This booklet is not the Plan document, but only a summary of its main provisions and not every limitation or detail of the Plan is included. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the official Plan document, the Plan document shall control.

This booklet is part of the summary plan description required by the federal pension laws. The other part is the Dartmouth College Employee Benefit Plan Claims and Appeal Procedures booklet, a copy of which is available upon request.
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Dartmouth College offers a tax-favored savings plan for all eligible employees who wish to supplement the benefits provided by Dartmouth under its retirement plans with their own personal savings. This savings plan is called the Supplemental Retirement Accounts for All Employees of Dartmouth College, or “SRA.”

Whatever your plans for retirement, the SRA can be an important tool to help you increase your future retirement income. The SRA is a tax-deferred plan that lets you put money aside before you pay income taxes. Also, earnings on your SRA are not taxed until distributed, so your money can grow faster to help support you when you retire. You do not pay federal income taxes on the contributions, or the interest the contributions earn, until you receive the money from your account.

If you choose to participate in the SRA, you direct where contributions to your SRA are invested among Fidelity Investments or TIAA (“Investment Companies”). Each of these companies offers numerous investment options with different investment goals, strategies and degrees of risk. You are always fully vested in these contributions and your contributions accumulate with interest, earnings and investment gains or losses. The resulting amount will be an additional source of retirement income for you, and can be paid to you at retirement in any of a variety of methods, or may be paid to your beneficiary if you should die before retirement.

Please read this booklet carefully and share it with your family. Your spouse or other designated beneficiary will be eligible for an SRA benefit upon your death. If you need additional information about any part of the SRA, you wish to receive a copy of the Plan document, or you have a question about how the SRA applies to you, please contact the Benefits Office (contact information is on page 19 of this booklet).
Eligibility

All employees* are eligible to participate in the SRA Plan upon date of hire. There is no minimum service, minimum age or minimum hours required to participate.

* Only individuals classified as “regular employees” by Dartmouth are eligible to participate. Individuals who are classified as other than employees, for example, consultants or independent contractors (including those classified as “Research Fellows”) are not eligible to participate. Students regularly enrolled at Dartmouth are not eligible even if they are also working at Dartmouth.

Participation

Participation Begins. You can start your SRA at any time after your hire date. Participation is totally voluntary. You decide how much you want to contribute to an SRA; however, you must contribute a minimum of $200 per year among the Investment Companies you choose.

Contributions are automatically deducted from your pay before income taxes are withheld, reducing your taxable income. SRA contributions are subject to FICA taxes. Although your voluntary SRA contributions reduce your pay for income tax purposes, pay-related Dartmouth benefits, such as retirement, life insurance coverage and LTD are not affected.

Participation Ends. Your participation in the SRA ends when you are no longer employed by Dartmouth. If you should return to work as an eligible Dartmouth employee, you may re-establish contributions to the SRA.

Enrollment. To establish an SRA, you must complete an online enrollment form and an online account application for each Investment Company you intend to invest with indicating your investment choices. You also must designate a beneficiary. On your online enrollment form, you will need to indicate how much you want to contribute, either as a percentage of pay or a per paycheck dollar amount. If you elect a percentage of pay, that percentage will be deducted from each subsequent paycheck. If you elect a per paycheck dollar amount, that dollar amount will be deducted from each subsequent paycheck. Although the Plan now allows you to contribute the lesser of your pre-tax contribution limit or 100% of pay, when you are making your elections, you must consider other benefit deductions and taxes being withheld from your paycheck. Your voluntary retirement contributions cannot reduce your salary to the degree that there is not enough remaining pay to support taxes, pre-tax benefits, or regular recurring deductions.
After you enroll, you may change your contribution amount at any time by logging on to the Flex Online benefit system at http://benefits.dartmouth.edu. Contributions will be effective for the next appropriate pay period.
The Advantages of Pre-Tax Investments

Saving on a before-tax basis reduces the federal income taxes you pay each year. Also, by starting to save early, you can increase the amount you may have at retirement. For example, by investing $1,000 a year starting at age 25, you could earn $165,000 by the time you retire at age 65 (assuming an average return of 6%). If you wait until age 35 to begin saving the same amount, assuming the same return, you’ll have $84,000. And if you don’t start saving until age 45, you’ll have earned only $39,000 by the time you retire.

Contribution Amounts

**Minimum Amount.** The minimum amount you can contribute is $200 a year in total. The maximum you can contribute is subject to the IRS contribution limits described below.

**Maximum Voluntary Pre-Tax Contributions.** You may contribute the lesser of 100% of pay or a fixed amount as shown below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Pre-Tax Contribution Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$18,000</td>
</tr>
<tr>
<td>2017</td>
<td>$18,000</td>
</tr>
<tr>
<td>2018</td>
<td>$18,500</td>
</tr>
</tbody>
</table>

This annual dollar limit is reviewed annually for inflation. When adjusted, the amount will increase in $500 increments.
**Age 50+ Catch-Up Contributions.** If you are age 50 or older before the end of the plan year, you may make an additional “catch-up” contribution to your SRA.

<table>
<thead>
<tr>
<th>Year</th>
<th>Age 50+ Catch-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$6,000</td>
</tr>
<tr>
<td>2017</td>
<td>$6,000</td>
</tr>
<tr>
<td>2018</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

*The catch-up contribution limit is reviewed annually for inflation. When adjusted, the amount will increase in $500 increments.*

**15-Year Special Catch-Up.** You may be eligible to make an additional contribution called a “15-Year Special Catch-Up.” This is in addition to your Voluntary Pre-Tax Contributions and Age 50+ Catch-Up Contributions (if eligible). This applies if you have 15 or more years of service at Dartmouth. If you are eligible, this Special Catch-Up amount and the limits applicable to you are shown on your online enrollment form.

This limit cannot be more than $3,000 in a year; however, it can be less than $3,000 depending upon past contributions. Here are the additional limits:

- $15,000 minus all contributions made in prior years under the 15-Year Special Catch-Up rule; or
- A special limit that takes into account the prior Pre-Tax Contributions you made to the Defined Contribution Retirement Plan (if eligible) and to a supplemental retirement annuity or account, compared to $5,000, multiplied by your years of service with Dartmouth.

**Overall Contribution Limit.** Contributions to your SRA, when added to Dartmouth contributions on your behalf under the Defined Contribution Retirement Plan (but not the Defined Benefit Retirement Plan), cannot exceed 100% of your pay or $55,000, whichever is less. This limit is indexed for inflation under IRS rules.

**Caution.** Federal tax rules are complicated and are subject to change. This description is only a summary. Check with your personal accountant, tax advisor or the IRS if you have a particular question about tax issues relating to contributions to or distributions from your SRA account.
**Special Situations**

**Rollovers.** You may consolidate retirement funds from previous employers provided retirement plans are transferred to your SRA. If you have a 401(a), 401(k), 403(b), or governmental 457(b) plan account, these funds can be rolled over to your SRA. Funds rolled to the SRA Plan will be subject to the terms and conditions of the Plan. If you wish to roll over your accounts to the SRA Plan, you must complete the necessary Investment Company forms and you should contact the investment provider that currently holds these funds to determine if they require additional forms.

**Defined Contribution Retirement Plan Participants.** Grandfathered participants in the TIAA 403(b) Defined Contribution Plan may add voluntary contributions directly to that account (subject to the contribution limits described above) instead of (or in addition to) contributions to the SRA. Fidelity does not permit such contributions under the Defined Contribution Retirement Plan.

Generally, a 403(b) Defined Contribution Plan participant would choose to make voluntary contributions to his or her account under this SRA Plan because of its more flexible withdrawal rules (see the table below). However, TIAA investments under the 403(b) Defined Contribution Plan may earn a higher rate of return than a separate TIAA contribution under the SRA. CREF rates are the same. Other differences between the SRA and the 403(b) Defined Contribution Plan are summarized in the table below.

<table>
<thead>
<tr>
<th>Adding Voluntary Contributions To:</th>
<th>TIAA via SRA</th>
<th>versus</th>
<th>TIAA via 403(b) Defined Contribution Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Can be withdrawn as early as age 59 1/2 even though you are still working.</td>
<td>Withdrawal Event</td>
<td>Termination or retirement.</td>
<td></td>
</tr>
<tr>
<td>Yes, available.</td>
<td>Loans?</td>
<td>No, not permitted.</td>
<td></td>
</tr>
<tr>
<td>Yes.</td>
<td>Lump Sum Withdrawal of Accumulations in Account?</td>
<td>Available from CREF only.</td>
<td></td>
</tr>
<tr>
<td>TIAA SRA normally earns a lower rate than TIAA 403(b) Defined Contribution Plan; CREF rates are the same.</td>
<td>Interest Rates</td>
<td>TIAA 403(b) Defined Contribution Plan normally earns a higher rate than the TIAA SRA; CREF rates are the same.</td>
<td></td>
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</tbody>
</table>
Other Employers or Plans. The contribution limits described here consider only your pay and contributions related to your employment at Dartmouth. If you actively contribute to more than one supplemental retirement account (also known as tax-sheltered annuities) or 403(b) custodial account, or to a 401(k) plan of another employer, you should be aware that certain limits must be computed taking into account your elective contributions to these other plans. In addition, if you have self-employment income and contribute to a qualified plan (such as a “Keogh” plan, or SEP), or if you own a corporation and participate in a qualified plan maintained by your corporation, contributions on your behalf to such plans must be taken into account when determining your contribution limit. It is your responsibility to notify the Benefits Office if any of these circumstances apply to you and to obtain any necessary tax advice from your own advisors to avoid over contributions and possible related tax penalties.
In-Service Withdrawals. While you are still employed by Dartmouth, you may withdraw from your SRA account, but only if you are at least age 59½ or you have a financial hardship (as defined in strict IRS rules, which restrict financial hardship to a limited number of situations). If you wish to make an in-service withdrawal, contact the Investment Company for additional information.

Loans. You can borrow funds from a TIAA or Fidelity SRA prior to retirement by contacting TIAA or Fidelity directly.

Generally, IRS rules limit the amount that can be borrowed from the Plan to the lesser of one-half of your account balance, or $50,000 (reduced by the highest outstanding loan balance during the 12 months preceding the loan). Also, the loan must be repayable within five (5) years, unless it is for the purchase or construction of a principal home for you. In that case, the loan may be repayable over a longer period, established at the time of the loan. Contact the Investment Company(ies) where your SRA contributions are invested for more information.
Receiving Benefits

When Retirement Payments Begin. You can begin taking withdrawals from your SRA after you have terminated employment with Dartmouth. (See the preceding page for information about in-service withdrawals.) There is no legally mandated retirement age. As long as you continue working at Dartmouth, you may contribute from your pay to your SRA.

Following termination, you can postpone the start of your SRA benefits until the beginning date required under federal tax law. The tax law still requires you to start receiving income by April 1st of the year after the year you reach age $70\frac{1}{2}$, if you are no longer working at Dartmouth. In most cases, the later you begin payments, the larger they will be.

All withdrawals are initiated by contacting the Investment Company(ies) directly.

Forms of Distribution. Subject to the spousal rights described below, the SRA permits you to receive your benefits in the form of a cash payment, a lifetime annuity, or a variety of other payment methods provided by the Investment Company(ies). You should check with the Investment Company(ies) holding your account to see which methods are available and what rules govern the payment process in each case. Also, since there are significant legal and financial consequences to retirement settlements, you should be familiar with the relevant IRS regulations (or consult a tax advisor) before taking any action.

Spousal Right To Plan Benefits. (Note: unless otherwise stated, references to “spouse” and “married” participants refer only to individuals whose marriage is recognized under federal law.) Unless the waiver and written consent described below are properly completed, all married participants in this Plan are subject to the following provisions:

- **Pre-retirement spousal benefit:** If you are married and die before Plan benefit payments begin, your surviving spouse must receive a benefit that is at least 50% of the current value of your account. This amount is paid as a life annuity to your surviving spouse unless the spouse chooses another payment option. You can designate a separate beneficiary for the other 50% of your account, if you choose.

- **Post-retirement spousal benefit:** If you are married when your SRA benefit payments begin, your account will be applied to buy a joint annuity from an insurance or annuity company. The joint annuity provides a monthly income to you for life, with a monthly income after your death to your surviving spouse (to whom you were married when annuity payments began). The continuing payments to your spouse must be at least 50% of the monthly payment to you.

Married participants and their spouses may waive the spousal entitlement to a joint annuity or a pre-retirement death benefit only if a written election of another form of payment or designation of a non-spousal beneficiary is filed with the Investment Company providing the benefit, along with a written consent signed by the spouse and witnessed by a notary public. The Investment Company will supply you with the necessary forms.
For post-retirement survivor benefits (joint annuity), the waiver may be made only during the 180-day period before benefits begin. The waiver may also be revoked during the same period, although it generally may not be revoked after annuity income begins.

The period during which you and your spouse may elect to waive the pre-retirement spousal death benefit begins on the first day of the plan year in which you attain age 35 and continues until the earlier of your death, or the date you start receiving annuity income. If you die before attaining age 35 – i.e., before you have had the option to make a waiver – at least 50% of the full current value of the accumulation is payable automatically to your surviving spouse. If you terminate employment before age 35, the period for waiving the pre-retirement death benefit begins at your date of termination. The waiver may also be revoked during the same period.

In the event that a judgment, decree or other court order establishes the rights of another person (called an “alternate payee”) to all or part of your account under this Plan in order to provide child support, alimony or other marital property payments, the Plan Administrator will determine if the order meets the requirements of a “qualified domestic relations order.” If the order is “qualified,” payments will be made in accordance with that order. If a court issues a qualified domestic relations order, such order may preempt the usual requirements that your spouse be considered your primary beneficiary for a portion of the account.

**Death Benefits.** If you die before receiving your SRA account, the full current value of your account is payable as a death benefit to the beneficiary(ies) you name, subject to the spousal rights described above. You should file a designation of beneficiary form with each Investment Company that holds part of your account.

You should review your beneficiary designation from time to time, and contact the Investment Company(ies) holding your account if you wish to change it. Where there is no designated beneficiary, your account will go to your surviving spouse (if any), otherwise to your estate (unless the Investment Company sponsoring your investment options has different rules). Note: for purposes of determining who will receive your death benefits where there is no designated beneficiary, a surviving spouse of the same gender as you (who is validly married to you under the laws of a jurisdiction that permits same sex marriage), or a beneficiary who was your domestic partner at the time of your death (under Dartmouth’s regular Policies and Procedures relating to domestic partnerships) will be deemed to be your surviving spouse. Federal tax law places certain limitations on when and how death benefits are received, which are explained to beneficiaries at the time of a benefit application.

**If You Leave Dartmouth.** If you leave Dartmouth, your SRA account goes with you. In some cases you may be able to continue participating with the Investment Company(ies) holding your accumulations. But if not, your account will continue to earn interest and/or investment gains and losses.

If you leave Dartmouth, you may also request that your account balance be rolled over to an “eligible retirement plan,” including an individual retirement account (“IRA”) or a plan sponsored by your new employer (if that plan accepts rollovers from this Plan).
Taxation of Benefit Payments

Distributions received from your SRA account are subject to federal income tax as you receive payments because your contributions to the SRA were made on a pre-tax basis and the interest, earnings and/or investment gains and losses on your contributions were not taxed while they were accumulating in your SRA.

Federal law requires the Investment Company(ies) to withhold income taxes from benefit payments, unless you instruct them to do otherwise (withholding may be mandatory under certain circumstances). Besides normal federal income taxes, an additional 10% tax applies to benefits received before age 59\(\frac{1}{2}\), unless one of the following exceptions applies:

- you retire or leave Dartmouth and begin a lifetime annuity or installment income option;
- you leave employment at age 55 or older;
- you have unreimbursed medical expenses that are greater than 7.5% of your adjusted gross income;
- you die or become disabled;
- the distribution is paid to someone besides you under a Qualified Domestic Relations Order (e.g., a divorce settlement).

Federal tax rules are complicated and are subject to change. This description is only a summary. Check with your personal accountant or tax advisor if you have a particular question about taxes on payments from the SRA to you (if you made after-tax contributions to your SRA, for example, a tax professional can advise you on how this impacts you).
Investment Companies and Investment Options

**Investment Companies.** You can invest your SRA account in annuities and custodial accounts issued or maintained by the following Investment Companies:

- **Fidelity**
  - P.O. Box 770002
  - Cincinnati, OH 45277-0090
  - 1-800-343-0860
  - [www.netbenefits.com/dartmouth](http://www.netbenefits.com/dartmouth)

- **TIAA**
  - P.O. Box 1259
  - Charlotte, NC 28201
  - 1-800-842-2252
  - [www.tiaa.org/dartmouth](http://www.tiaa.org/dartmouth)

You decide where to invest your account from among investment fund options offered by each of the Investment Companies for 403(b) plans. You can invest all of your contribution in one Investment Company or divide it among the two Investment Companies. Within the different investment options offered by each Investment Company, you decide which investment option(s) you want to invest in (subject to any minimum investment, other rules, or limitations imposed by the Investment Company). Since you choose the investments for your account, you are responsible for the investment results achieved. Dartmouth and the Plan Administrator are not responsible for your investment choices or the investment results achieved, good or bad. Before making any decisions, you should familiarize yourself with the investment policies, goals, and historical performance of the investment options that interest you by reading the prospectuses.

For a comparison of certain investment options offered by each Investment Company, please refer to the performance summaries available on the Human Resources website at [http://www.dartmouth.edu/~hrs/benefits](http://www.dartmouth.edu/~hrs/benefits). For a prospectus or official financial information about any of the investment options, please contact the Investment Company directly at the address that appears above.
Investment Strategy

Goals and Timing. It is helpful to have an investment strategy when saving for retirement. Remember to consider when you will need your money. For example, someone retiring in 30 years will probably have a different investment strategy than someone retiring in three years.

Compounding. Compounding is achieved when the earnings on your investments are reinvested and earn additional returns. The best strategy is to start saving as early as possible, so compounding has more time to work for you. The sooner your savings begin accumulating, the more time your investments have to compound and grow. See the chart on page 7 that illustrates the advantage of saving early.

Risk. To help control market risk and to improve your total return over time, many investment professionals suggest diversification. With this strategy, you allocate your savings among different asset classes (i.e., short-term investments, stocks, bonds, and international securities). Most investments, regardless of their level of market risk, fluctuate in value from time to time. Stock funds tend to fluctuate more than other funds; their value can go higher-and lower-than the value of other types of funds. Diversification is a strategy to control risk and return by investing your savings among a number of different types of investments, some with greater risk than others. That way, if some investments drop in value, other investments may increase in value or hold steady to help offset any loses. You’ll want to make your investment choices based upon your goals, timing, and tolerance for risk. Consult an investment professional for additional information or advice if desired.

Fees

Fees and expenses are assessed on most retirement plans. The amount is determined by the funds within your portfolio. Different funds may have different expenses. In addition to recordkeeping fees, investment fees including expense ratios and other fund-specific fees may be applied. For fees on your specific funds, please visit the investment company website or review the fund prospectus.
Changing Investments

You can transfer your investments to different investment options inside the same Investment Company, or to investment options in the other Investment Company.

New Contributions. Once you have enrolled in the SRA, you can, at any time, change the Investment Company for your future SRA contributions. You’ll need to complete a new online enrollment form at http://benefits.dartmouth.edu and the change will be effective the next appropriate pay cycle.

Transferring Investments Among Options in the Same Investment Company. To transfer contributions already invested from one investment option to another within the same Investment Company, you will need to contact the Investment Company for details.

Telephone numbers to transfer investment funds within an Investment Company are listed at the beginning of this section.

Transferring to a Different Investment Company. To transfer contributions you have invested with one Investment Company to another, contact the Investment Company receiving the funds for a Rollover/Transfer Form.
Limitations of the Plan

Under certain circumstances, your SRA benefits may be denied or reduced.

- Although you are always 100% “vested” in your SRA contributions and your account’s accumulation, the value of the investments in your account may decline with changes in the market.

- If you do not apply for benefits to the Investment Company(ies) where you invested your account, benefits could be delayed or lost completely.

- If you fail to provide information requested by Dartmouth or the Plan Administrator, benefits could be delayed.

- If required by a Qualified Domestic Relations Order (QDRO), all or part of your account may be assigned to meet payments for child support, alimony or marital property rights. You will be notified if the Plan receives a domestic relations order relating to your Plan account. Participants and their beneficiaries may obtain a copy of the Plan’s QDRO procedures, without charge, from the Benefits Office. Otherwise, your account generally may not be assigned away or attached by your creditors.
This section contains information on how the SRA is administered and a statement of your legal rights as a participant. This information, along with preceding summary of the Plan, is provided to meet the disclosure requirements of a federal law called the Employee Retirement Income Security Act of 1974 (ERISA).

**Plan Sponsor and Plan Administrator.** The sponsor of the SRA is:
Dartmouth College
Office of Human Resources
7 Lebanon Street, Suite 203
Hanover, NH 03755
(603) 646-3588
email: Human.Resources.Benefits@dartmouth.edu

Dartmouth is also the official “Plan Administrator” under ERISA, but the Executive Director, Total Rewards, who may be contacted at the Office of Human Resources, has been designated to handle plan administration on a day- to- day basis. If you believe that legal action is necessary, the agent for service of legal process is the Executive Director, Total Rewards.

As the designated Plan Administrator, the Executive Director, Total Rewards has the authority and discretion to interpret and apply the terms of the Plan and to make all decisions under the Plan regarding eligibility, participation, contributions, benefits and other questions. Investments and distributions are administered by the Investment Companies.

**Type of Plan.** Defined Contribution Plan.

**Plan Name and Number.** The complete plan name is the Supplemental Retirement Accounts for all Employees of Dartmouth College and is generally referred to as the Supplemental Retirement Accounts or SRA. The plan number is 003. This plan operates under Internal Revenue Code Section 403(b).

**Employer Identification Number.** 02-0222111.

**Plan Year.** January 1st to December 31st.

**Plan Assets.** The Plan is currently funded solely by contributions by participants based upon their voluntary elections. All contributions are invested in annuity contracts or mutual fund custodial accounts issued or maintained by the Investment Companies (or their affiliates). Investments are directed by each Plan participant with respect to his or her account.

**Benefits not Guaranteed.** Benefits are not guaranteed by the Pension Benefit Guaranty Corporation (PBGC). PBGC requirements and insurance coverage do not apply to defined contribution plans such as this Plan.

**Benefits Office.** The Benefits Office is responsible for enrolling participants, forwarding Plan contributions for each participant to the Investment Company(ies), and for performing other duties required for
the operation of the Plan. The Investment Companies invest contributions and transfer amounts among investment options in accordance with participants’ directions. The Investment Companies also make distributions in accordance with participants’ directions.

Obtaining Additional Plan Information. Requests for information, and claims concerning eligibility, participation, contributions, or other aspects of the operation of the Plan, should be put in writing and directed to the Plan Administrator.

Claims and Appeals Procedures. Benefits under this Plan will ordinarily be paid when due, as long as you file the necessary forms with the Benefits Office and/or Investment Company. However, if you believe that you are entitled to a right or benefit under the Plan that you are not receiving, you may file a formal claim with the Plan Administrator. If the Plan Administrator denies your claim, you have the right to appeal and have your claim reconsidered by the Claims Review Committee. The procedures for handling claims and appeals are set forth in the separate booklet entitled Dartmouth College Employee Benefit Plan Claims and Appeal Procedures.

Future of the Plan. Dartmouth expects to continue the Plan, but reserves the right to change or terminate it any time. Dartmouth’s decision to change or terminate the Plan may be due to changes in law governing retirement benefits, the requirements of the Internal Revenue Code or any other reason. Amendment or termination of the Plan may be approved by Dartmouth’s Board of Trustees or the Executive Committee of the Board. In addition, amendments that do not substantially affect Dartmouth’s contributions or benefits accrued under the Plan may be approved by the President or by the Executive Vice President (or another Dartmouth officer to whom either of them has delegated this authority).
As a participant in the Supplemental Retirement Accounts for All Employees of Dartmouth College, 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 Your Plan and Benefits.** You may examine, without charge, at the Benefits Office, all documents governing the Plan, including collective bargaining agreements, 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.

You may obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

You may receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant a copy of this summary annual report.

You may obtain a statement telling you whether you have a right to receive a pension at normal retirement age and, if so, what your vesting is if you stop working under the Plan now. This statement must be requested in writing and is not required to be given more than once every 12 months. 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 your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, 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 Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. 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 your 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, you should 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, DC 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.