BROWN UNIVERSITY DINING SERVICES AND FACILITIES MANAGEMENT EMPLOYEES' PENSION PLAN

SUMMARY PLAN DESCRIPTION 2016

THE BROWN UNIVERSITY
DINING SERVICES AND FACILITIES MANAGEMENT
EMPLOYEES' PENSION PLAN

The Brown University Dining Services and Facilities Management Employees' Pension Plan (the "Plan") was designed as a supplement to Social Security benefits to offer financial protection to eligible employees and their spouses. The Plan provides for:

- Retirement Income; and
- Death benefits for spouses and other beneficiaries of employees who die before retirement.

In order to be eligible for the Plan benefits listed above, years of service are required. The number of years of service required for eligibility is noted in the applicable sections of this booklet.

The amount of benefits you will receive from the Plan depends on such factors as years of service, age upon retirement, and your "Accrued Benefit." The "Accrued Benefit" is described in the section of this booklet entitled "Eligibility for Retirement."

PLAN HISTORY

The Plan has been in effect in its current form since June 30, 1999. Before May 2, 2007, the Plan had been named The Food Services, Plant Operations and Stores Operations Employees' Pension Plan since June 3, 2001. Before June 3, 2001, the Plan had been named The Food Services and Plant Operations Employees' Pension Plan since July 1, 1989. Before July 1, 1989, a prior version of the Plan had been in effect (as amended from time to time) since July 1, 1972. The plan in effect prior to July 1, 1989, was known as the Brown University Employees' Pension Plan and is referred to in this Summary Plan Description as the Prior Plan. Persons participating in the Prior Plan automatically became participants in the Plan, but persons other than employees in the Dining Services and Facilities Management bargaining units, formerly represented by Service Employees International Union, Local 134, AFL- CI0, ceased to accrue benefits under the Plan as of October 31, 1989.

ELIGIBILITY FOR PLAN PARTICIPATION

If you are a new hourly paid employee in a covered bargaining unit, you automatically become a Plan participant on the first day of the month coincident with or next following a twelve-month eligibility computation period in which you complete 1,000 hours of service beginning on the first day you are credited with an hour of service. If you fail to complete 1,000 hours of service in your first eligibility computation period, your subsequent eligibility computation periods will run from July 1 to June 30 the following calendar year, starting with the July 1 that falls within your first eligibility computation period. Hours of Service for which you receive credit include:

a) Each hour for which you are directly or indirectly compensated by Brown University for the performance of duties;
b) Each hour for which you are directly or indirectly compensated by Brown University for reasons other than performance of duties; such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty, or leave of absence; and
c) Each hour for which back pay is awarded or agreed to by Brown University.

Only hourly paid employees who are employed in the Dining Services and Facilities Management bargaining units are eligible to participate in the Plan. Prior to November 1, 1989, all other hourly paid employees (other than temporary employees employed on the "miscellaneous" payroll, part-time employees who worked less than 1,000 hours per year, and student employees) were eligible to participate in the Plan.

SERVICE

As long as you remain an actively employed participant, you will earn service to meet different Plan requirements. Service credit will stop when you quit, retire, die, or otherwise cease to be an employee. If you are on an extended authorized leave of absence, or, beginning July 1, 1985, on maternity or paternity leave, you will be treated as if you were employed and will receive service credit for up to 12 months of absence. A Plan year runs from July 1 to June 30 of the following calendar year. "Maternity" and "paternity" leaves means any absence from work by reason of your pregnancy, the birth of your child, the placement of a child with you for adoption, or the caring for your child immediately after such birth or placement.

If you have a break in service, that is, if you are away from employment for 12 consecutive months during one Plan year (July 1 - June 30), service prior to the break in service is not included in your years of employment when you return to work unless you complete one year of service after the break and either:

- You have a vested right to a benefit (as explained in this booklet under "Deferred Vested Benefits") when the break occurs; or
- Your break in service is a) less than five years, or b) of shorter duration than your number of years of employment before the break.

If you have less than five years of vesting service and take another position at Brown University which is not covered by the Plan, you may still be able to receive a benefit from the Plan upon your retirement. In order to receive a benefit from the Plan, you will have to complete a total of five years of employment as a participant in either the Plan or another pension plan maintained by Brown University.

ELIGIBILITY FOR RETIREMENT

Under the Plan, your Accrued Benefit is the amount of the benefit you have earned as of the date of the calculation. Retirement under the Plan may occur as shown below:

Normal Retirement

Your normal retirement date is the first day of the month on or after the day you attain your 65th birthday, or the day which is the fifth anniversary of your joining the Plan, if later. At normal retirement, your monthly income is based on the full value of your Accrued Benefit under the Plan. Payment of your monthly income from the Plan begins on your normal retirement date.

Early Retirement

Once you have completed at least five years of service, you may retire at any time after reaching age 55. Your early retirement income is based on your Accrued Benefit under the Plan to the date of your early retirement, but may be less than at normal retirement as explained below.

Late Retirement

You may continue working beyond your normal retirement date. Payment of your monthly late retirement income from the Plan begins on the first day of the month on or after your actual retirement date and is equal to your monthly Accrued Benefit under the Plan. If your normal retirement date was before October 1, 1985, but your actual retirement occurs after that date, your retirement benefit will be computed as though the formula in effect beginning October 1, 1985, applied on your normal retirement date if that produces a higher benefit than the pre-October 1, 1985 formula.

If you were born on or after July 1, 1917, you will begin receiving your retirement benefits not later than April 1 of the year following the year in which you attain age 70 ½, unless you continue working past that date. Additional accruals to which you become entitled by reason of your subsequent service will be actuarially adjusted to reflect payments you have already received.

RETIREMENT BENEFIT CALCULATIONS

The Plan is a "defined benefit plan" — that is, the amount you receive as a benefit is based on an established formula. The dollar amount of the benefit you will receive is based upon your highest five-year average compensation and years of service.

Appendix I describes the benefit formula which applies to you if you retire on or after the applicable effective date. For employees in the Dining Service or Facilities Management bargaining units, the applicable effective date is October 13, 2000; for other covered employees, the applicable effective date may be October 13, 1997, October 13, 1994, November 1, 1991, or May 1, 1989, depending upon when you terminated employment. If you terminated employment prior to the applicable effective date, your retirement benefit will be computed in accordance with the Prior Plan, and you should ask for a copy of the Summary Plan Description in effect as of your termination date.

If you retire or terminate employment for any other reason, the monthly amount payable to you will be the applicable percentage of the highest average monthly compensation you received during any five Plan years of participation in the Plan multiplied by your total number of years and months of employment at Brown University in the Dining Services and Facilities Management bargaining units (see Appendix 1). Also, if your Accrued Benefit as of the day before the applicable effective date would be higher, you would be entitled to the higher amount.

Compensation

Compensation means the regular basic wage payments made by Brown University, excluding pay for overtime, severance, and unused vacation pay, but including any shift differential and the value of any meal privileges for Dining Service personnel. Only the first $230,000 of compensation you receive in any plan year beginning on or after January 1, 2008, will be taken into account. The $230,000 figure will be adjusted for inflation periodically.

Life Income Benefit

The Plan provides monthly income to you for your lifetime. This is the normal form of payment. However, if you are a married employee, a reduced benefit is available which provides monthly income for your lifetime and, in the event of your death, provides benefit protection for your surviving spouse at any time after you begin receiving your retirement benefit from the Plan. This feature is explained under the heading "Joint and Survivor Benefits."

Early Retirement Benefit

When you retire early, your benefit from the Plan is calculated by the same formula as a normal retirement benefit, based on your number of years of employment to the date of your early retirement.

You may choose to begin receiving your benefit on the first of the month on or after your normal retirement date or on the first of the month on or after your early retirement date.

Early Retirement With a Benefit Reduction

If you do not meet one of the conditions listed in the section below entitled *Early Retirement Without a Benefit Reduction* and begin receiving benefits before normal retirement, the monthly benefit shall be reduced by 1% for each year (1/12 of 1% for each month) on and after age 62 and prior to the normal retirement date. If you begin receiving benefits earlier than at age 62, your monthly benefit will be reduced 3% (to account for the years between ages 62 and 65) plus 1/2 of 1% for each additional month by which your actual retirement date precedes your normal retirement date.

Early Retirement Without a Benefit Reduction

You may elect to retire on an Early Retirement Date with no reduction in the benefit amount if:

1) You have 20 years of continuous service and have reached age 62, or
2) The sum of your age and years of service equals or exceeds 85 (for early retirements occurring before October 13, 2000), or
3) The sum of your age and years of service equals or exceeds 80 (for early retirements occurring after October 12, 2000).

DEATH BENEFITS

There are several Plan features which are designed to provide an income for your spouse or a beneficiary of your choice should you die before or after your retirement date.

Pre-Retirement Surviving Beneficiary Benefit

You are eligible for coverage under the Plan's Pre-Retirement Surviving Beneficiary Benefit provision, provided you have reached age 55 and have five years of service or have accrued a vested benefit as of the date of your death. If you should die before you retire having reached age 55 with at least five years of service, or having reached age 65 with less than five years of service, this benefit will provide your surviving spouse or designated beneficiary with a life annuity benefit having monthly payments equal to 50% of the monthly benefit that would have been paid to you, had you retired on the day before death with an immediate joint and 50% survivor annuity.

If you die with a vested benefit before having reached age 55, then your spouse will be entitled to a life annuity deferred until the date you would have reached age 55 and payable as though you:

1) Separated from service on the date of death;
2) Survived to age 55;
3) Retired on that day with an immediate joint and 50% survivor annuity; and
4) Died the following day.

If you are an unmarried participant who dies with a vested benefit before having reached age 55, your designated beneficiary will be entitled to an immediate life annuity that is the actuarial equivalent of an annuity payable as though you:

1) Separated from service on the date of death;
2) Survived to age 55;
3) Retired on that day with an immediate joint and 50% survivor annuity; and
4) Died the following day.

Please note that unmarried participants must designate a beneficiary in order for this provision to apply. Forms for beneficiary election are available by contacting the Benefits Office at 401-863-2141.

Joint and Survivor Benefits

If you are a married employee, this Plan feature goes into effect automatically when you retire under the Plan. After retirement, if you die before your spouse, income continues to your surviving spouse. The amount of income payable for life to your surviving spouse would be equal to 50% of the monthly retirement benefit you were receiving from the Plan at the time of your death. In order to provide this income protection for your spouse, the monthly benefit you would otherwise receive as a single life annuity is reduced. Here is an illustration of how this feature of the Plan may affect your retirement benefit, based on actuarial equivalence rates in effect for May 2015 retirements:

MONTHLY INCOME FROM THE PLAN

To you for your life	To you w/surviving spouse protection	To surviving spouse for life
$100	$89.73	$44.87
$200	$179.47	$89.74
$300	$269.20	$134.60

NOTE: The table assumes that you begin receiving payments at age 65 and that your spouse is four years younger than you. Different reduction rates would apply in each case. Also, the reduction rates depend on the actuarial equivalence rates in effect at the time you begin receiving your retirement benefits. The actuarial equivalence rates are those used for TIAA individual annuity payouts, including dividends, on a merged gender mortality basis.

You may also elect to provide your spouse with a survivor's benefit equal to 100%, 75%, or 66-2/3% of the amount payable to you during your life. If you elect to have this greater percentage paid to your spouse, your monthly payments will be reduced at a greater degree.

As mentioned above, if you are a married employee, the 50% joint and survivor feature goes into effect automatically when you begin receiving your Plan benefit. However, you may waive this coverage at the time you apply for retirement benefits and you may elect one of the other income options available under the Plan. To do so, you must file in writing a waiver of the joint and survivor annuity provision, and your spouse must consent to the waiver, unless your spouse cannot be located, or unless other circumstances apply as provided in regulations issued by the Secretary of the Treasury. The spouse's consent must be in writing and acknowledge the effect of the waiver. The consent will not be effective unless it is witnessed by a notary public or a Plan representative. The waiver must be filed during the 180 day period ending on the day you first begin to receive monthly benefits. You can revoke the waiver at any time before the benefits begin. The waiver requirements described in this paragraph do not apply if you have not been entitled to pay for any work performed since August 23, 1984.

Life Income Benefit

This is the normal form of retirement benefit payment under the Plan if you are a single employee. It provides a monthly benefit for your lifetime. This Plan feature goes into effect automatically when you begin receiving your monthly benefit if you are single. If you are married, you may receive this form of payment if you choose to waive the automatic 50% Joint and Survivor Benefit.

ADDITIONAL RETIREMENT BENEFIT OPTIONS

The following additional options available under the Plan may be elected by married employees who choose to waive the automatic Joint and Survivor Benefit option or single employees who choose to cancel the automatic Life Income Benefit option.

1- 50%, 66-2/3 %, 75%, or 100% Joint and Survivor

These options enable you to provide a life income to a beneficiary of your choice if you should die after you retire. If you elect one of these options, your monthly benefit is reduced for your lifetime. If you die, your beneficiary would receive 50%, 66-2/3%, 75%, or 100% of your reduced monthly benefit.

2 - Ten years Certain and Life Benefit

If you elect this option, you receive a reduced monthly retirement benefit for your lifetime while guaranteeing payments over a period of 10 years (120 months). If you die before receiving 120 payments, the remainder would be continued to your beneficiary.

3 - Other Options

You may elect to receive benefits you accrued prior to the adoption of the current form of the Plan in any other form that conforms to the terms of the Plan and would not delay the commencement of benefit payments beyond the date they would otherwise have begun. Also, if the actuarially determined value of your benefits is less than $3,500, the Administrator will distribute your benefit to you in a lump sum.

Your election of any one of the types of income option available at retirement and your designation of a beneficiary must be done in writing on a form designed for this purpose. Prior to retirement, you will be contacted by the Benefits Office to provide you with additional details about these various options. Your election of any one of the benefit options is irrevocable once you begin receiving your Plan benefit.

DEFERRED VESTED BENEFIT

A vested benefit is a benefit to which you have a non-forfeitable right. If you terminate your employment with Brown University for any reason other than retirement, death, or disability, you are entitled to a vested benefit from the Plan if you have at least five years of service at the time you leave. Your vested benefit is equal to the full value of your Accrued Benefit under the Plan as of the date of your termination.

The amount of the monthly benefit is calculated in the same manner as at normal retirement. Payment of your monthly benefit normally begins on the first of the month coincident with or next following your 65th birthday. You may choose to have your monthly benefit payments begin at age 55, provided you have at least five years of service credit. However, if you begin receiving your benefit payments prior to age 65, your benefit will be reduced in the same manner as an early retirement benefit because it is payable to you over a longer period. Also, if the actuarial value of your benefits is less than $3,500, the Administrator will distribute your benefit to you in a lump sum.

EXAMPLES OF RETIREMENT BENEFIT CALCULATIONS

Here are some examples of how your benefits would be calculated under the Plan:

I. Normal Retirement Income

Assume you have been employed since July 1, 1995, became a participant on July 1, 1996, and will retire on July 1, 2015 at age 65. At all times, you have been employed in the Facilities Management bargaining unit. The highest average compensation you received over any five Plan years during which you were a participant was $30,000.

Here is how your benefit would be determined:

1. Highest average monthly compensation during any five Plan years	$2,500.00
2. Times 1.780%	$44.50
3. Times 20 years = Monthly Single Life Retirement Benefit for your life	$890.00

II. Early Retirement Income

Assume the same compensation as in Section I above, but you retire at age 60 with 15 years of service.

Here is how your benefit would be determined:

1 .Highest average monthly compensation during any five Plan years	$2,500.00
2. Times 1.780%	$44.50
3. Times 15 years	$667.50
4. Monthly Single Life Retirement Benefit commencing at age 60 for your life (85% of #3)	$567.38

TOP HEAVY RULES

A pension plan that primarily benefits key employees is called a "top heavy" plan. Key employees are certain officers of Brown University. A plan is considered "top heavy" if the sum of the present value of accrued benefits for key employees is more than 60% of the sum of the present value of accrued benefits for all employees.

Each year, Brown University is responsible for determining whether the Plan is top heavy. Under the Plan's present eligibility rules, no key employees participate in the Plan. Therefore, it is very unlikely that the Plan will ever become top heavy. Federal laws require that you be provided with an explanation of the effects of top heavy status.

If the Plan became top heavy, then non-key employees would be entitled to certain "top heavy minimum benefits," and other special rules would apply. Among these top heavy rules are the following:

a) Instead of the Plan's five year vesting rule outlined in the section of this booklet titled "Deferred Vested Benefits", vesting would be determined by the following schedule:

Full Years of Service	Vesting Percentage
1	0%
2	20%
3	40%
4	60%
5	80%
6	100%

b) In determining benefits you are entitled to under the Plan, compensation for Plan purposes would be limited to $200,000 for any plan year beginning on or after July 1, 1984.

c) If you are a participant in more than one plan, you may not be entitled to minimum benefits under both plans.

Brown University would advise you of your rights under the top heavy Plan rules in the event that the Plan should become top heavy.

SOCIAL SECURITY BENEFITS

Social Security benefits are in addition to the benefit you receive from the Plan. Both you and Brown University contribute during your working years toward the cost of Social Security. Benefits are payable at age 65 if you were born before 1938, gradually increasing to age 67 for those born in 1960 and later. Reduced amounts are payable as early as age 62. A spouse aged 62 is entitled to a percentage of your Social Security benefit. How much you actually receive in benefits will be based on your average career earnings as defined for Social Security purposes.

Social Security also provides benefits if you are disabled or die. Social Security benefits are not automatic; you must apply for them. As you approach retirement age, contact your nearest Social Security Administration office for more information.

ADDITIONAL PLAN INFORMATION

Benefits Under Prior Plan

The Plan guarantees that if you were a participant in the Prior Plan, your Accrued Benefit under this plan will be at least as much as the benefit you would have been eligible for under the Prior Plan.

Plan Administration

The Administrator of the Plan is the Employer, Brown University. The Administrator controls the management, operation, and administration of the Plan and has responsibility for the interpretation of the Plan document and the fair treatment of all participants. The Plan is maintained pursuant to collective bargaining agreements, copies of which may be obtained by participants and beneficiaries on written request or examined at the Benefits Office.

In discharging the duties assigned to it under the Plan, the Administrator has the discretion and final authority to interpret and construe the terms of this Plan, to determine coverage and eligibility for benefits under the Plan, and to make all other determinations deemed necessary or advisable for the discharge of its duties or the administration of the Plan. The discretionary authority of the Administrator is final, absolute, conclusive, and exclusive, and binds all parties so long as it is exercised in good faith. It is specifically intended that judicial review of any decision of the Administrator be limited to the arbitrary and capricious standard of review.

You may contact the Administrator by writing to or calling:

Director of Benefits
Brown University
Box 1879
Providence, RI 02912
Phone: (401) 863-1244

Vice President of Human Resources
Brown University
Box 1879
Providence, RI 02912
Phone: (401) 863-3175

For service of legal process, you may contact:
Office of the General Counsel
Brown University
Box 1913
Providence, RI 02912
Phone: (401) 863-3122

Plan Identification

The Employer Identification Number assigned to Brown University by the Internal Revenue Service is #05-0258809. The Plan Number assigned to the Plan by Brown University under Department of Labor rules is #003.
The Plan Year begins each July 1 and ends June 30 of the next year, and all records of the Plan are kept on this basis.

Insurance Contracts and Trust Agreements

Benefits under the Plan are provided through Group Annuity Contracts U-34 and X-34 issued by Teachers' Insurance and Annuity Association- College Retirement Equities Fund, 730 Third Avenue, New York, NY 10017 and through a Trust Agreement entered into by Brown University with TIAA-CREF Trust Company, FSB as Trustee.

Annual Reports

As a participant of the Plan, you have access to information about your individual status. This includes your total benefit credited to date, whether you have earned a vested benefit, and if not, the date vesting will take place.

In accordance with the Pension Protection Act, the Plan will provide a new Defined Benefit Plan Funding Notice to participants, beneficiaries, labor unions, and the Pension Benefit Guaranty Corporation within 120 days after the end of the Plan year.

Claims Procedure

Claims for benefits from the Plan must be made in writing on forms supplied by the Administrator. Once you have filed a claim, you will be advised within 90 days as to whether your claim is approved. Should your claim be denied, you will be given:

- Specific reasons for the denial;
- Specific references to Plan provisions on which the denial is based; and/or
- Description of any additional material or information necessary for you to perfect your claim with an explanation of why such material or information is necessary, and an explanation of the Plan's review procedure.

Within 60 days following receipt of notice that your claim is to be denied, you or your duly authorized representative:

- May request a review upon written application to the Administrator;
- May review documents (by giving five days advance written notice); and/or
- May submit issues and comments to the Administrator in writing.

Within 60 days of your request for a review, the Administrator will hear the claim and render its decision in writing to you. If special circumstances occasion any additional delay, the Administrator will notify you of the delay and the special circumstances within the 60 day period. Any additional delay may not exceed 60 days beyond the end of the initial 60 day period.

Termination or Amendment of the Plan

Brown University expects to continue the Plan, but reserves the right to change or end it any time. Brown University's decision to change or end the Plan may be due to changes in law governing retirement benefits, the requirements of the Internal Revenue Code, or any other reason.

Notification with a brief explanation will be made available to you on all amendment actions. However, at no time shall any Plan amendment reduce any accrued or vested benefits of any Plan participant (except as may be permitted by the Department of Labor or applicable law) or divert any of the assets of the Plan to any purpose other than the exclusive benefit of Plan participants and their beneficiaries.

If this Plan is terminated, you will have a vested right to your Plan benefit, to the extent funded, regardless of your length of service. The amount will depend on the Plan's assets, the terms of the Plan and the benefit guarantee, if any, of the Pension Benefit Guaranty Corporation ("PBGC").

Plan assets will be shared among Plan participants and beneficiaries according to ERISA in the following order:

- Certain annuities that participants have been receiving or could have been receiving for three years prior to the Plan termination;
- Other vested benefits guaranteed by the PBGC; and
- Other vested benefits and any remaining Plan benefits.

Once your benefit has been determined, it may be paid in the form of one or more cash payments or an insurance company annuity contract which will pay you a monthly income. The exact form of payment may be set by law; if there is a choice, the Plan Administrator will decide the type and timing of payment. After all benefits have been paid and legal requirements have been met, the Plan will turn over any remaining Plan money to Brown University.

Pension Benefit Guaranty Corporation

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

1) Normal and early retirement benefits;
2) Disability benefits if you become disabled before the Plan terminates; and
3) Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

1) Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
2) Some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
3) Benefits that are not vested because you have not worked for Brown University long enough (for purposes of the PBGC guarantee, benefits that vest solely as a result of the Plan's termination are considered non-vested);
4) Benefits for which you have not met all of the requirements at the time the Plan terminates;
5) Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and
6) Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay. (Not all of these benefits or coverages are provided under this Plan.)

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from the employer. The PBGC guarantees vested benefits at the level in effect on the date of plan termination. However, if a plan has been in effect less than five years before it terminates, or if benefits have been increased within the five years before plan termination, the whole amount of the plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, DC 20005-4026, or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the Federal Relay Service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov/.

Attachment or Garnishment of Benefits

As a general rule, your interest in your Accrued Benefit may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, your creditors may not attach, garnish, or otherwise interfere with your Accrued Benefit.

However, the Administrator may be required by law to recognize obligations you incur as the result of court-ordered child support or alimony payments. The Administrator must honor a qualified domestic relations order (“QDRO”). A QDRO is defined as a decree or order issued by a court that obligates you to pay child support or alimony or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. If a QDRO is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator shall determine the validity of any QDRO it receives.

Funding Status

If the Plan becomes significantly underfunded, no further benefits will be accrued under the Plan until such time as the Plan is no longer significantly underfunded.

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 are entitled to:

Examine without charge at the Administrator's office all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions;

Obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may make reasonable charge for the copies;

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

Obtain a statement telling you whether you have a right to receive a pension at age 65, and if so, what your benefits would be at 65 if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once per year. The Administrator must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the individuals who are responsible for the operation of the Plan. The individuals who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights and duties. For instance, if you request materials from the Administrator, you must receive them within 30 days. Unless the materials were not sent because of reasons beyond the control of the Administrator, you may file suit in a federal court. In such case, the court may require the administrator to provide such materials and pay up to $100 a day until you receive the materials. 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 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, if, for example, it finds your claim to be frivolous,

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, 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 Ave., NW, Washington, DC 20210.

NOTE: This Summary Plan Description is only a summary of the Plan's major provisions. In all cases, the language of the actual Plan document shall govern.

Brown University
Dining Services and Facilities Management Employees' Pension Plan

Appendix I
Applicable Percentage for Retirement Benefit Calculations

Description of Participant	Applicable Percentage
Dining Services Bargaining Unit	
In Service After 1/1/14	1.780%
In Service After 1/1/08	1.740%
In Service After 10/12/03	1.720%
In Service After 10/12/00	1.700%
In Service After 10/12/97	1.680%
In Service After 10/12/94	1.625%
In Service After 10/12/91	1.500%
In Service After 4/30/89	1.250%
In Service After 10/31/88 and a member of the Food Services or Plant Operations Unit, Service Employees International Union, Local 134 (AFL-CIO)	1.250%
Facilities Management Bargaining Unit	
In Service as of 10/13/13	1.780%
In Service as of 1/1/10	1.760%
In Service as of 1/1/08	1.740%
In Service After 10/12/03	1.720%
In Service After 10/12/00	1.700%
In Service After 10/12/97	1.680%
In Service After 10/12/94	1.625%
In Service After 10/12/91	1.500%
In Service After 4/30/89	1.250%
In Service After 10/31/88 and a member of the Food Services or Plant Operations Unit, Service Employees International Union, Local 134 (AFL-CIO)	1.250%
In Service after 9/30/85	1.000%