Employees Retirement Plan

Summary Plan Description

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INTRODUCTION TO YOUR PLAN

The Seattle University Employees Retirement Plan (the "Plan") has been adopted by Seattle University (“Employer”) to provide you with the opportunity to save for retirement on a tax-advantaged basis and to provide additional income for retirement. This Plan is a type of retirement plan commonly referred to as a 403(b) plan or Tax Sheltered Annuity (“TSA”). This Summary Plan Description ("Summary") contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this Summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this Summary entitled "General Information About the Plan."

This Summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this Summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This Summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as the Employee Retirement Income Security Act (“ERISA”), the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this Summary change.

Terms of investment products you select may also affect the Plan. For example, with respect to benefits provided by TIAA-CREF annuity contracts or certificates, certain rights of a participant will be determined by reference to the terms of such contracts or certificates. This Summary does not address the provisions of specific investment products.

ARTICLE I - PARTICIPATION IN THE PLAN

Am I eligible to participate in the Plan?

Provided you are an employee of the Employer, you are eligible to participate in the Plan unless you are among an excluded class of employees described below. To be eligible for the Employer’s contributions, you must also satisfy the Plan's service requirement described in the next question.

You are not an eligible employee, and therefore excluded from the Plan for all purposes, if you are a member of a class of employees who are enrolled as students and regularly attending classes

offered by the Employer.

In addition to those excluded for all purposes, if you are a member of a class of employees identified below, you are not an eligible employee for purposes of eligibility to participate in the Plan for Employer nonelective contributions ("Employer contributions"). The employees who are excluded for this purpose are employees who participate in the retirement plan of a religious order and leased employees.

When am I eligible to participate in the Plan?

Provided you are an eligible employee, you will be able to make elective deferrals anytime on or after your date of hire.

Provided you are an eligible employee, you will have met the eligibility requirement for Employer contributions when you complete one year of service. You will enter the Plan for this purpose once you reach the entry date as described in the question "When is my entry date?"

You will have completed one year of service if, at the end of your first twelve consecutive months of employment with the Employer, you have been credited with at least 1,000 hours of service. If you have not been credited with 1,000 hours of service by the end of your first twelve consecutive months of employment, you will have met the eligibility requirement for Employer contributions once you complete 1,000 hours of service during any subsequent twelve-month period that begins on the anniversary of your employment date.

What is an "hour of service" under the Plan?

An "hour of service" for the purpose of Employer contributions is:

(a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan year;

(b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan year); and

(c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same hours of service both under (a) or (b), as the case may be, and under (c).

If you are a salaried employee, the Plan does not credit you with your actual hours of service. Instead the Plan uses a "monthly equivalency" method. Under this method you will be credited with a 190 hours of service for each month in which you would otherwise be credited with one hour of service.

When is my Plan entry date?

Provided you are an eligible employee, you will be able to make elective deferrals beginning on your date of hire.

Provided you are an eligible employee, you may begin participating in the allocation of Employer

contributions as of the first day of the month coinciding with or next following the date you satisfy the Plan's eligibility requirements described at “When am I eligible to participate in the Plan?”

Does my service with another Employer count?

Eligible employees who have completed two continuous years of full time employment at an accredited institution of higher education immediately prior to the date of hire at the Employer and who are at least 21 years of age are eligible to participate in the Plan for the purpose of eligibility for Employer contributions as of the first day of the first full month of employment.

What happens if I'm a participant, terminate employment and then I'm rehired?

If the Employer rehires you following your prior termination of employment, you may begin to make elective deferrals immediately upon your reemployment unless you are an excluded employee. If you leave the Employer to enter qualified military service and the Employer rehires you under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), you will have the right to make-up the elective deferrals which you could have made while engaged in qualified military service.

If you previously met the Plan’s eligibility requirement for Employer contributions, your participation in the Plan for such purpose shall commence as of the first day of the month coinciding with or next following your reemployment as an eligible employee.

ARTICLE II - CONTRIBUTIONS

What kind of contributions may I make to the Plan and how do my contributions affect my taxes?

As a participant in the Plan, you may elect to reduce your compensation by a specific percentage and have that amount contributed to the Plan on a pre-tax basis. The Plan refers to this as an "elective deferral." Your taxable income is reduced by your elective deferral contributions so you pay less federal income taxes. However, your elective deferrals are subject to Social Security taxes at the time of deferral. Later, when the Plan distributes the deferrals and earnings, you will pay income tax on those amounts. Federal income taxes on the pre-tax deferral contributions and earnings are only postponed. See "What are my tax consequences when I receive a distribution from the Plan?"

How much may I contribute to the Plan?

Your total elective deferrals in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The elective deferral limit for 2015 is $18,000. After 2015, the elective deferral limit may increase for cost-of-living adjustments. You may also defer more than the elective deferral limit if you are eligible to make "catch-up deferrals" as described below.

You should also be aware that the annual elective deferral limit is an aggregate limit which applies to all deferrals you may make under this Plan and any other 403(b) plans, simplified employee pensions, SIMPLE IRAs, or 401(k) plans in which you may be participating, including those of another employer. Generally, if your total deferrals under all of these arrangements for a calendar

year exceed the annual elective deferral limit, then you must include the excess deferrals in your income for the year. If you make excess deferrals you should request in writing that the excess deferrals be returned to you. If you fail to request such a return, you may be taxed a second time when the excess deferral is ultimately distributed from the Plan.

You must decide which plan you would like to have return the amount of any excess deferral. If you decide that this Plan should distribute the excess, you should communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which you made the excess deferrals. However, if you contribute excess deferrals to this Plan then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings thereon to you by April 15 of the year following the calendar year in which you made the excess deferrals.

What are catch-up deferrals?

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and exceed the elective deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2015 is $6,000. After 2015, the maximum age 50 catch-up deferral limit may increase for cost-of-living adjustments.

If you have completed at least 15 years of service with the Employer, you may make "qualified organization catch-up deferrals" which exceed the elective deferral limit. A qualified organization catch-up increases the elective deferral limit by the lesser of: (1) $3,000; (2) $15,000 reduced by all amounts excluded from your gross income for prior taxable years by reason of your prior qualified organization catch-up deferrals; or (3) the excess of $5,000 multiplied by the number of years of service with the Employer, over your elective deferrals (including qualified organization catch-up deferrals, but excluding age 50 catch-up deferrals) made for prior calendar years. This means that the maximum qualified organization catch-up deferral you may contribute is $3,000 in any calendar year. See the Administrator for more information if you think you may qualify for qualified organization catch-up deferrals.

If you qualify for both the age 50 catch-up and qualified service organization catch-up, you may contribute both types of catch-up deferrals.

How do I make an election to defer?

You must register your deferral election by accessing your account on the Fidelity Investments website at: http://plan.fidelity.com/SU or by contacting a Fidelity Investments representative for assistance at (800) 343-0860. Fidelity's enrollment service will explain the various rules applicable to your deferral including any minimum amount which you may defer, the conditions for changing your deferral election or stopping deferrals altogether. Generally, deferral election changes may be completed at any time subject to the Employer's payroll processing deadlines.

Am I vested in my elective deferrals and earnings?

You will always be 100% vested in your elective deferrals and in the earnings on your deferrals. The Administrator will account for these amounts separately from any other amounts in your Plan account. When you become entitled to a distribution from the Plan, you will always be entitled to

all amounts held in your elective deferral account. The value of this account will be affected by the Plan investments. See "How is the money in the Plan invested?" below.

Will the Employer contribute to the Plan?

Each year, in addition to depositing your elective deferrals, the Employer may contribute nonelective contributions.

What are Employer nonelective contributions?

A nonelective contribution is a contribution the Employer makes to the Plan which is unrelated to whether you make any elective deferrals in that year. Hereafter, such contributions are referred to in this Summary as “Employer contributions”.

The amount of Employer contributions is determined by the Employer in its sole discretion. Employer contributions will be contributed to the Plan each pay period based on the compensation of each participant who is eligible to share in such allocations. Employer contributions will be allocated to each eligible participant in the ratio that his or her compensation for the plan year bears to the total compensation of all eligible participants for the plan year.

How will Employer contributions made to my account be earned?

In order to earn Employer contributions that have been allocated to your account within a Plan year, you must complete at least 1,000 hours of service with the Employer during the Plan year. The above condition(s) does not apply:

- in the year of your death,
- if you terminate employment with the Employer because of your disability, or
- if you terminate employment with the Employer at or after your normal retirement age.

For eligible employees who have completed two continuous years of full time employment at an accredited institution of higher education immediately prior to their date of hire, hours of service with such institution that occur prior to the date of hire and during the Plan year that includes the date of hire will be credited toward the 1,000 hour requirement.

At the end of each Plan year, the Employer will determine whether the 1,000 hour requirement has been met for each participant. If the requirement has not been met, the Administrator shall remove the Employer contributions (adjusted for earnings) that had been allocated to the participant’s account and forfeit this amount to the Plan.

Forfeited amounts within the Plan will be used to reduce subsequent Employer contributions as soon as administratively possible in the next Plan year after the year of forfeiture.

What compensation is used to determine my Plan benefits?

For the purposes of determining your allocation of all contributions to the Plan, compensation has a special and highly technical meaning. The Plan generally defines compensation as W-2 wages paid to the employee within a pay period. Compensation further includes elective deferrals to this Plan or to fund pre-tax elections under the Employer’s health/welfare benefits plans.

Compensation is defined to also include post-severance cashouts of accrued and unused leave.

Certain items are excluded in computing compensation. The Plan does not take into account:

- bonuses for any purpose,
- overtime pay for any purpose,
- compensation paid while you weren't a participant for any purpose,
- any and all other compensation not considered regular wages.

Is there a limit on the amount of compensation that can be considered?

For Plan years beginning on and after January 1, 2015, the amount of annual compensation that may be taken into consideration for Plan purposes is $265,000. This amount may be adjusted after 2015 for cost-of-living increases.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions, including elective deferrals, (excluding age 50 catch-up contributions) that may be made to your accounts and any other amounts allocated to any of your accounts during the Plan year (such as forfeitures), excluding earnings. Beginning in 2015, this total cannot exceed the lesser of $53,000 or 100% of your includible compensation. The dollar limit may be adjusted after 2015 for cost-of-living increases.

May I make "rollover" contributions to the Plan?

At the discretion of the Administrator, you are permitted to deposit into the Plan distributions you have received from other plans and “conduit” IRAs, provided such distributions are legally qualified to be rolled over into this Plan. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask your prior plan administrator or trustee to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from a prior plan. Alternatively, you may elect to deposit any amount eligible for rollover within 60 days of your receipt of the distribution. You should consult a qualified tax advisor to determine if a rollover to this Plan is in your best interest.

Your rollover will be placed in a separate account called a "rollover account." You will always be 100% vested in your rollover account. This means that you will always be entitled to all of your rollover contributions. Rollover contributions will be affected by any investment gains or losses.

The Plan will not accept rollovers from IRAs other than “conduit” IRAs. The Plan will also not accept rollovers of after-tax dollars from any otherwise eligible retirement plan.

How is the money in the Plan invested?

The Employer will make contributions (including deferrals) to Fidelity Investments as the Plan’s vendor. You may transfer amounts from TIAA-CREF to Fidelity Investments at any time subject to the terms and conditions of your TIAA-CREF individual annuity contract or custodial account. You may transfer amounts from Fidelity Investments to TIAA-CREF only after terminating

employment.

You will be able to direct the investment of your Plan account, including your elective deferrals and the Employer contributions. The Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. If you do not direct the investment of your Plan account, then your account will be invested in accordance with the default investment alternatives the Employer establishes under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA. If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including the Employer and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. You must follow procedures in giving investment directions. If you fail to do so, then your investment directions need not be followed. You are not required to direct investments. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives as established under the Plan.

You will receive a quarterly account statement that provides information on your account balance and your investment returns. Your account is segregated for purposes of determining the earnings or losses on investments. Your account does not share in the investment performance for other participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. The Employer and the Administrator will not provide investment advice or guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all participants in the Plan. These expenses will be allocated based on the value of the account balances. The specific method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses may be allocated to each participant while other expenses, for example, loan origination fees, will be charged directly to the participant who incurs the service.

ARTICLE III - DISTRIBUTIONS

Will I receive a distribution of my account if I terminate employment?

If you terminate employment for any reason and at any age (including retirement), then you will be entitled to a distribution within a reasonable time after you terminate employment. See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.

If your employment terminates for reasons other than death, disability, or attainment of normal retirement age, you will be entitled to receive the portion of your account balance that has been

earned.

What is the Plan's "normal retirement age"?

You will attain your normal retirement age when you reach age 65. Normal retirement age does not control when you may receive distributions under the Plan.

What is my vested interest in my account?

You are always 100% vested (which means that you are entitled to all of the amounts) in your account attributable to your elective deferrals including catch-up contributions, and rollover contributions. You are also 100% vested in all Employer contributions that you have earned in accordance with the Plan terms and that have been properly allocated to your account. See "How will Employer contributions made to my account be earned?" for the rules that you must satisfy each plan year in order to earn and retain the allocation of Employer contributions for that plan year.

How will my benefits be paid?

You may elect to receive your distribution under one of the methods described below, subject to spousal consent requirements if you are married:

- a single lump-sum payment in cash or, in certain circumstances, in kind;
- a partial lump sum distribution; or
- monthly installments over a period of not more than your assumed life expectancy (or you and your beneficiary's assumed life expectancies).

Participants maintaining a TIAA-CREF individual annuity contract or custodial account may elect from the distribution options made available under the applicable individual TIAA-CREF contract or account. If you select a TIAA-CREF annuity option, certain joint and survivor annuity rules come into effect. TIAA-CREF will explain your payment options when you request a distribution. Annuity distributions shall not otherwise be available from the Plan (for accounts maintained by Fidelity Investments) effective January 1, 2012.

Are there special distribution rules if I perform military service?

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

If you are on active duty for more than 30 days, then the Plan treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

May I elect to roll over my account to another plan or IRA?

If you are entitled to a distribution of more than $200, then you may elect whether to receive the distribution in cash or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA").

ARTICLE IV - DISABILITY BENEFITS

How is disability defined?

Under the Plan, disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. You may be required to submit to a physical examination to determine whether you are disabled.

What happens if I become disabled?

If you become disabled while a participant, you will be entitled to a distribution of 100% of your account balance. Payment of your disability benefits will be made to you as if you had terminated employment without disability.

Refer to the Employer's Long-Term Disability benefit plan and its provisions regarding contributions that may be made on your behalf to the Plan during the period of your disability.

ARTICLE V - DEATH BENEFITS

What happens if I die while working for the Employer?

If you die while still employed by the Employer, your entire account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE, AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you have named someone other than your spouse to be your beneficiary, as described in the preceding paragraph, and wish to change your beneficiary designation, your spouse must again consent to the change, unless you are changing your designation to name your spouse as your beneficiary. You may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Whether or not you are married, you may designate your beneficiary on a form to be supplied to you by the Administrator.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order (TIAA-CREF individual contracts or accounts will be paid according to the terms of such contracts or accounts):

(a) Your surviving spouse;

(b) Your children, including adopted children, and if a child dies before you, to their children, if any;

(c) Your surviving parents, in equal shares; or

(d) Your estate.

How will the death benefit be paid to my beneficiary?

Your beneficiary may choose among the then available distribution options unless you elected the death benefit distribution method prior to your death.

When must payments be made to my beneficiary?

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 ½.

Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70 ½ or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.

Since your spouse has certain rights regarding death benefits, you should immediately report any change in your marital status to the Administrator.

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

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining account balance at the time of your death. However, if you are receiving a TIAA-CREF annuity distribution at the time of your death, your designated beneficiary, if any, may receive nothing or may be entitled to any remaining payments according to the terms of the TIAA-CREF annuity contract.

If I'm widowed or divorced and have named my children as my Beneficiary, what happens if I remarry?

Any prior beneficiary designation is superseded by marriage and your new spouse automatically becomes your primary beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE, AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

ARTICLE VI - IN-SERVICE DISTRIBUTIONS

May I receive a loan from the Plan?

While employed by the Employer and subject to spousal consent requirements, you may borrow from your Plan account.

- The following types of Plan loans are available: A general loan borrowed from your elective deferrals account, including your rollover contributions;
- A post-secondary education loan to pay for expenses of yourself, your spouse or a dependent, borrowed from your elective deferrals, rollover contributions and Employer contributions; and
- A home loan to acquire your principal residence borrowed from your elective deferrals, rollover contributions and Employer contributions.

You are allowed a maximum of two outstanding general and/or post-secondary education loans and one outstanding principle home purchase loan.

The minimum loan amount that may be requested is $1,000 per loan. The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator. The maximum term for a loan is generally five years except that the maximum loan term to acquire a principal residence is fifteen years.

Participants maintaining a TIAA-CREF individual annuity contract or custodial account may borrow from such contract or account subject to the terms of the contract or account and further subject to TIAA-CREF's loan policies.

Additional information on Plan loans will be provided by the Administrator upon request.

Can I withdraw money from my account while working for the Employer?

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the Plan.

You may request an in-service distribution from the following account(s) and based on the following event(s) :

- Your elective deferrals, on or after reaching age 59 ½;
- Prior to age 59 ½, you may request a hardship distribution of your elective deferrals as described further under "What is a hardship distribution?";
- Your elective deferrals, for a qualified reservist distribution;
- Your pre-1989 elective deferrals in a TIAA-CREF individual annuity contract;
- Employer contributions, if you are a faculty member who has reached age 55 and who

is a participant in the Employer's Phased Retirement Program. However, the preceding sentence shall not apply to any amount that is invested in a custodial account, or to any amount that has been transferred from a custodial account to an annuity contract, including earnings on the transferred amount; andYour entire account, if you become disabled and do not also terminate employment with the Employer.

You may also withdraw your rollover contributions, if any, at any time prior to termination of employment.

What is a hardship distribution?

A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. You can receive a hardship distribution from your elective deferrals. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependent or necessary for you, your spouse or your dependent to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or dependent;
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents;
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code; or
- Federal, state, or local income taxes or penalties reasonably anticipated to result from a hardship distribution.

If you have one of the above expenses, a hardship distribution can be made only if all of the following conditions are satisfied:

- The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
- You have obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under the Plan; and
- Your elective deferrals will be suspended for at least six (6) months after your receipt of the hardship distribution.

Any hardship distribution from elective deferrals will be limited, as of the date of distribution, to your total elective deferrals to date reduced by the amount of any previous distributions made to

you from your elective deferral account.

ARTICLE VII - TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

Can I reduce or defer tax on my distribution?

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

(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another qualified employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than $200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

ARTICLE VIII - PROTECTED BENEFITS AND CLAIMS PROCEDURES

Is my benefit protected?

As a general rule, your interest in your account may not be alienated. This means your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, in

general, your creditors may not attach, garnish or otherwise interfere with your account. However, creditor protection of Plan assets is a complex subject and may be affected by bankruptcy and other laws. If you want specific information about possible protection of your Plan account from creditors, you should consult a qualified advisor.

Are there any exceptions to the general rule?

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

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

Can the Plan be amended?

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

What happens if the Plan is discontinued or terminated?

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

How do I submit a claim for Plan benefits?

You or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Administrator. The Administrator may have specific forms for this purpose.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or

electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician chosen by the Administrator (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the determination is based.

(c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.

(d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.

(e) In the case of disability benefits where the disability is determined by a physician chosen by the Administrator:

(i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge

upon request.

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied and you want to submit your claim for review, you must follow the Claims Review Procedure below.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN CHOSEN BY THE ADMINISTRATOR, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.

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

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

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician chosen by the Administrator, then the Claims Review Procedure provides that:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) In deciding an appeal of any adverse benefit determination that is based in whole or

part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) The health care professional engaged for purposes of a consultation in (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician chosen by the Administrator, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the benefit determination is based.

(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) In the case of disability benefits where disability is determined by a physician chosen by the Administrator:

(i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan participant?

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

(a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and 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.

(b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated Summary. The Administrator may make a reasonable charge for copies.

(c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

(d) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many years you have to work to earn a right to a pension. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE EVERY TWELVE (12) MONTHS. The Plan must provide this statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 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.

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 Administrator to provide the materials and pay you up to $110.00 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 that 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 or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order procedures from the Administrator.

If it should happen that the Plan's 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 if, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

If you have any questions about the Plan, you should contact the 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 Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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.

ARTICLE IX - GENERAL INFORMATION ABOUT THE PLAN

There is certain general information that you may need to know about the Plan. This information has been summarized for you below.

General Plan Information

The full name of the Plan is the Seattle University Employees Retirement Plan. The plan number is 001.

This Plan was originally effective on 09/01/1958. The amended and restated provisions of the Plan are effective on 01/01/2012 and as further amended effective June 1, 2015.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan year." The Plan year begins on January 1 and ends on December 31.

The Plan will be governed by the laws of Washington.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC).

The Plan permits the payment of Plan expenses to be made from the Plan assets. If the Employer does not pay these expenses, then the expenses paid using the Plan's assets will generally be allocated among the accounts of all participants in the Plan. These expenses will be allocated proportionately among participants based on the value of the account balances in the Plan. The specific method of allocating the expenses depends on the nature of the expense itself. For

example, certain administrative (or recordkeeping) expenses may be allocated proportionately to each participant while other expenses, for example, loan origination fees, will be charged directly to the participant who incurs the service.

Employer Information

The Employer's name, address, identification number and business telephone number are:

Seattle University
901 12th Avenue, P.O. Box 222000
Seattle, Washington 98122-1090
Employer Identification Number: 91-0565006
206-296-6000

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Administrator.

Administrator Information

The name and address for the person designated by the Employer as the Plan Administrator is as follows:

Mr. Gerald V. Huffman
Office of Human Resources
Seattle University
901 12th Avenue, P.O. Box 222000
Seattle, Washington 98122-1090
206-296-5869

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate vendors and other parties to perform many duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Seattle University
901 12th Avenue, P.O. Box 222000
Seattle, Washington 98122-1090

Service of legal process may also be made upon the Administrator.