I. Introduction

The LOYOLA MARYMOUNT UNIVERSITY ("LMU") POST-RETIREMENT HEALTH PLAN ("Plan") is designed to provide post-retirement health benefits to (i) eligible participants who retire from employment with LMU, to (ii) their eligible spouse/domestic partners and to (iii) their eligible dependents.

This Summary Plan Description is intended to inform qualified Plan participants of the highlights of the benefits they will receive. If you have any questions after reading this Summary, please feel free to visit or call the Human Resources Office during regular business hours where someone will be available to answer your questions and help you plan for the receipt of your benefits.

IN THE CASE OF ANY CONFLICT BETWEEN THIS SUMMARY OR ANY EXPLANATORY MATERIAL AND THE PLAN DOCUMENT, THE TERMS OF THE PLAN DOCUMENT WILL CONTROL.

II. Participating in the Plan

1. Who is eligible to participate in the Plan?

You are eligible to participate in this Plan if (a) you are an employee in benefit eligible status as defined by LMU, (b) you cease employment with LMU after you attain at least the first day of the month in which you reach age 62 and complete 10 or more Years of Service, (5 Years of Service if you were hired on or after your 55th birthday), (c) you are at least age 65 (effective the first day of the month in which you attain age 65), and are enrolled in Medicare Parts A and B, and (d) you return a completed enrollment form to the Human Resources Office that indicates your agreement to pay a portion of the cost of such coverage (see Question 4, below).

2. How are Years of Service calculated?

Years of Service are the number of complete years of employment with LMU while you were in a benefits eligible position.

3. Will my spouse/domestic partner and/or eligible dependent be eligible to participate in this Plan?

If you participate in this Plan, your spouse/domestic partner and any eligible dependents will also participate if (a) your spouse/domestic partner and/or eligible dependent(s) were covered under LMU's Medical and/or Dental Plan and Vision Care Plan for active employees immediately prior to your retirement, and (b) your enrollment form indicates your desire to cover your spouse/domestic partner and any eligible dependent in this Plan and pay the

appropriate portion of the cost of your spouse/domestic partner's and/or eligible dependent's coverage (see Question 4, below). If you marry or register with the California Domestic Partner Registry (or similar state registry) after you become a participant in this Plan, your new spouse/domestic partner and their eligible dependents may be eligible to participate in the Plan. You may enroll your spouse/domestic partner and eligible dependents during open enrollment or, if acceptable to the insurance carrier, midyear in the event of a change in status. You will need to complete enrollment information and agree to pay your portion of the cost of coverage.

An eligible dependent is your child or your spouse/domestic partner's child who is under age 26 and not covered by a health care plan of the child's employer.

In the event of your death after enrollment in the Plan, your spouse/domestic partner and/or eligible dependent may continue coverage in this Plan subject to the Plan's same terms and conditions.

4. What portion of the cost of retiree coverage and spouse/domestic partner and eligible dependent coverage will be paid by LMU?

You are credited with one Point for each year of your age and an additional Point for each Year of Service. If the total of your Points equals 85 or more, LMU will pay 100% of the cost of your coverage. In this case, if your spouse/domestic partner or any eligible dependents participate in this Plan, LMU will pay 60% of the cost of your spouse/domestic partner's and/or eligible dependent's coverage.

If your Points are less than 85, LMU's contribution will be reduced. For each Point less than 85, the LMU contribution for retirees will be reduced by 10 percentage points and

the LMU contribution for spouse/domestic partners and eligible dependents will be reduced by 6 percentage points. A chart showing the LMU contribution for retirees with various ages and Years of Service is attached to this Summary as Exhibit A. A chart showing LMU's contributions for spouse/domestic partners and eligible dependents of retirees with various ages and Years of Service is attached to this Summary as Exhibit B.

5. How long will LMU contribute to the cost of Plan coverage?

LMU's contributions for eligible retirees, eligible spouse/domestic partners, and eligible dependents (as described in Question 4) will be made for Plan coverage for the three-year period beginning on the date you retire. When that three-year period expires, LMU's contributions shall cease. Plan coverage may be continued beyond the three-year period following retirement if the retiree (or spouse/domestic partner or eligible dependents) pays 100% of the cost of the continued coverage.

6. When does participation in the Plan stop?

If you are a participant in the Plan, your participation will cease on the earliest of (i) the date of your death, (ii) the date the Plan terminates, or (iii) when you elect to cease coverage or the end of the period for which the last Plan contribution is made by you or on your behalf.

III. Benefits Under The Plan

1. What benefits will I receive under the Plan?

Under the Plan you may select one of three medical benefit programs, one of two dental benefit programs, and a single vision care program. With respect to the medical benefit options, you must choose between a preferred provider organization ("PPO") (see Question 2, below) and two health maintenance organization ("HMO") programs (see Question 3, below). You will receive the benefits set forth in the Medical Policy or Policies which govern the program or programs you select.

2. What is the Medicare PPO program?

When the PPO is combined with Medicare, you will receive coverage at the rate of 80% for approved providers and 60% for non-approved providers of most covered health care expenses. A detailed description of the current benefits covered by the PPO can be obtained from LMU Human Resources. Additional details concerning the PPO are available from the carrier.

3. What is the HMO program?

If you select one of the HMO programs, you will assign your Medicare benefits to the HMO and the HMO will provide your covered health care expenses. A detailed description of the current benefits covered by the two current HMO programs can be obtained from LMU Human Resources. Additional details concerning the HMO programs are available from each of the HMO carriers.

If you select an HMO program and later move out of that HMO's service area, you will be allowed to switch to the other HMO or the Medicare PPO program.

4. If I select an HMO program, will LMU reimburse me for the cost of my Medicare Part B premiums?

Yes! If you meet the eligibility requirements and select an HMO program, LMU will reimburse you and, if applicable, your spouse/domestic partner for the cost of your base rate Medicare Part B premiums for up to a maximum of three years.

5. What two dental benefit programs are available under the Plan?

You may choose between the Dental Preferred Provider Option and the Dental Maintenance Organization Program. A detailed description of the current benefits covered by each option can be obtained from LMU Human Resources. Additional details concerning each dental benefit options are available from the dental plan provider. Dental and vision benefits are only offered as a package.

6. What vision care benefits are available under the Plan?

LMU Human Resources can provide you with information concerning the vision care benefits available under this Plan. Additional details concerning the vision care benefits may be obtained from the vision care provider. If you elect dental coverage, you will automatically be enrolled in the Vision Care Plan. Dental and vision benefits are only offered as a package.

IV. Other Things You Should Know

1. What Are Each Participant's Responsibilities?

You need to pay your share of the Plan cost as set forth in Part II, Section 4.

Also, as a plan participant you need to keep LMU advised of any change in your current address.

LMU shall have no obligation or duty to locate you, your spouse/domestic partner or eligible dependents. You are responsible for signing up for Medicare at age 65. In that regard, you should know that if your birthday is either the first or second day of the month, eligibility for Medicare is effective the first of the previous month, not the first of the month in which you turn age 65.

2. Amendment and Termination

LMU may amend or terminate this Plan at any time. However, no amendment shall act retroactively to deprive any participant of a benefit then payable.

3. The Plan Administrator

The Plan Administrator of this Plan is LMU or such representative as it shall choose to assist in carrying out its responsibilities under the Plan. The Plan Administrator and the representatives it chooses shall have the maximum discretionary authority permitted by law to interpret, construe and administer the Plan, to make determinations regarding Plan participation, enrollment and eligibility for benefits, to evaluate and determine the validity of benefit claims, and to resolve any and all claims and disputes regarding the rights and entitlement of individuals to participate in the Plan and receive benefits and payments pursuant to the Plan.

The decisions by the Plan Administrator and its representative shall be given the maximum deference permitted by law. The Plan Administrator is the agent to receive service of legal process. The Plan Administrator's address and phone number are:

Human Resources Loyola Marymount University One LMU Drive, Suite 1900 Los Angeles, California 90045-2659 (310) 338-2723

4. Limitation of Rights

Neither the maintenance of this Plan nor anything contained in the Plan shall be construed as giving any Employee a guarantee of employment for any specified period of time or any equity or other interests in the assets, business or affairs of LMU. The possibility of participation in this Plan shall not lessen or otherwise affect the responsibility of an Employee to perform fully his duties in a satisfactory and workmanlike manner, nor shall it affect LMU's right to discipline, discharge or take any other action with respect to any Employee.

The Plan is not responsible for the furnishing of hospital, medical, or dental care or for the quality of such care. All health care providers to Participants act as independent contractors with the Participant. The Plan shall not be liable for any claim or demand on account of damages in any manner connected with the provision of health care services to any Participant.

5. Claims Procedure

Claims are handled by the applicable insurer or provider. Therefore, if you feel that you are not receiving benefits which are due you under the Plan, you will need to file a written claim for your benefits with the appropriate carrier, depending upon which optional

4834-6292-0979 v. 2

health care coverage you have selected. The carrier will inform you of the status of your claim and any additional information you must provide.

6. Prohibition on Alienation

Neither LMU, nor the Plan Administrator shall recognize any transfer, mortgage, pledge, hypothecation, order or assignment by you or any beneficiary of any amount payable under this Plan. Any attempt by you to assign, alienate, sell, transfer, pledge or encumber any amount under this Plan shall be void.

7. Plan Data

Employer Plan No.: 502

Federal I.D. No.: 95-1643334

Plan Year: January 1 to December 31

Plan Administrator: Loyola Marymount University

8. Statement of ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

(a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor;

4834-6292-0979 v. 2

- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies; and
- (c) Receive a summary of the Plan's annual financial report.

 The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have the right to have the Plan Administrators review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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, you may be required to pay if the court finds your claim is frivolous. 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, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

 $\underline{\text{EXHIBIT A}}$ LMU Medical and Dental/Vision Contribution for Retiree Payable For Three Years

Age at Date Employee Retires 67 68 69 70 Years of 65 66 71 72 73 74 75+ Service Completed at Retirement 0.00% 10.00% 40.00% 50.00% 60.00% 70.00% 80.00% 90.00% 10 20.00% 30.00% 100.00% 11 10.00% 20.00% 30.00% 40.00% 50.00% 60.00% 70.00% 80.00% 90.00% 100.00% 100.00% 12 20.00% 30.00% 40.00% 50.00% 60.00% 70.00% 80.00% 90.00% 100.00% 100.00% 100.00% 13 30.00% 40.00% 50.00% 60.00% 70.00% 80.00% 90.00% 100.00% 100.00% 100.00% 100.00% 14 40.00% 50.00% 60.00% 70.00% 80.00% 90.00% 100.00% 100.00% 100.00% 100.00% 100.00% 15 50.00% 60.00% 70.00% 80.00% 90.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 16 60.00% 70.00% 80.00% 90.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 17 70.00% 80.00% 100.00% 100.00% 100.00% 100.00% 100.00% 90.00% 100.00% 100.00% 100.00% 80.00% 100.00% 18 90.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 19 90.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 20 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 21 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 22 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 23 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 24 100.00% 25+ 100.00%

If you were hired after your 55th birthday and have completed five or more years of credited service, upon turning age 65 you may participate in the Loyola Marymount University Post-Retirement Health Plan by paying 100% of the medical and dental/vision premiums.

EXHIBIT B

LMU Medical and Dental/Vision Contribution for Spouse/domestic partner and/or eligible dependent of Retiree

Payable For Three Years

Retiree's Age at Date of Retirement											
Years of Service Completed at Retirement	65	66	67	68	69	70	71	72	73	74	75+
10	0.00%	6.00%	12.00%	18.00%	24.00%	30.00%	36.00%	42.00%	48.00%	54.00%	60.00%
11	6.00%	12.00%	18.00%	24.00%	30.00%	36.00%	42.00%	48.00%	54.00%	60.00%	60.00%
12	12.00%	18.00%	24.00%	30.00%	36.00%	42.00%	48.00%	54.00%	60.00%	60.00%	60.00%
13	18.00%	24.00%	30.00%	36.00%	42.00%	48.00%	54.00%	60.00%	60.00%	60.00%	60.00%
14	24.00%	30.00%	36.00%	42.00%	48.00%	54.00%	60.00%	60.00%	60.00%	60.00%	60.00%
15	30.00%	36.00%	42.00%	48.00%	54.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
16	36.00%	42.00%	48.00%	54.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
17	42.00%	48.00%	54.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
18	48.00%	54.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
19	54.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
20	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
21	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
22	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
23	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
24	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
25+	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%

If you were hired after your 55th birthday, have completed five or more years of credited service, and are at least 65, your spouse/domestic partner and/or eligible dependent(s) may also participate in the Loyola Marymount University Post-Retirement Health Plan by paying 100% of the medical and dental/vision premiums.

SUMMARY PLAN DESCRIPTION

LOYOLA MARYMOUNT UNIVERSITY

POST-RETIREMENT HEALTH PLAN

January 1, 2013