of this summary annual report.

Obtain a statement of your account values and what part of these values will be yours if you stop working under the plan now. If you do not have a right to these values, the statement will tell you how many more years you have to work to get a right to all or a part of these values. This statement will be provided to you in writing at least once each calendar year quarter. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union (if applicable), or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.
**Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are Discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions**

If you have any questions about the plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**The Plan Administrator**

The plan Administrator has the full power to decide what the plan provisions mean; to answer all questions about the plan, including the alternate payee may get a copy of these procedures, without charge, from the plan administrator.
**Processing Distributions and Other Transactions**

Distributions, investment directions, trades, and similar transactions shall be completed as soon as administratively possible once the information needed to complete such transaction has been received from you or whoever is providing the information. The plan, plan administrator, custodian, insurer, or we do not guarantee the time it takes to complete a transaction.

We, the plan administrator, or the custodian reserve the right not to value an investment option on any given valuation date for any reason deemed appropriate by the plan administrator, the custodian, or us. Factors such as failure of systems or computer programs, failure of transmission of data, forces that cannot be controlled or anticipated, failure of a service provider to timely receive values or prices, and corrections of errors will be used to determine how soon it is possible to complete a transaction. While it is anticipated that most transactions will be completed in a short period, in no event will the time needed to process a transaction be deemed less than 14 days. The processing date of a transaction shall be binding for all purposes under the plan and considered the applicable valuation date for any transaction.

**Assigning Your Benefits**

Benefits under the Plan cannot be assigned, transferred, or pledged to someone else other than in the following:

- Qualified Domestic Relations Orders (QDRO) such as in cases of alimony payments, marital property, and rights to a spouse or former spouse.

- Any offset to your benefit per a judgment, order, decree, or settlement agreement because of a conviction of a crime against the plan or a violation of ERISA. The plan administrator will tell you if either of these exceptions applies to you.

**Your Social Security Benefits**

Your benefits from this plan are in addition to your benefits from Social Security. You should make your application for Social Security (and Medicare) benefits three months before you want Social Security payments to begin.
**Claiming Benefits under the Plan**

Apply for benefits to the plan administrator. You will need to complete all necessary forms and supply needed information, such as the address where you will get your checks.

Your claim will be reviewed and a decision made within 90 days. In some cases the decision may be delayed for an additional 90 days. If so, you will be notified in writing before the end of the initial 90-day period. The notice will include the reason for the delay and the date when the decision is expected to be made.

If you make a claim and all or part of it is refused, you will be notified in writing. You will be told:

- The specific reason or reasons why your claim was refused,
- References to specific provisions of the plan governing the decision,
- What additional information is needed, if any, and why it is needed, and
- what steps you should take to have your claim reviewed, including time limits on requesting a review, and that you have a right to sue if upon review your claim is refused.

You have 60 days after you receive written notice your claim is refused to make a written appeal to the plan administrator. If you appeal, you may also submit written comments, documents, records, and other information relating to the claim. You may request free of charge, access to, and copies of, all documents, records, and other information on which the determination was based. The Plan Administrator will review the claim taking into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

A decision will be made on your appeal within 60 days. In some cases the decision may be delayed for an additional 60 days. If so, you will be notified in writing before the end of the initial 60-day period. The notice will include the reason for the delay and the date when the decision will be made.

If you make an appeal and all or part of your claim is refused, you will be notified in writing.

You will be told:

- The specific reason or reasons why your claim was refused,
• References to specific provisions of the plan governing the decision,

• You may request and receive free copies of all documents, records, and other information on which the determination was based, and

• You have a right to sue.

You may authorize a representative to act on your behalf with respect to a benefit claim or an appeal. You will have to complete the necessary forms to designate an authorized representative to act on your behalf. In that case, all information and notices will be given to the representative unless you direct otherwise.

The plan administrator will perform periodic examinations, reviews, or audits of benefit claims to determine whether determinations have been made in accordance with plan documents and plan provisions have been consistently applied.

In the case of a claim for disability benefits, the above provisions will be modified as follows:

Your disability claim will be reviewed and a decision made within 45 days. In some cases the decision may be delayed for an additional 30 days if the plan administrator is unable to make a determination due to matters beyond its control. If so, you will be notified in writing before the end of the initial 45-day period. The notice will include the reason for the delay and the date when the decision is expected to be made. In some cases the decision may be delayed for an additional 30 days if the plan administrator is unable to make a determination due to matters beyond its control. If so, you will be notified in writing before the end of the first 30-day period. The notice will include the reason for the delay and the date when the decision is expected to be made. In the event of any delay, the notice of the delay will explain the standards on which entitlement to the disability benefit is based, the unresolved issues that prevent a decision on the disability claim, and the additional information needed to resolve those issues. If a decision is delayed, you will be given at least 45 days to provide any additional information.

In the event the delay is due to your failure to submit needed information, the 30 days will begin when you respond to the request for additional information.

If you make a disability claim and all or part of it is refused, you are notified in writing. You are told the following:

• The specific reason or reasons why your disability claim was refused,

• References to specific provisions of the plan governing the decision,

• What additional information is needed, if any, and why it is needed,
• What steps you should take to have your disability claim reviewed, including time limits on requesting a review, and that you have a right to sue if upon review your disability claim is refused,

• The internal rule, guideline, protocol, or other similar criterion, if any, used to make the determination (or state that it was used and a copy will be provided free of charge upon request), and

• An explanation of any scientific or clinical judgment for the determination if benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit (or state that the determination was based on such an exclusion or limit and the explanation will be provided free of charge).

You have 180 days after you receive written notice your disability claim is refused to make a written appeal to the plan administrator. If you appeal, you may also submit written comments, documents, records, and other information relating to the disability claim. You may request free of charge, access to, and copies of, all documents, records, and other information on which the determination was based. The plan administrator will review the disability claim taking into account all comments, documents, records, and other information submitted by you relating to the disability claim, without regard to whether such information is submitted or considered in the initial benefit determination.

The review will not afford deference to the initial adverse benefit determination and shall be conducted by neither an appropriate named fiduciary who is the individual who made the adverse benefit determination that is being appealed, nor the subordinate of such individual. If the adverse benefit determination is based in whole or in part on a medical judgment, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall be an individual who is neither the individual who was consulted in connection with the adverse benefit determination that is being appealed, nor the subordinate of such individual. You shall be provided with the identity of medical or vocational experts whose advice was obtained on behalf of the plan in connection with the adverse benefit determination, without regard to whether the advice was relied on.

A decision will be made on your appeal within 45 days. In some cases the decision may be delayed for an additional 45 days. If so, you will be notified in writing before the end of the initial 45-day period. The notice will include the reason for the delay and the date when the decision will be made.

In the event the delay is due to your failure to submit needed information, the 45 days will begin when you respond to the request for additional information.
If you make an appeal and all or part of your disability claim is refused, you will be notified in writing. You’ll be told:

- Specific reason or reasons why your disability claim was refused,
- References to specific provisions of the plan governing the decision,
- You may request and receive free copies of all documents, records, and other information on which the determination was based,
- You have a right to sue,
- The internal rule, guideline, protocol, or other similar criterion, if any, used to make the determination (or state that it was used and a copy will be provided free of charge upon request), and
- An explanation of any scientific or clinical judgment for the determination if benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit (or state that the determination was based on such an exclusion or limit and the explanation will be provided free of charge).

Your notice will also include the following statement: “You and the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”

**Changing or Stopping the Plan**

The plan can change at any time. We will notify you of any changes that affect your benefits.

Benefits you have earned as of the date the plan is changed may not be reduced except as required by law. If the plan is changed, the administrator can tell you which benefits and forms of payment are preserved for you.

An earlier version of the plan may continue to apply in certain situations. For example, participants who stop working for us have eligibility for benefits determined under the version in effect when they stopped working.

Termination of the plan can occur (stopped). If the plan is terminated your account will be will 100% vested and non-forfeitable. Your account will be held under the plan and continue to be credited with investment earnings until it is used to provide benefits according to the terms of the plan.
Our Plan and the Pension Benefit Guaranty Corporation (PBGC)

Because our plan is a defined contribution plan, we keep individual accounts for all participants. The Employee Retirement Income Security Act (ERISA) excludes plans like this one from insurance provided through PBGC.

Military Service

You may be entitled to certain benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994. The benefits you are entitled to will be determined at the time you return to service based on your period of military service and whether or not you returned to work during the period of time which you have reemployment rights.
Facts about the Plan

Plan Sponsor and Identification Number

Creighton University
2500 California Plaza
Omaha, NE 68178-0133
EIN: 47-0376583

Plan Name and Plan Number

Retirement Plan of Creighton University
PN: 002

Type of Plan

403(b) Tax Deferred Annuity Plan
ERISA 404(c) compliant

Plan Administrator

Administrative Committee
Creighton University
2500 California Plaza
Omaha, NE 68178-0133
Telephone: (402) 280-5767

Type of Administration

Employer

Plan Year

January 1 through December 31

Funding Medium(s)

A group annuity contract with:
Principal Life Insurance Company
711 High Street
Des Moines, IA 50392-0001

Principal Investors Fund, Inc.
Distributor:
For more complete information about the funds available to you, call 1-800-547-7754 for a free prospectus.

TIAA-CREF
730 Third Avenue
New York, NY 10017

For more complete information about the funds available to you, call 1-800-842-2776 for a free prospectus.

Access Funds

Broker/Dealer:
Princor Financial Services Corporation
Des Moines, IA 50392-0200
Member SIPC

For more complete information about the mutual funds available to you, call 1-800-547-7754 for a free prospectus.

TIAA-CREF
730 Third Avenue
New York, NY 10017

For more complete information about the funds available to you, call 1-800-842-2776 for a free prospectus.

Principal Self-Directed Brokerage Account SM

Broker/Dealer:
Princor Financial Services Corporation
Des Moines, IA 50392-0200
Member SIPC
Clearing Services:
Pershing LLC

For more complete information about the Principal Self-Directed Brokerage Account SM, see your employee enrollment information.
If any part of your account is invested with a vendor or vendors other than a member of the Principal Financial Group, those vendors are also Funding Mediums. See the plan administrator for a list of the other vendors.
Custodian

Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company
1013 Centre Road
Wilmington, DE 19805-1265

Agent for Legal Process of the Plan

Jeff Branstetter
Executive Director
Creighton University
2500 California Plaza
Omaha, NE 68178-0133

Service of legal process may also be made on the plan administrator.

Additional Information

For more information about Principal Financial Group® or the plan, you may access the Principal website at www.principal.com or call TeleTouch® at 1-800-547-7754. TeleTouch® is a special service from Principal Financial Group®.

The following are member companies of the Principal Financial Group:
• Principal Life Insurance Company
• Princor
• Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company
and are not affiliated with:
• Pershing LLC or any other companies of BNY Securities Group

No other vendors are member companies of the Principal Financial Group.