Ball State University

457(b) Deferred Compensation Plan

Summary Plan Description

Issued October 2014
# TABLE OF CONTENTS

## INTRODUCTION

1

## CAUTION

1

## DEFINED TERMS

1

## PARTICIPATION

1

A. Becoming a Participant .................................................................1
B. End of Participation .................................................................1

## CONTRIBUTIONS

1

A. Pre-Tax Contributions ..................................................................1
B. Contribution Limits ..................................................................2
C. Rollovers ..................................................................................2
D. Leaves of Absence ...................................................................2
E. Expenses of Plan ...................................................................3

## VESTING

3

## INVESTMENTS

3

A. Contracts with Vendors .............................................................3
B. Investments ..............................................................................3

## ACCOUNTING

4

A. Participant Accounts .................................................................4
B. Valuation ................................................................................4
C. Statements ..............................................................................4

## BENEFITS

4

A. Distributions Generally .............................................................4
B. Unforeseeable Emergency Distributions ....................................4
C. Military Service Distributions ..................................................4
D. Payment Options ....................................................................4
E. Death Benefit ..........................................................................4
F. Beneficiaries ............................................................................5
G. Distributions After Age 70½ .....................................................5
H. Payments That Can Be Rolled Over ...........................................5
LOANS ......................................................................................................................... 6

SPECIAL PROVISIONS FOR MILITARY SERVICE ......................................................... 7

ADMINISTRATION OF THE PLAN .................................................................................. 7
A. Administrator ........................................................................................................... 7
B. Claims Procedure ................................................................................................... 7

NONALIENATION OF BENEFITS AND DOMESTIC RELATIONS ORDERS .......... 8

AMENDMENT OR TERMINATION OF PLAN ................................................................. 8

WHAT KEY DEFINITIONS DO I NEED TO KNOW? .................................................... 8

WHAT GENERAL INFORMATION ABOUT THE PLAN SHOULD I KNOW? ............ 10

APPENDIX A .................................................................................................................. 1
A. FIDELITY .................................................................................................................. 1
B. TIAA-CREF .............................................................................................................. 3
INTRODUCTION

The purpose of this Summary is to help you understand the benefit features offered to you under the Ball State University 457(b) Deferred Compensation Plan (“Plan”).

Ball State University (“University”) wants to help you save for your retirement. The University helps you to build a reserve for retirement by allowing you to contribute part of your Compensation to the Plan on a pre-tax basis. Pre-Tax Contributions and earnings thereon grow tax-deferred until they are withdrawn from the Plan. Your Pre-Tax Contributions and the earnings on these contributions determine your retirement benefits under the Plan.

CAUTION

This Summary describes the principal terms and conditions of the Plan as of January 1, 2014. The Plan is the document that legally governs the terms and operations of your retirement plan and creates any rights for you or your beneficiary(ies). If there are any differences between this Summary and the Plan document, the Plan document will control. Further details about the Plan are on file at the Office of Payroll & Employee Benefits. You may review the Plan document by calling the Office of Payroll & Employee Benefits at 765-285-8461.

DEFINED TERMS

A few defined words and phrases are used in this Summary. Please refer to the Key Definitions Section when the first letter of a word or phrase is capitalized.

PARTICIPATION

A. Becoming a Participant.

Pre-Tax Contributions. You are eligible to begin making Pre-Tax Contributions to the Plan immediately upon employment with the University as an Eligible Employee. To begin making Pre-Tax Contributions, you must complete and return a salary reduction agreement to the Office of Payroll & Employee Benefits. Your election on your salary reduction agreement will be effective as soon as administratively practicable after the date specified in your agreement or, if later or no date is specified, the date that your agreement is received by the University. Under Federal law, however, your election will become effective no earlier than the first day of the month following your submission of an executed salary reduction agreement, unless you are a newly hired Eligible Employee and submit your salary reduction agreement prior to your first day of employment.

Notification and Forms. Participation in the Plan is voluntary. The University will notify you when you are eligible to participate in the Plan. You must complete all forms required by both the University and the Vendor to participate in the Plan.

B. End of Participation.

You will cease to be a Participant when your entire Account under the Plan is distributed.

CONTRIBUTIONS

A. Pre-Tax Contributions.

Elections. As a Participant, you may elect to make Pre-Tax Contributions to the Plan each pay period equal to:

- a specified percentage of your Compensation, or
- the maximum dollar limit permitted under the Code for the Plan Year.

Your Pre-Tax Contributions will reduce the Compensation that would otherwise be paid to
you. The portion of your Compensation that you contribute to the Plan as a Pre-Tax Contribution is not subject to income tax the year in which you contribute it.

**EXAMPLE:** Assume your Compensation for the year is $25,000 and you elect to make Pre-Tax Contributions equal to 6% of your Compensation each pay period, or $1,500 for the Plan Year (6% x $25,000 = $1,500).

<table>
<thead>
<tr>
<th>Total Compensation:</th>
<th>$25,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Pre-Tax Contributions</td>
<td>$1,500</td>
</tr>
<tr>
<td>W-2 Income (for income taxes):</td>
<td>$23,500</td>
</tr>
</tbody>
</table>

Earnings on Pre-Tax Contributions accumulate tax free. Pre-Tax Contributions and the earnings thereon are included in your gross income at distribution.

**Changing or Discontinuing Elections.** Generally, your salary reduction agreement will remain in effect until superseded by another election. You may change or discontinue your election to make Pre-Tax Contributions by completing a new salary reduction agreement at any time. Your election will be effective as soon as administratively practicable after the date specified in your agreement or, if later or no date is specified, the date that your agreement is received by the University, but no earlier than the first day of the month following your submission of a executed salary reduction agreement. Termination of your salary reduction agreement will be effective as soon as administratively practicable after your agreement is received by the University. Requests to change or discontinue Pre-Tax Contributions cannot be made retroactively.

**Pre-Tax Contribution Account.** Your Pre-Tax Contributions are allocated to your Pre-Tax Contribution Account.

**B. Contribution Limits.**

**General Dollar Limit.** Federal law limits the amount of Pre-Tax Contributions you may make to the Plan and contributions (made by you or your employer) to all other 457(b) plans in which you participate each year. For 2014, the general dollar limit is $17,500. The IRS adjusts the general dollar limit periodically for increases in the cost-of-living. You can contact the Office of Payroll & Employee Benefits for information on limit increases after 2014.

**Age 50 Catch-Up.** If you have elected to make the maximum Pre-Tax Contributions under the general dollar limit for a year ($17,500 for 2014) and you have reached age 50 (or will reach age 50 by the end of the calendar year), you may elect to make a catch-up Pre-Tax Contribution for the Plan Year up to a specified dollar limit. For 2014, the age 50 catch-up limit is $5,500. The IRS adjusts the age 50 catch-up limit periodically for increases in the cost-of-living. You can contact the Office of Payroll & Employee Benefits for information on limit increases after 2014.

The age 50 catch-up limit applies to all 457(b) plans in which you participate. The catch-up contribution you can make to the Plan may be reduced or limited by the amount of catch-up contributions that you make in the same calendar year to a plan sponsored by another employer. Contact the Office of Payroll & Employee Benefits for more information.

**Excess Contributions.** If your Pre-Tax Contributions made to the Plan plus contributions (made by you or your employer) to any other 457(b) plan exceed the applicable contribution limit, you must notify the Administrator or the Vendor no later than March 15 following the year in which the excess Pre-Tax Contributions were made. The Vendor will then distribute the excess plus earnings to you by April 15 of that year.

**C. Rollovers.**

Rollovers are not permitted to the Plan.

**D. Leaves of Absence.**

Pre-Tax Contributions will continue to be made for a Participant during a paid leave of absence. Pre-Tax Contributions will be based on the Compensation paid to the Participant during the
leave. No Pre-Tax Contributions will be made on behalf of a Participant during an unpaid leave of absence or while the Participant is receiving benefits under the University's disability plans.

E. Expenses of Plan.

Investment expenses are charged against the investment options to which they relate and are deducted from the investment option's gross rate of return. The University pays the general expenses of administering the Plan. However, there are certain expenses that will be paid just from your Account. These are expenses that are specifically incurred by you or attributable to you - for example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your Account be paid to your ex-Spouse. These additional expenses will be paid directly from your Account because they are directly attributable to your benefit under the Plan. The Administrator or Vendors for the Plan may change the amount and the manner in which expenses are allocated from time to time.

VESTING

You are always 100% Vested in your Account under the Plan. However, your Account is subject to investment risks. This means Account values will fluctuate with the market value of the investment options.

INVESTMENTS

A. Contracts with Vendors.

All Pre-Tax Contributions under the Plan are held under Contracts with the Vendors in accordance with the rules of the Plan. All benefits are paid from the Contracts. The current Vendors approved under the Plan are listed in Appendix A. You may direct that your Pre-Tax Contributions be invested with only two Vendors at a time.

B. Investments.

You choose the investment options in which you wish to invest your Account from a list of investment options offered by your Vendor and approved by the Administrator. The current list of investment options is shown in the attached Appendix A. The investment options offered may change from time to time. You will be notified of any change.

Contributions are invested as you direct. You may choose to invest your Account in one or more of the Plan's investment options in 1% increments. If you fail to direct the investment of your Account, your Account may be invested in a "default" investment option designated by the Administrator.

You may change your investment elections for future contributions and/or transfer your existing Account balance in whole or in part from one investment option to another as permitted by the Vendor and subject to the terms of the Contracts. You may change your investment election for future contributions or for existing contributions by using any of the investment election methods permitted by the Vendor.

Each of the investment options offers certain advantages and risks. Depending upon your personal savings goals - and the level of risk you want to accept - you can create your own investment strategy. The value of your Account may fluctuate upward or downward as a result of changes in the market price of the assets in the investment options you select.

It is very important that you review the Contracts in which your contributions are invested carefully before you select your investment options. In exchange for a guaranteed return, some investment options offered under the Contracts impose restrictions on your ability to transfer your contributions to another investment option and/or to request a distribution in a single lump sum. These include limits on the percentage of your Account that you can transfer and/or receive as a distribution in a calendar year, and/or time restrictions and surrender charges for requesting a single lump sum distribution. You may want to consult with your investment advisor before making your investment selections under the Plan so that you
understand how these restrictions could affect your personal situation.

ACCOUNTING

A. Participant Accounts.

For accounting purposes, each Vendor maintains records to reflect the Account of each Participant.

B. Valuation.

Contributions and distributions, as well as gains or losses, from each investment option in which you have directed your Account to be invested will be generally allocated to your Account daily.

C. Statements.

You will receive quarterly statements from each Vendor with whom you have elected to invest your Account. The quarterly statement will show the activity and balance of your Account. You should review these statements and contact the Vendor or Office of Payroll & Employee Benefits if you have questions.

BENEFITS

A. Distributions Generally.

You are entitled to receive payments from your Account when you:

- have had a Severance from Employment for a period of at least 30 days, or
- reach age 70½.

The University must certify to the Vendor that you have had a Severance from Employment.

B. Unforeseeable Emergency Distributions.

Unforeseeable emergency distributions are not permitted under the terms of the Plan.

C. Military Service Distributions.

If you are performing qualified military service (as defined in USERRA) while on active duty for a period of more than 30 days, you are treated as having had a Severance from Employment and may request a payment from your Pre-Tax Contribution Account. If you receive a payment under this provision, your Pre-Tax Contributions to the Plan will be suspended for the six month period after you receive the payment.

If you are a "qualified reservist," then regardless of your age, this distribution will not be subject to a 10% early withdrawal penalty. However, the withdrawal will be subject to income taxes. A "qualified reservist" is a reservist or national guardsman ordered or called to active duty after September 11, 2001, for a period that is greater than 179 days or for an indefinite period. If you are a qualified reservist and take a distribution from the Plan, you will have the opportunity to repay the distribution to an IRA at any time during the two year period after the end of your active duty.

D. Payment Options.

You may elect to receive your Account in any form of benefit offered under the Vendor's Contract. Forms of payment include, but are not necessarily limited to, a single lump sum payment, installment payments, a joint and survivor annuity form of payment, or another form of annuity payment. You should contact your Vendor for more information.

E. Death Benefit.

If you die before distribution of your Account begins, your designated beneficiary will receive the balance in your Account under a payment option available under the Vendor's Contract.

If you die after distribution of your Account begins, any remaining Account balance distributed to your beneficiary will be determined by the form of payment you selected prior to your death. Under some forms of payment, your beneficiary may elect to receive a lump sum payment or another form of payment available under the Plan. However, if your Account has been used to purchase an annuity,
any remaining payments will be made under the terms of the annuity.

Federal law places limits on the maximum time period when benefits must be paid and on the minimum amount that must be paid after your death. The Vendor will notify your beneficiary(ies) if any of these limits apply.

F. Beneficiaries.

You may designate on the form provided by the Vendor one or more primary and contingent beneficiaries to receive any Plan benefits payable upon your death. Your designated beneficiary may be a person, company, trustee, or estate. You may revoke or change your beneficiary designation by completing a new beneficiary designation form and giving your completed form to the Vendor.

Your beneficiary designation will remain in effect unless you revoke it. However, unless otherwise provided in the Contract in which your Account is invested, your beneficiary designation will be deemed null and void upon your divorce from your Spouse, and you will need to redesignate your former Spouse as a beneficiary in order for him or her to have any rights as a beneficiary under the Plan subsequent to the divorce.

Unless otherwise provided in the Contract in which your Account is invested, if you die before you name a beneficiary, or, if your named beneficiary dies before you die, benefits will be paid to your Spouse. If your Spouse is not living when you die, benefits will be paid to your estate. You should keep a current beneficiary designation form on file with the Vendor.

G. Distributions After Age 70½.

Distribution of your Account must begin no later than April 1 of the calendar year following the later of the calendar year in which you turn age 70½, or the calendar year in which you have a Severance from Employment. The Vendor will calculate the amounts required to be distributed to you and notify you prior to the date that distributions must begin. The payment of benefits under this rule is important to avoid a 50% excise tax on the difference between your required distribution and the amount actually distributed to you.

H. Payments That Can Be Rolled Over.

Eligible Rollover Distribution. Some payments from the Plan will be "eligible rollover distributions" that can be rolled over to an "eligible retirement plan." An eligible retirement plan includes the following types of plans:

- 401(a) or 403(a) qualified plan,
- 403(b) plan,
- 457(b) plan of a governmental entity,
- individual retirement account or annuity (IRA), or
- Roth individual retirement account (Roth IRA).

By electing to directly roll over your eligible rollover distribution to an eligible retirement plan, you may defer paying income taxes on the distribution (and avoid any early withdrawal tax) until you actually receive a distribution at a later date. The Vendor will be able to tell you what portion, if any, of your payment is an "eligible rollover distribution." Generally, lump sum payments and installment payments made to you for a period of less than 10 years are "eligible rollover distributions" and can be rolled over. Hardship withdrawals, annuity payments and required minimum distributions made to you after you reach age 70½ (or, if later, your Severance from Employment), are not "eligible rollover distributions" and cannot be rolled over.

The Vendor will provide you with a written explanation of the income tax consequences of receiving an "eligible rollover distribution" at least 30 days and not more than 180 days before you receive a distribution, unless you waive the 30-day notice.

A payment from the Plan that is an "eligible rollover distribution" can be taken in the following ways. You can elect:
to have all of your payment paid in a "direct rollover" (see below),
- to have all of your payment paid to you (see below),
- to have part of your payment paid to you and part rolled over to an eligible retirement plan.

You should discuss your situation with your tax advisor before electing a particular rollover payment method.

**Direct Rollover.** A direct rollover is the payment of your "eligible rollover distribution" from the Plan directly to an IRA or an eligible employer plan that is able to accept the direct rollover payment on your behalf. If you go to a new employer and your new employer's plan does not accept rollovers, you can choose a direct rollover to an IRA. If you do not have an IRA, you can open an IRA to receive the direct rollover.

If you choose a direct rollover:

1. Your payment will not be taxed in the current year and no income tax will be withheld.
2. The Vendor will send the direct rollover payment on your behalf to your IRA or, if you choose, to another eligible employer plan that accepts your rollover.
3. Your payment will be taxed when you take it out of the IRA or the eligible employer plan.

If you choose a direct rollover, you must furnish to the Vendor the name of the recipient plan, a representation completed by that the recipient plan that is an eligible retirement plan which is able to accept a rollover on your behalf, and provide any other information that is necessary to permit the Vendor to accomplish the direct rollover. The Vendor will rely on the information you provide; therefore, any inaccurate information may subject your distribution to adverse income tax consequences.

**Payment Made to You.** If you choose to have your "eligible rollover distribution" paid to you, the Vendor is required by federal law to withhold 20% from your distribution to be applied against your federal income tax liability for the year.

Even if you have an "eligible rollover distribution" paid to you, you can still roll over all or part of it to an IRA or an eligible employer plan that accepts rollovers, provided that you roll it over within 60 days of payment. The portion that you roll over is not taxed until distributed from the IRA or the eligible employer plan, but 20% will still be withheld.

**Payments That Cannot Be Rolled Over.** The 20% mandatory withholding rules do not apply to payments that cannot be rolled over. In this case, your payment will be taxed in the year received, and will be subject to federal income tax withholding unless you (or your beneficiary) elect not to have withholding apply. You must complete an IRS form to elect out of withholding.

**Special Rules for Surviving Spouses, Alternate Payees, and Non-Spouse Beneficiaries.** The rules summarized above apply to Employees. In general, these rules also apply to payments to surviving Spouses of Employees, and to Spouses or former Spouses who are Alternate Payees. You are an Alternate Payee if your interest in the Plan results from a "qualified domestic relations order." Additionally, these rules generally apply to non-Spouse beneficiaries, except that payments can be rolled over only to an IRA.

**Additional Information.** The general rules described in this Section are complex and contain many conditions and exceptions that are not included in this summary. Therefore, you should discuss your situation with your tax advisor before you apply for the payment of your Accounts from the Plan.

**LOANS**

Loans are not permitted under the terms of the Plan.
SPECIAL PROVISIONS FOR MILITARY SERVICE

In the event you are rehired following a period of qualified military service (as defined in USERRA) you will be entitled to make Pre-Tax Contributions to the Plan from your current earnings attributable to the period of time such contributions were not otherwise allowed due to military service. These Pre-Tax Contributions will be in addition to other contributions permitted under the Plan, and will be made as permitted under the Plan and Code Section 414(u).

These additional Pre-Tax Contributions will be based on the amount of Compensation you would have received from the University had it not been for your military service, and will be subject to the Plan's terms and conditions in effect during your period of military service. Pre-Tax Contributions may be made during the period that begins upon reemployment and extends for five years or your period of military service multiplied by three (whichever is less.)

To be eligible for these benefits, before leaving for military service, you are generally required to give the University advance notice that you are leaving the job for service in the Uniformed Services. When you return from military service, you must timely submit an application for reemployment and request information regarding your reemployment rights. Time limits for returning to work will depend on the length of time of your military service. Please contact the Office of Payroll & Employee Benefits for additional information.

ADMINISTRATION OF THE PLAN

A. Administrator.

The Administrator may designate an administrative committee to serve as the Administrator of the Plan. The Administrator has the authority to control and manage the operation and administration of the Plan and is the named fiduciary of the Plan. Benefits under the Plan will be paid only if the Administrator, in its sole discretion, decides that the applicant is entitled to them.

The Administrator has the power and authority to determine all questions of law or fact that may arise as to eligibility, benefits, status and rights of any person claiming benefits or rights under the Plan, to construe and interpret the Plan consistent with the Code, and to correct any defect, supply any omissions, or reconcile any inconsistencies in the Plan.

B. Claims Procedure.

You or your beneficiary may file a claim for benefits with the Administrator or Vendor.

Denial of Claims. If the claim is denied, in whole or in part, then the Administrator or Vendor must give you or your beneficiary a written notice within 90 days of receiving the claim, explaining the specific reasons for the denial, identifying the Plan sections on which the denial is based, describing additional material necessary to perfect the claim, explaining why the material or information is necessary, and explaining the review procedure.

If the Administrator or Vendor decides that special circumstances require an extension of time to process your claim, you will be given written notice of the extension within the initial 90-day period. Any extension cannot be longer than an additional 90 days after the initial 90-day period.

Appeal of Denial of Claim. If the Administrator's or Vendor's determination to deny the claim is not acceptable to you or your beneficiary, an appeal for benefits may be filed with the Administrator or Vendor. This appeal must be in writing and filed within 60 days of the date of the determination by the Administrator or Vendor. If you do not file an appeal within this 60-day period, the decision of the Administrator or Vendor will be final. You or your authorized representative may review any Plan documents and submit comments and documents for review. You will be provided access to documents and information relevant to your claim. When reviewing an appeal, all
information submitted by you will be considered, regardless of whether it was submitted in the initial determination.

If you do appeal the claim denial, the Administrator or Vendor will then make a determination as to any claim for benefits within 60 days of receiving the appeal without regard to whether all information needed to make a determination is included with the appeal. If the Administrator or Vendor decides that special circumstances require an extension of time to process your claim, you will be given written notice of the extension within the initial 60 day period. Any extension cannot be longer than an additional 60 days after the initial 60 day period.

If the Administrator or Vendor denies your appeal as to any claim, you will receive a statement explaining the specific reason for the denial, identifying the Plan sections on which the denial is based, and notifying you that you may have reasonable access to, and copies of, all documents, records, and other information relevant to your claim upon your request and free of charge. The decision will be in writing and will be final and binding on you and all other parties involved.

For more details on the claims procedures, contact the Administrator or Vendor.

NONALIENATION OF BENEFITS AND DOMESTIC RELATIONS ORDERS

Nonalienation of Benefits. Except as discussed below, your Account under the Plan, prior to your actual receipt, will not be subject to any debt, liability, contract, engagement, or tort, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or other legal or equitable process.

Legal Offset. Your benefits may be reduced to the extent permitted under federal law, which, in general, provides a reduction to satisfy your liability to the Plan due to:

- a federal tax levy,
- an overpayment of Plan benefits, or
- a fine imposed as part of a criminal sentence under federal law.

Domestic Relations Orders. A "domestic relations order" is a court order that obligates a Participant to pay child support, alimony payments, or otherwise allocate a portion of the Participant's Account to his or her Spouse, former Spouse, child or other dependent (collectively known as "Alternate Payees").

If the University receives a domestic relations order, the University may be required by law to recognize obligations a Participant incurs as a result of the order if the order is determined to be "qualified."

If the domestic relations order is determined to be qualified, the Plan will make a distribution to an Alternate Payee under the qualified domestic relations order before the Participant's "earliest retirement age," as defined in Code Section 414(p), only if the order specifically requires the Plan to do so.

You may request written QDRO Procedures from your Vendor for more information regarding domestic relations orders.

AMENDMENT OR TERMINATION OF PLAN

It is expected that the Plan will continue indefinitely, but the University has reserved the right to change, modify, or discontinue the Plan. However, no change may decrease the benefits already earned by you or violate any provisions of the Code.

WHAT KEY DEFINITIONS DO I NEED TO KNOW?

Certain words and phrases used in this Summary have special meaning as described in this Section.

Account means the Pre-Tax Contribution Account maintained for you to reflect your benefit in the Plan.
Administrator means the University.

Alternate Payee means an individual who has a right to a benefit under the terms of a qualified domestic relations order.

Board means the Board of Trustees of the University.

Code means the Internal Revenue Code of 1986, as amended.

Compensation means the amount paid by the University to an Employee in a Plan Year that is reported as wages in Box 1 of the Employee’s Form W-2, but excluding bonuses, awards, cell phone allowances, automobile allowances, uniform allowances, taxable non-cash fringe benefits, taxable cash rebates or refunds, imputed income (e.g., excess group term life insurance and taxable medical benefits), and disability payments. Compensation includes any amounts reduced pursuant to a salary reduction agreement with the University under Code Section 457(b), 401(k), 403(b), 125, or 132(f), including Pre-Tax Contributions to this Plan and elective deferral contributions made to the Ball State University Tax Deferred Annuity Plan. Compensation includes any payment that would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the University and that otherwise satisfies the definition of Compensation, provided it is paid by the later of two and one-half months after the Employee’s Severance from Employment or the end of the calendar year in which the Employee has a Severance from Employment. Compensation includes a differential wage payment from the University to an Employee for qualified military service.

Contract means (i) a contract issued by an insurance company authorized in the State of Indiana that includes payment in the form of an annuity, (ii) a custodial account held by a bank or an approved non-bank trustee or custodian, the assets of which are invested exclusively in regulated investment company stock, or (iii) any other investment permitted under Code Section 457(b).

Disabled means that you are unable 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.

Eligible Employee means an Employee, but does not include (i) a graduate or undergraduate student or (ii) an individual performing services for the University pursuant to an agreement that provides that such individual shall not be eligible to participate in the Plan or other benefit plans of the University.

Employee means a common law employee of the University, but does not include an independent contractor, regardless of whether later determined to be a common law employee.

Participant means an Eligible Employee or former Eligible Employee, who is participating in the Plan and who is eligible or may become eligible to receive a benefit of any type under the Plan.

Plan means the Ball State University 457(b) Deferred Compensation Plan.

Plan Year means the calendar year.

Pre-Tax Contribution means a contribution made to the Plan by the University by pre-tax payroll deduction based on the Participant's election on a salary reduction agreement.

Severance from Employment means a complete termination of the employment relationship between the Employee and the University, including from part-time and adjunct assignments. The employment relationship between an Employee who is a faculty member and the University terminates at the end of the faculty member's contract assignment, unless the contract is renewed by the University or earlier terminated by the Employee or the University.

Spouse means a person to whom you are legally married under federal law.

University means Ball State University.
USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

Vendor means an entity selected by the Administrator to offer Contracts to Participants under the Plan. The current Vendors under the Plan are listed in Appendix A.

Vested means that your interest in your Account is unconditional, legally enforceable, and nonforfeitable.

WHAT GENERAL INFORMATION ABOUT THE PLAN SHOULD I KNOW?

Name of Plan. The legal name of the Plan is the Ball State University 457(b) Deferred Compensation Plan.

Type of Plan. The Plan is a defined contribution plan designed to satisfy the requirements of and have tax favored status under Code Section 457(b).

Effective Date. The Plan was originally effective January 1, 2002. The Plan was most recently amended and restated in its entirety effective January 1, 2012.

Administrator and Plan Sponsor. The Administrator and Plan Sponsor for the Plan is:

   Ball State University  
   2000 W. University Avenue  
   Muncie, IN 47306

Service of legal process may be made on the Administrator at the above address.

Employer Identification Number. The employer identification number assigned by the Internal Revenue Service to the University is 35-6000221.

Plan Year. Records of the Plan are maintained on the 12-month period from January 1 to December 31.

Source of Financing. The Plan is financed through Pre-Tax Contributions made by Participants in amounts determined by Pre-Tax Contributions are invested in Contracts with the Vendors.
As of January 1, 2014, the approved Vendors under the Plan are:

- Fidelity
- Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA-CREF)

A. FIDELITY

The contact information for Fidelity is:

Jennifer Spencer  
Planning and Guidance Consultant  
Fidelity Investments  
100 Magellan Way KW22  
Covington, KY 41015  
Toll Free 800-544-6868, Ext. 16002  
Office 765-430-8152  
Fax 765-743-1374  
jennifer.spencer@fmr.com

The investment options available under Fidelity's Contracts are:

<table>
<thead>
<tr>
<th>FID FIDELITY FUND</th>
<th>FID EXPORT &amp; MULTI STOCK</th>
<th>SPTN EXT MKT IDX ADV</th>
</tr>
</thead>
<tbody>
<tr>
<td>FID PURITAN</td>
<td>FID FOCUSED STOCK</td>
<td>SPTN INTL INDEX ADV</td>
</tr>
<tr>
<td>FID TREND</td>
<td>FID GLOBAL BALANCED</td>
<td>SPTN 500 INDEX ADV</td>
</tr>
<tr>
<td>FID SEL COMPUTERS</td>
<td>FID INTL CAP APPREC</td>
<td>SPTN ST TR IDX ADV</td>
</tr>
<tr>
<td>FID SEL ELECTRONICS</td>
<td>FID STK SEL SM CAP</td>
<td>SPTN INT TR IDX ADV</td>
</tr>
<tr>
<td>FID SEL CONS STAPLES</td>
<td>FID MID CAP STOCK</td>
<td>SPTN LT TR IDX ADV</td>
</tr>
<tr>
<td>FID VALUE STRAT</td>
<td>FID LARGE CAP STOCK</td>
<td>FID INTL VALUE</td>
</tr>
<tr>
<td>FID GNMA</td>
<td>FID GROWTH DISC</td>
<td>FID FREEDOM 2045</td>
</tr>
<tr>
<td>FID MAGELLAN</td>
<td>FID SMALL CAP STOCK</td>
<td>FID FREEDOM 2050</td>
</tr>
<tr>
<td>FID CONTRAFUND</td>
<td>FID EUROPE CAP APP</td>
<td>RIE LC CORE ENH INDX</td>
</tr>
<tr>
<td>FID EQUITY INC</td>
<td>FID NORDIC</td>
<td>FID LC VAL INDX</td>
</tr>
<tr>
<td>FID GROWTH COMPANY</td>
<td>FID ASSET MGR 85%</td>
<td>FID LC GRO ENH INDX</td>
</tr>
<tr>
<td>FID INVST GR BD</td>
<td>FID STRATEGIC INCOME</td>
<td>FID ASSET MGR 30%</td>
</tr>
<tr>
<td>FID GROWTH &amp; INC</td>
<td>FID FREEDOM 2000</td>
<td>FID ASSET MGR 40%</td>
</tr>
<tr>
<td>FID SEL SOFTWARE</td>
<td>FID FREEDOM 2010</td>
<td>FID ASSET MGR 60%</td>
</tr>
<tr>
<td>FID INTERMED BOND</td>
<td>FID FREEDOM 2020</td>
<td>FID GLOBAL STRAT</td>
</tr>
<tr>
<td>FID SEL AIR TRANSPRT</td>
<td>FID FREEDOM 2030</td>
<td>FID TOTAL INTL EQ</td>
</tr>
<tr>
<td>FID CAPITAL &amp; INCOME</td>
<td>FID SM CAP DISCOVERY</td>
<td>FID INTL GROWTH</td>
</tr>
<tr>
<td>FID VALUE</td>
<td>FID TREASURY ONLY MM</td>
<td>FID INTL ENH INDEX</td>
</tr>
<tr>
<td>FID MORTGAGE SEC</td>
<td>FID SHORT TERM BOND</td>
<td>FID SM CAP ENH INDX</td>
</tr>
<tr>
<td>FID SEL GOLD</td>
<td>FID INTM GOVT INCOME</td>
<td>FID MID CAP ENH INDX</td>
</tr>
<tr>
<td>FID SEL BIOTECH</td>
<td>FID MONEY MARKET</td>
<td>FID EMEA</td>
</tr>
<tr>
<td>FID SEL ENERGY SVCS</td>
<td>FID HIGH INCOME</td>
<td>FID GLB COMDTY STK</td>
</tr>
<tr>
<td>FID SEL INSURANCE</td>
<td>FID GOVT MMKT</td>
<td>FID CORPORATE BOND</td>
</tr>
<tr>
<td>FID SEL RETAILING</td>
<td>FID FIFTY</td>
<td>FID CONSV INC BD</td>
</tr>
<tr>
<td>FID US GOVT RES</td>
<td>FID SEL AUTOMOTIVE</td>
<td>FID GLB HIGH INCOME</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>FIDLITY GOVT INCOME</td>
<td>FID SEL MULTIMEDIA</td>
<td>SPTN US BOND INDX ADV</td>
</tr>
<tr>
<td>FID CASH RESVR</td>
<td>FID SEL MEDICAL DEL</td>
<td>FID FREEDOM 2055</td>
</tr>
<tr>
<td>FID SEL ENERGY</td>
<td>FID SEL BANKING</td>
<td>SPTN EM MKTS INDX ADV</td>
</tr>
<tr>
<td>FID SEL LEISURE</td>
<td>FID SEL MATERIALS</td>
<td>SPTN GLB XUS INDX ADV</td>
</tr>
<tr>
<td>FID SEL HEALTHCARE</td>
<td>FID SEL INDUST EQUIP</td>
<td>SPTN MID CAP INDX ADV</td>
</tr>
<tr>
<td>FID SEL TECHNOLOGY</td>
<td>FID SEL CONSTR/HOUSE</td>
<td>SPTN REAL ES INDX ADV</td>
</tr>
<tr>
<td>FID SEL UTILITIES</td>
<td>FID SEL TRANSPORT</td>
<td>SPTN SM CAP INDX ADV</td>
</tr>
<tr>
<td>FID SEL FINANCIAL</td>
<td>FID SEL NATURAL GAS</td>
<td>FID TOTAL EMERG MKTS</td>
</tr>
<tr>
<td>FID SEL DEFENSE</td>
<td>FID SEL NATURAL RES</td>
<td>FID EMERG MKTS DISC</td>
</tr>
<tr>
<td>FID SEL BROKERAGE</td>
<td>FID SEL INDUSTRIALS</td>
<td>SA CORE MULTI MGR</td>
</tr>
<tr>
<td>FID SEL CHEMICALS</td>
<td>FID SEL ENV ALT ENGY</td>
<td>SA GROWTH MULTI MGR</td>
</tr>
<tr>
<td>FID INDEPENDENCE</td>
<td>FID SEL CONS DISCR</td>
<td>SA VALUE MULTI MGR</td>
</tr>
<tr>
<td>FID SEL MONEY MARKET</td>
<td>FID SEL COMM EQUIP</td>
<td>SA SMID MULTI MGR</td>
</tr>
<tr>
<td>FID OTC PORTFOLIO</td>
<td>FID SEL PHARMACEUTCL</td>
<td>SA INTL MULTI MGR</td>
</tr>
<tr>
<td>FID OVERSEAS</td>
<td>FID RETIRE MM</td>
<td>SA EMERGING MKTS FOFOF</td>
</tr>
<tr>
<td>FID SEL TELECOMM</td>
<td>FID LTD GOVT</td>
<td>FID GLOBAL EQ INCOME</td>
</tr>
<tr>
<td>FID SEL CONSUMER FIN</td>
<td>FID STOCKSEL CAP VAL</td>
<td>FID STK SEL MID CAP</td>
</tr>
<tr>
<td>FID SEL LEVERGD CO STK</td>
<td>FID FREEDOM 2040</td>
<td>SPTN INF PR INDX ADV</td>
</tr>
<tr>
<td>FID NEW MILLEN</td>
<td>FID MID CAP VALUE</td>
<td>FID GLOBAL BOND</td>
</tr>
<tr>
<td>FID EUROPE</td>
<td>FID INFLAT PROT BOND</td>
<td>FID INTL BOND</td>
</tr>
<tr>
<td>FID PACIFIC BASIN</td>
<td>FID ULTRA SHORT BOND</td>
<td></td>
</tr>
<tr>
<td>FID REAL ESTATE INVS</td>
<td>FID FLOAT RT HI INC</td>
<td></td>
</tr>
<tr>
<td>FID BALANCED</td>
<td>FID INTL SMALL CAP</td>
<td></td>
</tr>
<tr>
<td>FID INTL DISCOVERY</td>
<td>FID TOTAL BOND</td>
<td></td>
</tr>
<tr>
<td>FID CAPITAL APPREC</td>
<td>FID VALUE DISCOV</td>
<td></td>
</tr>
<tr>
<td>FID CONVERTIBLE SEC</td>
<td>FID REAL ESTATE INC</td>
<td></td>
</tr>
<tr>
<td>FID CANADA</td>
<td>FID SEL WIRELESS</td>
<td></td>
</tr>
<tr>
<td>FID TELECOM &amp; UTIL</td>
<td>FID BLUE CHIP VALUE</td>
<td></td>
</tr>
<tr>
<td>FID BLUE CHIP GR</td>
<td>FID NASDAQ COMP INDX</td>
<td></td>
</tr>
<tr>
<td>FID ASSET MGR 50%</td>
<td>FID FREEDOM 2005</td>
<td></td>
</tr>
<tr>
<td>FID DISCIPLNED EQTY</td>
<td>FID FREEDOM 2015</td>
<td></td>
</tr>
<tr>
<td>FID LOW PRICED STK</td>
<td>FID FREEDOM 2025</td>
<td></td>
</tr>
<tr>
<td>FID WORLDWIDE</td>
<td>FID FREEDOM 2035</td>
<td></td>
</tr>
<tr>
<td>FID EQ DIV INCOME</td>
<td>FID STRAT DIV &amp; INC</td>
<td></td>
</tr>
<tr>
<td>FID STK SEL ALL CAP</td>
<td>FID FOCUSED HIGH INC</td>
<td></td>
</tr>
<tr>
<td>FID ASSET MGR 70%</td>
<td>FID INTL REAL ESTATE</td>
<td></td>
</tr>
<tr>
<td>FID EMERGING MKTS</td>
<td>FID SMALL CAP GROWTH</td>
<td></td>
</tr>
<tr>
<td>FID GROWTH STRAT</td>
<td>FID SMALL CAP VALUE</td>
<td></td>
</tr>
<tr>
<td>FID DIVERSIFD INTL</td>
<td>FID INTL SM CAP OPP</td>
<td></td>
</tr>
<tr>
<td>FID ASSET MGR 20%</td>
<td>FID STRAT REAL RET</td>
<td></td>
</tr>
<tr>
<td>GID DIVIDEND DR</td>
<td>SPTN TOTAL MKET INDX ADV</td>
<td></td>
</tr>
<tr>
<td>FID NEW MARKETS INC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FID TREASURY MMKT</th>
<th>FID SH DUR HIGH INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>FID LTD TERM BOND</td>
<td>FFI</td>
</tr>
</tbody>
</table>
B. TIAA-CREF

The contact information for TIAA-CREF is:

Ben Apraez  
Financial Consultant  
TIAA-CREF Financial Services  
11711 North Meridian St.  
Suite 420  
Carmel, IN 46032  
Toll Free 877-267-4507  
Office 317-706-6205  
Fax 312-332-2276  
bapraez@tiaa-cref.org

The investment options available under TIAA-CREF's Contracts are:

<table>
<thead>
<tr>
<th>TIAA Traditional Annuity</th>
<th>TIAA-CREF Large-Cap Value Index Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIAA Real Estate Account</td>
<td>TIAA-CREF Lifecycle Retirement Income Fund</td>
</tr>
<tr>
<td>CREF Stock Account</td>
<td>TIAA-CREF Managed Allocation Fund</td>
</tr>
<tr>
<td>CREF Money Market Account</td>
<td>TIAA-CREF Mid-Cap Growth Fund</td>
</tr>
<tr>
<td>CREF Bond Market Account</td>
<td>TIAA-CREF Mid-Cap Value Fund</td>
</tr>
<tr>
<td>CREF Social Choice Account</td>
<td>TIAA-CREF Money Market Fund</td>
</tr>
<tr>
<td>CREF Global Equities Account</td>
<td>TIAA-CREF Real Estate Securities Fund</td>
</tr>
<tr>
<td>CREF Equity Index Account</td>
<td>TIAA-CREF S&amp;P 500 Index Fund</td>
</tr>
<tr>
<td>CREF Growth Account</td>
<td>TIAA-CREF Short-Term Bond Fund</td>
</tr>
<tr>
<td>CREF Inflation Linked Bond Account</td>
<td>TIAA-CREF Small-Cap Blend Index Fund</td>
</tr>
<tr>
<td>TIAA-CREF Bond Fund</td>
<td>TIAA-CREF Small-Cap Equity Fund</td>
</tr>
<tr>
<td>TIAA-CREF Bond Plus Fund</td>
<td>TIAA-CREF Social Choice Equity Fund</td>
</tr>
<tr>
<td>TIAA-CREF Equity Index Fund</td>
<td>TIAA-CREF Lifecycle 2010 Fund</td>
</tr>
<tr>
<td>TIAA-CREF Growth &amp; Income Fund</td>
<td>TIAA-CREF Lifecycle 2015 Fund</td>
</tr>
<tr>
<td>TIAA-CREF High-Yield Fund</td>
<td>TIAA-CREF Lifecycle 2020 Fund</td>
</tr>
<tr>
<td>TIAA-CREF Inflation-Linked Bond Fund</td>
<td>TIAA-CREF Lifecycle 2025 Fund</td>
</tr>
<tr>
<td>TIAA-CREF International Equity Fund</td>
<td>TIAA-CREF Lifecycle 2030 Fund</td>
</tr>
<tr>
<td>TIAA-CREF International Equity Index Fund</td>
<td>TIAA-CREF Lifecycle 2035 Fund</td>
</tr>
<tr>
<td>TIAA-CREF Large-Cap Growth Fund</td>
<td>TIAA-CREF Lifecycle 2040 Fund</td>
</tr>
<tr>
<td>TIAA-CREF Large-Cap Growth Index Fund</td>
<td>TIAA-CREF Lifecycle 2045 Fund</td>
</tr>
<tr>
<td>TIAA-CREF Large-Cap Value Fund</td>
<td>TIAA-CREF Lifecycle 2050 Fund</td>
</tr>
<tr>
<td></td>
<td>TIAA-CREF Lifecycle 2055 Fund</td>
</tr>
</tbody>
</table>