

**Associated Students of San Diego State University
Retirement Plan**

Summary Plan Description

July 1, 2003

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This summary was prepared for participants in the **Associated Students of San Diego State University Tax-Deferred Annuity Plan**. If there is any ambiguity or inconsistency between this summary and the Plan Document, the terms of the Plan Document will govern. With respect to benefits provided by TIAA-CREF annuity contracts or certificates, all rights of a participant under the contracts or certificates will be determined only by the terms of such contracts or certificates.

Employer Identification Number: 956042622

Plan Number: 002

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Part I: Information About The Plan

1. **What is the Associated Students of San Diego State University Tax Deferred Annuity Plan Tax-Deferred Annuity (TDA) Plan?**

The Associated Students of San Diego State University Tax Deferred Annuity Plan (the 'Institution') TDA Plan (the "Plan") is a defined contribution plan that operates under Section 403(b) of the Internal Revenue Code (IRC). The Plan was established on July 1, 2003. The Plan is an arrangement allowed under Section 403(b) of the IRC, where employees of tax-exempt organizations can enter into salary reduction agreements with their employers. Under the agreement, a portion of the employee's compensation is applied on a before-tax basis to an annuity contract or mutual fund custodial account owned by the employee, rather than being paid directly to the employee. These amounts, together with any earnings, are not subject to federal income tax until they are paid to the employee (or beneficiary) in the form of benefits. Benefits are provided through:

A. Teachers Insurance and Annuity Association (TIAA). TIAA provides a traditional annuity. You can receive more information about TIAA by writing to: TIAA, 730 Third Avenue, New York, NY 10017. You also can receive information by calling 1 800 842-2733.

B. College Retirement Equities Fund (CREF). CREF is TIAA's companion organization, providing variable annuities. You can receive more information about CREF by writing to: CREF, 730 Third Avenue, New York, NY 10017. You also can receive information by calling 1 800 842-2733.

C. Other Fund sponsor Information

The Institution is the administrator of the Plan and is responsible for plan operation. The plan year begins on January 1 and ends on December 31.

2. **Who is eligible to participate in the Plan?**

All eligible employees of the Institution can participate in the Plan. Eligible employee means all employees except Student employees, salaried employees and part-time employees.

Individuals deemed by the Plan Administrator to be independent contractors are not eligible to participate in the Plan. If an individual is classified as an independent contractor by the Plan Administrator, such individual will be deemed to be ineligible, even if the individual is determined to be a common law employee pursuant to a government audit or litigation.

In addition, if you begin benefits before termination of employment, you will cease to be eligible for the plan.

3. **When do I become eligible to participate in the Plan?**

If you are an eligible employee, you may begin participation in this Plan following employment at the Institution. To participate in this Plan, you must complete the enrollment forms, as well as a Salary Reduction Agreement, and return them to the Institution.

Participation in this Plan is voluntary. You are not required to join the Plan. If you decide to participate in the Plan, you will continue to be eligible for the plan until (a) you cease to be an eligible employee, (b) the plan is terminated, or (c) you stop contributing to the Plan, whichever occurs first.

4. **What contributions will be made?**

To participate, you must enter into a written salary reduction agreement with the Institution. Under the agreement, your salary paid after the agreement is signed is reduced and the amount of the reduction is applied as premiums to one or more of the funding vehicles you select that are available under this Plan. You may terminate your salary reduction agreement at any time. Your ability to modify your agreement may be subject to such reasonable restrictions as established by the Plan Administrator. The salary reduction agreement will be legally binding and irrevocable with respect to salary paid while the agreement is in effect.

5. **Is there a limit on contributions?**

Yes. The total amount of contributions made on your behalf for any year will not exceed the limits imposed by IRC Section 415. These limits may be adjusted from time to time. For more information on these limits, contact your plan administrator or fund sponsor.

In addition, salary reduction contributions to this Plan will be further limited by the IRC Section 402(g) limit. If you have made salary reduction contributions that exceed the 402(g) limit, you should request a distribution of the excess by notifying the Plan administrator by March 1 of the following year. The excess will be distributed to you by April 15.

6. **Do contributions continue while I'm on active duty in the Armed Forces?**

If you are absent from employment by reason of service in the uniformed services of the United States, once you return to actual employment, the Institution will make those contributions to the Plan that would have been made if you had remained employed at the Institution during your period of military service to the extent required by law.

7. **When do my plan contributions become vested (i.e., owned by me)?**

You are fully and immediately vested in the benefits arising from contributions made under this Plan. Such amounts are non-forfeitable.

8. **When does my retirement income begin?**

Although income usually begins at normal retirement age, you may begin to receive annuity income at any time, which may be either earlier or later than the normal retirement age. However, if you begin receiving annuity benefits under this Plan before termination of employment, no further contributions will be made on your behalf.

In addition to any other Plan provision, amounts that have at any time been invested in a mutual fund custodial account may be withdrawn only when you attain age 59 $\frac{1}{2}$, separate from service, die or become disabled.

9. **When may I begin receiving benefits?**

Salary reduction contributions (and any earnings) made to an annuity contract after December 31, 1988, or any amounts that have at any time been invested in a mutual fund custodial account, regardless of date, may be withdrawn only when you attain age 59 $\frac{1}{2}$, terminate employment, die, or become disabled. You also may withdraw your contributions (but not earnings credited on or after January 1, 1989) if you encounter hardship.

Retirement benefits must normally begin no later than April 1 of the calendar year following the year in which you attain age 70 $\frac{1}{2}$ or, if later, April 1 following the calendar year in which you retire. Failure to begin annuity income by the required beginning date may subject you to a substantial federal tax penalty.

If you die before the distribution of benefits has begun, your entire interest must normally be distributed by December 31 of the fifth calendar year after your death. Under a special rule, death benefits may be payable over the life or life expectancy of a designated beneficiary if the distribution of benefits begins not later than December 31 of the calendar year immediately following the calendar year of your death. If the designated beneficiary is your spouse, the commencement of benefits may be deferred until December 31 of the calendar year that you would have attained age 70 _ had you continued to live.

The payment of benefits according to the above rules is extremely important. Federal tax law imposes a 50 percent excise tax on the difference between the amount of benefits required by law to be distributed and the amount actually distributed if it is less than the required minimum amount.

Your fund sponsor will normally contact you several months before the date you scheduled your benefits to begin on your application. You may decide, however, to begin receiving income sooner, in which case you should notify the fund sponsor in advance of that date. Usually, the later you begin to receive payments, the larger each payment will be.

10. **What options are available for receiving retirement income?**

You may choose from among several income options when you retire. The following income options are available:

A. If your fund Sponsors are TIAA and CREF:

A Single Life Annuity. This option pays you an income for as long as you live, with payments stopping at your death. A single life annuity provides you with a larger monthly income than other options. This option is also available with a 10, 15, or 20 year guaranteed payment period (but not exceeding your life expectancy at the time you begin annuity income). If you die during the guaranteed period, payments in the same amount that you would have received continue to your beneficiary(ies) for the rest of the guaranteed period.

A Survivor Annuity. This option pays you a lifetime income, and if your annuity partner lives longer than you, he or she continues to receive an income for life. The amount continuing to the survivor depends on which of the following three options you choose:

- *Two-thirds Benefit to Survivor.* At the death of either you or your annuity partner, the payments are reduced to two-thirds the amount that would have been paid if both had lived, and are continued to the survivor for life.
- *Full Benefit to Survivor.* The full income continues as long as either you or your annuity partner is living.
- *Half Benefit to Second Annuitant.* The full income continues as long as you live. If your annuity partner survives you, he or she receives, for life, one-half the income you would have received if you had lived. If your annuity partner dies before you, the full income continues to you for life.

All survivor annuities are available with a 10, 15, or 20 year guaranteed period, but not exceeding the joint life expectancies of you and your annuity partner. The period may be limited by federal tax law.

A Minimum Distribution Option (MDO). The MDO enables participants to automatically comply with federal tax law distribution requirements. With the MDO, you'll receive the minimum distribution that is required by federal tax law while preserving as much of your accumulation as possible. The minimum distribution will be paid to you annually unless you elect otherwise. This option is generally available in the year you attain age 70 _ or retire, if later.

B. INSERT OTHER FUND SPONSOR INFORMATION

11. **May I receive benefits for a fixed-period after termination of employment?**

A. If your fund Sponsors are TIAA and CREF:

Yes, you may receive benefits for a fixed-period after termination of employment. The fixed-period option pays you an income over a fixed-period of between five and 30 years. five and 30 years for TIAA Traditional Annuity accumulations and two and 30 years for CREF accumulations. At the end of the selected period, all benefits will end. If you die during the period, payments will continue in the same amount to your beneficiary for the duration.

B. INSERT OTHER FUND SPONSOR INFORMATION

Tax law requires that the period you choose not exceed your life expectancy or the joint life expectancy of you and your beneficiary.

12. **May I receive a cash withdrawal from the Plan after termination of employment?**

A. If your fund Sponsors are TIAA and CREF:

Yes, you may receive all of your TIAA and CREF accumulations as a cash withdrawal after you terminate employment.

You can elect to receive your cash withdrawal through a series of systematic payments using TIAA-CREF's Systematic Withdrawal service. This service allows you to specify the amount and frequency of payments. Currently, the initial amount must be at least \$100 per account. Once payments begin, they will continue for the period you specify. You can change the amount and frequency of payments, as well as stop and restart payments as your needs dictate. There is no charge for this service.

B. INSERT OTHER FUND SPONSOR INFORMATION

13. **May I receive a cash withdrawal from the Plan while still employed?**

Yes, you may receive a cash withdrawal of salary reduction contributions (and any earnings) made to an annuity contract after December 31, 1988, or any amounts that have at any time been invested in a mutual fund custodial account, regardless of date, but only if you are at least age 59 $\frac{1}{2}$, become disabled, or die. You also may withdraw your accumulations while employed if you encounter hardship. See the answer to the question, "May I receive benefits while employed if I incur a hardship?" for details. Annuity contract accumulations credited before January 1, 1989 are not subject to these restrictions and are available for withdrawal at any time. Please keep in mind that, under current tax law, withdrawals received before you are age 59 $\frac{1}{2}$ are generally subject to a 10 percent penalty tax, in addition to ordinary income tax.

14. **May I receive a cash withdrawal while still employed if I incur a hardship?**

Yes. If you incur a hardship before you terminate employment, you may receive a lump-sum cash payment, subject to the restrictions of the funding vehicle.

Hardship distributions will be permitted only if you incur an immediate and heavy financial need and the distribution is necessary to meet the financial need. To be considered for a hardship distribution, you'll need to complete an application form and supply supporting documentation required by the Plan administrator. No earnings credited on or after January 1, 1989 will be available for hardship distributions.

If a hardship distribution is made to you, all employee contributions to any plan maintained by your Institution may be suspended for 6 months after you receive the distribution. As with any withdrawal, you should consult with your tax advisor since there are possible tax consequences.

15. **May I take a loan from the Plan?**

Yes. The loan will be administered by the applicable fund sponsor. Specific loan provisions for each fund sponsor are described below:

A. If your fund sponsor are TIAA and CREF:

How much you can borrow from TIAA. Generally, the minimum loan amount is \$1,000, and the maximum loan amount is \$50,000. The maximum amount you can borrow may be less, however, depending on two factors: 1) the amount of your GRA GSRA accumulation, and 2) whether you've had any other loans from any of this Institution's plans within the last year.

If you haven't had a plan loan in the previous year, your maximum loan is the least of: 1) \$50,000; or 2) 45 percent of your combined TIAA and CREF GRA GSRA accumulation attributable to participation under this Plan; or 3) 90 percent of your CREF TIAA GRA GSRA Traditional Annuity accumulation attributable to participation under this Plan.

If you've had another loan from any plan of this Institution within the last year, the maximum you can borrow will be reduced by that amount. In addition, if you default on a loan the maximum loan amount will be reduced by the amount in default (plus interest) until TIAA is able to deduct the defaulted amount from your accumulation. Also, if more than one employer contributed to your Annuities, you can only take loans against the amount you accumulated under this Institution's Plan. You should check with your other employers for their rules on loans.

Securing your loan. You have to set aside an amount equal to 110 percent of your loan in your TIAA GSRA Traditional Annuity accumulation as security for your loan. The security will continue to earn guaranteed interest as well as dividends. You can't make a cash withdrawal or begin retirement income from the funds that serve as security for your loan. But as you repay your loan, the amount reserved as security decreases, and more of your accumulation becomes available to you for withdrawal and retirement income.

If you die before repaying your loan, the remaining loan balance will be repaid from the TIAA Traditional Annuity accumulation set aside as security. Your beneficiaries would receive the balance of your accumulation.

Determining the interest rate. The loan interest rate is variable and can increase or decrease every three months. The interest rate you pay initially will be the higher of 1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or 2) the interest rate credited before your annuity starting date, as stated in the applicable rate schedule, plus 1 percent. Thereafter, the rate may change quarterly, but only if the new rate differs from your current rate by at least _ percent.

Repayment. You have from one to five years to repay your loan. There's one exception: if you use the loan solely to purchase your primary residence, you can take up to ten years to repay. The term of the loan usually can't extend past the April 1st of the year after the year you attain age 70 _.

Your first payment will be due the first day of the third month after your loan is issued, and every three months thereafter. You can repay your loan early with no penalties. You can also make partial prepayments any time. If you do, whatever you prepay will be applied directly to the principal amount of your loan. (Regularly scheduled payments are applied first to interest, then to principal.) Any prepayments will reduce the amount of future repayments, not the number of payments.

TIAA offers a free automatic loan repayment service. Your bank will debit your checking account and send your repayment to TIAA on the date it's due. If you prefer to repay your loan directly, TIAA will send you a bill every three months, at least ten days before the payment is due.

Defaults. If TIAA doesn't receive your loan repayment by the last day of the month it's due, you will be in default. Currently, the amount in default will be the missed payment plus all interest accrued to date. However, the IRS may

determine that your entire loan balance will be considered in default if you miss one payment. If this happens, the entire balance will be reported as income if you miss a single payment.

To the extent permitted by federal tax law, TIAA will deduct the amount in default from the collateral held in the TIAA GSRA Traditional Annuity Retirement Loan Contract and apply it toward repaying the loan. It's very important to keep in mind, however, that the IRS requires TIAA to report the default amount as income you actually received. That means defaults are taxable as ordinary income in the year they occur. If you're under age 59 $\frac{1}{2}$, your default may also be subject to an additional 10 percent federal tax penalty. TIAA assumes no responsibility for the tax consequences resulting from loan defaults.

Tax law may prohibit TIAA from deducting the default amount from your accumulation until you reach age 59 $\frac{1}{2}$, terminate employment, become disabled, or die, whichever occurs first. In these cases, you'll be taxed on the default amount as if you received it as income in the year the default occurred. Interest continues to accrue on the total amount in default until TIAA is able to deduct the defaulted amount (plus accrued interest) from your accumulation to repay the loan.

To apply for a loan or for more information. To apply for a loan or to get answers to any questions you may have about loans, call TIAA-CREF's Telephone Counseling Center toll-free at 1 800 842-2776.

B. INSERT OTHER FUND SPONSOR INFORMATION

16. **May I roll over my accumulations?**

If you're entitled to receive a distribution from your contract which is an eligible "rollover distribution," you may roll over all or a portion of it either directly or within 60 days after receipt into another Section 403(b) retirement plan or into an IRA. An eligible rollover distribution, in general, is any cash distribution other than an annuity payment, a minimum distribution payment, a payment which is part of a fixed period payment over ten or more years; or distributions made on account of hardship. The distribution will be subject to a 20 percent federal withholding tax unless it's rolled over directly into another retirement plan or into an IRA, this process is called a "direct" rollover.

If you have the distribution paid to you, then 20 percent of the distribution must be withheld even if you intend to roll over the money into another retirement plan or into an IRA within 60 days. To avoid withholding, instruct the fund sponsor to directly roll over the money for you.

17. **What if I die before starting to receive benefits?**

A. If your fund sponsor are TIAA and CREF:

If you die before beginning retirement benefits, the full current value of your annuity accumulation is payable as a death benefit. You may choose one or more of the options listed in your annuity contracts for payment of the death benefit, or you may leave the choice to your beneficiary. The payment options include:

- Income for the lifetime of the beneficiary with payments ceasing at his or her death.
- Income for the lifetime of the beneficiary, with a minimum period of payments of either 10, 15, or 20 years, as selected.
- Income for a fixed period of not less than five nor more than 30 years for TIAA Traditional Annuity accumulations and not less than two nor more than 30 years for CREF accumulations five nor more than 30 years five nor more than 30 years if you have a GSRA and not less than two nor more than 30 years if you have an SRA, as elected, but not longer than the life expectancy of the beneficiary.
- A single sum payment.
- A minimum distribution option. This option pays the required federal minimum distribution each year.
- The accumulation may be left on deposit, for up to one year, for later payment under any of the options.

Federal tax law puts limitations on when and how beneficiaries receive their death benefits. TIAA-CREF will notify your beneficiary of the applicable requirements at the time he or she applies for benefits.

You should review your beneficiary designation periodically to make sure the person you want to receive the benefits is properly designated. You may change your beneficiary by completing the "Designation of Beneficiary" form available from TIAA-CREF. If you die without having named a beneficiary and you are married at the time of your death, your spouse will automatically receive half of your accumulation. Your estate will receive the other half. If you're not married, your estate receives the entire accumulation.

B. INSERT OTHER FUND SPONSOR INFORMATION

Part II: Information About The Fund Sponsors

18. What fund sponsors and funding vehicles are available under the Plan?

Contributions may be invested in one or more of the following fund sponsors and their funding vehicles that are currently available under this Plan:

A. Teachers Insurance and Annuity Association (TIAA):

TIAA Group Retirement Annuity (GRA)
TIAA Group Supplemental Retirement Annuity (GSRA)

Traditional Annuity
TIAA Retirement Loan Contract

B. College Retirement Equities Fund (CREF):

CREF Group Retirement Unit-Annuity (GRA)
CREF Group Supplemental Retirement Unit-Annuity (GSRA)

Stock Account
Money Market Account
Bond Market Account
Social Choice Account
Global Equities Account
Growth Account
Equity Index Account
Inflation-Linked Bond Account

Any additional Accounts offered by TIAA-CREF will automatically be made available to you under this plan.

C. INSERT OTHER FUND SPONSOR INFORMATION

The Institution's current selection of fund sponsors and funding vehicles isn't intended to limit future additions or deletions of fund sponsors and funding vehicles. You'll be notified of any additions or deletions.

19. How do the retirement contracts work?

A. If your fund sponsor are TIAA and CREF

TIAA Traditional Annuity: Contributions to the TIAA Traditional Annuity are used to purchase a contractual or guaranteed amount of future retirement benefits for you. Once purchased, the guaranteed benefit of principal plus interest cannot be decreased, but it can be increased by dividends. Once you begin receiving annuity income, your accumulation will provide an income consisting of the contractual, guaranteed amount plus dividends that are declared each year and which are not guaranteed for the future. Dividends may increase or decrease, but changes in dividends are usually gradual. For a recorded message of the current interest rate for contributions to the TIAA Traditional Annuity, call the Automated Telephone Service (ATS) at 1 800 842-2252. The ATS is available 24 hours a day, seven days a week.

CREF: You have the flexibility to accumulate retirement benefits in any of the CREF variable annuity accounts approved for use under the Plan, as indicated above. Each account has its own investment objective and portfolio of

securities. Contributions to a CREF account are used to buy accumulation units, or shares of participation in an underlying investment portfolio. The value of the Accumulation Units changes each business day. You may also choose to receive annuity income under any of the CREF accounts. There is no guaranteed baseline income or declared dividends when you receive annuity income from these accounts. Instead, your income is based on the value of the annuity units you own, a value that changes yearly, up or down. For more information on the CREF accounts, you should refer to the CREF prospectus.

For a recorded message of the latest accumulation unit values for the CREF Accounts , as well as the seven-day yield for the CREF Money Market Account, call the ATS at 1 800 842-2252. The recording is updated each business day.

B. INSERT OTHER FUND SPONSOR INFORMATION

20. **How do I allocate my contributions?**

A. If your fund sponsor are TIAA and CREF:

You may allocate contributions among the TIAA Traditional Annuity and the CREF Accounts in any whole-number proportion, including full allocation to any Account. You specify the percentage of contributions to be directed to the TIAA Traditional Annuity and/or the CREF Accounts on the "Enrollment for TIAA-CREF Group Retirement Annuity Certificates" "Enrollment Form for TIAA-CREF Group Supplemental Retirement Annuity Certificates" when you begin participation. You may change your allocation of future contributions after participation begins by writing to TIAA-CREF's home office at 730 Third Avenue, New York, New York 10017, by phone using TIAA-CREF's Automated Telephone Service (ATS) toll free at 1 800 842-2252, or via the Internet using TIAA-CREF's Account Access System at www.tiaa-cref.org. However, TIAA-CREF reserves the right to suspend or terminate participants' right to change allocations by phone or the Internet. When you receive your, you'll also be sent a Personal Identification Number (PIN). The PIN enables you to change your allocation by using the ATS or the Internet. For more information on allocations, ask for the TIAA-CREF booklet Building Your Portfolio.

B. INSERT OTHER FUND SPONSOR INFORMATION

21. **May I transfer my accumulations?**

A. If your fund sponsor are TIAA and CREF:

You may transfer your TIAA-CREF accumulations among the TIAA Traditional Annuity and the CREF Accounts. Partial transfers may be made as long as at least \$1,000 is transferred each time. There's no charge for transferring accumulations in the TIAA-CREF system, however, TIAA-CREF reserves the right to limit transfer frequency.

You may complete transfers within the TIAA-CREF system either by phone, the Internet, or in writing. CREF transfers, as well as premium allocation changes, will be effective as of the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) generally, on the day the instructions are received by TIAA-CREF, unless you choose the last day of the current month or any future month. Instructions received after the close of the New York Stock Exchange are effective as of the close of the Stock Exchange on the next business day. The toll-free number to reach the ATS is 1 800 842-2252. The Account Access System is accessible on the Internet at www.tiaa-cref.org.

B. INSERT OTHER FUND SPONSOR INFORMATION

22. **May I begin my retirement income at different times?**

A. If your fund sponsor are TIAA and CREF:

Yes. Once you decide to receive your benefits as income, you have the flexibility to begin income from the TIAA

Traditional Annuity and CREF accounts on different dates. You may begin income from each CREF account on more than one date provided you begin income from at least \$10,000 of accumulation in that account.

B. INSERT OTHER FUND SPONSOR INFORMATION

23. **May I receive my retirement accumulations under different income options?**

A. If your fund sponsor are TIAA and CREF:

Yes, under current administrative practice, you can elect to receive income from your TIAA and CREF annuities under more than one income option to meet your specific retirement needs. However, you must begin income from at least \$10,000 of accumulation under each option.

B. INSERT OTHER FUND SPONSOR INFORMATION

24. **What information do I regularly receive about my contracts?**

A. If your fund sponsor are TIAA and CREF:

Each year, you will receive an annual Annual Retirement Planner from TIAA-CREF that shows the total accumulation value at year-end for your contracts. This is the amount of death benefits your spouse or other beneficiary would have received on that date. It also includes an illustration of the annuity income you would receive at retirement under certain stated assumptions as to future premiums, your retirement age, the income option and payment method selected, TIAA Traditional Annuity dividends, and the investment experience of and the CREF accounts. These factors affect the amount of your retirement income.

TIAA-CREF also sends you a Quarterly Review. This report shows the accumulation totals, a summary of transactions made during the period, TIAA interest credited, and the number and value of TIAA and CREF account accumulation units. You also may receive Premium Adjustment Notices. These notices summarize any adjustments made to your annuities and are sent at the time the adjustments are processed.

And once a year, you'll receive the TIAA-CREF Annual Report. The Annual Report summarizes the year's activity, including details on TIAA and CREF investments, earnings, and investment performance.

B. INSERT OTHER FUND SPONSOR INFORMATION

Part III: Additional Information

25. **How is the Plan administered?**

Benefits under the plan are provided by annuity contracts and INSERT NAME(S) OF OTHER FUND SPONSOR(S) is name(s) of other fund sponsors. The Institution has been designated the Plan Administrator. The Plan Administrator is responsible for enrolling participants, forwarding Plan contributions for each participant to the fund sponsors selected, and performing other duties required for operating the Plan.

26. **May the terms of the Plan be changed?**

While it's expected that the Plan will continue indefinitely, the Institution reserves the right to modify or discontinue the Plan at any time. The Institution, by action of its Board, also may delegate any of its power and duties with respect to the Plan or its amendments to one or more officers or other employees of the Institution. Any such delegation shall be stated in writing. The Institution will exercise good faith, apply standards of uniform application, and refrain from arbitrary action.

27. **How do I get more information about the Plan?**

Requests for information about the Plan and its terms, conditions and interpretations including eligibility, participation, contributions, or other aspects of operating the Plan should be in writing and directed to:

Associated Students of San Diego State University Tax Deferred Annuity Plan
Aztec Center
San Diego State University
San Diego, CA 92182-7800

28. **Is the Plan insured by the Pension Benefit Guaranty Corporation (PBGC)?**

No. Since the Plan is a defined contribution plan, it isn't insured by the PBGC. The PBGC is the government agency that guarantees certain types of benefits under covered plans.

29. **Who is the agent for service of legal process?**

The agent for service of legal process is:

Associated Students of San Diego State University Tax Deferred Annuity Plan, Aztec Center, San Diego State University, San Diego, CA 92182-7800.