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School of the Art Institute of Chicago

SAIC School of the Art Institute of Chicago

Background Check

Your employment offer is contingent upon security clearance through a criminal background check. To perform this check, your authorization is required. If, however, you decline to give authorization, your employment offer will be rescinded. Having a criminal conviction does not necessarily disqualify you for the employment. Each situation is examined on a case-by-case basis. To complete the background check, the Art Institute/SAIC uses a computer-based system that connects with criminal databases. Your ARTICard I.D. badge can be issued after the background check and all other necessary paperwork and documents have been completed.

Employee Benefits and Discounts

As a faculty member of the School of the Art Institute of Chicago, the following Art Institute of Chicago employee benefits are available to you:

- Free admission to The Art Institute and its paid lectures for you and your immediate family.
- The Museum Shop – 25% discount
- The Museum Cafeteria – 10% discount
- For a full list of discounts and admissions benefits, please click here.

Notice of Workers' Compensation Preferred Provider Program (PPP)

This information is being provided as an explanation of your rights and responsibilities should you have a work-related injury.

Illinois law allows an employer to offer healthcare services to an employee with a workers' compensation injury through an approved Preferred Provider Program (PPP). The Illinois Department of Insurance requires the PPP network to meet standards for geographic accessibility, adequacy of medical providers, and other factors important to assure the adequacy of medical care to an injured employee. You may choose to be treated by a medical provider in the PPP network subject to the limitations described below. To access the list of medical providers, visit www.aig.com/intellirisk. Select "Find Nearby Medical Care" and then search by "Address" or "Name." Complete the necessary information and click "Continue."

After report of injury to us, you may in writing decline your participation in the PPP. Should you decline participation in the PPP, the law provides that your declination of participation constitutes one of the two choices of medical providers to which you are otherwise entitled to. You may also decline treatment from the PPP at any time throughout your treatment for this work-related injury. However, that declination will also constitute one of your two choices of medical providers, unless the Illinois Workers' Compensation Commission determines that the medical treatment provided to you by the PPP medical provider is inadequate. In addition, the law provides if, prior to report of an injury, you are provided non-emergency treatment from a medical provider not within the PPP, that treatment would constitute one of the two choices of a medical provider to which you are otherwise entitled to. Please be advised that our company may not be required to pay for medical treatment you receive from medical providers outside, or beyond your two choices of medical providers and subsequent referrals.

If you are injured on the job...IN CASE OF EMERGENCY SEEK IMMEDIATE MEDICAL ATTENTION AT THE NEAREST EMERGENCY FACILITY. Otherwise, immediately report your injury to your supervisor or manager.

If the PPP does not have a medical provider who can provide an approved medical treatment, a medical provider not in the PPP, may be used at our expense if you have complied with our PPP's pre-authorization requirements for use of the medical provider who is not a member of the PPP.

For questions related to PPP coverage, contact AIG Medical Management Services at 312-930-2195, or by email at ilppp@aig.com.

SP 0897N (Rev 11/13)

SAIC School of the Art Institute of Chicago

Campus Map

1. **280 Building**
   280 S. Columbus Dr.
2. **The Art Institute of Chicago**
   111 S. Michigan Ave.
3. **Lakeview Building**
   116 S. Michigan Ave.
4. **MacLean Center**
   112 S. Michigan Ave.
5. **Sharp Building**
   37 S. Wabash Ave.
6. **The LeRoy Neiman Center**
   37 S. Wabash Ave.
7. **Sullivan Center**
   36 S. Wabash Ave.
8. **SAIC Galleries**
   33 E. Washington St.
9. **33 Building**
   33 E. Washington St.
10. **Jones Hall**
    7 W. Madison Ave.
11. **162 Residences**
    162 N. State St.
12. **Gene Siskel Film Center**
    164 N. State St.
13. **The Buckingham**
    59 E. Van Buren St.

YOU DESERVE TO FEEL GOOD ABOUT YOUR FUTURE

We all need to slow down long enough to think about our future. How will you spend your retirement? Take that trip you've been postponing? Start a new career? It's up to you and it starts when you enroll in the Art Institute of Chicago Tax Deferred Savings Plan (TSP). You're eligible to participate now, so take advantage of this program and plan ahead for the kind of future you envision.

1. **You're always in control:** The choices you make about your contributions and investments are up to you and you can make changes at any time.
2. **Save automatically:** Your contributions are automatically deducted from your paycheck, so it's simple to set a little aside each pay period.
3. **Help lower your taxable income:** Every dollar you contribute before taxes reduces your taxable income. That's more money working for you.
4. **Invest your way:** Prefer to make investment elections yourself or would you appreciate having some guidance? How much investment risk are you willing to tolerate? No matter your preference, the Art Institute of Chicago Retirement Plans offer investment solutions to fit your style.
5. **Remember, your money is all yours:** Subject to Plan rules, the money you contribute and related earnings are yours to take with you, even if you change jobs.

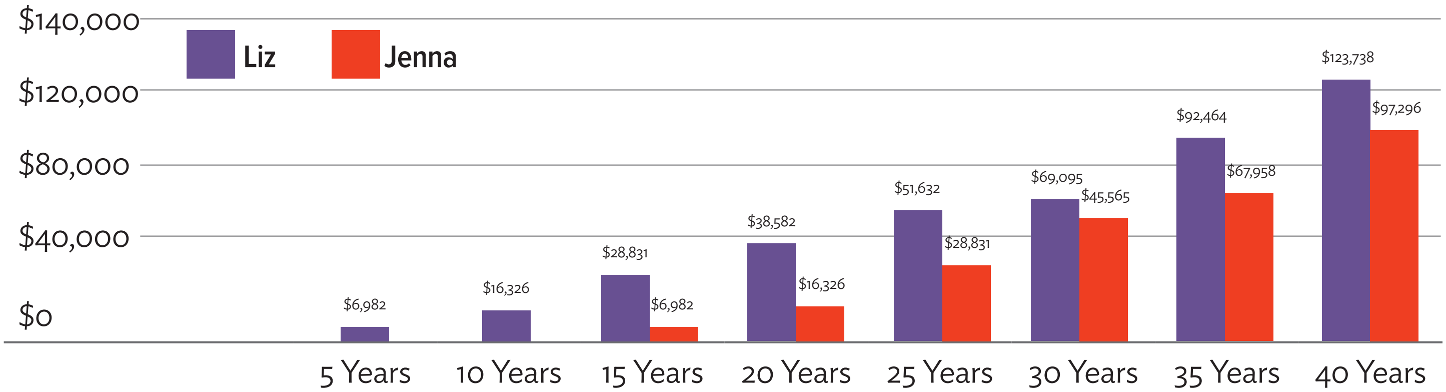
The earlier, the better

Investing over a longer period of time in a tax-favored account with compounding could work in your favor. That means any earnings go back into your account without being taxed currently and can generate their own earnings, improving growth opportunities. Someone who contributes for an extended period can come out ahead of someone who contributes more per month for a shorter period.

Liz and Jenna, both 25, started work for the same employer on the same day. Liz began making a monthly contribution of $100. Jenna chose to wait another 10 years before contributing to the plan. Liz stopped investing after 15 years, while Jenna continued to invest $100 a month until she retired at age 65.

Both contributed $100 a month, totaling $1,200 each year. Both earned a 6 percent rate of return on their investment. Liz invested for 15 years; Jenna invested for 30 years, yet Liz still came out ahead. (See chart.) That's the power of compounding. Remember, this is simply an example of how compounding interest could work for you. Your actual results may vary.

Compounding



Note: This hypothetical illustration is based on an annual effective rate of return of 6% and does not reflect the performance of any specific investment option. It does not take into account the payment of taxes and does not intend to predict investment results. The illustration does not include fees or expenses that an investment product could assess. If included, these fees would reduce the figures shown above. Systematic investing does not ensure a profit or guarantee against loss. You should consider your ability to invest consistently in up as well as down markets. Not intended to serve as financial advice or as a primary basis for your investment decisions. Taxes are generally due upon withdrawal.

Get started today!

Eligible employees can enroll online at **artic.voya.com**

or call 833-AIC-403B (833-242-4032)

Starting planning for your future today.

THE ART INSTITUTE OF CHICAGO
TAX-DEFERRED SAVINGS PROGRAM
SUMMARY PLAN DESCRIPTION

Effective January 1, 2019

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SECTION I
INTRODUCTION

The Art Institute of Chicago Tax-Deferred Savings Program (the "Plan") is maintained by The Art Institute of Chicago (the "Art Institute") for the benefit of Eligible Employees who are not participating in another retirement plan sponsored by the Art Institute.

The purpose of the Plan is to provide Eligible Employees the opportunity to save for retirement by making contributions pursuant to salary deferral agreements ("Employee Contributions"). All Employee Contributions, and any investment earnings are tax-deferred. In other words, Employee Contributions and investment earnings are not taxable until paid by the Plan to you.

The Plan is a 403(b) plan and plan assets are held in custodial accounts established by the Plan's Custodian that is intended to satisfy the requirements of Section 403(b)(7) of the Internal Revenue Code or in annuity contracts issued by the Contract Issuer that are intended to satisfy the requirements of Section 403(b)(1) of the Internal Revenue Code. Plan Contributions are invested as directed by Plan participants.

This summary plan description summarizes the key terms and features of the Plan effective as of January 1, 2019. The summary plan description is not intended as a substitute for the Plan document. If there is any ambiguity or inconsistency between the summary plan description and the legal plan document, the terms of the plan document will govern.

This summary is for informational purposes and is not intended as an offer of employment or to establish the terms and conditions of employment in any way.

If you have any questions about the Plan, please contact Human Resources – Benefits at benefits@artic.edu or 312-629-3371.

SECTION II
ELIGIBILITY AND PARTICIPATION

Eligible Employees

You are eligible to participate in the Plan (an "Eligible Employee") if you are an employee of the Art Institute and you are not eligible to participate in the Art Institute of Chicago Defined Contribution Retirement Plan, the Art Institute of Chicago Retirement Savings Plan, or any other retirement plan offered by the Art Institute under Section 403(b) of the Internal Revenue Code.

Participation Commencement Dates

If you are an Eligible Employee, you may enroll in the Plan at any time by electing to make salary deferral contributions to the Plan as described below.

Participation during a Leave of Absence

During a paid leave of absence, Plan Contributions will continue to be made based on your compensation paid during your leave of absence, as long as you continue to meet the Plan's eligibility requirements during the leave of absence. No contributions will be made during an unpaid leave of absence, but when you return from the leave of absence your Salary Deferral Election will be reinstated unless you affirmatively change your election as described in the *Opt Out and Salary Deferral Elections* section. Note that if your unpaid leave of absence is a Military Leave, then to the extent required by law, you will be permitted to make up your Employee Contributions that you could have made to the Plan but for your Military Leave upon your timely return to employment with the Art Institute.

Termination of Participation

You will continue to participate in the Plan until you (1) elect to terminate your Salary Deferral Election, (2) cease to be an Eligible Employee, or (3) the Plan is terminated.

Termination of Employment and Participation upon Rehire

If you terminate employment and you were participating in the Plan as of your termination date, you will be eligible to recommence active participation in the Plan immediately as of your rehire date; provided, that you are rehired in an Eligible Employee classification.

SECTION III
PLAN CONTRIBUTIONS

Employee Contribution Election

If you are an Eligible Employee, you may begin participating in the Plan by entering into an agreement with the Art Institute and electing a salary reduction percentage (a "Salary Deferral Election"). Your Plan Salary will be reduced by your elected percentage each pay period on a before-tax basis and contributed to a "TSP Account" maintained on your behalf by Voya Institutional Plan Services, LLC ("Voya"), the Plan's recordkeeper, until you change or revoke your Salary Deferral Election. See below for the definition of Plan Salary and Section IV for more information about Voya.

You may also elect an investment fund or funds for future contributions when you make a Salary Deferral Election (or transfer your prior contributions among the various investment funds). If you do not select an investment fund(s) for your contributions, your Employee Contributions will be automatically invested in a Vanguard Target Date Fund, based on the year you will turn age 65. The Vanguard Target Date Funds are currently managed to target the retirement years of 2015 through 2065 in five-year increments. To make or change a Salary Deferral Election, or to change investment funds, you must contact Voya by visiting artic.voya.com or by calling Voya at 833-AIC-403B (833-242-4032).

Employee Contribution Limits

For each calendar year, your Employee Contributions are subject to a maximum dollar limit set by the IRS. The limit is increased from time to time for cost-of-living adjustments. The maximum dollar limit is applied on an aggregate basis. That is, your Employee Contributions made to this Plan and your before-tax contributions made to any other Art Institute retirement plan prior to or after participating in this Plan, as well as any elective "before-tax" contributions that you make to any other qualified employer plan or 403(b) tax-sheltered annuity during the same calendar year count toward the maximum dollar limit.

2019 Employee Contribution Limits	
Annual Dollar Limit	All participants can contribute from 1% of Plan Salary to 100% of Plan Salary, net of normal payroll deductions, up to the annual dollar limit of $19,000.
Age 50+ Catch-Up	If you are age 50 or will attain age 50 by the end of the calendar year, you may contribute up to $6,000 in addition to the annual dollar limit described above.

Excess Employee Contributions

You must report any excess Employee Contributions to Human Resources - Benefits by March 1 following the year in which your Employee Contributions exceed the maximum dollar limit.

You will be deemed to have notified Human Resources - Benefits if your Employee Contributions made to this Plan and your before-tax contributions to any other Art Institute retirement plan exceed the maximum dollar limit described above. However, you are responsible for notifying Human Resources - Benefits if you have excess before-tax contributions as a result of contributions made to a plan not maintained by the Art Institute.

Excess contributions reported by March 1 will be distributed to you by April 15 and you will receive a Form 1099-R in the following tax year reporting that a taxable excess contribution was distributed to you from the Plan in the prior year. If you do not report excess Employee Contributions to the Art Institute by March 1, excess contributions that remain in the Plan are taxed twice: Once for the tax year in which you make the excess Employee Contributions, and later when the excess Employee Contributions are withdrawn or distributed from the Plan. To the extent that you have excess before-tax contributions as a result of contributions made to a plan not maintained by the Art Institute, the Art Institute is not liable for any tax obligation that you may have as the result of excess contributions to this Plan, any other Art Institute retirement plan, or any other applicable retirement plan.

Opt Out and Salary Deferral Elections

To change or terminate your Employee Contributions, you must contact Voya by visiting artic.voya.com or by calling Voya at 833-AIC-403B (833-242-4032).

Changing or Terminating a Salary Deferral Election – Your Salary Deferral Election will remain in effect until you change it or until you cease to be an Eligible Employee. You may, at any time, change or terminate a previous Salary Deferral Election. Your Salary Deferral Election will become effective as of the next pay period or as soon as administratively feasible thereafter.

Making a Salary Deferral Election – If you terminate your Salary Deferral Election, you can recommence your Employee Contributions at any time, provided you are an Eligible Employee. Your Salary Deferral Election will become effective as of the next pay period or as soon as administratively feasible thereafter.

Automatic Termination and Reinstatement of a Salary Deferral Election – Your Employee Contributions to the Plan will automatically terminate if you cease to be an Eligible Employee or if you reach your maximum dollar limit (based on Employee Contributions to this Plan and your before-tax contributions to any other Art Institute retirement plan). Your Employee Contributions will automatically restart the first pay period in January at the contribution rate in effect before you reached the maximum dollar limit in the previous year.

Plan Salary

Plan Salary includes compensation paid to you by the Art Institute for services rendered in the course of your employment with the Art Institute, including amounts that would be included in your gross income for tax purposes but for your election to make pre-tax contributions to the Plan or another retirement plan, or to make pre-tax premium payments for medical or other benefit coverage, or to make pre-tax contributions to a qualified transportation fringe benefit plan. Plan Salary does not include certain types of payments, even if those amounts are includible in your gross income: reimbursements and other expense allowances, fringe benefits (cash and non-cash), moving expenses, contributions to and distributions from deferred compensation plans, and benefits received under a welfare benefit plan.

Rollover Contributions

Subject to the rules established by Voya, you may roll over all or a portion of an "eligible rollover distribution" from another retirement plan to your TSP Account at Voya. In most cases, Voya will accept an eligible rollover distribution from an individual retirement account or annuity (IRA) described in Section 408(a) or 408(b) of the Internal Revenue Code, a qualified plan described in Section 401(a) or 403(a) of the Internal Revenue Code, a tax-deferred annuity contract described in Section 403(b) of the Internal Revenue Code, or an eligible plan described in Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. An eligible rollover distribution, in general, is any cash distribution other than a hardship withdrawal, an annuity payment, a required minimum distribution payment, or a payment that is part of a fixed periodic payment over ten or more years.

Rollovers to this Plan are subject to the terms of the Plan, including its distribution provisions, which may be more restrictive than the provisions of the IRA or eligible employer plan from which assets are being rolled over. For further information regarding rollovers to your TSP Account, call Voya at 833-AIC-403B (833-242-4032) or visit artic.voya.com.

Investment of Employee Contributions and Rollover Contributions

You select the investment funds in which you want your Employee Contributions and Rollover Contributions invested from among the investment funds offered under the Plan. For important information regarding the investment funds available under the Plan, see Section IV.

Vesting of Employee Contributions and Rollover Contributions

You are always fully and immediately vested in your Employee Contributions and Rollover Contributions and the earnings on those contributions.

Employer Contributions

The Art Institute does not make employer contributions to the Plan.

Overall Limit on Plan Contributions

For each calendar year, the total amount of contributions made on your behalf to the Plan or to any other Art Institute account balance retirement plan cannot exceed the limit imposed by Section 415 of the Internal Revenue Code. The limit applies to all contributions made to your TSP Account for the year, except for Rollover Contributions. The overall contribution limit is the lesser of $56,000 for 2019 or 100% of your taxable wages for the calendar year. You will be notified if your contributions exceed the overall limit on contributions.

SECTION IV
INVESTING YOUR PLAN CONTRIBUTIONS

Please note: The Plan is intended to constitute a plan described in Section 404(c) of ERISA. Under this ERISA provision, you are responsible for any investment gains or losses that result from your investment decisions because you are permitted to choose your own investments. This means that the Plan fiduciaries, including the Art Institute, are not liable if the value of your Account declines because of investment losses or fails to increase because of lack of gains based on your investment decisions. Accordingly, it is important that you review all available materials to ensure that your investment decisions meet your personal investment objectives. You also may want to consult your investment or financial advisor to assist you in making your investment decisions.

Plan Recordkeeper

Voya is the Plan's recordkeeper for Plan Contributions made on or after January 1, 2019. Those contributions are made to custodial accounts for which Voya is the custodian. To change your investment allocation for future contributions or to transfer amounts held in your TSP Account at Voya among the various investment funds offered by the Plan, you must contact Voya.

If you participated in the Plan prior to January 1, 2019 and chose to purchase annuity contracts with your Employee Contributions, the recordkeeper for amounts invested in an annuity contract is the Contract Issuer. Contact information for the Contract Issuers is found in Section XI.

To contact Voya:

You can contact Voya by calling 833-AIC-403B (833-242-4032) or by visiting artic.voya.com.

Investment Funds

You must allocate your Plan Contributions, i.e., your Employee Contributions and, if applicable, your Rollover Contributions, among the various open investment funds offered by the Plan.

Your enrollment materials will include disclosures related to the available investment funds, which will provide information about investment fund fees and expenses, each investment fund's investment objectives and risk and return characteristics, and other information that you may use to make informed decisions about how to invest your Plan Contributions. It is important that you carefully choose your investment funds because the benefits payable from the Plan depend on the performance of the investment funds you choose over the years. If you do not receive this information with your enrollment materials, you should contact Human Resources – Benefits immediately. Additional copies of the investment fund disclosures can be obtained by contacting Voya.

The Art Institute has the right, upon reasonable notice to participants, to add, remove, or close any investment fund offered by the Plan.

Allocating Your Plan Contributions among Investment Funds

You may allocate your Plan Contributions among any of the investment funds offered by the Plan. You may change your allocation of future contributions at any time by visiting artic.voya.com or by calling Voya at 833-AIC-403B (833-242-4032).

Default Investment Fund:

If you fail to complete an investment election, your Plan Contributions will be automatically invested in a Vanguard Target Date Fund based on your age. You can obtain information about the Vanguard Target Date Funds by visiting artic.voya.com or by calling Voya at 833-AIC-403B (833-242-4032).

If you have a TSP Account invested in one or more annuity contracts, the above information as well as general descriptions, risk and return characteristics, types and diversification of the fund assets, investment objectives and, if applicable, designated investment managers, may be obtained from the Contract Issuer.

Monitoring Your Investment Funds

It is important that you regularly review your investment funds to ensure that they continue to meet your personal investment objectives.

For your **TSP Account at Voya**, you can monitor your investment funds by visiting artic.voya.com or by calling Voya at 833-AIC-403B (833-242-4032). You can access information such as the share values, as updated each business day, for each investment fund. You also can monitor your investment funds by reviewing your quarterly Plan statement that is sent by Voya and shows for the calendar quarter, your Plan Contributions, a summary of transactions, and the value of your investment funds.

For your TSP Account invested in annuity contracts, you should contact the applicable Contract Issuer for information on how to monitor your investment funds.

Transferring Amounts among the Investment Funds

For your **TSP Account at Voya**:

You may transfer amounts held in your TSP Account at Voya among the various investment funds at any time by visiting artic.voya.com or by calling Voya at 833-AIC-403B (833-242-

4032). Transfer requests received before 4:00 p.m. Eastern Time will be processed the same day. Confirmation of your transfer will be sent to you within five business days.

NOTE: Some investment funds may impose trading restrictions and/or redemption fees as a result of frequent trading activity. If a prospectus is issued for any investment fund in which you invest, please read it carefully to determine if the fund imposes any trading restrictions or redemption fees.

For your TSP Account invested in annuity contracts, you should contact the applicable Contract Issuer for information on how to transfer amounts among the available investment funds.

Investing Your TSP Account after Termination of Employment

Once you terminate employment or if you are no longer eligible to actively participate in the Plan, your Plan Contributions and any investment earnings will remain in your TSP Account until you start receiving benefit payments as explained in Section VI. Therefore, it is important that you continue to regularly monitor and review your TSP Account. Your TSP Account will continue to participate in the market experience of the investment funds in which it is invested. Keep in mind that you will continue to have flexibility to make transfers among the investment funds offered for your TSP Account at Voya. You also will continue to have flexibility to make transfers among the investment funds offered for your TSP Account invested in annuity contracts.

SECTION V
PARTICIPANT LOANS

An active participant with a TSP Account at Voya who is not contributing to another retirement plan sponsored by the Art Institute may apply for a loan for any reason by completing a loan application. If you have any questions about the Plan's loan program or wish to initiate a loan, contact Voya by calling 833-AIC-403B (833-242-4032) or by visiting artic.voya.com. Your loan will be processed by Voya. If your loan application is denied, Voya will send you a notice with an explanation as to the reason for the denial.

Loan Terms

Minimum Loan Amount – You may not borrow less than $1,000.

Maximum Loan Amount – The maximum amount you may borrow is determined by the balance of your TSP Account at Voya. You may borrow up to the lesser of $50,000 or 50% of the balance of your TSP Account at Voya. The $50,000 dollar limit is reduced by your highest outstanding balance of loans (including any defaulted loan and any defaulted loan that is a deemed distribution that is not repaid in full (see below)) under the Plan or any other Art Institute retirement plan during the 12-month period preceding the loan date. For example, if you apply for a loan of $50,000 at the time the balance of your TSP Account at Voya is $120,000 and within the last 12 months you had an outstanding loan with a highest outstanding loan balance of $12,000, you will only be allowed to borrow up to $38,000. The loan amount will be charged against your TSP Account at Voya proportionately from all investment funds.

Set-Up Charge – You must pay a loan set-up charge of $100 per loan. This charge will be deducted from your TSP Account at Voya when your loan request is processed.

Number of Loans Permitted – You may only have one (1) loan outstanding at any time from this Plan and any other plan sponsored by the Art Institute. A defaulted loan and any defaulted loan that is a deemed distribution that is not repaid in full (see below) under the Plan or any other Art Institute retirement plan shall be considered an outstanding loan.

Maturity Date – For general purpose loans, you must repay your loan within five years. For principal residence loans, you must repay your loan within fifteen years. The maturity date of your loan may not be extended unless certain rules apply because you are or were on an authorized Military Leave.

Interest Rate – The interest rate is based on the Prime Rate as determined on the first day of the month in which your loan is approved, plus 1%.

Loan Repayments

Your loan repayments will be deducted from your payroll check (after taxes have been deducted). The frequency of your loan repayments is based on your pay frequency. Each loan repayment will be equal to the interest payable on the portion of the loan that is still outstanding (known as the loan principal) and an installment of the loan principal. Your loan repayments will be deposited to your TSP Account at Voya and allocated among the investment funds according to your current investment elections. You are permitted to prepay your loan in full at any time.

Suspension of Loan Payments

Leave of Absence – If you go out on an authorized (non-Military) leave of absence and you continue to receive your regular pay during the leave of absence, your loan repayments will continue to be deducted from your pay.

If you go out on an authorized (non-Military) leave of absence that is unpaid, your loan repayments that would otherwise be due during your leave automatically will be suspended for your leave of absence, for up to one (1) year or until your original loan payoff date, whichever occurs first ("maximum suspension period"). If you prefer, you may continue your loan repayments during your leave via automated direct debit from your personal bank account which you can arrange online at artic.voya.com.

When you return to work following an authorized (non-Military) leave of absence that is unpaid or, if earlier, when you reach the maximum suspension period, your loan will be reamortized over the remaining term of your loan. The suspension will not cause the loan to be treated as a taxable distribution as long as (1) you resume making your loan repayments in substantially level payments (note that these repayments may not be less than the original loan repayment amounts) upon your return to work or at the end of the maximum suspension period, whichever occurs earlier; (2) you make such repayments at a frequency which is not less than the frequency required under the terms of the loan; and (3) the loan is fully repaid by the latest loan maturity date permitted under the Internal Revenue Code (i.e., 5 years from the date of the loan).

Military Leave – If you go out on a Military Leave, your loan repayments, which would otherwise be due during your Military Leave, will be suspended and the loan maturity date will be extended by the length of your Military Leave. Your loan will be reamortized to the extended maturity date at the end of your Military Leave. The suspension will not cause the loan to be treated as a taxable distribution as long as (1) you resume making your loan repayments in substantially level payments (note that these repayments may not be less than the original loan repayment amounts) when your Military Leave ends; (2) you make such repayments at a frequency which is not less than the frequency required under the terms of the loan; and (3) the loan is fully repaid (including interest that accrues during the military service leave) by the loan maturity date which is your original loan maturity date as extended by the length of your Military Leave.

In accordance with the Servicemembers Civil Relief Act (the "SCRA"), the interest rate on a loan taken by you prior to a Military Leave cannot exceed 6% during the period that you are on Military Leave, provided you submit a written notice of your call to military service and a copy of your military orders and any order extending your military service to Voya within 180 days after you are released from military service. In accordance with the SCRA, you have the right to waive a reduction in loan interest during your Military Leave by providing a written waiver. The waiver may be submitted at any time during or after your Military Leave and must be agreed to by Voya. Please contact Voya for additional information on this option.

Repaying Your Loan When You Leave the Art Institute

If you terminate employment with the Art Institute, you may continue to make loan payments by authorizing Voya to deduct a fixed payment from your bank account. If you take a distribution before repaying your loan, the loan balance will be included in the taxable amount of your distribution. You may also roll over your loan to another qualified plan, governmental 457(b) plan, or 403(b) account that accepts loan rollovers.

Defaulting on a Loan

Your loan will be considered in default if:

- You do not make a loan repayment by the end of the calendar quarter following the calendar quarter in which the repayment was due. The foregoing applies even if you do not make a loan repayment when due because you are on an authorized (non-Military) leave of absence that is paid at a rate that is insufficient to cover your loan repayment. Note: If you do not make loan repayments during an authorized Military Leave or during an authorized unpaid (non-Military) leave of absence (or, if shorter, the maximum suspension period), your loan will not be in default during the suspension period;

- You do not resume loan repayments when your authorized leave of absence ends (non-Military or Military). If you return to work from an authorized non-Military leave of absence that is unpaid or from an authorized Military leave of absence, in each case before your loan payoff date, Voya will reamortize your loan balance over the remaining loan term. In that case, your first loan repayment following your return from leave will be due with the first biweekly or semimonthly payroll following your return to work (depending on your pay cycle). If you miss one or more loan repayments after your leave of absence ends, but you repay any missed loan payments by the end of the calendar quarter following the calendar quarter in which your repayments were to recommence, your loan will not be considered to be in default;

- There is still an outstanding balance at your loan's maturity date. This is the case even if you are on an approved non-Military leave of absence and there is an outstanding balance at your loan maturity date. In that case, your loan must be brought current immediately to avoid default;

- You do not resume your loan repayments when you reach the maximum suspension period by reason of the expiration date of the one (1) year suspension period (rather than by reaching the loan maturity date). In that case, your loan will be considered to be in default beginning on the last day of the calendar quarter following the calendar quarter in which you reached the maximum suspension period;

- You terminate employment with the Art Institute and do not set up automated loan repayments by the end of the calendar quarter following the calendar quarter in which the termination occurs; or

- You die.

If you default on your loan and you are still actively employed, your loan will be considered a "deemed distribution." If your loan is considered a deemed distribution, you will have to pay income taxes on the amount that is deemed distributed. In addition, if you are under age 59½ when the loan is deemed distributed, an additional 10% penalty tax may apply. Note that if your loan is treated as a deemed distribution, it is still considered an outstanding loan and will continue to accrue interest for purposes of calculating the maximum amount you may borrow in the future. You may repay a deemed distribution by money order, certified check or bank check.

SECTION VI
PAYMENT OF PLAN BENEFITS

While You Are Employed by the Art Institute

As a general rule, you cannot withdraw money from the Plan while employed by the Art Institute. However, if you have made Rollover Contributions to your TSP Account, you can withdraw such amounts at any time. You may withdraw Employee Contributions if you are ordered or called to active military duty for a period in excess of 179 days or for an indefinite period, and you may withdraw Employee Contributions once you have reached age 59½. You also may withdraw Employee Contributions if you are eligible for a hardship withdrawal as described below.

Hardship Withdrawals

You may request a hardship withdrawal of your Employee Contributions (excluding earnings credited after December 31, 1988) from your TSP Account at Voya, as long as you are not currently contributing to any other retirement plan sponsored by the Art Institute.

Hardship withdrawals are administered in accordance with the "safe harbor" rules set forth in Treasury Regulations. A hardship withdrawal will be approved only on account of an "immediate and heavy financial need" arising from:

- Unreimbursed medical expenses for you, your spouse, a dependent, or a properly designated primary beneficiary of your TSP Account;
- Purchase of your principal residence (vacation homes are excluded), excluding mortgage payments;
- Post-secondary education (e.g., college), tuition and related educational fees and room and board expenses for up to the next 12 months for you, your spouse, your child, a properly designated primary beneficiary of your TSP Account or your dependent;
- Amounts necessary to prevent foreclosure or eviction from your principal residence (e.g., unpaid rent or mortgage payments);
- Unreimbursed burial or funeral expenses for your deceased parent, spouse, child, a properly designated primary beneficiary of your TSP Account or your dependent;
- Unreimbursed expenses for the repair of damage to your principal residence that qualifies for the casualty loss deduction under Section 165 of the Internal Revenue Code (without regard to whether the loss exceeds 10% of adjusted gross income and without regard to Section 165(h)(5) of the Internal Revenue Code);

- Payment of expenses or losses incurred by you on account of a disaster declared by the Federal Emergency Management Agency ("FEMA") under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, if your personal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or

- Such other expenses that the IRS may later define as qualifying for a hardship withdrawal.

The amount of the hardship withdrawal cannot exceed the exact amount needed to cover your financial need, plus any income taxes or penalties reasonably anticipated to result from the hardship withdrawal. In addition, in order to receive approval for a hardship withdrawal, you must first obtain all other permitted distributions (other than hardship distributions or Plan loans) from the Plan and any other plan maintained by the Art Institute.

You can apply for a hardship withdrawal by calling Voya at 833-AIC-403B (833-242-4032) and requesting a hardship withdrawal form or by visiting artic.voya.com. Voya will process your withdrawal request within five business days (or as soon as administratively possible) after your request is approved by them.

After You Leave the Art Institute

Upon termination of employment, you are entitled to receive your TSP Account held on your behalf under the Plan. The value of your TSP Account will depend on the amount of contributions made on your behalf each year and the investment performance under the investment funds you selected. You can start receiving benefit payments from the Plan at any time following the date you terminate employment with the Art Institute. Benefit payments are subject to federal income tax when you receive them. See *Tax Information* below.

Starting your Benefit Payments

To start benefit payments from the Plan, you must complete distribution election forms. If you have a TSP Account at Voya and a TSP Account invested in annuity contracts, you have the flexibility to start payments from each account on different dates. To commence payments from your TSP Account at Voya, you must contact Voya by calling 833-AIC-403B (833-242-4032) or visiting artic.voya.com. To commence payments from your TSP Account invested in annuity contracts, you must contact the applicable Contract Issuer, who will provide you with a distribution packet that will include detailed information about available payment options, direct rollovers, and taxation.

Benefit Payments – TSP Accounts at Voya

The normal form of payment for your TSP Account at Voya is a lump sum. You also may elect to have your TSP Account at Voya paid in installment payments or similar forms of payment as permitted under the terms of your custodial account agreement. However, your TSP Account at Voya may not be paid in the form of an annuity.

Benefit Payments – TSP Annuity Contracts

For any portion of your TSP Account that is held in the form of an annuity contract, if you are married on the date you start benefit payments, the balance of that portion will be paid in the form of a Qualified Joint and Survivor Annuity unless you and your spouse waive the Qualified Joint and Survivor Annuity and you elect an optional form of payment with your spouse's consent. Under a Qualified Joint and Survivor Annuity, monthly payments are made for your lifetime and, at your death, your surviving spouse receives monthly payments equal to 50% of your monthly benefit. After your surviving spouse dies, all payments stop.

If you are not married on the date you start benefit payments, the balance of your TSP Account that is held in the form of an annuity contract will be paid in the form of a Single Life Annuity unless you waive the Single Life Annuity by electing an optional form of payment. Under a Single Life Annuity, monthly payments are made for your lifetime, and at your death, all payments stop.

Optional Forms of Payment – All optional forms of payment for your TSP Account annuity contracts are governed by the terms of the annuity contracts. These options may include:

- Life annuities or an annuity purchase option (see Appendix A for a more detailed description of the annuity forms of payment),

- Installment payments (including a minimum distribution option that automatically pays the amount required by federal tax law upon the later of age 70½ or termination of employment), and

- Lump sum distributions.

You will need to contact the applicable Contract Issuer for specific information about optional forms of payment under your annuity contract(s) and any distribution restrictions that may apply.

Amount of Monthly Annuity Payments – For any portion of your TSP Account that is paid in the form of a life annuity, the amount of your monthly payments will depend on a number of factors – the amount of your TSP Account subject to the payment option, the form of payment elected, your age, and if applicable, your co-annuitant's age at the time benefit payments commence. For example, if you elect an annuity option, your monthly benefit payments will be greater under the Single Life Annuity Option versus a Survivor Annuity Option. This is because your monthly benefit payments under a Survivor Annuity Option are reduced to take into account the fact that payments continue to your spouse or other beneficiary after your death. Also keep in mind that federal tax laws may affect the amount of your monthly payment amount. For example, federal tax laws may limit the length of a guaranteed period or the amount of a survivor annuity.

The rules used to determine the monthly payment amounts under the different annuity payment options are somewhat complex. You should contact the Contract Issuer for further details.

Electing an Optional Form of Payment – For any portion of your TSP Account that is held in an annuity contract, the election of an optional form of payment must be made during the 180-

day period before your payments begin. If you are married when benefit payments begin and you wish to elect an optional payment form or a co-annuitant other than your spouse, your spouse must consent within the same 180-day period. Your election and your spouse's consent may be revoked during the same 180-day period but cannot be revoked after payments begin.

Your spouse's consent must be in writing and witnessed by a Plan representative or notary public and must contain your spouse's acknowledgment as to the effect of the consent and that it is irrevocable. Your spouse must either consent to a specific form of payment or expressly permit you to choose an optional form of payment without your spouse's consent. Spousal consent is not required if you can establish to the Art Institute's satisfaction that you have no spouse or that your spouse cannot be located. Unless a Qualified Domestic Relations Order (QDRO), as defined in Section 414(p) of the Internal Revenue Code, requires otherwise, your spouse's consent is not required if you are legally separated or if you have been abandoned (within the meaning of local law) and you have a court order to such effect.

Direct Rollovers

If you receive a benefit payment 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 (1) an individual retirement account described in Sections 408(a) or 408A of the Internal Revenue Code, (2) an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, (3) an annuity contract described in Section 403(b) of the Internal Revenue Code that accepts eligible rollover distributions, (4) a qualified retirement plan or an annuity plan described in Section 401(a) or 403(a) of the Internal Revenue Code, respectively, that accepts eligible rollover distributions, and (5) an eligible plan described in Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that accepts eligible rollover distributions and agrees to separately account for amounts transferred into such plan from this Plan. An eligible rollover distribution, in general, is any cash distribution other than an annuity payment, a minimum distribution payment, or a payment that is part of a fixed period payment over ten or more years.

An eligible rollover distribution is subject to a mandatory federal income tax withholding rate of 20% *unless* it is rolled over directly to an IRA or other eligible retirement plan; this process is called a "direct rollover." If you have an eligible rollover distribution paid to you, then 20% of the distribution must be withheld even if you intend to roll over the money into an IRA or other eligible retirement plan. To avoid withholding, instruct Voya or the Contract Issuer to directly roll over the money for you.

Required Payment of Benefits

Generally, benefits must be paid or must commence no later than April 1 of the calendar year following the year in which you attain age 70½, or if later, April 1 following the calendar year in which you terminate employment from the Art Institute. The payment of benefits by your required beginning date is extremely important. Federal tax law imposes a 50% 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. The above rule does not apply to amounts accumulated prior to January 1, 1987 if such amounts are accounted for separately. For further information regarding the special rules that apply to amounts accumulated prior to January 1, 1987, contact Voya or, if you have a TSP Account invested in an annuity contract, contact the Contract Issuer. You should keep Human Resources – Benefits, Voya, and the Contract Issuer informed of your current mailing address. Neither the Art Institute, Voya, nor the Contract Issuer is responsible for locating you at the time payment is required to be made.

Qualified Domestic Relations Orders

The Plan will comply with the terms of a property settlement (commonly referred to as a "Qualified Domestic Relations Order" or "QDRO") to the extent the settlement is consistent with the terms and conditions of the Plan and your TSP Account. A QDRO establishes the right of another person to your benefits under the Plan and may preempt the usual requirements that your spouse be considered your primary beneficiary for a portion of the accumulation. Voya will determine if the decree or order issued by the court meets the requirements of a QDRO. If you have a TSP Account invested in an annuity contract, the Contract Issuer will determine if the decree or order issued by the court meets the requirements of a QDRO for amounts awarded from that portion of your TSP Account. Participants and beneficiaries can obtain a description of the procedures for QDRO determinations at no charge from Voya and the applicable Contract Issuer, and should do so before having their legal counsel draft any domestic relations order.

Tax Information

Benefit payments are subject to federal income tax when you receive them. Some of the rules that affect the taxation of your benefit payments are as follows:

- **Lump Sum Distributions** – The taxable portion of a lump sum distribution is subject to a mandatory federal income tax withholding rate of 20% to the extent you do not elect a direct rollover to another tax-deferred retirement vehicle such as an individual retirement account or other eligible retirement plan. See above for further information regarding direct rollovers. If you roll over all or a part of your lump sum distribution within 60 days, that portion will not be subject to federal income tax in the year of distribution and will continue to be tax-deferred. Portions that are not timely rolled over are treated as taxable income in the year of distribution and you may be required to pay income taxes in addition to the 20% withheld when you file your tax return for that year. You also may be required to pay an additional 10% tax penalty if your distribution is an early withdrawal as described below.

- **Annuity Income Payments** – Annuity payments are not subject to the mandatory 20% federal income tax withholding. You may elect that withholding not apply to your payments but if you do nothing, a federal income tax withholding rate of 10% will apply. You may not roll over annuity payments, i.e., amounts paid over your lifetime, to another tax-deferred retirement vehicle such as an individual retirement account or eligible retirement plan. The election to waive withholding is included with the distribution election form that must be completed when you start benefit payments.

- **Periodic Payments** – Periodic payments may or may not be subject to the mandatory 20% federal income tax withholding. If your periodic payments are scheduled to last for a period of less than 10 years, the payments are treated as lump sum distributions and are subject to tax withholding as described above. If your periodic payments are scheduled to last for a period of 10 years or more, the payments are treated like annuity payments and are subject to tax withholding as described above.

- **Early Distribution Penalty** – If you receive benefit payments prior to age 59½, the portion you do not roll over to another tax-deferred retirement vehicle is subject to an additional 10% excise tax unless the distribution is made because:

    - You terminate employment from the Art Institute at age 55 or older.
    - You die or become disabled.
    - You have elected to receive benefit payments as part of a series of substantially equal periodic payments (not less frequently than annually) for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your beneficiary.
    - The distribution is received pursuant to a qualified domestic relations order.

This tax information is not intended to give specific tax advice to you (or your beneficiaries). A more detailed summary, <u>Special IRS Tax Notice Regarding Plan Payments</u>, contains more information and is available from Voya or the applicable Contract Issuer. Tax laws are complicated and change often. They also affect different individuals in different ways. A professional tax advisor is your best source of information about the tax laws applicable to your distributions from the Plan.

SECTION VII
DEATH BENEFITS

Death Benefits – TSP Accounts at Voya

For your TSP Account at Voya, if you die after electing and commencing benefit payments, the amount of your TSP Account subject to that election and payable to your beneficiary will depend on the payment option you elected. For example, if you elected and received a lump sum distribution of your TSP Account balance at Voya, your surviving spouse or other beneficiary will receive nothing.

If you die before electing and commencing benefit payments of your TSP Account at Voya, your TSP Account balance at Voya will be distributed to your surviving spouse or other beneficiary in a single lump sum or an optional form of payment as elected by the beneficiary.

Death Benefits – TSP Annuity Contracts

For any portion of your TSP Account held in an annuity contract, if you die after electing and commencing benefit payments, the amount of your TSP Account subject to that election and payable to your beneficiary or, if applicable, your co-annuitant will depend on the payment option you elected. For example, if you elected a lump sum distribution of your TSP Account or you elected that your TSP Account be paid as a single life annuity, your surviving spouse or other beneficiary will receive nothing. If you elected that your TSP Account be paid in the form of a survivor annuity, then your co-annuitant will receive the survivor benefit you elected.

If you die before electing and commencing payment of all or a portion of your TSP Account held in an annuity contract, the balance of your TSP Account is payable as a death benefit. If you are not married at the time of your death, your TSP Account will be paid to your designated beneficiary or beneficiaries. If you are married at the time of your death, at least 50% of your TSP Account will be paid to your spouse in the form of a life annuity (the "surviving spouse annuity") unless your spouse consents to a non-spouse beneficiary or waives the surviving spouse annuity as described below.

For any portion of your TSP Account held in an annuity contract for which your surviving spouse is the beneficiary, that portion will be paid in the form of a surviving spouse annuity unless your spouse waives this required payment form and elects an optional payment form. A non-spouse beneficiary may elect any optional payment form. You may choose the form of payment to your beneficiary during your lifetime, if you do so in a manner acceptable to the Contract Issuer. The optional payment forms available are similar to the optional payment forms described in the *Payment of Plan Benefits* section. For further information regarding distributions to beneficiaries and payment forms under TSP annuity contracts, contact the applicable Contract Issuer.

Designating Your Beneficiary

It is important for you to designate one or more beneficiaries by visiting artic.voya.com and completing any follow up paperwork that is requested by Voya. Your beneficiary is the person who will receive the value of your TSP Account if you die before electing and commencing benefit payments. The following rules apply to both your TSP Account at Voya and your TSP Account held in an annuity contract, unless otherwise noted:

- If you are not married, you can name anyone as your beneficiary. If you do not name a beneficiary, your TSP Account will be paid in the following order: (a) to your surviving children in equal shares, (b) to your surviving parents in equal shares, and (c) to your estate.

- If you are married, your spouse is automatically your beneficiary with respect to (a) your entire TSP Account at Voya, and (b) 50% of your TSP Account held in an annuity contract with a Contract Issuer, unless your spouse waives this spousal benefit and consents to your choice of beneficiary or beneficiaries. Your spouse's consent must be in writing and witnessed by a Plan representative or notary public. You can name anyone as your beneficiary with respect to the remaining 50% portion of your TSP Account held in the annuity contract.

- If you have a TSP Account at Voya and a TSP Account invested in an annuity contract, you must complete separate beneficiary designations for each portion of your TSP Account and you may name different beneficiaries for each portion (subject to the spousal consent requirements).

You should review your beneficiary designations periodically to make sure the person you want to receive your benefit is properly designated. For example, if your marital status changes, you should review your beneficiary designations. If you marry after designating your beneficiary, your choice of beneficiary will automatically be revoked with respect to (a) your entire TSP Account at Voya, and (b) 50% of your TSP Account held in an annuity contract, and your spouse will become your beneficiary for those portions of your TSP Account. However, if you are divorced after designating your beneficiary, your choice of beneficiary will *not* be automatically revoked. You can change your beneficiary at any time (subject to the spousal consent requirements) online at artic.voya.com (for your TSP Account at Voya) and by submitting a revised beneficiary designation form to the applicable Contract Issuer (for your TSP Account with the Contract Issuer). In addition to online beneficiary designation at Voya, you also may obtain a beneficiary designation form from Voya by calling them at 833-AIC-403B (833-242-4032). You may obtain a beneficiary designation form from the applicable Contract Issuer by contacting the Contract Issuer directly.

Designation of Non-spouse Beneficiary

If you are married and you wish to designate a beneficiary other than your spouse for (a) your TSP Account at Voya, and/or (b) more than 50% of your TSP Account held in an annuity contract, your spouse must consent to your beneficiary or beneficiaries and must waive the surviving spouse annuity with respect to your TSP Account held in an annuity contract.

TSP Account at Voya – You may designate a non-spouse beneficiary at any time with your spouse's consent. Your spouse's consent must be in writing and witnessed by a Plan representative or notary public, and must contain your spouse's acknowledgment as to the effect of the consent and that it is irrevocable. Your spouse must also consent to your designated beneficiary or otherwise expressly permit designation of the beneficiary by you without any further consent by your spouse. If a designated beneficiary dies, unless the express right to designate a new one has been consented to, a new consent is necessary. Spousal consent is not required if you can establish to the Art Institute's satisfaction that you have no spouse or that your spouse cannot be located. Unless a Qualified Domestic Relations Order (QDRO), as defined in Section 414(p) of the Internal Revenue Code, requires otherwise, your spouse's consent is not required if you are legally separated or if you have been abandoned (within the meaning of local law) and you have a court order to such effect.

TSP Annuity Contracts – You may designate a non-spouse beneficiary with respect to 50% of your TSP Account during your applicable election period, which begins on the later of (1) the first day of the Plan Year in which you attain age 35 or (2) the day you first become a participant. If you terminate employment from the Art Institute prior to the first day of the Plan Year in which you will attain age 35, the applicable election period begins on the date of your termination. The applicable election period ends on the first to occur of: (1) the date of your death or (2) the date you start receiving benefit payments. You may also revoke your designation during the applicable election period. If you designate a non-spouse beneficiary prior to the time you are permitted to do so, such designation will not be treated as an effective designation with respect to 50% of your TSP Account but will be treated as an effective designation with respect to amounts not required to be paid to your spouse. Also, consent by a former spouse is not effective with respect to a subsequent spouse.

Your spouse's consent must be in writing and witnessed by a Plan representative or notary public and must contain your spouse's acknowledgment as to the effect of the consent and that it is irrevocable. Your spouse must also consent to your designated beneficiary or otherwise expressly permit designation of the beneficiary by you without any further consent by your spouse. If a designated beneficiary dies, unless the express right to designate a new one has been consented to, a new consent is necessary. Spousal consent is not required if you can establish to the Art Institute's satisfaction that you have no spouse or that your spouse cannot be located. Unless a Qualified Domestic Relations Order (QDRO), as defined in Section 414(p) of the Internal Revenue Code, requires otherwise, your spouse's consent is not required if you are legally separated or if you have been abandoned (within the meaning of local law) and you have a court order to such effect.

Rollover Distributions to Beneficiaries

If your TSP Account is paid in the form of an eligible rollover distribution, a surviving spouse and non-spouse beneficiary may elect a direct rollover as described in the *Payment of Plan Benefits* section. A non-spouse beneficiary, however, may only elect a direct rollover to an individual retirement account or an individual retirement annuity described in Section 408(a) or Section 408(b) of the Internal Revenue Code, respectively, that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Internal Revenue Code.

Required Payment of Death Benefits

If you die before your benefit payments begin, your TSP Account must be paid over the life or life expectancy of your beneficiary, with benefit payments beginning no later than December 31 of the calendar year immediately following the calendar year of your death. If your designated beneficiary is your spouse, the commencement of benefits may be deferred until December 31 of the calendar year in which you would have attained age 70½ had you continued to live. Alternatively, your beneficiary may elect to have your entire TSP Account paid by December 31 of the fifth calendar year after your death.

The payment of benefits in accordance with these 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. Voya will notify your beneficiary of the applicable requirements at the time your beneficiary notifies Voya of your death or, if you have a TSP Account invested in an annuity contract, the Contract Issuer will notify your beneficiary of the applicable requirements at the time your beneficiary notifies the Contract Issuer of your death.

The above rule does not apply to amounts accumulated prior to January 1, 1987 if such amounts are accounted for separately. For further information regarding the special rules that apply to amounts accumulated prior to January 1, 1987, contact Voya or, if you have a TSP Account invested in an annuity contract, contact the applicable Contract Issuer.

SECTION VIII
CLAIMS AND APPEALS PROCEDURES

Claims Procedures

If all or part of your claim for benefits is denied, the Art Institute or its delegate (claim administrator) will send you (or your beneficiary or authorized representative) a written or electronic explanation of the denial setting forth (1) the specific reasons for the denial, (2) references to the Plan provisions upon which the denial is based, (3) a description of any missing information or material necessary to process your claim (together with an explanation why such information or material is necessary), (4) an explanation of the Plan's appeals procedures, and (5) a statement of your right to bring a civil action under Section 502(a) of ERISA if your claim is denied upon appeal.

An explanation of denial will be sent within 90 days following receipt of your benefit claim by the claim administrator unless the claim administrator determines that special circumstances require an extension of time for processing your claim. In the event an extension is necessary, you will receive written or electronic notice of the extension prior to the expiration of the initial 90-day period. The notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision is expected to be rendered. In no event shall the period of the extension exceed 90 days from the end of the initial 90-day period.

Appeals Procedures

If your claim for benefits is denied and you (or your beneficiary or authorized representative) wish to appeal the denial, you must submit a written appeal to the Art Institute, in care of Human Resources - Benefits, <u>within 60 days</u> after you receive the denial notice. You must exhaust the Plan's appeals procedures prior to seeking any other form of relief. Under the Plan's appeals procedures:

- You may include written comments, documents, records and other information relating to your claim.
- You may review all pertinent documents and, upon request, shall have reasonable access to or be provided free of charge, copies of all documents, records, and other information relevant to your claim.

The Art Institute or its delegate will provide a full and fair review of the appeal and will take into account all your claim-related comments, documents, records, and other information submitted without regard to whether such information was submitted or considered under the initial determination.

The Art Institute or its delegate will send you written or electronic notice of the decision rendered with respect to your appeal within 60 days following its receipt unless the Art Institute determines that special circumstances require an extension of time for processing the appeal. In the event an extension is necessary, a written or electronic notice of the extension will be sent to you prior to the expiration of the initial 60-day period. The notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision is expected to be rendered. In no event shall the period of the extension exceed 60 days from the end of the initial 60-day period.

In the case of a denial of an appeal, the written or electronic notice of such denial shall set forth (1) the specific reasons for the denial, (2) references to the Plan provisions upon which the denial is based, (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relating to your claim for benefits, and (4) a statement of your right to bring a civil action under Section 502(a) of ERISA.

Limitations Period on Legal Actions and Choice of Venue

No legal action may be brought for benefits under the Plan after the earlier of: (1) three years after the occurrence of the facts or circumstances that give rise to, or form the basis for, the legal action, or (2) one year from the date the individual bringing the legal action had actual knowledge of the facts or circumstances that give rise to, or form the basis for, the legal action. Any legal action brought for benefits under the Plan must be filed in the United States District Court, District of Northern Illinois.

SECTION IX
OTHER PLAN INFORMATION

Plan Administrator

The Plan is administered by the Art Institute or its delegate. As Plan Administrator, the Art Institute (or its delegate) has the authority to establish reasonable rules and procedures for the Plan's administration and has the power to delegate day-to-day administration of the Plan. The Art Institute also has the discretionary power and authority to determine all questions relating to the administration of the Plan, including, but not limited to, questions relating to eligibility to participate, reconciling any question or dispute arising under the Plan, and interpreting the Plan document. Any determinations made by the Art Institute, or its delegate, shall be final and binding.

Amendment and Termination of the Plan

The Art Institute has reserved the right, in its sole discretion under circumstances that it deems advisable (including, but not limited to, a need to address law changes, or cost or plan design considerations), to terminate the Plan, to amend the Plan, or to discontinue Plan contributions. Amendments to the Plan may be made as follows:

- The Executive Committee of the Board of Trustees of the Art Institute has the authority to approve material amendments to the Plan, which are defined as amendments that are not legally required to be made and that substantially increase or decrease benefits or substantially increase the cost of administering the Plan. The Executive Committee also has the authority to terminate the Plan.

- The Chief Human Resources Officer has the authority to approve legally required Plan amendments, and the authority to approve non-material amendments (*i.e.*, those not legally required that do not substantially increase or decrease benefits or substantially increase the cost of Plan administration).

Current participation in the Plan does not vest in any participant any rights to any particular benefit coverage in the future. In the event of termination or amendment or elimination of benefits, the rights and obligations of participants prior to the date of such event shall remain in effect, and changes shall be prospective, except to the extent that the Art Institute or applicable law provides otherwise.

Cost of Plan Administration

All costs of administering the Plan will be paid by the Art Institute or from unallocated Plan assets, except as otherwise provided in this summary plan description or the legal Plan document.

Creditor Claims

By law, no one other than you and your beneficiary have any claims to the benefits payable under the Plan. This means that you cannot assign or pledge your Plan benefits to any creditor or other person, and a third party's claims for Plan benefits payable to you are ineffective. There is an exception to this rule. The Plan will comply with a Qualified Domestic Relations Order (QDRO) that directs the Plan to pay a specified portion of your Plan benefits to a spouse, former spouse, and/or for child support. See the *Payment of Plan Benefits* section for further information.

Pension Benefit Guaranty Corporation (PBGC)

Benefits under the Plan are not insured by the PBGC. The PBGC is the government agency that guarantees certain types of benefits under certain types of plans.

SECTION X
YOUR ERISA RIGHTS

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that you shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, 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.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including annuity or custodial contracts, 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.

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

Obtain a statement reflecting the total value of your TSP Account under the Plan which is the current amount available to you at normal retirement age (age 65) if you do not commence benefit payments sooner.

Prudent Action by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other participants of the Plan and their beneficiaries. No one, including the Art Institute 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 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 that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan Administrator'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 the 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, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

SECTION XI
PLAN REFERENCES

Plan Sponsor	**The Art Institute of Chicago** 111 South Michigan Avenue Chicago, Illinois 60603 312-629-3371 benefits@artic.edu Employer Identification Number: 36-2167725
Plan Name and Plan Number	**The Art Institute of Chicago Tax-Deferred Savings Program** Plan Number: 004 When requesting additional information about the Plan from the Department of Labor, refer to the plan number.
Plan Administrator	**The Art Institute of Chicago or its delegate** 111 South Michigan Avenue Chicago, Illinois 60603 312-629-3371 benefits@artic.edu
Plan Recordkeepers	**Voya Institutional Plan Services, LLC** 30 Braintree Hill Office Park Braintree, MA 02184 833-AIC-403B (833-242-4032) artic.voya.com **Teachers Insurance and Annuity Association (TIAA)** 730 Third Avenue New York, NY 10017 800-842-2252 tiaa.org
Contract Issuer	**Teachers Insurance and Annuity Association (TIAA)** 730 Third Avenue New York, NY 10017 800-842-2252 tiaa.org
	MetLife Group 1061291 4700 Westown Parkway, Suite 200 West DesMoines, IA 50266 800-560-5001 Requests@MetLife.com

	AXA Equitable 100 Madison Street, 2nd Floor Syracuse, NY 13202 800-628-6673 axaonline.com
Plan Custodian	**Voya Institutional Trust Company** One Orange Way, C4R Windsor, CT 06095 833-AIC-403B (833-242-4032) artic.voya.com
Agent for Service of Legal Process	**The Art Institute of Chicago** Attn: General Counsel 111 South Michigan Avenue Chicago, Illinois 60603 312-443-4940 Legal process may also be served on the Plan Administrator, and/or Contract Issuer and/or Custodian, as applicable.
Plan Year	January 1 through December 31