Defined Contribution Retirement Plan

Summary Plan Description

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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Introduction

Dartmouth College maintains a retirement program for eligible regular employees classified as Faculty, Exempt Staff*, Research Associates, Non-Exempt Staff*, and IATSE employees. The program consists of two parts: Dartmouth contributions made on your behalf under the Defined Contribution Retirement Plan, and voluntary contributions by you under a Supplemental Retirement Account. For technical reasons under the tax laws, these two parts of the program are separate.

- *Defined Contribution Retirement Plan (this Plan)*. Dartmouth makes contributions on your behalf, with no contributions required from you.
- *Supplemental Retirement Account (SRA).* You can voluntarily contribute to an SRA to increase your retirement savings. See the separate SRA booklet for more details.

> * Certain Exempt and Non-Exempt staff elected to continue participating in Dartmouth's Defined Benefit Retirement Plan. Such staff are not eligible for this Plan, and this booklet does not apply to them.

Participants in this Defined Contribution Plan direct where the contributions to their Plan accounts are invested from among Fidelity Investments or TIAA. Each of these companies offers numerous investment options with different investment goals, strategies and degrees of risk. Contributions accumulate with interest, earnings and investment gains or losses. The resulting amount will be the source of your retirement income from the Plan, and can be paid to you at retirement in 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 may be eligible for a Plan benefit in case of your death. If you need additional information about any part of the Plan, you wish to receive a copy of the Plan document, or you have a question about how the Plan applies to you, please contact the Benefits Office (contact information is on page 20 of this booklet).

Eligibility

There are two parts to the Defined Contribution Retirement Plan. The two parts are largely the same, but there are a few minor differences, which are explained in this booklet. This is because, for technical reasons, the two parts are separate "plans" that operate under different sections of the Internal Revenue Code.

- *403(b) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff* (the "403(b) Plan"). This part covers eligible regular employees*, who are classified as faculty members and exempt staff employees, who were hired before January 1, 1989. Such employees' participation in this part of the Plan was grandfathered when the 401(a) Defined Contribution Plan was established in 1989.
- *401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff* (the "401(a) Plan"). This part covers eligible regular employees* who are classified as:
    - Faculty members, research associates, and exempt staff employees, who were hired on or after January 1, 1989.
    - Employees hired prior to January 1, 1989 and who subsequently (after January 1, 1989) were reclassified or transferred to eligible employee positions classified as faculty or exempt staff employees.
    - Non-exempt staff and IATSE (International Alliance of Theatrical Stage Employees) hired on or after January 1, 1998.
    - Eligible employees who were participants in the Dartmouth College Defined Benefit Retirement Plan on December 31, 1997 and whose participation was electively transferred to this Plan effective as of January 1, 1998.
    - Eligible employees who were participants in the Dartmouth College Defined Benefit Retirement Plan, whose employment classification was changed from non-exempt to exempt after January 1, 1998, and whose participation was electively transferred to this Plan in connection with such change.
    - Certain members of Local 560, Service Employees International Union, assigned to the Department of Safety and Security (those who did not electively retain participation in the Defined Benefit Retirement Plan).

To be considered eligible for this Plan:

- Faculty, Research Associate, or Exempt Staff employees must have appointments of at least nine months and be regularly scheduled to work half of the full-time equivalent hours for his or her position.
- Non-Exempt Staff and IATSE employees must be regularly scheduled for 20 hours per week or more in positions lasting at least nine months.
- In any event, employees described above shall be entitled to participate in the Plan if the employee completes at least 1,000 hours of service in an eligibility computation.

* Only individuals classified as "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. Your participation begins on your first day of work as an eligible regular employee if you are age 21 or older. If you are not eligible on your first day of work, your participation will begin when you meet all the eligibility requirements.

Participation Ends. Your active participation in the Plan will end when your service as an employee in an eligible class ends because of change in employment classification, death, retirement, disability or any other reason.

Enrollment. To enroll in the Defined Contribution Plan, you will complete an online enrollment form as required under the Plan, and an online account application for each Investment Company you intend to invest with, indicating your investment choices. You also will designate a beneficiary.

Re-employment

Active Participants. If you were an active participant in this Plan, terminated your employment with Dartmouth, and then are re-employed as an eligible regular employee by Dartmouth, you will immediately participate in this Plan again. If you were a grandfathered participant in the 403(b) Defined Contribution Plan, you will again participate in that plan. Otherwise, you will again participate in the 401(a) Defined Contribution Plan.

Other Employees. If you were participating in the Dartmouth College Defined Benefit Retirement Plan, and you terminate employment with Dartmouth and then return to work within one year after termination, you will participate in this Plan and not the Defined Benefit Retirement Plan unless the following conditions are met:

- You are re-employed by Dartmouth as a non-exempt employee with an appointment of 50% or more FTE hours following a termination due to disability or layoff, and
- You submit a written request to resume participation in the Dartmouth College Defined Benefit Retirement Plan within 60 days of your re-employment.

If the above conditions are not met, upon re-employment you will participate in the 401(a) Defined Contribution Plan, provided you are eligible.

Dartmouth Contributions

Amount

For participants in this Plan, Dartmouth makes regular monthly or biweekly contributions on your behalf. No contributions from you are required (or allowed-except for participants in the 403(b) Defined Contribution Plan-see page 18). The amount of contribution is based on a percentage of your Compensation and increases with age:

Your Age:	Dartmouth Contribution as a Percentage of Your Base Salary:
21 to 29	3%
30 to 34	5%
35 to 39	7%
40 or older	9%

When you reach age 30, 35 or 40, your contribution percentage increases. The increase is effective with the first pay period starting after your birthday. (For example, a January 26 birthday would result in a contribution level increase for your February base salary.)

Compensation Defined. For purposes of Dartmouth's Plan contributions, compensation means:

- For faculty members, one-twelfth of the Participant's academic year base salary;
- For employees classified as exempt, base salary paid during the pay period;
- For employees classified as non-exempt, base salary and overtime paid during the pay period.

For all participants, compensation includes reductions in compensation for pre-tax contributions to the SRA and for pre-tax contributions to Dartflex. For a participant who is a College Chaplain, base salary will include the value of any college-provided housing or allowance for housing. In addition, an individual receiving a differential wage payment, related to service in the armed services, is treated as an employee of the College and the differential wage payment is treated as compensation. If you think you are affected by this provision, please contact the Plan Administrator.

Compensation Limit. Federal tax law limits the amount of compensation the Plan can use when calculating the contribution to your account each year. For 2021, the limit is $290,000. The limit is indexed for future inflation in accordance with IRS rules. Any compensation you have in excess of the limit for a year cannot be considered by Dartmouth when it calculates the amount to be contributed to your Plan account for that year.

General Contribution Limit. Contributions to your account under the Plan cannot exceed 100% of your pay or, for 2021, $58,000, whichever is less. (The $58,000 limit is indexed for inflation under IRS rules.) Any voluntary contributions you make to an SRA (or to the 403(b) Defined Contribution Plan) count against this limit.

Tax-Deferral. Dartmouth's contributions, and any investment earnings or interest are not taxed until you begin to receive your benefits. Tax deferral can help your account grow, because earnings compound without income taxes while in your account. Also, you might be in a lower tax bracket when you retire.

Vesting

"Vesting" means ownership of the amount in your Plan account. Once you are "vested" in your Plan account, you have an irrevocable right to the amount in your account (with investment earnings and gains or losses), even if you leave Dartmouth before you retire. (Note: the fact that you may be 100% vested in your account does not mean that your account balance may not go down due to investment losses.)

Plan participants become fully vested after three (3) years of regular employment with Dartmouth. Participants terminating employment with fewer than three (3) years will forfeit their Plan accounts.

For purposes of vesting, your employment includes all periods when you are a regular Dartmouth employee, whether continuous or not. Also, leave of absence (including sabbatical) and absence for military service, for which you have re-employment rights under federal law, also count as part of your employment, as long as you return at the end of your military service. In addition, if you leave Dartmouth and are re-employed within one (1) year after separating, the period between your separation and rehire is, nevertheless, counted as part of your employment for vesting purposes. If you are receiving a differential wage payment, then you are treated as an employee of the College during that time period.

If you terminate employment with Dartmouth before completing three (3) years of employment and forfeit your Plan account, the amount forfeited will be restored (without any interest or earnings), if you return to Dartmouth employment before six (6) years have elapsed. You will then continue vesting in your Plan account.

In addition, you are fully vested in your Plan account, at all times, on or after you have attained age 65, or upon the date you suffer a disability, regardless of your years of employment.

For this purpose only, "disability" means your permanent or indefinite inability to perform the normal duties of your position because of a physical or mental impairment, as determined by the Administrator. (Note: the fact that you may be fully vested under this definition of disability does not necessarily mean you will qualify for disability benefits under any Dartmouth disability plan or under Social Security.)

Receiving Benefits

Payment of Benefits

When Retirement Payments Begin. You can begin receiving your vested Plan account balance after you have terminated employment with Dartmouth. There is no legally mandated retirement age. If you continue working at Dartmouth as an eligible employee after your normal retirement date, you will continue to receive Dartmouth contributions, in accordance with the contribution formula.

Following termination, you can postpone the start of Plan benefits payments until the beginning date required under federal tax law. The tax law still requires you to start receiving payments by April 1st of the year after the year you reach age 70½, if you are no longer working at Dartmouth.

All distributions are initiated by you contacting the Investment Company(ies) holding your account.

Forms of Distribution. Subject to the spousal rights described below, the Plan permits you to receive your vested benefits in the form of a cash payment, a lifetime annuity, or a variety of other payment methods provided by the Investment Companies. You should check with the Investment Companies to see which methods are available and what rules govern the payment process in each case. For example, TIAA has a policy for this Plan only, of not allowing lump sum payments from the TIAA portion of TIAA. 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 the Plan benefit payments begin, your surviving spouse must receive a benefit that is at least 50% of the current value of your vested 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 Plan benefit payments begin, your vested 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, but 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 90-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.

A participant who elects to waive the post-retirement survivor benefits is entitled to elect a "qualified optional survivor annuity" at any time during the applicable election. The qualified optional survivor annuity also provides a monthly income to you for life, with a monthly income after your death to your surviving spouse, in an amount that is coordinated with the options available under the Plan for the post-retirement spousal benefit.

The period during which you and your spouse may elect to waive the pre-retirement spousal 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-that is, 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 vested Plan account, the full current value of your vested 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 where there is no designated beneficiary). **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, you retain the right to receive your "vested" account balance. In some cases you may be able to continue participating with the Investment Company(ies) holding your accumulations. But if not, your vested 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 Plan account, including Dartmouth's contributions and earnings, are subject to federal income tax as you receive the payments.

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 59½, 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 (for example, a divorce settlement).

IRS rules on distributions from your Plan account and the income tax impact can have important financial and estate planning implications. Consult a qualified professional advisor for assistance if needed (if you made after-tax contributions to your account, for example, a tax professional can advise you on how this impacts you).

Investment Companies and Investment Options

You can invest your Plan account in annuities and custodial accounts issued or maintained by one or more of the following Investment Companies:

- Fidelity Investments
  P.O. Box 770002 Cincinnati, OH
  45277-0090
  1-800-343-0860
  www.netbenefits.com/dartmouth

- TIAA
  P.O. Box 1259
  Charlotte, NC 28201
  1-800-842-2252
  www.tiaa.org/dartmouth

You decide where to invest your account from among investment options offered by each of the Investment Companies for 401(a) and 403(b) plans. You can invest all of your contribution in one Investment Company, or divide it among the two. 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. 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. If you do not direct the investment of your account, then your account will be invested in accordance with the default investment alternatives, which will be a life cycle type investment fund specified by the Plan Administrator based on your anticipated retirement age, established under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including Dartmouth, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Plan Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investments if you so desire.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including Dartmouth, the Trustee and the Plan 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.

For a comparison of certain investment options offered by each Investment Company, please contact the Benefits Office for the current performance summaries. For a prospectus or official financial information about any of the investment options, please contact the Investment Company directly at the address(es) that appear above.

Investment Strategy

Goals and Timing. It is helpful to have an investment strategy when saving for retirement. Remember to consider when you'll 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 what happens 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.

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. So 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 Dartmouth's contributions and 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 Plan, you can, at any time, change the Investment Companies for future contributions to your account. You will need to indicate the change on the FlexOnline benefit system (http://benefits.dartmouth.edu) at least 10 days before the paycheck to be affected. You will also need to complete an online account application if you do not already have an account set up to receive the funds.

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 call or write that Investment Company for details.

Telephone numbers to transfer 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 Plan benefits may be denied or reduced.

- The value of the investments in your account may decline with changes in the market.
- If you stop working for Dartmouth for any reason before age 65 and before you have completed three years of employment, you will forfeit your account (unless you became vested under the Plan's disability provision).
- 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), part of all 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.

Voluntary Participant Contributions – 403(b) Defined Contribution Plan Participants Only

Participants in the 403(b) Defined Contribution Plan may add voluntary contributions directly to their Plan account invested with TIAA (subject to tax law contribution limits). Fidelity Investments does not accept such contributions under this Plan (they are accepted to an SRA). Due to tax law rules, voluntary contributions may not be made to the 401(a) Defined Contribution Plan.

Generally, a 403(b) Defined Contribution Plan participant may choose to make SRA contributions to his or her account under the Supplemental Retirement Account Plan because of its more flexible withdrawal rules. However, TIAA investments under the 403(b) Defined Contribution Plan earn a higher interest rate than a separate TIAA contribution under the Supplemental Retirement Account Plan. CREF rates are the same. These and other differences are summarized in more detail in the SRA Summary Plan Description; a copy may be obtained at the Benefits web site or by contacting the Benefits Office. Several tax law limits and other rules apply to voluntary contributions to your 403(b) Defined Contribution Plan account. These are also described in the SRA Summary Plan Description.

Special Matching Contributions – Only Participants Hired After July 1, 2009

The Plan provides for a special matching contribution which is only available to employees hired on or after July 1, 2009. This special matching contribution provision was established as a consequence of Dartmouth's elimination of the retiree medical subsidy program for employees hired on or after July 1, 2009. Because there will no longer be any level of subsidy for retiree health benefits for employees hired on or after July 1, 2009, Dartmouth has determined that it will provide this special matching contribution instead.

The special matching contribution described herein will not be available to any employee previously entitled to retiree health benefits and as to whom such retiree health benefits have not been forfeited. The special matching contribution shall be made only for employees who meet the following requirements:

(a) The employee is not otherwise entitled to any retiree medical premium subsidy;

(b) The employee is otherwise eligible to participate in the 401(a) Plan (please see the Summary Plan Description for the Defined Contribution Retirement Plan for detail about eligibility to participate in the 401(a) Plan);

(c) The employee is hired on or after July 1, 2009; and

(d) The employee is not a research fellow.

Employees who meet the eligibility requirements will be eligible to receive a special matching contribution based on contributions by the employee to the Supplemental Retirement Accounts for All Employees of Dartmouth College (which is known as the "SRA Plan"). In order to receive the special matching contribution, you must make a contribution to the SRA Plan.

If an eligible employee makes a contribution to the SRA Plan, Dartmouth will make a matching contribution equal to 100% of the salary reduction contributions made by the eligible employee, but subject to the maximum dollar limit and to the maximum time limit.

The maximum dollar limit is $3,000. In no event shall Dartmouth make special matching contributions for any participant in excess of a total of $3,000.

The maximum time limit is 6 years. Dartmouth will only make special matching contributions with respect to salary reduction contributions made to the SRA Plan on or prior to the date which is 6 years after the employee first becomes eligible for special matching contributions.

Except as described above, the special matching contributions are subject to the various other rules of this Plan, including but not limited to rules relating to compensation and contribution limits, tax deferral, vesting, receiving benefits, investing or contributions, limitations of this Plan, additional information, and the ERISA Statement in this SPD.

Additional Information

This section contains information on how the Plan is administered and a statement of your legal rights as a participant. This information, along with the 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 Plan is:

> Dartmouth College
> Office of Human Resources/Benefits Office
> 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, vesting, benefits and other questions. Investments and distributions are administered by the Investment Companies.

Type of Plan. Defined Contribution Retirement Plan.

Plan Name and Number. The Plan consists of two different arrangements, each of which is considered a separate "plan" for certain tax law purposes. The two plans and their plan numbers are as follows:

- *403(b) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff* (001) (this plan operates under Internal Revenue Code Section 403(b)).
- *401(a) Defined Contribution Plan for Dartmouth College Faculty and Staff* (005) (this plan operates under Internal Revenue Code Section 401(a)).

Employer Identification Number. 02-0222111.

Plan Year. January 1st to December 31st.

Plan Assets. The Plan is currently funded by contributions by Dartmouth. Grandfathered participants in the 403(b) Defined Contribution Plan may also contribute to their Plan accounts invested with TIAA. All 403(b) Defined Contribution Plan 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. Appointed positions within Dartmouth College are the trustees for this Plan.

Top Heavy Rules. Under Federal law, an employee pension benefit plan is considered top heavy if 60% or more of all accrued benefits have been earned by certain highly paid employees. If the Plan becomes "top heavy," special rules requiring minimum contributions may apply to some participants. The Plan is unlikely to become top heavy. However, if it does, you will be notified of any effect that this will have on your benefits.

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 a separate booklet entitled Dartmouth College Employee Benefit Claims and Appeal Procedures. This booklet is furnished automatically without charge.

Future of the Plan. Dartmouth expects to continue the Plan, but reserves the right to change or terminate it at 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).

If this Plan is terminated, you will have a vested right to your Plan account regardless of your length of service.

ERISA Statement

As a participant in the 403(b) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff or the 401(a) Defined Contribution Retirement Plan for Dartmouth College Faculty and Staff, 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 (age 65) and if so, what your vesting is if you stop working under the Plan now. If you do not have a vested right to a pension, the statement will tell you how many more years you have to work to get a vested right to a pension. 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.

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