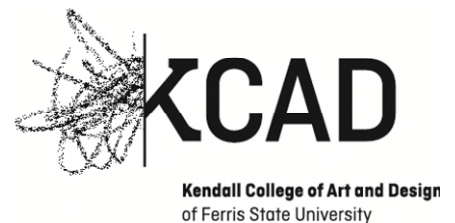




PLAN DOCUMENT

Kendall College of Art & Design of Ferris State University Section 403(b) Retirement Plan

Amended and Restated
January 1, 2020



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KENDALL COLLEGE OF ART & DESIGN OF FERRIS STATE UNIVERSITY

SECTION 403(b) RETIREMENT PLAN

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KENDALL COLLEGE OF ART & DESIGN OF FERRIS STATE UNIVERSITY

SECTION 403(b) RETIREMENT PLAN

Ferris State University ("University"), an educational organization described in Code Section 170(b)(1)(A)(ii), hereby amends and restates the Kendall College of Art & Design of Ferris State University Section 403(b) Retirement Plan.

ARTICLE 1

Establishment of Plan

1.1 Establishment of Plan.

This tax-sheltered annuity program is established by the University for the exclusive benefit of eligible Employees and their beneficiaries.

(a) Employer/University. "Employer" means the University. The University is a public school that, as described in Code Section 170(b)(1)(A)(ii), normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where educational activities are regularly carried out.

(b) Plan History. A schedule of the effective date of this plan and certain amendments may be attached.

1.2 Compliance With Law.

This benefit program is intended to continue a governmental retirement plan under the Michigan Optional Retirement Act of 1967, as amended, with respect to certain eligible Employees, and a tax-sheltered annuity program under Section 403(b) of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable Regulations issued under the Code ("Regulations"). Since this plan is maintained by a governmental entity in the State of Michigan, the plan is subject to the Public Employee Retirement System Investment Act (Act 314 of the Michigan Public Acts of 1965) ("PERSIA"). As a governmental plan, the plan is not subject to the nondiscrimination requirements of Code Section 401(a)(4) or the Employee Retirement Income Security Act of 1974 ("ERISA"). Any reference to ERISA is intended to serve as a guideline to facilitate the administration of this plan and is not intended to cause the plan to become subject to the requirements of ERISA.

1.3 Funding.

Plan assets shall be held only in annuity contracts and custodial accounts that meet the requirements for a Funding Vehicle. All such annuity contracts and custodial accounts shall be:

(a) Exclusive Benefit. Established and operated for the exclusive benefit of Participants and their beneficiaries and may not be diverted to other purposes, except that plan assets may be used to pay reasonable expenses of administration; and

(b) Incorporation by Reference. Incorporated by reference as a part of this plan as if fully set forth in this document. The provisions of this plan control when there is any inconsistency or ambiguity between the terms of this plan and the terms of the custodial account, annuity contract, or related documentation.

1.4 Effective Dates of Plan Provisions.

"Effective Date" of this restated plan means January 1, 2020, unless a provision specifies a different effective date. Each plan provision applies from its effective date until the effective date of an amendment.

Notwithstanding the Effective Date specified in the preceding paragraph, unless a provision specifies a different effective date, the provisions of this restated plan complying with the Pension Protection Act of 2006 are retroactively effective as of the first day of the Plan Year beginning after December 31, 2006, and provisions complying with final regulations under Code Section 415 are retroactively effective as of the first day of the Limitation Year beginning on or after July 1, 2007.

1.5 Application to Inactive and Former Participants.

An amendment to this plan applies to former Participants and to Participants not employed in Covered Employment on the effective date of the amendment only to the extent it amends a provision of the plan that continues to apply to those Participants or expressly states that it is applicable. Except as specified in the preceding sentence, if a Participant is not employed in Covered Employment on the effective date of an amendment, the amendment shall not become applicable to the Participant unless the Participant has an Hour of Service in Covered Employment after the effective date of the amendment.

ARTICLE 2

Definitions

Except for the following general definitions, defined terms are located at or near the first major use of the term in this plan. A table showing the location of all definitions appears immediately after the table of contents. When used as defined, the first letter of each defined term is capitalized.

2.1 Compensation.

Except as modified below and unless otherwise specified in an applicable collective bargaining agreement, "Compensation" means the total cash earnings paid to a Participant in a Plan Year for personal services performed for the Employer that are required to be reported under Code Sections 6041, 6051, and 6052 (wages, tips and other compensation as reported on Form W-2) for the Participant without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(a) Inclusions. Compensation includes:

(i) Elective Contributions. Elective contributions that are excluded from gross income by Code Sections 125, 132(f)(4), 402(g)(3) or 457(b);

(ii) Deemed 125 Compensation. Deemed 125 Compensation;

(iii) Differential Wage Payments. Differential wage payments as defined under Code Section 3401(h)(2) with respect to any period the Participant is performing Qualified Military Service; and

(iv) Compensation Paid After Employment Terminates. The following amounts paid after employment terminates provided they are paid by the later of 2 1/2 months after the date of termination or the end of the Plan Year that includes the date of termination;

(A) Regular Compensation. Regular compensation for services performed during the Participant's regular working hours, or compensation for services performed outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, provided they would have been made had the Participant continued in employment with the Employer; and

(B) Leave Cashouts. Payments made for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued.

(b) Exclusions. Compensation excludes (whether or not includable in income):

(i) Other Termination Payments. Any amounts paid after termination of employment other than those included under (a)(iv) above (including, but not limited to, lump sum or installment severance payments) even if paid by the later of 2 1/2 months after the date employment terminates or the end of the Plan Year that includes the date of termination.

(ii) Additional Exclusions for University Contributions. Only for purposes of determining University Contributions and notwithstanding (a) above, pay for opting out of health coverage, pay in lieu of unused vacation or sick leave at termination of employment, uniform allowances, mileage payments, excellence awards (such as distinguished faculty and staff awards), pay coded as bonuses, and pay for the summer session and stipends.

(c) Adjusted Annual Compensation Limit. Compensation for any Plan Year may not exceed the Annual Compensation Limit. "Annual Compensation Limit" means \$285,000 (as adjusted under Code Section 401(a)(17)(B) for calendar years beginning after December 31, 2020).

2.2 Employer Contributions.

"Employer Contributions" means Elective Contributions and University Contributions, as the context may require.

2.3 Hour of Service.

(a) Generally. "Hour of Service" means each hour that an Employee is directly or indirectly paid or entitled to be paid by the Employer for the performance of duties during the applicable period. These hours will be credited for the period in which the duties are performed.

(b) Back Pay. Hours of Service include each hour for which back pay, irrespective of mitigation of damages, is awarded or agreed to by the Employer. Back pay hours shall be credited to the Employee for the period or periods to which the award or agreement pertains.

(c) No Duties Performed. For all purposes under this plan, an Employee shall be credited with the first 501 Hours of Service for which the Employee is directly or indirectly paid or entitled to be paid by the Employer (including back pay) for each single period of absence from work, even if no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military service, leave of absence, or other similar reasons, even if employment terminates. However, an Employee is not

required to be credited with Hours of Service for periods in which no duties are performed if the Employee is compensated solely as required by worker's compensation, unemployment compensation, or disability insurance laws. Hours described in this subsection (c) shall be credited to the Employee for the period in which payment is made or amounts payable to the Employee become due.

(d) Qualified Military Service. If an Employee enters Qualified Military Service and returns to employment with the Employer, the Employee shall be credited with Hours of Service for the hours the Employee would have been scheduled to work during the period of Qualified Military Service.

(i) Definition of Qualified Military Service. "Qualified Military Service" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty. For purposes of this definition, a uniformed service means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, or any other category of persons designated by the President in time of war or national emergency.

(ii) Qualification/Reemployment. To qualify for this credit, the Employee must return to employment with the University in accordance with and within the time limits established by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") (Chapter 43 of Title 38 of the United States Code).

(e) No Duplication. There shall be no duplication in the crediting of Hours of Service. An Employee shall not be credited with more than one Hour of Service for each hour paid at a premium rate.

(f) Additional Hours. The Administrator may adopt additional written, uniform, and nondiscriminatory rules that credit more Hours of Service than those required under the rules set forth in this section.

2.4 Participating Compensation.

For purposes of University Contributions, "Participating Compensation" means the Participant's Compensation for services while a Participant in Covered Employment during a Plan Year, not including Compensation earned prior to the Participant's Entry Date.

2.5 Person.

"Person" means an individual, committee, proprietorship, partnership, corporation, trust, estate, association, organization, or similar entity.

2.6 Plan Year.

"Plan Year" means the 12-month period beginning each January 1.

2.7 Related Employer.

"Related Employer" means (i) each corporation, other than the Employer, that is a member of a controlled group of corporations, as defined in Code Section 414(b), of which the Employer is a member; (ii) each trade or business, other than the Employer, whether or not incorporated, under common control of or with the Employer within the meaning of Code Section 414(c); (iii) each member, other than the Employer, of an affiliated service group, as defined in Code Section 414(m), of which the Employer is a member; and (iv) any other entity permitted or required to be aggregated with the Employer by Regulations under Code Section 414(o) or Regulations Section 1.414(c)-5. An entity shall not be considered a Related Employer for any purpose under this plan during any period it is not described in (i), (ii), (iii), or (iv) in the preceding sentence. The Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23.

2.8 Total Disability.

"Total Disability" means a physical or mental condition as a result of which the Participant has been absent and unable to perform the Participant's duties of employment at the University for at least one year. To qualify, the Participant's Total Disability must meet one of the following conditions:

(a) Code Section 72(m) Definition. The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration;

(b) Participants Covered by University Plan. The Participant has been approved to receive disability benefits under a long-term disability program sponsored by the University; or

(c) Participants Not Covered by University Plan. If the Participant is not covered under a University-sponsored long-term disability program, two or more physicians (chosen or approved by the University) certify that Total Disability exists.

2.9 Valuation Date.

"Valuation Date" means each business day of the Plan Year and any other date specified as a Valuation Date by the Administrator when the assets of the plan are valued at their current fair market value in accordance with a method consistently followed and uniformly applied in accordance with the Code and applicable Regulations.

ARTICLE 3

Eligibility to Participate

3.1 Eligibility Requirements.

The eligibility requirement for participation in this plan with respect to Elective Contributions is completion of one Hour of Service. With respect to University Contributions, the eligibility requirement for an Employee who is subject to the terms of a collective bargaining agreement is completion of two Years of Eligibility Service and for all other Employees the eligibility requirement is completion of one Hour of Service. An Employee in Covered Employment shall become a Participant ("Participant") with respect to the applicable Employer Contributions on the first Entry Date following the date the Employee satisfies the eligibility requirements.

(a) Employee. "Employee" means an individual who is a common-law employee of the Employer or a Related Employer and who receives compensation for personal services to the Employer or a Related Employer.

(b) Entry Date. "Entry Date" with respect to Elective Contributions means the first administratively feasible payroll date. With respect to University Contributions, "Entry Date" means the first day of each month for Employees who are subject to the terms of a collective bargaining agreement and the first administratively feasible payroll date for all other Employees.

(c) Year of Eligibility Service. "Year of Eligibility Service" means completion of at least 1,000 Hours of Service during an Eligibility Period. All full-time ranked tenure-track or tenured faculty members (other than adjunct faculty members) will be deemed to have satisfied the 1,000-hour requirement (to the extent applicable).

(d) Eligibility Period. "Eligibility Period" means each 12-month period beginning on the date the Employee first has an Hour of Service or on an anniversary of that date. For an Employee who is rehired after a termination of employment, Eligibility Periods begin on the date the Employee has an Hour of Service due to reemployment and on anniversaries of that date.

3.2 Requirement of Covered Employment.

An Employee must be in Covered Employment to participate in this plan. If an Employee is not employed in Covered Employment on the applicable Entry Date, the Employee will become a Participant on the first subsequent day on which the Employee has an Hour of Service in Covered Employment.

"Covered Employment" means:

(a) Elective Contributions. For Elective Contributions, all employment with the University and any Related Employer except:

(i) Deferral Election Under Other Plan. Employment in a position that is primarily assigned to the Ferris State University campus in Big Rapids, Michigan, or at another University location (other than the Kendall College campus in Grand Rapids, Michigan) and that is eligible to make a deferral election under the Ferris State University Section 403(b) Retirement Plan;

(ii) Nonresident Alien. Employment as a nonresident alien with no earned income from sources within the United States; or

(iii) Students. Employment as a student performing services described in Code Section 3121(b)(10).

(b) University Contributions. For University Contributions, all employment with the University except the classifications excluded under (a) above and the additional classifications described below.

(i) Related Employer. Employment with a Related Employer.

(ii) Union. Employment in a unit of employees covered by a collective bargaining agreement under which the University has engaged in good faith negotiations about retirement benefits unless, and to the extent, such bargaining results in participation in this plan. The eligibility of an Employee whose employment is subject to a collective bargaining agreement is based on the negotiations between the University and the bargaining representative of that collective bargaining unit. For purposes of this plan, a collective bargaining agreement shall be deemed to continue after its expiration date, during collective bargaining negotiations, pending the execution of a new agreement. Any modification to the collective bargaining agreement that affects the terms of this plan shall be treated as an amendment to this plan unless, and until, it is implemented by a separate amendment. The only union with members currently participating in the plan is the Kendall Faculty Association/Michigan Education Association/National Education Association and its current collective bargaining agreement expires on August 20, 2022.

(iii) MPERS Election. Employment as a full-time member of the faculty or administrative staff of the Employer whose position requires the performance of professional services in the discharge of the educational or administrative functions of the Employer, as described in Section 38.382 of the Michigan Compiled Laws, if within 90 days (or such longer or shorter period required by law or the Act) after the Employee completes one Hour of Service, the Employee elects to become a member of the Michigan Public School Employees Retirement System (MPERS) or any other retirement program provided by the Michigan Public School Employees' Retirement Act. An Employee's election to become a participant in MPERS shall be made on a form acceptable to the Employer and shall be irrevocable. A failure to complete an election within the applicable period shall be deemed an election to become a participant in MPERS.

(iv) Reclassified Employees. Any individual who is classified by the University as other than an Employee even if it is later determined that the classification is not correct.

3.3 Participation Rules.

(a) Commencement of Participation for Employee Subject to MPERS Election. If an Employee in Covered Employment is eligible to become a member of MPERS, but instead, elects to become a Participant in this plan within the applicable election period, contributions to this plan will commence as soon as administratively feasible following the date the Employee's election has been filed and accepted by the Administrator, however, any such contributions shall include the Employee's period of eligibility prior to the date of the election.

(b) Termination of Participation. Participation shall terminate upon the earlier of the date the Participant is not an Employee and has been paid the full amount due under this plan or the date of the Participant's death.

(c) Reemployment. A former Participant shall become a Participant immediately upon completion of one Hour of Service in Covered Employment, unless otherwise provided by the Act.

(d) Transfer. The following rules apply to an Employee who transfers to or from Covered Employment under this plan.

(i) Transfer From Covered Employment. If a Participant transfers to a position with the Employer or a Related Employer that results in the Participant ceasing to be employed in Covered Employment under this plan, the Participant will receive contributions under this plan based solely on service and Compensation with the University prior to the date of the transfer. The Participant's account will continue to share in investment gains or losses under this plan as long as the account remains part of the

plan, however, the Participant will not share in any Employer Contributions based on service or compensation earned subsequent to the transfer.

(ii) Transfer to Covered Employment. If an Employee transfers from employment with the Employer or Related Employer not covered by this plan to Covered Employment, the Employee's eligibility to participate in the plan shall be determined in accordance with the provisions of this plan taking into account the service earned by the Employee prior to the transfer.

ARTICLE 4

Contributions and Rollovers

4.1 Authorized Contributions.

The following contributions are permitted or required for a Plan Year.

(a) Participant Contributions. A Participant shall determine whether to have an Elective Contribution, including any Catch Up Contribution, made by the University for the Participant and the amount of the contribution.

(b) University Contributions. The Employer will make a University Contribution for each Plan Year.

(c) Restoration of Forfeiture. When restoration of a forfeiture is required under Article 6 and current forfeitures and earnings applied for that purpose are insufficient, the Employer shall contribute the necessary additional amount.

4.2 Participant Contributions.

(a) Elective Contributions. A Participant may elect to reduce the Participant's allowable compensation by payroll deductions. The Employer shall contribute a corresponding amount on behalf of the Participant. Employer Contributions corresponding to a Participant's payroll deductions are "Elective Contributions."

(i) Pre-Tax. Elective Contributions, including Catch Up Contributions, shall be made on a pre-tax basis and will not be subject to income tax at the time contributed to this plan.

(ii) Limit on Contributions. A Participant's Elective Deferrals (including Elective Contributions under this plan) for a calendar year shall not exceed the Elective Deferral Limit.

(A) Amount of Limit. "Elective Deferral Limit" means \$19,500 for the calendar year beginning January 1, 2020. The "Elective Deferral Limit" for subsequent calendar years shall be determined under Code Section 402(g), adjusted under Code Section 415(d) as of the beginning of the calendar year.

(B) Elective Deferrals. "Elective Deferrals" means the Elective Contributions made for the Participant under this plan and as to other plans, any other portion of the Participant's income deferred and excluded from current taxation under Code Sections 401(k) (a qualified cash or deferred arrangement); 402A (a qualified Roth contribution program); 408(k)(6) (a simplified employee pension plan); 403(b) (a tax-sheltered annuity); 408(p)(2)(A)(ii) (a SIMPLE retirement plan); or 501(c)(18) (a pre-June 25, 1959, employee contributions only plan). In applying the limit, all of the Participant's Elective Deferrals for the calendar year shall be aggregated.

(b) Catch Up Contributions. A Participant who has attained, or will attain, age 50 before the end of a calendar year is eligible, as of January 1 of that year, to make Catch Up Contributions in accordance with, and subject to the limitations of, Code Section 414(v) and Regulations.

(i) Determination/Definition. "Catch Up Contributions" are Elective Contributions made by an eligible Participant that exceed the Statutory Limit or an Employer-Provided Limit (collectively, the "Applicable Limits").

(A) Statutory Limit. "Statutory Limit" means a limit on Elective Deferrals or Annual Additions imposed by Code Section 401(a)(30) (Code Section 401(k) deferral limit), 402(h) (simplified employee pension plan deferral limit), 403(b) (Elective Deferral Limit), 408 (individual retirement account deferral limit, including a SIMPLE plan), 415(c) (Annual Additions limit), or 457(b)(2) (governmental and tax-exempt deferred compensation plan limit without regard to Code Section 457(b)(3)).

(B) Employer-Provided Limit. "Employer-Provided Limit" means the limit on Elective Contributions established by the Administrator.

(ii) Limit on Catch Up Contributions. Catch Up Contributions for a calendar year shall not exceed the Catch Up Limit. "Catch Up Limit" means \$6,500 for the calendar year beginning January 1, 2020. The "Catch Up Limit" for subsequent calendar years shall be determined under Code Section 414(v), adjusted under Code Section 415(d) as of the beginning of the calendar year.

(iii) Additional Determination Rules.

(A) Amount. To determine the amount in excess of an Applicable Limit, the Participant's total Elective Deferrals for the Plan Year are compared with the Applicable Limit for that Plan Year. If an Applicable Limit is determined on the basis of a year other than the Plan Year, the determination is made on the basis of such other year.

(B) Timing. For purposes of determining when contributions in excess of an Applicable Limit are Catch Up Contributions, the determination is made as of the last day of the Plan Year except that if the Applicable Limit is the Code Section 415(c) limit on Annual Additions, the determination is made as of the last day of the Limitation Year, and if the Applicable Limit is based on the Participant's taxable year, the determination is made at the time the contributions are made.

(C) Limitation. Amounts in excess of an Applicable Limit are treated as Catch Up Contributions only to the extent that such excess amounts, combined with amounts previously treated as Catch Up Contributions for the calendar year, do not exceed the Catch Up Limit for the year.

(D) Aggregation. All plans of the Employer and any Related Employer (other than eligible Code Section 457(b) governmental plans) are treated as one plan for purposes of determining the amount of the Participant's Catch Up Contributions and in applying the Catch Up Limit.

(E) Treatment. Catch Up Contributions are treated as Elective Contributions except that a Catch Up Contribution is not subject to the Elective Deferral Limit and shall not be included as an Annual Addition.

(c) Payroll Deductions. The Administrator shall adopt rules for payroll deductions and shall specify any applicable minimum or maximum rates or amounts. Absent specific rules established by the Administrator to the contrary, any election to authorize, modify, suspend, or resume payroll deductions from the Participant's allowable compensation shall be subject to the following provisions.

(i) Timing. The election shall be made within a reasonable time before the election is to be effective.

(ii) When Effective. A Participant may make a new election or change a prior election at any time. The election shall continue in effect until modified or until the Participant is no longer an Employee. A Participant may suspend payroll deductions at any time. The election shall be effective for the first administratively feasible payroll period following the election.

(iii) Allowable Compensation. Notwithstanding anything in this section or the plan to the contrary, for purposes of determining Elective Contributions, the contributions corresponding to a Participant's payroll deductions may only apply against amounts that are, or could be, considered compensation under Code Section 415(c)(3) and Regulations Section 1.415(c)-2. For purposes of determining the type of allowable compensation from which Elective Contributions may be made, a Participant's compensation generally shall be determined under Section 2.1, however, for purposes of determining the compensation from which Elective Contributions may be made, the Administrator may elect not to apply the Annual Compensation Limit to the Participant's compensation and/or not to apply the election to amounts paid in a form other than cash.

In no event shall the Participant's Elective Contributions be more than the Participant's Compensation for the Plan Year.

(iv) Insufficient Compensation. If the amount of compensation payable to a Participant in any paycheck is insufficient (after all authorized or legally required payroll deductions) to permit making the full Elective Contribution for the pay period, the Administrator may suspend Elective Contributions until the next pay period for which sufficient compensation is available to make the full Elective Contribution. Elective Contributions that are suspended shall not be made up in subsequent pay periods.

4.3 University Contributions.

On a payroll period basis, the Employer will make an "University Contribution" on behalf of each eligible Participant to the applicable Funding Vehicle or Vehicles elected by the Participant in the amount determined below. Except as provided in an applicable collective bargaining agreement, the rate of contributions to this plan will be determined by the University separately for each class of Participants identified below and is subject to change at the discretion of the University.

(a) Amount Generally. Except as provided in an applicable collective bargaining agreement, the contribution for each Participant not covered under (b) or (c) below is 12% of the Participant's Participating Compensation. If a Participant who was covered under (b) below terminates employment and is subsequently reemployed by the University in Covered Employment, the contribution for all periods of employment following the Participant's date of reemployment will be determined under the preceding sentence and will not be determined under (b) below.

(b) Prior to September 1, 2002. Except as provided in (a) above, the contribution for a Participant who had commenced participation in the Kendall College of Art & Design of Ferris State University Faculty Members' Defined Contribution Retirement Plan or the Kendall College of Art & Design of Ferris State University Administrative and Staff Defined Contribution Retirement Plan and attained age 55 before September 1, 2002, is 15% of the Participant's Participating Compensation.

(c) Part-Time Classifications and Adjunct and Term Appointment Faculty. A Participant who is classified as part-time or who is an adjunct faculty and/or term appointment faculty member is not eligible to receive a contribution. The University Contribution for each Participant described in the preceding sentence is zero.

4.4 Make-Up Contributions Under USERRA.

A Participant who returns from Qualified Military Service to employment with the Employer within the time limits established by USERRA is entitled to make up contributions the Participant could have made and to receive an allocation of contributions

the Participant would have received if the Participant had been employed by the Employer during the period of Qualified Military Service. Make-up contributions required by USERRA are treated as having been made in the Plan Year for which they are made and shall not be subject to the applicable plan contribution limits for the Plan Year in which the contributions are actually made.

(a) Make-Up Contributions.

(i) Elective Contributions. A Participant may elect to have additional Elective Contributions made in accordance with Section 4.2 beginning on the date of the Participant's reemployment and extending five years or, if less, three times the period of the Participant's Qualified Military Service. Additional Elective Contributions shall not exceed the amount that would have been permitted under this plan if the Participant had continued to be employed by the Employer during the period of Qualified Military Service minus the Participant's Elective Contributions actually made during such period, if any.

(ii) University Contributions. As soon as administratively feasible after the Participant's reemployment, the Employer shall contribute to this plan, and allocate to the Participant's accounts, the University Contributions that the Participant would have received but for the period of Qualified Military Service. The Employer shall not be required to make up the allocation of any forfeiture that occurred during the period of Qualified Military Service.

(b) Compensation. For purposes of determining the amount of make-up contributions under (a) above, the Participant shall be treated as receiving compensation from the University at the rate of pay the Participant would have received during the period of Qualified Military Service. If the Participant's compensation during the period of Qualified Military Service cannot be determined with reasonable certainty, the Participant's compensation shall equal the Participant's average compensation from the University for the 12-month period immediately preceding the Qualified Military Service (or, if shorter than 12 months, the period of employment immediately preceding the Qualified Military Service).

(c) No Investment Experience. No investment experience shall be credited on make-up contributions for any period prior to the date the contributions are actually made.

4.5 Rollovers and Transfers.

The Funding Agent may accept and administer an amount that is either a direct transfer from another Code Section 403(b) plan or a qualifying rollover for an Employee who is a Participant in accordance with the following provisions.

(a) Authorized Amounts. The amount must not include after-tax employee contributions and must be either:

(i) Plan-to-Plan Transfer. A direct plan-to-plan transfer of funds held under another Code Section 403(b) plan that is not a qualifying rollover (as described in (ii) below) and which complies with Regulations Section 1.403(b)-10(b)(3) and Section 11.3, or

(ii) Qualifying Rollover. A rollover amount, including a direct rollover, that the Administrator reasonably concludes is a qualifying rollover from the following eligible plans:

(A) Qualified Plan. A qualified plan under Code Section 401(a) or an annuity plan under Code Section 403(a); or

(B) Annuity Contract. An annuity contract, custodial account, or retirement income account under Code Section 403(b).

(b) Return of Improper Amount. The Administrator shall require such information from the Employee as deemed necessary to ensure the amounts accepted under this provision meet the requirements of this section and the Code. If an amount is accepted and is later determined that it was not a qualifying rollover, the amount, plus any earnings and minus any losses, shall be distributed to the Employee immediately.

4.6 Additional Contribution Provisions.

The Employer shall identify the type and amount of each contribution for a Plan Year by written communication to the Funding Agent on or before the date final allocations are performed under Article 5. If property other than cash is contributed, the property shall be valued at fair market value at the time of contribution.

(a) Timing. Unless otherwise required by the Code and Regulations, the Employer may make an Employer Contribution at such times as the University in its sole discretion determines. If the Employer makes a contribution for a Plan Year after the close of that Plan Year, the Employer will designate to the Funding Agent the Plan Year for which the contribution is being made. Any amount withheld from a Participant's Compensation for contribution to this plan shall be paid to the Funding Agent as soon as administratively feasible, but not later than the 15th business day of the month following the month in which the amounts are withheld from the Participant's Compensation or such other time prescribed by Regulations.

(b) Limits on Contributions. Contributions are subject to the limits stated in Article 5.

(c) Return of Employer Contributions. Employer Contributions may be returned to the Employer in accordance with the following provisions.

(i) Mistake of Fact. Part or all of any Employer Contribution made by mistake of fact shall be returned to the Employer, upon demand, within one year after payment of the contribution.

(ii) Amount. The amount that may be returned shall be determined as of the Valuation Date coinciding with or most recently preceding the date of repayment. The amount shall be the excess of the amount contributed over the amount that would have been contributed if the mistake of fact had not occurred. Earnings attributable to the excess amount shall not be returned. Losses attributable to the excess amount shall reduce the amount returned. The amount returned shall not reduce a Participant's account to less than the account balance would have been on the applicable Valuation Date had the excess amount not been contributed.

ARTICLE 5

Allocations/Limits

5.1 Accounts.

The Administrator shall establish at least one account for each Participant. Accounts are maintained for the purpose of recording contributions made on behalf of a Participant and any income, expenses, gains, or losses attributable to those contributions, and other appropriate credits and charges.

(a) Separate Accounts. The Administrator shall maintain as many accounts, or subaccounts, as necessary to reflect a Participant's interest under this plan. A Participant may have any, or all, of the accounts specified below. The Administrator may establish other accounts (or subaccounts) as it deems necessary for the proper administration of this plan.

(i) Elective Contributions Account. "Elective Contributions Account" is an account that is credited with the Participant's Elective Contributions, including any Catch-Up Contributions.

(ii) University Contributions Account. "University Contributions Account" is an account that is credited with University Contributions and forfeitures, if any, allocated to the Participant.

(iii) Rollover Account. "Rollover Account" is an account that is credited with qualifying rollover amounts voluntarily rolled to this plan and accepted on behalf of a Participant under Section 4.5(a)(ii). The Administrator may maintain one account for all rollovers or separate subaccounts for each type of rollover.

(iv) Transfer Account. "Transfer Account" is an account that is credited with amounts involuntarily transferred directly to this plan on behalf of a Participant from another Code Section 403(b) plan under Section 4.5(a)(i). Unless otherwise required to comply with Regulations Section 1.403(b)-10(b)(3) and Section 11.3, assets transferred to this plan on behalf of a Participant as a result of a merger or transfer of plan assets shall be credited to the appropriate contributions account under this plan and shall not be credited to a separate Transfer Account for the Participant.

(b) Accounting Only. Separate accounts shall be maintained for accounting purposes only and shall not require separate investment of amounts allocated to separate accounts except as specified under Article 9.

(c) Consolidation. Separate accounts shall not be required if (i) the separation is not necessary for compliance with any requirement of the Code and Regulations; (ii) the consolidation would not deprive a Participant of any tax or transfer opportunity; and (iii) the accounts are subject to the same vesting schedule or are fully vested.

5.2 Allocations.

The contributions to this plan shall be allocated to each Participant's accounts as follows:

(a) University Contribution.

(i) Eligibility. A Participant will be eligible for a University Contribution for each payroll period in which the Participant is employed in Covered Employment for that payroll period. Notwithstanding the preceding sentence, the University Contribution for each Participant who is subject to a collective bargaining agreement is contingent on collective bargaining negotiations and may change from time to time in accordance with the collective bargaining agreement that applies to the Participant.

(ii) Allocation. The University Contribution shall be allocated to the University Contributions Account of each eligible Participant in the amount determined under Article 4.

(b) Elective Contributions. The Elective Contributions, including Catch Up Contributions, made on behalf of a Participant shall be allocated to the Participant's Elective Contributions Account.

(c) Restoration of Forfeiture. If a forfeited amount is required to be restored under Article 6, that amount shall be allocated to the account from which the amount was forfeited.

5.3 Forfeitures.

Forfeitures shall be allocated first to restore any forfeited amounts that are required to be restored under Article 6. Any remaining forfeitures shall be applied to reduce any administrative expenses incurred in the operation and administration of this plan and/or to reduce the next Employer Contribution and allocated as part of that Employer Contribution. If the amount of the forfeitures exceeds the amount of plan expenses and any Employer Contribution for the applicable Plan Year, or there are no University Contributions to offset, the remaining forfeitures shall be allocated as an additional Employer Contribution.

(a) Timing. Forfeitures shall occur as of the dates specified in Article 6. Any forfeiture that occurs during a Plan Year shall be applied as of the first administratively feasible Valuation Date following the date of the forfeiture, but in no event may the forfeiture be applied later than the end of the Plan Year following the Plan Year in which the forfeiture occurred.

(b) Limitation on Allocation. Forfeitures shall not be allocated to the account of any forfeiting Participant.

5.4 Allocation of Earnings, Losses, and Expenses; Revaluation of Assets.

Participants' accounts shall have a pro rata interest in the assets of the plan except to the extent that all or part of an account is commingled with other accounts for separate investment or is separately invested. Accounts commingled for separate investment shall have a pro rata interest in the separate investments of those accounts.

(a) Allocation Balance. A Participant's "Allocation Balance" as of the Valuation Date means the Participant's account balance as of the preceding Valuation Date with adjustments. The adjustments are as follows:

(i) Contributions Paid During Plan Year. The Administrator may choose to take into account particular types of contributions after the preceding Valuation Date on a uniform, nondiscriminatory basis.

(ii) Reductions. The account balance as of the preceding Valuation Date shall be reduced by the amount of each withdrawal, distribution, or transfer from, separate investment of, or debit or charge (not included in investment experience) to, the account after the preceding Valuation Date.

(b) Determination of Investment Experience. As soon as administratively feasible after each Valuation Date, and as of that date, the Administrator shall compute the aggregate investment experience by:

(i) Earnings/Gains. Determining any net earnings and any net realized gain from the disposition of plan assets since the preceding Valuation Date;

(ii) Losses/Charges. Determining any net realized loss and all proper expenses of, and charges against, plan assets since the preceding Valuation Date;

(iii) Unrealized Appreciation/Depreciation. Revaluing the assets at market value; and

(iv) Credit/Charge. Aggregating the earnings, losses, expenses, and unrealized appreciation or depreciation.

(c) Allocation of Investment Experience. If forfeitures are insufficient to restore forfeited amounts required to be restored under Article 6, investment experience may be allocated first for that purpose. The aggregate remaining investment experience shall be allocated to each Participant by multiplying the investment experience by a fraction. The numerator of the fraction shall be the Participant's Allocation Balance. The denominator shall be the aggregate Allocation Balances of all Participants.

(d) Resulting Account Balance. The Participant's account balance as of the Valuation Date shall be the Participant's account balance as of the preceding Valuation Date plus investment experience allocated under (c) above, plus the Employer Contribution and other amounts to be allocated as of the Valuation Date, less the amount of all debits or charges (not included in investment experience) to, or withdrawals, transfers, distributions, or forfeitures from, the account as of that date.

(e) Fees and Expenses.

(i) Generally. The Administrator may allocate all or any portion or none of the expenses of the plan or Funding Vehicle to the Participants' accounts. When allocating expenses to the accounts of Participants, the Administrator may allocate such expenses using any reasonable method. Such methods include, but are not limited to, allocating expenses on a pro rata basis (by including the expenses in the aggregate investment experience allocated in (c) above) and/or a per capita basis (by charging a flat dollar amount to each Participant's account under (a)(ii) above) and/or one or more of the methods described below.

(ii) Separate Investment. If plan assets are separately invested, the rules for allocation of fees and expenses shall be applied separately to each separately invested portion of the plan, except that the Administrator shall direct the extent to which the Funding Agent shall pay from the separately invested portion of the plan the fees, expenses, and special charges that result from the separate investment.

(iii) Direct Expenses. The Administrator may charge a Participant's accounts for any reasonable expenses directly attributable to those accounts, including, but not limited to, distribution, loan, and special investment fees. In addition, all expenses

resulting from reasonable efforts to locate or determine the proper recipient of a distribution shall be charged to the affected accounts, when directed by the Administrator, on a uniform, nondiscriminatory basis for all Participants. Direct expenses include, without limitation, expenses resulting from legal proceedings, including those related to a DRO. Expenses of legal proceedings which are initiated by a Participant or Beneficiary against this plan, the Funding Agent, or another plan fiduciary, other than expenses incurred in obtaining a DRO and the Administrator's approval of the DRO, shall be charged to the Participant's accounts only if the Participant or Beneficiary fails to prevail in the legal proceeding.

(iv) Terminated Participant's Accounts. If a Participant's employment terminates and the Participant has not elected distribution of the Participant's accounts, the Administrator may charge reasonable fees, expenses, or special charges attributable to the Participant's accounts that remain in the plan, on a uniform nondiscriminatory basis for all Participants, whether or not the Administrator charges expenses to the accounts of Participants who continue to be employed. The Administrator may charge these expenses even if it will result in reduction of the Participant's accounts to zero or in the Participant not receiving a distribution from this plan; provided, however, that if the expenses exceed the total amount of the Participant's accounts, the Administrator will not charge the Participant outside of the plan for the excess expenses.

(f) Limited Allocation For Alternate Valuation Dates. If a Valuation Date is other than the last day of the Plan Year, the Administrator may limit determination and allocation of investment experience in a nondiscriminatory manner to any separate portion of the assets or to any separate account or accounts.

(g) Cash Basis and Daily Valuation. Alternatively, and notwithstanding other allocation dates and requirements for other purposes in this plan, all amounts may be credited for the purpose of allocating investment experience, and investment experience may be determined and allocated, pursuant to any consistent, nondiscriminatory cash basis accounting procedure or daily valuation system (with cash basis accounting) approved by the Administrator.

(h) Revenue. Effective December 1, 2016, revenue generated by the investment of plan assets (including, but not limited to 12b-1 fees, sub transfer agency fees or shareholder servicing fees) may be allocated as the Administrator determines, in its sole discretion, as additional investment experience, per capita to each Participant, to pay or offset administrative expenses incurred in the operation and administration of this plan, or in any other nondiscriminatory manner determined by the Administrator.

5.5 Limitation on Annual Additions.

The total Annual Additions for a Participant for any Limitation Year shall not exceed the Maximum Annual Contribution. A contribution must be credited to a Participant's

account and made within the time period specified under Regulations Section 1.415(c)-1(b)(6) to be included as an Annual Addition for a Limitation Year.

(a) Maximum Annual Contribution. The "Maximum Annual Contribution" for a Limitation Year is the lesser of the Defined Contribution Dollar Limit or the Percentage Limit.

(i) Defined Contribution Dollar Limit. For Limitation Years beginning on or after January 1, 2020, "Defined Contribution Dollar Limit" means \$57,000, as adjusted under Code Section 415(d).

(ii) Percentage Limit. "Percentage Limit" means 100% of the Participant's Includible Compensation for the Limitation Year.

(b) Annual Additions. "Annual Additions" for a Participant for a Limitation Year means the sum of:

(i) Employer Contributions and Forfeitures. The Participant's share of Employer contributions (including Elective Contributions and allocations under a simplified employee pension) and forfeitures;

(ii) After-Tax Employee Contributions. The Participant's after-tax employee contributions;

(iii) Post-Retirement Medical Benefits Account. For purposes of the Defined Contribution Dollar Limit and for Limitation Years beginning after December 31, 1985, amounts allocated to the separate post-retirement medical benefits account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e);

(iv) Individual Medical Benefits Account. For purposes of the Defined Contribution Dollar Limit, contributions allocated for Limitation Years beginning after March 31, 1984, to an individual medical benefits account in a pension or annuity plan, as defined in Code Section 415(l)(2);

(v) Excess Deferrals. For the Limitation Years during which these amounts were contributed, Excess Deferrals that are not distributed to a Participant by the first April 15th following the end of the Participant's taxable year;

(vi) Excess Annual Addition Applied. An Excess Annual Addition from a preceding Limitation Year applied to reduce employer contributions for the current Plan Year; and

(vii) Other Plans. Contributions to the defined contribution plan of any employer that is controlled by the Participant as described in (f)(ii) below.

(c) Includible Compensation. Except as modified below, "Includible Compensation" means an Employee's compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code Section 911 relating to United States citizens or residents living abroad) for the most recent period that is a Year of Credited Service.

(i) Inclusions. Includible Compensation includes:

(A) Elective Contributions. Elective contributions that are excluded from gross income by Code Sections 125, 132(f)(4), 402(g)(3) or 457(b);

(B) Deemed Section 125 Compensation. Elective contributions for payment of group health coverage that are not available to a Participant in cash because the Participant is unable to certify to alternative health coverage but only if the Employer does not request or collect information regarding the Participant's alternative health coverage as part of the enrollment process for the group health plan ("Deemed 125 Compensation");

(C) Differential Wage Payments. Differential wage payments as defined under Code Section 3401(h)(2) made on or after January 1, 2009, with respect to any period the Participant is performing Qualified Military Service; and

(D) Compensation Paid after Employment Terminates. The following amounts paid after employment terminates provided they are paid by the later of 2 1/2 months after the date of termination or the end of the Limitation Year that includes the date of termination:

(1) Regular Compensation. Regular compensation for services performed during the Participant's regular working hours, or compensation for services performed outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, provided they would have been made had the Participant continued in employment with the Employer;

(2) Leave Cashouts. Payments made for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued; or

(3) Deferred Compensation. Payments made pursuant to a nonqualified unfunded deferred compensation plan that would have been paid at the same time had employment continued, but only to the extent the payment is includible in the Participant's gross income.

(ii) Exclusions. Includible Compensation excludes:

(A) Ineligible Employer. Amounts received during a period when an employer (other than an employer controlled by the Participant as described in (f)(ii)

below) is not an eligible employer within the meaning of Code Section 403(b) and Regulations Section 1.403(b)-2(b)(8); and

(B) Other Termination Payments. Any amounts paid after termination of employment other than those included under (i)(D) above (including, but not limited to, lump sum or installment severance payments) even if paid by the later of 2 1/2 months after the date employment terminates or the end of the Limitation Year that includes the date of termination.

(iii) Determination. Includible Compensation shall be determined under Code Section 403(b)(3) and Regulations including, but not limited to, the following rules.

(A) Annual Compensation Limit. Includible Compensation shall not exceed the Annual Compensation Limit.

(B) Community Property Laws. The amount of Includible Compensation is determined without regard to community property laws.

(C) Estimation. Until Includible Compensation is actually determinable, the Employer may use a reasonable estimate of Includible Compensation. As soon as administratively feasible, actual Includible Compensation shall be determined.

(D) Deemed Compensation. To the extent directed by the Administrator for the purpose of determining the Maximum Annual Contribution:

(1) Former Employee. A former Employee shall be deemed to have monthly Includible Compensation for the period through the end of the taxable year in which employment terminated and through the end of each of the next five taxable years. The monthly amount shall be equal to one-twelfth of the former Employee's Includible Compensation during the former Employee's most recent Year of Credited Service.

(2) Disabled Participant. Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)) is the compensation the Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

(d) Year of Credited Service. "Year of Credited Service" means a complete year during which the Employee is a full-time employee of the Employer or a Related Employer that has adopted the plan.

(i) Partial Year. An Employee shall also be credited with a partial Year of Credited Service based on a fraction of a year (determined in accordance with Code Section 403(b) and Regulations Section 1.403(b)-4(e)) for each complete year during which the Employee is a part-time employee of the Employer or a Related Employer that

has adopted the plan and for each part of a year during which the Employee is a full-time or part-time employee of the Employer or a Related Employer that has adopted the plan.

(ii) Work Period. A Year of Credited Service is based on the Employer's annual work period, not the Employee's taxable year. In general, the number of Years of Credited Service for an Employee equals the aggregate number of annual work periods during which the Employee is employed by the Employer or a Related Employer.

(e) Limitation Year. "Limitation Year" means the Plan Year.

(i) Change. If the Limitation Year is amended to a different 12-month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is effective.

(ii) Short Limitation Year. If there is a short Limitation Year, the Defined Contribution Dollar Limit shall be multiplied by a fraction. The numerator of the fraction is the number of months in the short Limitation Year and the denominator is 12.

(iii) Controlled Employer. Notwithstanding any other provision in this section, if the Participant is in control of an employer pursuant to (f)(ii) below, the Limitation Year shall be the Limitation Year for the defined contribution plan(s) of the employer controlled by the Participant.

(iv) Plan Termination. If the plan is terminated effective as of a date other than the last day of the Limitation Year, the Limitation Year shall end on the date of termination. As a result, the Defined Contribution Dollar Limit for the final Limitation Year must be prorated in accordance with the short Limitation Year rules described in (ii) above.

(f) Aggregation of Plans. For purposes of applying this section, plans and contributions shall be aggregated as specified in (i) and (ii) below.

(i) Aggregation of Section 403(b) Contracts. All Code Section 403(b) annuity contracts purchased by the Employer and any other Related Employer (including plans purchased through compensation reduction elections) for the Participant shall be aggregated and treated as purchased under a single Code Section 403(b) annuity contract and contributions received under all Code Section 403(b) annuity contracts of the Employer and any other Related Employer will be aggregated. For this purpose, references to an annuity contract include custodial accounts maintained pursuant to Code Section 403(b)(7). Generally all such annuity contracts are deemed to be maintained by a Participant for the Limitation Year under Regulations Section 1.415(f)-1(f)(1).

(ii) Aggregation where Participant is in Control of Employer. If a Participant receives an allocation under a Code Section 403(b) annuity contract, as aggregated under (i) above, and the Participant is in control of any employer for a Limitation Year (whether or not the employer controlled by the Participant is the Employer

maintaining this plan), the Code Section 403(b) annuity contract will be considered a defined contribution plan maintained by both the controlled employer and the Participant for the Limitation Year and the aggregation rules specified in (A) and (B) below shall apply. For purposes of this provision, a Participant is in control of an employer based upon the rules of Code Sections 414(b) and 414(c) (each as modified by Code Section 415(h)), as determined under Regulations Sections 1.415(a)–1(f)(1) and (2) and 1.415(f)–1(f).

(A) Contributions. The Code Section 403(b) annuity contract and the defined contribution plans (as defined in Regulations Section 1.415(c)-1(a)) of any controlled employer will be aggregated for purposes of this Section 5.5 and the limit on the Maximum Annual Contribution must be satisfied both separately by the Code Section 403(b) annuity contract and by each defined contribution plan of a controlled employer and in the aggregate by the Code Section 403(b) annuity contract and all defined contribution plans of the controlled employer(s).

(B) Includible Compensation. The Participant's Includible Compensation with respect to the Code Section 403(b) annuity contract and compensation with respect to each defined contribution plan of a controlled employer shall be aggregated, as described in Regulations Section 1.415(c)-2(g)(3), when the plans are aggregated for testing compliance with the limit but shall not be aggregated, as provided in Regulations Section 1.415(f)-1(f)(3), when the plans are tested separately.

(C) Notice. To ensure compliance with the above requirements, the Administrator will notify the Participants annually of their responsibility to provide information necessary to satisfy the requirements of this section. The notice will advise Participants that the applicable limits will be determined by taking into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the plan under Code Section 403(b).

5.6 Excess Amounts.

(a) Prevention of Excess Amounts. If the Administrator determines that a limit applicable to Elective Contributions may be exceeded, the Administrator may reduce or suspend Elective Contributions for individual Employees as necessary. If it is discovered that a proposed contribution to this plan will cause the Annual Additions limitation to be exceeded for a Participant, the Employer Contribution for the Plan Year will be reduced to the maximum amount permitted for the Participant under Section 5.5.

(b) Correction of Excess Annual Additions. Any contribution that exceeds the Annual Additions limitation under Section 5.5 for the Plan Year may be handled in accordance with the requirements of the Employee Plans Compliance Resolution System (EPCRS) or any successor procedures issued by the Internal Revenue Service or corrected under such other method allowed by the Code, Regulations, or other

guidance. An excess amount held in a separate account under (ii) below may be distributed from the plan at any time.

(i) Ordering Rule. If the Annual Additions limitation will be exceeded for the Plan Year, the excess Annual Addition will be deemed to consist of the Annual Addition last allocated, except Annual Additions to a defined contribution plan maintained by an employer controlled by the Participant will be deemed to have been allocated first. If an excess amount is allocated to a Participant under this plan on a date which coincides with an allocation date of another plan, the excess amount attributable to this plan will equal the product of:

(A) Total. The total excess amount allocated as of such date, multiplied by

(B) Ratio. The ratio of (1) the Annual Additions allocated to the Participant as of such date for the Limitation Year under this plan to (2) the total Annual Additions allocated to the Participant as of such date for the Limitation Year under this plan and all other aggregated plans.

(ii) Separate Account. An excess Annual Addition shall be maintained in a separate account for each year the excess amount remains in the plan. If a Participant is in control of an employer and the excess Annual Addition needs to be maintained in a separate account under this plan, the Administrator shall only be required to establish such separate account if sufficient information is received from the Participant concerning the Participant's participation in such other defined contribution plan controlled by the Participant. Excess Annual Additions that are held in a separate account under this plan will not be treated as a Code Section 403(b) contract. Amounts held in the separate account may be distributed at any time in accordance with Regulations Section 1.403(b)-4(f) and any other applicable guidance issued by the Internal Revenue Service.

(c) Correction of Excess Deferral. Upon written notification, an Excess Deferral, plus attributable income or loss, shall be distributed to the Participant.

(i) Definition. "Excess Deferral" means a Participant's Elective Deferrals that exceed the Elective Deferral Limit.

(ii) Written Notification. If the Excess Deferral for a Participant occurs within one or more plans of the Employer and any Related Employer, the Employer must notify the Funding Agent of the amount of the Excess Deferral to be distributed from this plan. If the Excess Deferral for a Participant occurs under this plan and one or more plans of unrelated employers, the Participant must notify the Administrator of the amount of the Excess Deferral to be distributed from this plan. The notification should be given no later than February 15 following the calendar year for which the Excess Deferral was contributed. The notification must specify the amount of Excess Deferral to be distributed and contain an acknowledgment that the amount to be distributed exceeds the Elective Deferral Limit.

(iii) Time of Distribution. If the written notification is timely, the distribution shall be made by April 15 following receipt of the request. If not, any Excess Deferral shall be retained in this plan and distributed under Article 7.

(d) Attributable Income or Loss. Any deduction from a Participant's account to correct or in conjunction with correction of an Excess Deferral shall include the attributable income or loss as determined in accordance with Section 5.4 for the applicable period. The applicable period for an Excess Deferral is the calendar year. Effective for Plan Years beginning after December 31, 2007, attributable income or loss for the period between the last day of the applicable period and the date of distribution shall not be included.

(e) Ordering of Excess Amounts. Excess Annual Additions shall be determined before any other excess amount.

(f) Taxation of Distribution.

(i) Excess Annual Addition. An amount distributed to the Participant to correct an excess Annual Addition is included in the Participant's income for the calendar year in which it is distributed.

(ii) Excess Deferral. An Excess Deferral is included in the Participant's income for the calendar year for which contributed. The attributable income or loss is included for the calendar year of distribution.

(g) Consent. A distribution to correct an excess amount may be made without regard to the notice and consent requirements of Article 7 and Code Sections 411(a)(11) and 417.

(h) Penalties. Distribution of an excess amount does not subject the Participant to the 10% penalty on an early withdrawal under Code Section 72(t).

(i) Calendar Year/Taxable Year. The term calendar year with reference to an individual means the taxable year for any individual whose taxable year is not the calendar year.

ARTICLE 6

Determination of Vested Percentage

6.1 Vested Percentage.

A Participant's vested percentage with respect to all of the Participant's accounts under this plan is 100% at all times.

6.2 Forfeitures--Lost Recipient.

If a Person entitled to a payment cannot be located using reasonable search methods or if a distribution has been made but the recipient for any reason does not cash the distribution check within a reasonable period of time, the Participant's account shall be forfeited as of the date the Administrator determines that the Person cannot be located and/or payment cannot be made to the Person.

(a) Restoration. The Participant's Vested Account Balance shall be restored to the Participant's account if the plan has not terminated (or if the plan has terminated, all benefits have not yet been paid) and if the Person entitled to the payment submits a written election of method of payment. Any such restoration of the Participant's Vested Account Balance shall be made without any adjustment for gains or losses occurring during the period of forfeiture.

(b) No Restoration. If any Person whose account has been forfeited under this provision has not submitted a written election for benefits by the time all plan assets have been distributed due to the plan's termination, the Participant's Vested Account Balance will not be restored.

6.3 Vested Account Balance.

"Vested Account Balance" at any time means the aggregate value of all of the Participant's account balances.

ARTICLE 7

Distributions

7.1 Distributive Events.

(a) Employment Terminates. Distribution shall be made under (i) or (ii) below as soon as administratively feasible after distribution is elected in connection with termination of employment for any reason, including death or Total Disability. An Employee has a termination of employment when the Employee ceases to be employed by the Employer or a Related Employer in accordance with Regulations Section 1.403(b)-2(b)(19) or 1.403(b)-6(h). A transfer between Covered Employment and any other employment with the Employer or a transfer between the Employer and a Related Employer that is an eligible employer within the meaning of Regulations Section 1.403(b)-2(b)(8) is not a termination of employment.

(i) Elective Contributions Account and Rollover Account. The Participant may request a distribution of the Participant's Elective Contributions Account and Rollover Account, if any, at any time following the date employment terminates.

(ii) Other Accounts. Except as specified in (A) below, the Participant may request a distribution of all of the Participant's accounts (or remaining accounts if the Participant requested an earlier distribution under (i) above) at any time following the date the Participant attains age 55 or, if the Participant had completed 30 years of service prior to the date the Participant's employment terminated, at any time following the Participant's termination of employment.

(A) Exception. The Participant may request a distribution at any time following the date employment terminates if the Participant effects a direct rollover under Section 7.2(c) or the nonforfeitable balance of the Participant's University Contributions Account is less than \$20,000 at the time distribution is requested.

(B) Definition of Year of Service. For purposes of this provision, a year of service is each 12-month period, beginning with the date an Employee first performs an Hour of Service for the University, during which the Employee is employed by the University. If an Employee is rehired after a termination of employment with the University, the Employee's years of service prior to the termination, if any, shall be disregarded.

(b) Withdrawals While Employed. Distribution of the requested amount shall be made as soon as administratively feasible after distribution is elected in connection with one of the following events, even though employment has not terminated.

(i) Age 59 1/2. The Participant attains age 59 1/2. The Participant may request a distribution of all or any portion of the Participant's Elective Contributions Account.

(ii) Hardship. The Participant has an immediate financial need or emergency. The Participant may request a hardship withdrawal from the Participant's Elective Contributions Account in accordance with the following provisions.

(A) Elective Contributions Account. A hardship withdrawal from a Participant's Elective Contributions Account made on or after January 1, 2019, must satisfy the following conditions.

(1) Amount. The amount of the withdrawal shall not exceed the amount needed to meet an immediate and heavy financial need. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal. A hardship withdrawal shall not include earnings on Elective Contributions.

(2) Immediate and Heavy Financial Need. The request must establish an unusual financial burden due to immediate and heavy financial needs. The purchase of, but not mortgage or other regular payments for, a principal residence for the Participant; tuition and related educational costs for up to the next 12 months of postsecondary education for the Participant or the Participant's Spouse, child, dependent, or primary beneficiary; medical expenses previously incurred or necessary to obtain medical care of the type deductible under Code Section 213(d) for the Participant or the Participant's Spouse, dependent, or primary beneficiary; prevention of eviction from, or foreclosure (or forfeiture) of the mortgage, land contract, or other security interest on the Participant's principal residence; burial or funeral expenses for the Participant's parent, Spouse, child, dependent, or primary beneficiary; expenses for the repair of damage to the Participant's principal residence that are of the type deductible under Code Section 165; expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal 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 other conditions specified by the Commissioner of Internal Revenue in official pronouncements are immediate and heavy financial needs for purposes of this plan. For purposes of the preceding sentence, a Participant's primary beneficiary is an individual designated by the Participant as a primary beneficiary under Section 7.5 and who has an unconditional right to all or a portion of the Participant's account balance upon the death of the Participant.

(3) Other Resources. The amount needed to meet the immediate and heavy financial need must not be reasonably available from other resources of the Participant. A Participant shall be deemed to have no other available resources if the Participant has received all distributions (not including loans) payable without termination of employment from this plan and all other qualified and nonqualified plans maintained by the Employer. Effective for hardship withdrawals made on or after January 1, 2020, the Participant must certify that the Participant has insufficient cash or other liquid assets to satisfy the financial need. The Administrator may rely on the representation of a Participant regarding the availability of other financial resources unless the Administrator has actual knowledge to the contrary.

Effective for hardship withdrawals taken on or after January 1, 2019, a Participant is not required to suspend Elective Contributions and after-tax employee contributions under this plan or any other qualified and nonqualified plans maintained by the Employer. If a Participant's right to make Elective Contributions and after-tax employee contributions under this plan and all other qualified and nonqualified plans maintained by the Employer was suspended due to a hardship withdrawal taken prior to December 31, 2018, that suspension will be lifted as of January 1, 2019.

(B) Other Accounts. Hardship withdrawals shall not be available from any of the Participant's other accounts.

(c) Events Unrelated to Employment Status. Distribution shall be made as soon as administratively feasible upon the occurrence of one of the following distributive events.

(i) DRO. This plan receives a domestic relations order that the Administrator determines is a DRO. In accordance with the Public Employee Retirement Benefit Protection Act (Act 100 of the Michigan Public Acts of 2002), "DRO" means an award by a court under Section 552.18 of the Michigan Compiled Laws (providing that retirement benefits are assets of the marital estate subject to distribution by the court in a divorce proceeding), an eligible domestic relations order under the Michigan Eligible Domestic Relations Order Act, or any other domestic relations order of a court pertaining to alimony or child support. The Administrator shall direct payment to the alternate payee as set forth in the DRO. Distribution to an alternate payee under a DRO shall be paid to the alternate payee in accordance with the order, whether or not the Participant has attained age 50 and even if the Participant continues to be an Employee.

(ii) Plan Termination. This plan terminates with respect to all Participants. The Administrator shall direct distributions to be made as soon as administratively feasible following the date of termination.

(iii) Transfer of Assets to a Defined Benefit Governmental Plan. The Participant participates in a governmental defined benefit plan (as defined in Code Section 414(d)) that accepts plan-to-plan transfers with respect to the Participant. The Participant may request to have any portion of the Participant's Elective Contributions Account held by the Funding Agent transferred, at any time, to the governmental defined benefit plan, provided that the transferred assets are used only to:

(A) Service Credits. Purchase additional service credits (as defined in Code Section 415(n)(3)(A)) under the governmental defined benefit plan; or

(B) Repayment. Repay contributions and earnings related to a previous forfeiture of service credits under the governmental defined benefit plan and Code Section 415(k)(3).

(iv) Transfer. The Participant becomes a participant in another Code Section 403(b) plan and requests a transfer of the Participant's Elective Contributions Account to such Code Section 403(b) plan. Notwithstanding the preceding sentence, a Participant's Elective Contributions Account shall not be transferred unless the Employer and Funding Agent consent to the transfer and the Employer reasonably concludes that the transferee plan provides that amounts attributable to Elective Contributions will remain subject to the distribution limitations of Regulations Section 1.403(b)-6 after the transfer.

7.2 Distribution Amount and Methods.

(a) Valuation/Amount. The amount of the Participant's Vested Account Balance and the amount eligible for distribution shall be determined as of the Valuation Date coinciding with or most recently preceding the date of the distribution. The amount distributed shall not include investment experience for the period, if any, from the Valuation Date to the date of distribution. Separate valuations shall be performed for segregated accounts that are commingled for investment and any accounts that are separately invested without commingling. The amount to be distributed shall be reduced by the amount of any distribution or withdrawal during any period from the Valuation Date to the date of distribution.

(b) Methods of Distribution. Upon election, distribution shall be made in one of the methods specified below. If the distribution is made from more than one account, the Participant may specify the account(s) from which the distribution or withdrawal will be taken to the extent authorized by the Funding Agent.

(i) Lump Sum. A lump sum payment. If only a portion of the Participant's Vested Account Balance is payable or being withdrawn under Section 7.1, that portion shall be paid in a single payment rather than a lump sum as defined in Code Section 402(e)(4)(D). The requirements set forth in Section 7.3 shall apply separately to each single or lump sum payment. Except as provided in a Funding Vehicle, a lump sum payment of the Participant's entire Vested Account Balance shall be the only permitted method of distribution for the following:

(A) Small Balance. A distribution in connection with the Participant's termination of employment when the Participant's consent is not required pursuant to Section 7.3(b)(iii); or

(B) Plan Termination. Termination of this plan under Section 7.1(c)(ii) and Article 12.

(ii) Partial Payments. Irregular, nonperiodic payments.

(iii) Installments. Installments paid annually, or more frequently if permitted by the Administrator, over an elected period of years not exceeding the life expectancy of the Participant or the joint life expectancy of the Participant and a Beneficiary.

(A) Amount. The amount of the installment payments distributed each calendar year shall be equal to the quotient obtained by dividing the Participant's Vested Account Balance by the remaining number of years in the period. The elected installment payment schedule may be changed, the initial amount distributed may be greater or lesser than subsequent payments, or the remainder may be paid in a lump sum, but a Participant may not elect payments smaller than the Minimum Distribution.

(B) Life Expectancy. Life expectancy, as of the calendar year in which payment begins, shall be determined in the manner described in Section 7.4.

(iv) Annuity. An annuity. The annuity shall be the form of annuity selected by the Participant or Beneficiary providing benefits over a period not exceeding the life expectancy or the joint-life expectancy of the Participant and/or the Beneficiary. The terms of the annuity must comply with the distribution requirements and limitations of this plan. Any annuity purchased under the terms of this plan shall be the maximum, immediate, nontransferable annuity of the selected type that can be purchased with the Participant's Vested Account Balance.

(c) Direct Rollover to Another Plan. At the election of the distributee, an eligible rollover distribution shall be transferred to the trustee or custodian of an eligible retirement plan for the benefit of the distributee.

(i) Eligible Rollover Distribution. An eligible rollover distribution is a distribution of any portion of the balance to the credit of a distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent that the distribution is required under Code Section 401(a)(9); any hardship distribution; a permissible withdrawal under Code Section 414(w)(2); and any other distribution that is reasonably expected to total less than \$200 during a year.

(ii) Eligible Retirement Plan. Except as specified in (A) and (B) below, an eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a), 408A, or 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. An eligible retirement plan also includes an eligible plan under Code Section 457(b) 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 and which agrees to separately account for amounts transferred into such plan from this plan.

(A) After-Tax Contributions. For any portion of an eligible rollover distribution consisting of after-tax contributions that are not includable in gross income, an eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a), 408A, or 408(b) or a qualified trust described in Code Section 401(a) or an annuity contract described in Code Section 403(b) that agrees to separately account for such portion.

(B) Non-Spouse Beneficiary. For any portion of a distribution deemed to be an eligible rollover distribution for a Beneficiary who is not a Spouse, an eligible retirement plan is an individual retirement account or annuity described in Code

Section 408(a), 408A, or 408(b) that is established for the purpose of receiving the distribution on behalf of the designated Beneficiary and which is treated as an inherited IRA within the meaning of Code Section 408(d)(3)(C).

(iii) Distributee. A distributee includes the Participant, the Participant's surviving Spouse, the Participant's Spouse or former Spouse who is an alternate payee under an DRO, and for distributions after December 31, 2006, a Beneficiary who is not a Spouse.

7.3 Election of Method and Time of Distribution.

(a) Permitted Elections. Subject to the required distribution rules of Section 7.4 or the terms of a DRO, the Participant or other recipient may elect the method and time of distribution to the extent permitted under this plan and the applicable Funding Vehicle(s).

(b) Required Consent. Except as specified in (iii) below, if the distributive event occurs prior to the date the Participant attains age 62 for any reason other than death, plan termination, or pursuant to a DRO, distribution shall not be made without the Participant's consent. The consent shall be given by an election of the method and time of distribution. An election of distribution shall be made within the 180-day period ending on the Benefit Starting Date.

(i) Notice. The Participant shall be notified of the right to elect an immediate distribution and when consent is required, the right to defer distribution until the date distribution would otherwise be made under (d) below. The written notice shall provide an explanation of the material features of the available methods of distribution and a description of the consequences of failing to defer the distribution. The notice shall be provided at least 30 days and not more than 180 days before the Benefit Starting Date.

(ii) Benefit Starting Date. "Benefit Starting Date" means the first day of the first period for which an amount is distributable in any form. Generally, the Benefit Starting Date is the date on which distribution is due when all conditions and requirements for distribution have been met.

(iii) Small Balance Exceptions. Unless earlier payment is elected, consent is not required to make the distributions specified in (A), (B) or (C) below.

(A) Mandatory Cashout. If the Participant's Vested Account Balance is \$1,000 or less, the Participant's Vested Account Balance will be distributed without the Participant's consent as soon as administratively feasible following the end of the Plan Year in which the Participant's employment terminates.

(B) Death. If the benefit payable to the Participant's Beneficiary is \$1,000 or less, distribution will be made to the Beneficiary as soon as administratively

feasible following the end of the Plan Year in which the Participant's death occurred without the consent of the Beneficiary.

(C) DRO. If the amount payable to an Alternate Payee under a DRO is \$1,000 or less, distribution will be made to the Alternate Payee (without the consent of the Alternate Payee) as soon as administratively feasible following the end of the Plan Year in which the Administrator accepts the DRO, even though the Participant may not be entitled to a concurrent distribution under the provisions of this plan.

(iv) Waiver of Notice Period. A distribution may commence less than 30 days after the notice required under (i) above is given, provided:

(A) Right to 30-day Period. The Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option); and

(B) Election. The Participant, after receiving the notice, affirmatively elects a distribution.

(c) Election Requirements.

(i) Time. The election shall be made not later than the date distribution begins or, if earlier, the date when distribution must begin. An election may be revoked or changed before distribution begins.

(ii) Form. An election shall be made in a form acceptable to the Administrator. If the distribution election as originally filed with the Administrator is not completed properly, distribution shall not be made until a properly completed distribution election has been received and approved by the Administrator.

(iii) Other Conditions. An election shall become void upon the death of the Participant prior to the date the distribution is paid to the Participant.

(d) Failure to Elect. Failure to elect a distribution shall be deemed an election to defer distribution to a later date. If an election is not received, the Participant's Vested Account Balance will be distributed at the time and in the manner determined under Section 7.4.

(e) Additional Information. The Administrator may require additional election, application or information forms required by law or deemed necessary or appropriate by the Administrator in connection with any distribution.

(f) Delay of Distribution. The Administrator may, in a uniform and nondiscriminatory manner, direct that a distribution, other than a Minimum Distribution or a distribution required after a Participant's death, shall be valued as of, and distributed

after, the next Valuation Date. This action shall be taken only if the distribution, valued as of a Valuation Date preceding the distributive event or election of distribution, would permit the recipient to avoid negative investment experience with significant detrimental effect on the accounts of other Participants.

7.4 Required Distribution Rules.

This section generally states the requirements of Code Section 401(a)(9) and Regulations and shall take precedence over any other provision of this plan that permits payment at a later time or in a smaller amount; however, nothing in this section authorizes any form of distribution not otherwise permitted under the terms of this plan or the Participant's Funding Vehicle. A distribution shall be determined and made in accordance with Code Section 401(a)(9) and Regulations, including the minimum incidental benefit requirement under Code Section 401(a)(9)(G) and in accordance with Code Section 403(b) and Regulations. For purposes of this section, each separate Funding Vehicle is treated as an individual retirement account so that distributions can be made from any of the Funding Vehicles and are not required to be made on a proportionate basis. Therefore, distributions shall be made in accordance with the provisions of Regulations Section 1.408-8, except as provided in Regulations Section 1.403(b)-6(e).

(a) Time of Distribution.

(i) Required Beginning Date. Unless the Participant requests an earlier distribution, distribution to the Participant shall begin not later than the Participant's Required Beginning Date. "Required Beginning Date" means the April 1 following the calendar year in which the Participant attains age 70 1/2, or, if later, following the calendar year in which the Participant's employment terminates.

(ii) Death Before Required Beginning Date. If the Participant dies before the Required Beginning Date, distribution to the Participant's Beneficiary will be made when elected but not later than the applicable time specified below.

(A) Spouse Beneficiary. If the Spouse is the only Designated Beneficiary, the Spouse may elect to begin distributions on or before the last day of the calendar year in which the Participant would have attained age 70 1/2 or, if later, the last day of the calendar year following the calendar year in which the Participant died. If the Spouse dies before distributions are required to begin, distribution will be made under (B) or (C) as though the Spouse were the Participant. If the Spouse dies after distributions are required to begin, distribution will be made under (iii) as though the Spouse were the Participant.

(B) Other Beneficiary. If benefits are to be paid to a Designated Beneficiary other than the Spouse, the Beneficiary may elect to begin distributions on or before the last day of the calendar year following the calendar year in which the Participant died. The election must be made no later than September 30 of the calendar

year in which distribution would be required to begin under the preceding sentence. The election must be irrevocable.

(C) Five Year Rule. If a Designated Beneficiary (other than the Spouse) does not make an election to begin distributions under (B) above or if there is no Designated Beneficiary as of September 30 of the calendar year following the year of the Participant's death, distribution of the Participant's entire interest must be completed by the last day of the calendar year that includes the fifth anniversary of the Participant's death.

(D) Installment Method. If distributions are made under (A) or (B) above and the installment method is elected by the Spouse or other Beneficiary, the applicable life expectancy, as of the calendar year in which distribution begins, or other installment period and the amount of each installment, shall be determined under Sections 7.2 and (b) below.

(iii) Death After Required Beginning Date. If the Participant dies after the Required Beginning Date, any unpaid amount must be distributed at least as rapidly as provided in (b)(ii) below.

(b) Minimum Distribution Amount. Unless the Participant's Vested Account Balance is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Participant's Required Beginning Date, the minimum amount that must be distributed for each distribution calendar year ("Minimum Distribution") shall be determined in accordance with the following provisions. If the Participant's Vested Account Balance is distributed in the form of an annuity purchased from an insurance company, distributions from the annuity contract shall be made in accordance with the provisions of Regulations Section 1.401(a)(9)-6.

(i) Lifetime. During the Participant's lifetime, the Minimum Distribution is the lesser of (A) or (B) below. Minimum Distributions determined in accordance with this provision will begin when required under (a)(i) above and continue through the calendar year that includes the Participant's date of death.

(A) Uniform Lifetime Table. The quotient obtained by dividing the Participant's Vested Account Balance by the distribution period in the Uniform Lifetime Table set forth in Regulations Section 1.401(a)(9)-9 based on the Participant's age at the birthday during the calendar year for which the distribution is made.

(B) Spouse is Beneficiary. If the Participant's Spouse is the only Designated Beneficiary, the quotient obtained by dividing the Participant's Vested Account Balance by the number in the Joint and Last Survivor Table set forth in Regulations Section 1.401(a)(9)-9 based on the age of the Participant and Spouse at their birthdates during the calendar year for which the distribution is made.

(ii) Death After Required Beginning Date.

(A) Designated Beneficiary. If the Participant dies on or after the Required Beginning Date and there is a Designated Beneficiary, the Minimum Distribution for each calendar year after the year of the Participant's death shall be the quotient obtained by dividing the Participant's Vested Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined in accordance with the following.

(1) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) Designated Beneficiary's Life Expectancy.

(a) Spouse is Beneficiary. If the Participant's Spouse is the only Designated Beneficiary, the remaining life expectancy of the Spouse is calculated for each calendar year after the year of the Participant's death using the Spouse's age as of the Spouse's birthday in that year. For calendar years after the year of the Spouse's death, the remaining life expectancy of the Spouse is calculated using the age of the Spouse in the year of death, reduced by one for each subsequent year.

(b) Other Beneficiary. If the Designated Beneficiary is not the Participant's Spouse, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the Required Beginning Date and there is no Designated Beneficiary as of September 30 of the calendar year following the year of the Participant's death, the Minimum Distribution for each calendar year after the year of the Participant's death shall be the quotient obtained by dividing the Participant's Vested Account Balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(iii) Death Before Required Beginning Date. If the Participant dies before the Required Beginning Date and there is a Designated Beneficiary, the Minimum Distribution for each calendar year shall be the quotient obtained by dividing the Participant's Vested Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined under (ii)(A)(2) above. Minimum Distributions determined in accordance with this provision will begin when required under (a)(ii) above.

(c) Definitions.

(i) Designated Beneficiary. "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 7.5 and is the designated beneficiary under Code Section 401(a)(9) and Regulations Section 1.401(a)(9)-4.

(ii) Distribution Calendar Year. A distribution calendar year is a calendar year for which a Minimum Distribution is required. For Minimum Distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to (a) above.

(iii) Life Expectancy. Life expectancy is the life expectancy determined from the Single Life Expectancy Table in Regulations Section 1.401(a)(9)-9.

(iv) Vested Account Balance/Valuation Calendar Year. The value of the Vested Account Balance shall be determined as of the last Valuation Date within the calendar year preceding the calendar year for which the distribution is made (the "Valuation Calendar Year"). The Vested Account Balance shall be increased by the amount of any Employer Contributions or forfeitures allocated to the Participant's accounts as of any later date in the Valuation Calendar Year and reduced by any amounts charged against such accounts as of any later date during the Valuation Calendar Year. For purposes of the preceding sentence, Employer Contributions that are not actually made to this plan during the Valuation Calendar Year may be excluded. The Vested Account Balance includes any amounts rolled over or transferred to this plan either in the Valuation Calendar Year or the calendar year for which the distribution is made if distributed or transferred in the Valuation Calendar Year.

7.5 Determination of Beneficiary.

A Participant's Beneficiary and successor Beneficiaries are determined under this section. The determination of a Designated Beneficiary under Section 7.4 is not only determined under this section but also is subject to and determined under Code Section 401(a)(9) and Regulations. A Participant may designate or change a Beneficiary by filing a signed designation with the Administrator in a form approved by the Administrator. The Participant's Will is not effective for this purpose.

(a) Beneficiary. "Beneficiary" means the Person designated by the Participant, or determined under this section, to receive the Participant's benefits from this plan after the Participant's death. The rules of this section apply to a designation by the Participant and in the absence of a valid designation or upon the failure of a designation by the Participant.

(b) Successor Beneficiaries. One or more successor Beneficiaries may be designated by the Participant or determined under this section.

(c) Married Participant; Spousal Consent. The Beneficiary of a married Participant shall be the Spouse unless the Participant elects a different Beneficiary and the Spouse consents to designation of a Beneficiary other than the Spouse. If the Spouse's consent is required and a married Participant designates or changes a Beneficiary to a Person other than the Spouse without the Spouse's consent, the designation will be void. A consent that permits further designations without consent is void unless the consent expressly permits such designations without additional spousal consent. A consent may limit a distribution to a specific Beneficiary and/or to a specific method of distribution.

(i) Consent. Consent by the Spouse must be voluntary and must acknowledge and accept the consequences of the designation of a Beneficiary other than the Spouse. Consent by the Spouse is irrevocable. The consent and acknowledgment must be witnessed by an individual designated by the Administrator or by a notary public. If the Spouse cannot be located or if any of the other exceptions set forth in Regulations issued under Code Section 417 apply, a consent is not required.

(ii) Spouse. Effective June 26, 2013, "Spouse" means the individual to whom the Participant is lawfully married under the laws of the domestic or foreign jurisdiction where the ceremony was performed. A former Spouse shall not be a Spouse or surviving Spouse except to the extent designated in a DRO.

(iii) Successors. Spousal consent is not required for the designation or determination under this section of successor Beneficiaries to the Spouse.

(iv) Change of Marital Status. An existing Beneficiary designation by a Participant will be void upon the Participant's subsequent marriage or remarriage unless the new Spouse consents to the designation.

(d) Default Determination. If a Participant fails to designate a Beneficiary, or if there is no Beneficiary or successor at the Participant's death or at any later payment date for the reason specified in (e) below or for any other reason, the Beneficiary shall be the surviving Spouse at the time of the Participant's death and the Spouse's estate with respect to any amount remaining undistributed at the subsequent death of the Spouse. If the Participant is not survived by a Spouse, the Beneficiary for each distribution shall be the members of the first of the following classes with a living member on the date of distribution:

(i) Children. The Participant's children, including those by adoption, dividing the distribution equally among the Participant's children with the living issue of any deceased child taking their parent's share by right of representation;

(ii) Parents. The Participant's parents, dividing the distribution equally if both parents are living;

(iii) Brothers and Sisters. The Participant's brothers and sisters, dividing the distribution equally among the Participant's living brothers and sisters.

(e) Death of Beneficiary. If distribution to one Beneficiary is pending or has begun and the Beneficiary dies before complete distribution, the remaining amount shall be paid to the successor Beneficiary designated by the Participant or, if no successor Beneficiary has been designated, to the Beneficiary determined under (d) above. If distribution is pending or has begun to more than one Beneficiary, distribution shall continue to the survivor or survivors of them, and any amount remaining upon the death of the last survivor shall be paid to the successor Beneficiary designated by the Participant or, if no successor Beneficiary has been designated, to the Beneficiary determined under (d) above. Survivors shall include the issue of any deceased child who shall take the deceased child's share by right of representation.

(f) No Surviving Beneficiary. If a deceased Participant has no surviving Beneficiary or successor Beneficiaries as designated by the Participant or as determined under (d) above on the date of the Participant's death, or on any subsequent date on which a distribution is payable, the remaining balance shall be paid to the Participant's estate, if then under the active administration applicable probate or similar laws, or if not, to those Persons who would then take the Participant's personal property under the laws of the Participant's state of residence then in force, and in the proportions provided by those laws, as though the Participant had died at that time.

(g) Alternate Payee. An alternate payee awarded an independent benefit under this plan shall be considered a Participant for purposes of determining the alternate payee's Beneficiary under this section.

(h) Beneficiary Treated as Predeceased. A Beneficiary will be treated as having predeceased the Participant upon the occurrence of an event described in (i), (ii), or (iii) below.

(i) Disclaimer. A Beneficiary may disclaim all or any portion of the Beneficiary's interest in any payments from this plan. If a disclaimer is presented to the Administrator, the disclaimer will be recognized and the Beneficiary will be treated as having predeceased the Participant as to the portion disclaimed.

(ii) Slayer Rule. If a Beneficiary is convicted of murdering the Participant, the Beneficiary will be treated as having predeceased the Participant.

(iii) Simultaneous Death. If the Participant and the Participant's Beneficiary die simultaneously or under circumstances such that it is not possible to determine the order of death, and the Participant's beneficiary designation form does not

address simultaneous death, the Beneficiary will be presumed to have predeceased the Participant.

(i) Determination. The Administrator shall apply the rules of this section to determine the proper Persons to whom payment should be made. The decision of the Administrator shall be final and binding on all Persons.

7.6 Facility of Payment.

A payment under this section shall fully discharge the plan from all future liability with respect to that payment.

(a) Incapacity. If a recipient entitled to a payment is legally, physically, or mentally incapable of receiving or acknowledging payment, the Administrator may direct the payment to the recipient; or, for the benefit of the recipient, to the recipient's legal representative or any other Person who is legally entitled to receive payments on behalf of the recipient under the laws of the state in which the recipient resides; or to a custodian for the recipient under any applicable uniform transfers to minors act.

(b) Legal Representative. There shall be no requirement to commence probate proceedings or to secure the appointment of a legal representative.

ARTICLE 8

Administration of the Plan

8.1 Duties, Powers, and Responsibilities of the Employer.

(a) Required. The Employer shall be responsible for:

(i) Payment of Employer Contributions. Paying, ceasing, or suspending Employer Contributions (including making additional contributions or qualified nonelective contributions (as defined in Regulations Section 1.401(k)-6 and pursuant to the Employee Plans Compliance Resolution System (EPCRS) or any successor procedures issued by the Internal Revenue Service) to the extent necessary to correct an error in allocation, vesting, or distribution of a Participant's interest); and

(ii) Compliance. Determining that the amount and time of Employer Contributions comply with this plan.

(b) Discretionary. If not delegated to the Administrator, the Employer may exercise the following responsibilities:

- (i) Amendment. Amending this plan;
- (ii) Plan Termination. Revoking this instrument and terminating this plan; and
- (iii) Mergers; Spin-offs. Merging this plan with another Code Section 403(b) plan or dividing this plan into multiple plans.

8.2 Employer Action.

An action required to be taken by the Employer may be taken by its Board of Trustees, a committee of the Board of Trustees, or by an officer authorized to act on behalf of the Employer.

8.3 Plan Administrator; Named Fiduciary.

"Administrator" means the University or a Person designated by the University. The Administrator is a named fiduciary for operation and management of this plan and shall have the responsibilities conferred by the laws of the State of Michigan upon the Administrator.

8.4 Administrative Committee.

(a) Appointment. The University may, but shall not be required to, appoint an administrative committee to perform the duties involved in the daily operation of this plan.

(b) Agent; Powers and Duties. The administrative committee is an agent of the University. The administrative committee shall have the powers and duties delegated to it by the Administrator.

(c) Not Fiduciary. Except to the extent the administrative committee is expressly delegated a fiduciary responsibility with respect to this plan, the administrative committee will be responsible to the University for its actions and will not be a named fiduciary for operation and management of this plan.

(d) Membership. The number of members of the administrative committee shall be determined by the University. The University shall appoint the members of the administrative committee and may remove or replace them at any time.

(e) Records. The administrative committee shall keep records of its proceedings.

(f) Actions. The administrative committee shall act by a majority of its members then in office. Action may be taken either by a vote at a meeting or in writing without a meeting. Any or all members may participate in a meeting by a conference telephone, video, or similar electronic equipment. Actions of the administrative committee may be evidenced by written instrument executed by the chairman or the secretary of the administrative committee.

(g) Report to Administrator. The administrative committee shall report to the Administrator when requested with respect to the administration, operation, and management of this plan.

(h) Compensation. Any member of the administrative committee who is an Employee shall serve without compensation.

(i) Conflict of Interest. Any member of the administrative committee who is a Participant shall not vote or act on a matter that relates solely to that Participant. If that Participant is the only member of the administrative committee, the necessary action shall be exercised by the University.

8.5 Duties, Powers, and Responsibilities of the Administrator.

Except to the extent modified by the applicable administrative policy and guidelines promulgated by the Employer from time to time or to the extent properly delegated, the Administrator shall have the following duties, powers, and responsibilities and shall:

(a) Agent for Service of Process. Serve as the agent for service of process;

(b) Funding Agent. Appoint one or more Funding Agents;

(c) Amendment and Termination. To the extent not executed by the Employer, amend this plan, and take responsibility for revoking this instrument and terminating this plan;

(d) Mergers; Spin-Offs. To the extent not executed by the Employer, merge this plan with another Code Section 403(b) plan or divide this plan into multiple plans;

(e) Investment Manager. If appropriate, appoint one or more Investment Managers, who shall have the power to acquire, manage, or dispose of any or all plan assets subject to:

(i) Functions. The functions of the Investment Manager shall be limited to those specified services and duties for which the Investment Manager is engaged;

(ii) Qualification. "Investment Manager" means a Person, as defined under PERSIA, who is either (1) registered as an investment adviser under the Investment Advisers Act of 1940; (2) a bank (as defined in the Investment Advisers Act of 1940); or (3) an insurance company licensed to manage, acquire, and dispose of assets of retirement plans under the laws of more than one state; and

(iii) Acknowledgment. An Investment Manager must acknowledge in writing that it is a fiduciary with respect to this plan;

(f) Investment Adviser. If appropriate, appoint one or more investment advisers to render advice or make recommendations with respect to any or all plan assets subject to:

(i) Functions. The function of an investment adviser shall be limited to those specified services and duties for which the investment adviser is engaged; and

(ii) Acknowledgement. When appropriate, an investment adviser must acknowledge in writing that it is a fiduciary with respect to this plan;

(g) Payment of Administrative Expenses. Pay administrative expenses (other than expenses for which a Participant is responsible) incurred in the operation, administration, management, and control of this plan (these expenses shall be the obligation of the plan unless paid by the Employer);

(h) Plan Interpretation. Interpret all provisions of this instrument (including resolving an inconsistency or ambiguity or correcting an error or an omission);

(i) Participant Rights. Subject to Section 8.10, determine the rights of Participants and Beneficiaries under the terms of this plan and communicate that information to the appropriate Funding Agent;

(j) Limits; Tests. Be responsible for determining that this plan complies with all limitations and tests under the Code and Regulations and maintain records necessary to demonstrate compliance with such limits and tests;

(k) Allocations and Vesting. Determine which Participants are entitled to a share of the Employer Contribution and other available amounts for a Plan Year, the amount of each eligible Participant's Compensation and Participating Compensation for the Plan Year, the amount of the Employer Contribution to be allocated to each eligible Participant, the amount and disposition of excess amounts, and a Participant's vested percentage;

(l) Errors in Participants' Accounts. Correct (to the extent possible, by making adjustments to the accounts) an error, including (but not limited to) errors in allocations of the Employer Contribution or investment experience, or in determination of vesting or distribution of a Participant's interest;

(m) Claims and Elections. Subject to Section 8.10, establish or approve the manner of making an election, designation, application, claim for benefits, and review of claims;

(n) Benefit Payments. Direct the Funding Agent as to the recipient, time of payment, and the elected form of distribution including selecting annuities;

(o) DRO Determination. Establish procedures to determine whether or not a domestic relations order issued by a competent state court is a DRO, to notify the Participant and any alternate payee of this determination, and to administer distributions pursuant to a DRO subject to:

(i) Alternate Payee. The alternate payee named in the DRO is the Spouse or former Spouse or a child or other dependent of the Participant; and

(ii) Reason for Distribution. The distribution relates to alimony, support of a child or other dependent, or a division of marital property;

(p) Administration Information. Obtain to the extent reasonably possible all information necessary for the proper administration of this plan;

(q) Recordkeeping. Establish procedures for and supervise the establishment and maintenance of all records necessary and appropriate for the proper administration of this plan, including procedures to identify and locate Persons entitled to benefits;

(r) Penalties; Excise Taxes. Report and pay any penalty tax or excise taxes incurred by this plan or the University in connection with this plan on the proper tax form designated by the Internal Revenue Service and within the time limits specified for the tax form;

(s) Advisers. Employ attorneys, actuaries, accountants, clerical employees, agents, or other Persons who are necessary for operation, administration, and management of this plan;

(t) Expenses, Fees, and Charges. Present to the Funding Agent for payment (if not paid by the University) or reimbursement (if advanced by the University) all reasonable and necessary expenses, fees and charges, including fees for attorneys, actuaries, accountants, clerical employees, agents, or other Persons, incurred in connection with the administration, management, or operation of this plan;

(u) Nondiscrimination. Apply all rules, policies, procedures, and other acts without discrimination among Participants; and

(v) Other Powers and Duties. Exercise all other powers and duties necessary or appropriate under this plan, except those powers and duties allocated to another named fiduciary.

8.6 Delegation of Administrative Duties.

The powers and duties of the Administrator set forth in Sections 8.1 and 8.5 may be delegated by the Employer, or by the Administrator (subject to any applicable Employer or legal limits on its authority to delegate), to another Person.

(a) In Writing. A delegation must be in writing and it shall specify (i) the date of the action and the effective date of the delegation; (ii) the responsibility delegated; (iii) the name, office, or other reference of each Person to whom the responsibility is delegated; and (iv) if a responsibility is delegated to more than one Person, the allocation of the responsibility among the Persons.

(b) Acceptance of Responsibility. The delegation of a fiduciary duty shall be communicated to the fiduciary to whom the responsibility is assigned, and written acceptance of the responsibility must be made by the fiduciary. The fiduciary will retain the responsibility until the fiduciary resigns or rejects the responsibility in writing, or the Employer or Administrator takes a superseding action.

(c) Conflict. If a delegate's powers or actions conflict with those of the Employer or Administrator, the powers of and actions of the Employer or Administrator will control.

8.7 Interrelationship of Fiduciaries; Discretionary Authority.

A Person may serve in more than one fiduciary capacity with respect to this plan.

(a) Performance of Duties. Each fiduciary shall act in accordance with this plan. Each fiduciary shall be responsible for the proper exercise of its powers and duties.

(b) Reliance on Others. Each fiduciary may rely upon the action of another fiduciary and is not required to inquire into the propriety of any such action.

(c) Discretionary Authority of Fiduciaries. Each fiduciary shall have full discretionary authority in the exercise of the powers, duties, and responsibilities allocated or delegated to that fiduciary under this instrument. Any determination made by the party in a fiduciary capacity will be given deference upon judicial review and shall be overturned only if arbitrary and capricious.

8.8 Compensation; Indemnification.

An Employee fiduciary who is compensated on a full-time basis by the Employer shall not receive compensation from this plan, except for reimbursement of expenses. The Employer shall indemnify and hold harmless each member of the Employer's Board of Trustees, administrative committee, and each Employee to whom fiduciary duties or other responsibilities for the operation and administration of this plan have been assigned or delegated, from any and all claims, losses, damages, expenses, and liabilities arising from any action or failure to act with respect to any matter related to this plan. Indemnification shall not apply if the action or inaction is due to gross negligence or willful misconduct. The Employer may purchase and maintain liability insurance covering itself, any Related Employer, and any other Person against claims, losses, damages, expenses, and liabilities arising from the performance or failure to perform any power, duty, or responsibility with respect to this plan.

8.9 Fiduciary Standards.

Each fiduciary shall act solely in the interest of Participants and Beneficiaries:

(a) Prudence. With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent Person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(b) Exclusive Purpose. For the exclusive purpose of providing benefits and paying expenses of administration; and

(c) Prohibited Transaction. To avoid engaging in a prohibited transaction under the Code unless an exemption for the transaction is available or obtained.

8.10 Benefit Applications; Appeal Procedures.

The following benefit application and appeal procedures must be fully and timely completed as a condition precedent to the initiation of any legal proceeding asserting a claim for benefits under this plan by or on behalf of a Participant.

(a) Application for Benefits. The Administrator will process an application for benefits by a Participant or Beneficiary and provide written notification of the determination to the Participant or Beneficiary not later than 90 days after receipt of the application unless the Administrator determines that special circumstances require an extension of time for processing the application.

(b) Notification of Adverse Determination for Application. Notification of an adverse determination shall be written in a manner that can be understood by the

Participant or Beneficiary and shall include: (i) the specific reasons for the denial; (ii) specific reference to pertinent plan provisions on which the denial is based; (iii) a statement outlining additional material or information necessary to enable approval of the claim and the reasons why such material is necessary; and (iv) an explanation of the appeal procedures.

(c) Appeal. Any Participant or Beneficiary asserting entitlement to a benefit different from the benefit approved by the Administrator in response to the application for payment, or who has received an adverse determination from the Administrator, whether relating to the amount, form of payment or time of payment, may, within 60 days after notice of the determination, file a written appeal for a full and fair review by the Administrator.

(d) Final Decision. The Administrator shall render a final determination and provide written notification to the Participant or Beneficiary within 60 days after receipt of the appeal, unless the Administrator determines that circumstances require an extension of time for processing the appeal.

(e) Notification of Adverse Determination on Appeal. Notification of an adverse determination on appeal shall be written in a manner that can be understood by the Participant or Beneficiary and shall include: (i) the specific reasons for the denial; (ii) specific reference to pertinent plan provisions on which the denial is based; (iii) a statement of the Participant's or Beneficiary's right to reasonable access to, and copies of, all documents, records and information relevant to the claim at no cost; and (iv) an explanation of the additional appeal procedures, if any are available.

(f) Extensions. If the response time in (a) or (d) is extended, written notice of the extension must be provided within the original response period and the extension cannot be longer than the original response period – i.e., 90 or 60 days. Notice of the extension must specify the circumstances requiring the extension and the date by which the Administrator expects to complete the determination.

(g) Authorized Representative; Hearings. A Participant or Beneficiary may designate an authorized representative to act on behalf of, or with, the Participant or Beneficiary at all stages of an appeal. There shall be no right to a hearing or other presentation before the Administrator or its committee. The Administrator or its committee may, in its sole discretion, require a hearing or other presentation if deemed necessary for full and fair review and adjudication of the claim.

(h) Seeking Review of a Claim in Court. Any claim or action filed in court with respect to the plan must be filed within the following time frames: (i) if the Administrator follows the procedures set forth above, a claim or action cannot be filed before the Participant or Beneficiary (or the Participant's or Beneficiary's duly authorized representative) has exhausted the Participant's or Beneficiary's claim and appeal rights and such claim or action must be filed no later than one year after the date of the Administrator's written or electronic determination on the appeal of the claim; or (ii) if the

Administrator does not follow the procedures set forth above, the Participant or Beneficiary (or the Participant's or Beneficiary's duly authorized representative) shall be entitled to seek review of the Participant's or Beneficiary's claim in court and such claim or action must be filed no later than one year from the date the Participant or Beneficiary (or the Participant's or Beneficiary's duly authorized representative) filed the Participant's or Beneficiary's initial claim with the Administrator.

(i) Forum Selection. Any suit, action, claim or other legal proceeding arising out of or relating to the plan or a fiduciary shall be brought exclusively in a court of competent jurisdiction in the State of Michigan.

8.11 Participant's Responsibilities.

All requests for action of any kind by a Participant or Beneficiary under this plan must be in writing, executed by the Participant or Beneficiary, and are subject to any other plan rules applicable to any specific type of request and any requirements of the Funding Agent.

8.12 Electronic Administration.

Notwithstanding the requirement set forth in this plan that certain transactions, notices, elections, consents and disclosures be evidenced in the form of written documentation, documentation for such transactions, notices, elections, consents or disclosures may be provided or obtained through electronic media to the extent consistent with Regulations and other guidance.

ARTICLE 9

Investment of Funds

9.1 Funding Vehicles.

Plan assets shall be held in Funding Vehicles and invested through those vehicles in investments complying with the terms, conditions, limitations, and restrictions imposed by PERSIA. "Funding Vehicle" means an arrangement offered by a Funding Agent and designated by the Administrator as available from time to time for this plan that conforms to the requirements of this plan and Code Section 403(b) and that is described in (a) or (b) below:

(a) Annuity Contract. A group or individual annuity contract (as defined in Code Sections 403(b)(1) and 401(g)) that is nontransferable by the Participant and meets all other requirements of Code Section 403(b); or

(b) Mutual Fund/Custodial Account. A group or individual custodial account (as defined in Code Section 403(b)(7)) invested in stock of a regulated investment company under Code Section 851(a) (mutual funds). A regulated investment company may include the common fund of a bank which has met the registration requirements of applicable Federal securities laws.

9.2 Commingled Principal and Income.

Plan assets may be commingled for investment without distinction between principal and income.

9.3 Participant Investment Direction.

Participants may choose among the Funding Vehicles and shall direct investments to the extent permitted in the selected Funding Vehicles.

(a) Commingling. Funds or assets invested at the direction of a Participant under this provision may be commingled with other funds or assets similarly invested by other Participants.

(b) Direction. Choice among Funding Vehicles and investment directions shall be given and changed by the means established by the Administrator and each Funding Agent from time to time. An investment direction shall remain in effect until modified or revoked or until the designated Funding Vehicle is no longer available. The Funding Agent may rely upon the investment direction and, to the extent not implemented by the direction itself, shall implement the direction by procedures established for that purpose. During any period in which there is a change in Funding Vehicles, the appropriate Funding Agent may hold contributions and other amounts in cash pending implementation of the conversion.

(c) Transfers Among Funding Agents. A Participant may transfer funds accumulated under this plan and redirect future contributions among the designated Funding Agents and their Funding Vehicles. All transfers are subject to the provisions, and any restrictions, of each Funding Vehicle and the rules established by the Administrator. A transfer to any vendor that is not currently designated as a Funding Agent for this plan is prohibited unless it is a permitted service credit transfer under Section 7.2(c). Enrollment with any Funding Agent must take place through the Funding Agent's designated representatives as contracted with the University or Administrator.

(d) Additional Terms and Conditions. The Administrator may formulate additional terms and conditions for selecting and changing Funding Vehicles and for giving and changing investment directions by the Participants as necessary or appropriate.

(e) Limitation of Fiduciary's Responsibilities. No fiduciary of this plan shall be responsible for the investment performance of the assets of any Participant's account for which a Participant directs the investment.

(f) Beneficiary/Alternate Payee. To the extent a balance remains in the Participant's account following the death of the Participant, the Participant's Beneficiary shall have the same investment rights provided to the Participant as though the Beneficiary were the Participant. If an alternate payee is awarded an independent benefit under a DRO and the amount awarded is transferred from the Participant's account to an account established in the name of the alternate payee, the alternate payee shall be considered a Participant for purposes of directing the investment of the account in accordance with this section.

9.4 Loans.

Upon the request of a Participant and at the direction of the Administrator, the Funding Agent shall loan the Participant the requested amount. The availability and terms of any loan shall be determined under loan procedures established by the Administrator. Loans shall be available to Participants on a reasonably equivalent basis, but the Administrator may take into account a Participant's credit rating, financial need, and ability to repay the loan. Loans shall be available only from the Participant's Elective Contributions Account.

(a) Separate Investment. The loan shall be a separate investment of the Participant's account as of the date of the loan. Interest on the loan and repayments of principal shall be credited directly to the Participant's account.

(b) Fees and Charges. Special fees and charges resulting from the loan shall be charged to the Participant's account.

(c) Promissory Note. The loan shall be documented by a written promissory note providing for at least equal quarterly payments of principal and interest with no prepayment penalty.

(i) Interest Rate. The loan shall bear a reasonable rate of interest which shall be the prevailing rate charged by lenders for a loan of a similar type. Notwithstanding the previous sentence, in accordance with Section 207 of the Servicemembers Civil Relief Act ("SCRA"), if a Participant on a leave of absence for military service (as defined by the SCRA) requests it in accordance with the notice requirements of the SCRA, the interest rate charged on a loan during the leave of absence shall be limited to 6% unless otherwise authorized by a court. This limitation applies only to loans taken before the Participant enters military service.

(ii) Term of Loan. The term of the loan shall not exceed five years unless the loan is used to acquire or construct the Participant's principal residence. A loan shall have a stated maturity date.

(d) Amount. All outstanding loans to the Participant shall not exceed the lesser of \$50,000 or one-half of the Participant's Vested Account Balance. The \$50,000 limit shall be reduced by the excess of the highest outstanding balance of all prior loans to the Participant under all qualified retirement plans of the Employer and each Related Employer during the one-year period ending on the day before the date of the new loan, over the outstanding balance of all prior loans to the Participant on the date of the new loan.

(e) Security. The loan shall be adequately secured. The Participant shall execute a security agreement within 180 days before the effective date of the loan or renegotiation, extension, renewal, or other revision of an existing loan. The security agreement shall grant to the Funding Agent, for the benefit of this plan, a continuing security interest in the Participant's Vested Account Balance. Upon payment in full of principal and interest on the loan, the security interest shall terminate.

(i) Security Interest. The security interest shall not exceed 50% of the Participant's Vested Account Balance.

(ii) Alternate Security. With the consent of the Funding Agent or Administrator, the Participant may provide additional or alternative security to secure the repayment of the loan.

(f) Default. The Administrator will treat a loan as in default if any scheduled loan repayment remains unpaid at the end of the cure period specified in the loan procedures established by the Administrator or there is an outstanding balance after the loan's maturity date. Upon default, the entire loan shall be due. The security interest may not be foreclosed until distribution would be permitted under Article 7. At that time, the Funding Agent may exercise its right of setoff and equitably charge the Participant's Vested Account Balance by reducing it by the unpaid balance.

(g) Early Due Date. If all or a part of the loan is outstanding on the date the Participant's employment terminates or this plan terminates, the loan shall be due and payable. Unless paid, the remaining balance of the loan and all accrued and unpaid interest shall be deducted from the Participant's Vested Account Balance before the first distribution is made.

(h) Suspension of Loan Payments. If permitted by the Administrator, loan payments shall be suspended for a period that a Participant is on a leave of absence either without compensation or at a level of compensation that is less than the amount of the installment payments required under the terms of the loan.

(i) Length of Suspension.

(A) Military Leave of Absence. If a Participant is performing service in the uniformed services (as defined in Chapter 43 of Title 38 of the United States Code), whether or not Qualified Military Service, loan payments shall be suspended until the end of the leave of absence.

(B) General Leave of Absence. For all other leaves of absences, loan payments shall be suspended for the period of the leave of absence, but not longer than one year.

(ii) Payments on Resumption. The installment payments due at the end of the suspension must be substantially level and at least equal to those required under the original terms of the loan. If installment payments are not increased on resumption of payment, the Participant must repay the entire remaining balance of the loan no later than the due date specified in (iii) below.

(iii) Due Date. The loan, including accrued interest, must be repaid no later than the latest date permitted under (c)(ii) above, plus the period of suspension permitted under (i)(A) above, if applicable.

ARTICLE 10

Administration of Investments

10.1 Funding Agents.

"Funding Agent" means each insurance company or custodian (including their investment affiliates) designated to provide Funding Vehicles under the plan. A schedule of the Funding Agents and Funding Vehicles designated as currently available to Participants under this plan shall be attached to this plan and provided to Participants on request. An insurance company designated as a Funding Agent must be authorized to transact insurance in each state where the Employer does business and offer arrangements meeting the requirements of Section 9.1(a). A custodian designated as a Funding Agent must be a bank, or other person approved by the Secretary of Treasury, authorized to maintain custodial accounts meeting the requirements of Section 9.1(b). Subject to Section 1.3(b), Funding Agents shall have the powers and responsibilities specified in their respective Funding Vehicles and related documentation.

10.2 Information Sharing Agreements.

Each Funding Agent that receives contributions under this plan is required to agree that it will, when requested by the Employer, enter into an agreement with the Employer

providing that, as long as it is a designated Funding Agent under the plan and, if it ceases to be a designated Funding Agent under the plan, for as long as it holds one or more Funding Vehicles that were issued under the plan, it will, at reasonable intervals, provide to the Employer and obtain from the Employer the following information:

(a) Compliance with Section 403(b). Information necessary for the resulting Funding Vehicle, or any other Funding Vehicle(s) to which contributions have been made by the University, to satisfy Code Section 403(b), including the following:

(i) Termination of Employment. Information whether the Participant's employment with the Employer is continuing and notice to the Funding Agent when the Participant's employment has terminated;

(ii) Hardship Withdrawal. Notice of any hardship withdrawal under this plan or any other plan of the Employer if the withdrawal results in a suspension of the Participant's right to make contributions; and

(iii) Distributable Benefits. Information from the Funding Agent to the University or other current and former Funding Agents concerning the Participant's or Beneficiary's annuity contracts or custodial accounts, or qualified employer plan benefits, to enable any other Funding Agent to determine, to the extent applicable, the amount of any plan loans and any rollover accounts that are available to the Participant in order to satisfy the financial need requirement under any hardship withdrawal provision; and

(b) Other Tax Requirements. Information necessary in order for the Funding Vehicle, and any other Funding Vehicle(s) to which contributions have been made for the Participant by the Employer, to satisfy other tax requirements, including the following:

(i) Loans. The amount of any plan loan that may be outstanding to the Participant in order for a Funding Agent to determine whether an additional plan loan, if available, satisfies the applicable loan limitations, so that any additional loan is not a deemed distribution under Code Section 72(p)(1); and

(ii) Tax Basis. Information concerning the Participant's or Beneficiary's tax basis in order for a Funding Agent to determine the extent to which a distribution is includable in gross income.

10.3 Limitation on Duties of Funding Agents.

(a) Participant Direction. To the extent that a Participant directs investment in or through a Funding Vehicle that continues to be available under Article 9, the Funding Agent may not exercise discretionary authority or control with respect to the selection or allocation of a Participant's account among investment choices. With respect to

implementation of a Participant's investment directions, the duties of the Funding Agents are limited to the following:

(i) Custody and Protection. To act as custodian of the assets transferred to the Funding Agent, and to protect the assets in its custody from loss by theft, fire, or other cause;

(ii) Acquisitions. To acquire additional assets in accordance with the directions of the Participant;

(iii) Dispositions. To sell or otherwise dispose of assets in accordance with the directions of the Participant;

(iv) Authorized Actions. To take other authorized actions in accordance with directions of the Participant;

(v) Accountings. To account for and render accountings with respect to the assets (except for assets held by another Funding Agent); and

(vi) Ministerial and Custodial Tasks. To perform other ministerial and custodial tasks in accordance with the direction of the Participant.

(b) Transfer. If assets are transferred to another Funding Agent, that Funding Agent shall have, and the Funding Agent from which the assets are transferred shall no longer have, the foregoing duties and powers with respect to those assets.

10.4 Accounting.

The Funding Agent must maintain accurate and detailed records of all investments, receipts, disbursements, and other transactions. The records must be available for inspection at all reasonable times by Persons designated by the Administrator.

(a) Report. Each Funding Agent must prepare and furnish to Participants periodic statements of account.

(b) Judicial Settlement. A dispute concerning the records or statement of account may be settled by a suit for an accounting brought by a Person having an interest in the account.

10.5 Appointment, Resignation, and Removal of Funding Agent.

Unless otherwise stated in an agreement between the Administrator and the Funding Agent, the appointment, resignation, and removal of a Funding Agent shall be subject to the following:

(a) Appointment. The Administrator shall appoint one or more vendors as Funding Agents currently designated to receive contributions under this plan.

(b) Resignation. A Funding Agent may resign from receipt of future contributions and/or transfers by written notice to the Administrator at least 60 days prior to the effective date specified in the notice.

(c) Removal. The Administrator may remove a Funding Agent from receipt of future contributions and/or transfers by written notice to the Funding Agent at least 60 days prior to the effective date specified in the notice.

(d) Successor. The Administrator may but is not required to appoint a successor Funding Agent by written instrument with the acceptance of the successor endorsed on the instrument, provided, however, that there shall always be at least one Funding Agent designated by the Administrator for this plan.

10.6 Action.

Actions by a Funding Agent must be either by a resolution of its governing body or by a written instrument executed by an authorized individual.

10.7 Responsibility of Nonfiduciary.

A transfer agent, brokerage, clearing house or any other Person that is not a fiduciary with respect to this plan and who has paid money or delivered property to a Funding Agent shall not be responsible for its application or for determining the propriety of the actions of the Funding Agent concerning the money or other property.

ARTICLE 11

Amendment, Mergers, Successor Employer

11.1 Amendment.

The Employer may amend this plan. Any modification to a collective bargaining agreement that affects the terms of this plan will be treated as an amendment to this plan to the extent it is not implemented by a separate amendment. An amendment may be retroactive or prospective, in the sole discretion of the Employer, except where prohibited by the Code. An amendment may reduce or eliminate future contributions and may be made without the consent of any other Person, except that an amendment may not:

(a) Reduce Participant's Account. Decrease the amount credited to a Participant's account at the time of the amendment; or

(b) Reduce Vested Percentage. Reduce a Participant's vested percentage as of the later of the date of adoption of the amendment or the effective date of the amendment.

11.2 Amendment by Volume Submitter Practitioner.

(a) Authorized Amendments. Warner Norcross + Judd LLP is permitted to amend this plan on behalf of the Employer for changes in the Code, Regulations, revenue rulings, other statements published by the Internal Revenue Service (including model, sample, or other required good faith amendments, but only if their adoption will not cause the plan to be individually designed), and for corrections of prior approved plans. Warner Norcross + Judd LLP will inform the Employer of amendments made to the plan, including, but not limited to, any amendment to discontinue the plan.

(b) Termination of Authority. Warner Norcross + Judd LLP will no longer have the authority to amend the plan on behalf of the Employer as of the date the first of the following causes the plan to become individually designed:

(i) Individually Designed. The date the plan is otherwise considered an individually designed plan due to the nature and extent of amendments by the Employer; or

(ii) Revocation. The date the Employer revokes, or is deemed to revoke, this authorization to amend on behalf of the Employer by notification to Warner Norcross + Judd LLP that they will no longer represent the Employer with respect to the plan.

11.3 Plan Merger or Transfer.

The Administrator may accept a direct transfer or assets from another Code Section 403(b) plan or this plan may be merged or consolidated, or its assets and liabilities may be transferred, in whole or in part, to another Code Section 403(b) plan if the following conditions are satisfied.

(a) Preservation of Account Balance. The Participant's account balance after the transfer would be equal to or greater than the account balance the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer.

(b) Preservation of Distribution Restrictions. The transferee plan provides that, to the extent any transferred amounts are subject to any distribution restrictions under Regulations Section 1.403(b)-6, the amounts transferred will remain subject to the distribution limitations after the transfer.

(c) Authorization. The Employer or the Administrator (to the extent the Employer has delegated merger or spin-off authority to the Administrator) and any former or new or successor employer authorize the merger, consolidation, or transfer.

11.4 Successor Employer.

If the Employer is dissolved, merged, consolidated, restructured, or reorganized, or if the assets or control of the Employer are transferred, this plan may be continued by the successor, and in that event, the successor will be substituted for the Employer.

ARTICLE 12

Termination

12.1 Right to Terminate or Discontinue Contributions.

This instrument may be revoked and the plan may be terminated by the Employer or Administrator (if, and to the extent, the Employer has delegated termination authority to the Administrator). The Employer reserves the right to cease or suspend further contributions at any time.

12.2 Discontinuance of Contributions.

If the Employer determines that it is no longer possible or desirable to make contributions, it may, without terminating this plan, take appropriate action to permanently discontinue further Employer Contributions. Upon discontinuance of Employer Contributions, the accounts of all affected Participants will be nonforfeitable. This plan will remain in force, and the Administrator and the Funding Agent will continue to administer this plan under its provisions except for Employer Contributions.

12.3 Effect of Termination.

(a) Nonforfeitability. Upon termination or partial termination of this plan, accounts of affected Participants shall be nonforfeitable.

(b) Distribution. Upon complete termination of this plan, the Administrator shall direct the Funding Agent to make distributions to affected Participants under Article 7 except as specified below.

(i) Alternative 403(b) Plan. If the Employer or Related Employer makes contributions to another Code Section 403(b) plan during the period beginning on the date of the termination of this plan and ending 12 months after all distributions have been made from the plan, the Participant's Vested Account Balance may not be distributed after plan termination unless less than 2% of the Employees who are Participants as of the date of the plan termination are eligible to participate in the other Code Section 403(b) plan during the period beginning 12 months prior to the date of termination and ending 12 months after all assets have been distributed.

(ii) Missing Participants. If a Participant cannot be located or efforts to communicate with the Participant fail to secure an election by the Participant, the Administrator shall direct the Funding Agent to distribute the Participant's Vested Account Balance under (A), (B) or (C) below, as applicable.

(A) Another 403(b) Plan. The Participant's Vested Account Balance will be transferred to any other Code Section 403(b) plan maintained by the Employer or Related Employer.

(B) Purchase Annuity Contract. If another Code Section 403(b) plan is not maintained by the Employer or Related Employer, an annuity contract will be purchased with the Participant's Vested Account Balance. The annuity contract must conform to the terms and limitations of this plan.

(C) Other Remedies. If the methods under (A) or (B) are not available or feasible for any reason, the Administrator, in its discretion, shall direct the Funding Agent to transfer the Participant's Vested Account Balance to (1) the trustee or custodian of an individual retirement account designated by the Administrator, (2) an interest-bearing federally insured bank account established by the Administrator in the name of the Participant, or (3) a state unclaimed property fund in the state of the recipient's last known address. In determining the appropriate course of action for a particular account, the Administrator may consider differing factors such as the amount of the distribution, the expense involved, the Administrator's ability to establish an individual retirement account, and any other factors the Administrator reasonably concludes are relevant.

12.4 No Reversion of Assets.

The University may not receive an amount from the plan upon termination or discontinuance of contributions.

ARTICLE 13

General Provisions

13.1 Spendthrift Provision.

An interest in the assets of the plan shall not be subject to assignment, conveyance, transfer, anticipation, pledge, alienation, sale, encumbrance, or charge, whether voluntary or involuntary, by a Participant or Beneficiary except under a DRO or as permitted in subsection (a) or (b).

(a) Not Security. An interest shall not provide collateral or security for a debt of a Participant or Beneficiary or be subject to garnishment, execution, assignment, levy, or to another form of judicial or administrative process or to the claim of a creditor of a Participant or Beneficiary, through legal process or otherwise, except for a claim the Funding Agent may have against the same as security for a Participant loan.

(b) Offset/Felony. The interest of a Participant who is convicted of or enters a nolo contendere plea accepted by the court for a felony arising out of the Participant's service as a public employee may be offset by an order of the court in accordance with the Public Employee Retirement Benefits Forfeiture Act (Act 350 of the Michigan Public Acts of 1994).

(c) Attempts Void. Any other attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of benefits payable, before actual receipt of the benefits, or a right to receive benefits, shall be void. The plan shall not be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of a person entitled to benefits. The benefits and plan assets under this plan are not considered an asset of a Participant or Beneficiary in the event of insolvency or bankruptcy.

13.2 Effect Upon Employment Relationship.

The adoption of this plan does not create a contract of employment between the University and an Employee, confer upon an Employee a legal right to continuation of employment, or limit or qualify the right of the University to discharge or retire an Employee at will.

13.3 No Interest in Employer Assets.

Nothing in this plan shall be construed to give an Employee, Participant, or Beneficiary (including an alternate payee) an interest in the assets or the business affairs

of the Employer, or the right to examine the books and records of the Employer. A Participant's rights are solely those granted by this instrument.

13.4 Benefits Payable by Funding Vehicles.

All benefits to which Persons become entitled to under this plan shall be provided only through Funding Vehicles and only to the extent of the value of those vehicles. No benefits are provided or paid directly by the Employer.

13.5 Construction.

The singular includes the plural, and the plural includes the singular, unless the context clearly indicates the contrary. Capitalized terms have the meaning specified in this plan. If a term is not defined, the term has the general, accepted meaning of the term. Any period of time described in this plan consists of consecutive days, months, or years, as appropriate.

13.6 Severability.

If any provision of this plan is invalid, unenforceable, or disqualified under applicable state law, the Code or Regulations, for any period of time, the remaining provisions shall remain in effect.

13.7 Governing Law.

This plan shall be interpreted, administered, and managed in compliance with the Code and Regulations. This plan shall also be interpreted, administered, and managed in compliance with the laws of the State of Michigan.

13.8 No Diversion.

The plan is established and must be administered for the exclusive benefit of Participants and their beneficiaries.

The University has executed this instrument this 29th day of June, 2020.

FERRIS STATE UNIVERSITY

By Jim Barthelemy
Its Vice President Admin + Finance

University

17819951-1

SCHEDULE A

(a) Historical 403(b) Plans. The University previously maintained the Kendall College of Art & Design of Ferris State University Faculty Members 403(b) Tax Sheltered Annuity Retirement Plan and the Kendall College of Art & Design of Ferris State University Administrative and Staff 403(b) Tax Sheltered Annuity Retirement Plan.

(b) 2016 Merger and Restatement. The plans listed under (a) above were merged into one plan effective as of December 1, 2016. The resulting plan, the Kendall College of Art & Design of Ferris State University Section 403(b) Retirement Plan, was amended and restated on November 1, 2016, effective December 1, 2016.

(c) 2020 Restatement. In accordance with Revenue Procedure 2017-18, the University amended and restated the Kendall College of Art & Design of Ferris State University Section 403(b) Retirement Plan by adopting a volume submitter 403(b) plan sponsored by Warner Norcross + Judd LLP ("WNJ") during the remedial amendment period applicable to a pre-approved 403(b) volume submitter plan, effective January 1, 2020.

SCHEDULE B

Funding Agents/Funding Vehicles

The Funding Agents designated by the University to accept contributions on or after December 1, 2016, are:

Teachers Insurance and Annuity Association of America (TIAA)
Fidelity

The following is a list of Funding Agents who were approved to accept contributions prior to July 1, 2016:

AXA Equitable
Lincoln Financial
Mass Mutual
MEAFS
VALIC

The Funding Vehicles are a custodial account as defined in Section 9.1(b) and an annuity contract as defined in Section 9.1(a).