

RETIREMENT PROGRAM
for U.S. Citizen and Resident Alien Employees
of the
American University of Beirut
Amended and Restated
Generally Effective
As Of
January 1, 2024

PROGRAM PURPOSE

The purpose of this Retirement Program is to encourage Employees to make and continue careers with the American University of Beirut. The benefits provided under this Program will be based upon the aggregate amount of contributions paid by the University and the Employee and will depend in part upon the investment results under the applicable funding vehicle.

This written instrument is intended to meet certain formal requirements of the U.S. Employee Retirement Income Security Act of 1986. Contributions payable on and after January 1, 2006, will be contributed to a group custodial account. Contributions payable prior to January 1, 2006, were contributed to tax-deferred individual annuity contracts issued by Teachers Insurance and Annuity Association and College Retirement Equities Fund (TIAA-CREF). Amounts contributed to the TIAA-CREF annuity contracts which are not transferred to the group custodial account will be governed by such individual annuity contracts, which shall be the governing documents and control the payment of any benefits. Such annuity contracts, the group custodial account and any salary reduction agreements executed under this Program are intended to qualify for the special federal income tax treatment afforded by Section 403(b) of the U.S. Internal Revenue Code of 1986, as now in effect or hereafter amended, and the regulations issued thereunder.

Effective January 1, 2006, this Program document was amended and restated, and the Tax Deferred Annuity Program for U.S. Citizen and Resident Alien Employees of the American University of Beirut was merged into the Program. The Plan was subsequently amended and restated effective January 1, 2009, January 1, 2016, January 1, 2022, January 1, 2023 and the Plan is hereby again amended and restated generally effective January 1, 2024, including certain provisions effective at earlier and later dates where stated.

SECTION 1. DEFINITIONS

As used herein:

1.1 “Account” means the account established and maintained with respect to a Participant pursuant to Section 4.1, including any amounts contributed by or with respect to a Participant under this Program as a Salary Reduction Contribution, Salary Deduction Contribution, Roth Contribution, as a Rollover Contribution pursuant to Section 4.3, or as a Transfer Contribution pursuant to Section 4.3, as well as any Employer Contributions made with respect to such Participant, each of which type of contribution shall be held in a separate subaccount.

1.2 “Act” means the U.S. Federal Employee Retirement Income Security Act of 1974 as the same may be amended and any applicable regulations or temporary rules or guidelines promulgated under the Act pending the issuance of such regulations, by any governmental authority.

1.3 “Beneficiary” means the beneficiary or beneficiaries designated by an Employee to receive the amount, if any, payable under the Program upon his death. The Employee may designate a primary Beneficiary (the “Primary Beneficiary”) and a contingent Beneficiary (the “Contingent Beneficiary”). Notwithstanding the foregoing, the spouse of a married Employee shall be the Employee’s Primary Beneficiary unless the spouse has consented to the designation of another beneficiary in accordance with the Act or unless no such spousal consent is required by the Act. If there is no designated Beneficiary, the Participant’s spouse, if any, will be deemed the Beneficiary, or if no spouse, the Participant’s estate will be deemed the Beneficiary.

1.4 “Board of Trustees” means the Board of Trustees of the University. Action by the Board of Trustees may be taken by the Board of Trustees or by a duly authorized committee thereof.

1.5 “Code” means the U.S. Internal Revenue Code of 1986 as the same may be amended and any applicable regulations or temporary rules or guidelines promulgated under the Code pending the issuance of such regulations, by any governmental authority.

1.6 “Committee” means the Employee Benefit Committee provided for in Section 7.1. For purposes of the Act and with respect to the matters for which the Committee or the University are responsible hereunder or under the Group Custodial Account, the Committee shall be the administrator, and the members of the Committee shall be named fiduciaries of this Program.

1.7 “Compensation” means, for Employees who are not members of the Faculty of Medicine of the University, the basic salary, as determined in the Employee’s letter of appointment, received by an Employee for services to the University for any period under consideration which is includable in the recipient’s gross income for U.S. Federal income tax purposes (before application of any foreign earned income exclusion), except as may be specifically excluded under this Section 1.7. For Employees who are members of the Faculty of Medicine of the University, “Compensation” means the sum of the amount received by the Employee as basic salary, as determined in the Employee’s letter of appointment, unless the Employee participates in the Medical Practice Plan, in which event “Compensation” means the sum of the amounts received by the Employee as Teaching and Administrative salary, plus monthly MPP payments on account and, effective on and after October 1, 2009, administrative supplement payments, which are includable in the recipient’s gross income as W-2 income for U.S. Federal income tax purposes (before application of any foreign earned income exclusion), except as may be specifically excluded under this Section 1.7. In all events, however, Compensation for all Employees is determined before reduction for employee contributions hereunder or for elective amounts under Section 125, 132(f), 401(k) or 457(b) of the Code, but does not include (i) any other amounts paid from or contributed to any other group insurance or employee benefit program or plans established or maintained by the University, or (ii) any other benefit, incentive payment or allowance including a housing, education or travel allowance, or (except with respect to monthly MPP payments on account and, effective on and after October 1, 2009, administrative supplement payments, where applicable) any other amount paid by the University relating to the performance of extra duties by an Employee. Notwithstanding the foregoing, for any calendar year Compensation shall not exceed \$280,000 for 2019, \$285,000 for 2020, \$290,000 for 2021, \$305,000 for 2022, \$330,000 for 2023, \$345,000 for 2024 and \$350,000 for 2025 (or such other amount as applies under Section 401(a)(17) of the Code), adjusted for increases in the cost-of-living in accordance with the Code, with such limit pro-rated where participation is only for a

portion of a calendar year and where, for any or all of the remainder of the same calendar year, the Employee actively participated in the Retirement Program Plan “B” for Non-U.S. Citizen or Resident Alien Employees of the American University of Beirut (formerly known as the Retirement Program Plan “B” for Non-U.S. Citizen Employees of the American University of Beirut) (“Plan B”). Notwithstanding the foregoing, pursuant to Treasury Regulation §1.403(b)-3(b)(4), Compensation does not include amounts paid after severance from employment, other than regular pay (as otherwise includible as Compensation above) paid to former employees with respect to compensation described in Treasury Regulations §§1.415(c)-2(e)(3)(i) and (ii). Effective on and after January 1, 2023, Compensation, as defined in this Section 1.7 and solely for purposes of Employee contributions and Employer Contributions, that is paid in Lebanese pounds, will be converted to U.S. dollars using the official Lebanese exchange rate in effect on January 1, 2023.

1.8 “Custodian” means the entity acting as custodian under the Group Custodial Account. For purposes of the Act, the Custodian shall be solely responsible with respect to the matters for which it is made responsible under the Group Custodial Account, and, to the extent required by the Act, each Custodian shall be qualified under any applicable state law to do business and to manage, acquire and dispose of assets thereunder and under this Program.

1.9 “Effective Date” means January 1, 1981.

1.10 “Elective Deferrals” mean any contributions made under the Program at the election of a participant in the Program pursuant to a salary reduction agreement, including a Salary Reduction Agreement and/or a Roth Agreement, relating to compensation earned after the execution of the salary reduction agreement, and that otherwise complies with the requirements of Section 403(b) of the Code.

1.11 “Employee” means any United States citizen or United States resident alien employee of the University receiving compensation from the University, and any United States non-resident alien who is not an academic appointee and who is assigned to work in or remotely but reporting to the New York office of the University (as his or her principal work location, including remotely) pursuant to a valid visa, who is not a student who is enrolled and regularly attending classes at the University and whose services for the University are described in Code Section 3121(b)(10). Solely for purposes of Salary Reduction Contributions and Roth Contributions, an “Employee” also includes any other employee of the University who is not a student who is enrolled and regularly attending classes at the University and whose services for the University are described in Code Section 3121(b)(10), and who is not a United States non-resident alien described in Code Section 410(b)(3)(C). Notwithstanding the above, the definition of Employee for purposes of Salary Reduction Contributions and Roth Contributions shall not include (a) with respect to the twelve month period beginning on the date the employee’s employment commenced, an employee reasonably expected to work fewer than 1,000 hours of service in such twelve month period and (b) with respect to each Plan Year ending after the close of such initial twelve month period, an employee who had fewer than 1,000 hours of service in the previous twelve month period; provided, however, that once an employee becomes eligible for the Program he will not be excluded from the definition of Employee solely because he is not expected to meet, or does not meet, the service requirements in this sentence. Furthermore, the definition of Employee for purposes of Salary Deduction Contributions and University

contributions pursuant to Section 4.1(a) shall not include an employee who is customarily employed on a part-time, temporary or irregular basis for less than 1,000 hours of service per year unless he or she is credited with 1,000 hours of service in a “Computation Period,” in which event such employee shall be considered an Employee as of the first day following the last day of the Computation Period in which the employee is credited with 1,000 hours of service. For these purposes, a “Computation Period” with respect to an employee is the first 12-month period commencing on the employee’s date of hire, and each Plan Year commencing after the start of such initial 12-month period. Notwithstanding the above, effective January 1, 2025, the definition of Employee for purposes of Salary Reduction Contributions, Roth Contributions, Salary Deduction Contributions and Catch-Up Contributions shall not exclude employees solely on the basis of the number of hours of service worked or expected to be worked. For the avoidance of doubt, this change shall not apply to the definition of Employee for purposes of Employer Contributions.

1.12 “Employer Contributions” means the amounts contributed by the University to the Plan pursuant to Section 4.

1.13 “Faculty Employee” means (a) any regular Employee who is an academic appointee of the University (including for these purposes a member of the Faculty of Medicine of the University with an Unmodified or Suffixed-Track appointment but not a member of the Faculty of Medicine of the University with a Prefixed-Tract appointment) or is an Employee who is assigned to work in or remotely but reporting to the New York office or is an Employee approved by the Committee who is in the management group, who (i) receives Compensation, and who (ii) is not covered by or subject to any social security, labor law, end-of-service indemnity, death benefit, disability, retirement, termination or similar such program, maintained directly or indirectly by the government of Lebanon, and (b) any regular Employee who is not an academic appointee of the University but who is in the management group and whose employment as a non-academic appointee of the University, as of January 1, 2015, was subject to an agreement with the University stipulating participation in this Program and eligibility for Employer Contributions hereunder even while eligible for benefits or contributions under a program described in clause (a)(ii) above, solely for the period during which such Employee’s employment is subject to such an employment agreement stipulating participation in this Program and eligibility for Employer Contributions hereunder. Notwithstanding the above, effective January 1, 2022, i) prior to March 1, 2023, an Employee’s employment as a Research Assistant or an Academic Assistant will not impact whether they are considered a Faculty Employee, and ii) any Employee who is employed as a Research Assistant or an Academic Assistant will not be considered a Faculty Employee effective on and after March 1, 2023, unless, and during the period that, such appointment is funded by one or more external grants that have a benefits line in the grant budget; provided, however, that Research Assistants and Academic Assistants who are employed by the University pursuant to the terms of a letter of appointment in effect on March 1, 2023 stipulating eligibility for the Program will continue to be considered Faculty Employees until the termination of such letter of appointment (without regard to any extensions or renewals).

1.14 “414(s) Compensation” means a definition of compensation determined by the Committee that satisfies the nondiscrimination requirements of Code Section 414(s) and the regulations thereunder, and limited to the extent required by law. The period for determining

414(s) Compensation shall be the Plan Year, except that, to the extent permitted by law, the Committee may further limit the period taken into account to that part of the Plan Year in which an Employee was a Faculty Employee. The period used to determine 414(s) Compensation shall be applied uniformly (including such permitted limitation as described above) to all Participants for the Plan Year.

1.15 “Group Custodial Account” means the group custodial account under which the Program assets are held. The Group Custodial Account shall satisfy the requirements of Sections 401(f)(2) and 403(b)(7) of the Code, under which amounts paid by the University under this Program will be treated as amounts contributed by an employer to an annuity contract in accordance with Section 403(b)(7) of the Code.

1.16 “Participant” means an Employee participating in the Program.

1.17 “Plan Year” means the calendar year.

1.18 “Program” means the Retirement Program for U.S. Citizen and Resident Alien Employees of the American University of Beirut as reflected in this document, the Group Custodial Account Agreement, and to the extent that amounts under the Program are governed by individual annuity contracts issued by TIAA-CREF, such individual annuity contracts, each of which constitutes part of the Program.

1.19 “Qualified Individual” means any individual: (a) who was diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (each and together, “COVID-19”) by a test approved by the Centers for Disease Control and Prevention; (b) whose spouse or dependent (as defined in Section 152 of the Code) was so diagnosed; (c) who has experienced adverse financial consequences because (i) the individual, the individual’s spouse, or a member of the individual’s household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (ii) the individual, the individual’s spouse, or a member of the individual’s household was unable to work due to lack of childcare due to COVID-19; (iii) a business owned or operated by the individual, the individual’s spouse, or a member of the individual’s household closed or reduced hours due to COVID-19; or (iv) the individual, the individual’s spouse, or a member of the individual’s household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or the individual satisfied other factors as determined by the Secretary of the Treasury (or the Secretary’s delegate).

1.20 “Roth Agreement” means an agreement in a form approved by the Committee executed by an Employee providing for after-tax Roth contributions to the Program.

1.21 “Roth Contribution” and “Roth Contribution Account” mean those contributions made on behalf of a Participant on an after-tax basis in accordance with such Participant’s irrevocable election as a Roth elective deferral pursuant to Section 3.1 (made in lieu of all or a portion of the pre-tax elective deferrals that the Participant is otherwise eligible to make under the Program), and that portion of the Participant’s Account to which such contributions are credited and earnings thereon. Roth Contributions made on behalf of a Participant will be treated by the University as includible in the Participant’s income at the time the Participant would have

received that amount in cash if the Participant had not made a cash or deferred election. The Program will maintain a record of the amount in each Participant's Roth Contribution Account. Gains, losses, and other credits or charges will be separately allocated to each Participant's Roth Contribution Account and the Participant's other accounts under the Program. No contributions other than Roth Contributions and properly attributable earnings will be credited to each Participant's Roth Contribution Account.

1.22 "Salary Deduction Agreement" means an agreement in a form approved by the Committee executed by an Employee providing for after-tax contributions to the Program.

1.23 "Salary Deduction Contribution" and "Salary Deduction Account" mean those contributions made on behalf of a Member on an after-tax basis in accordance with such Member's Salary Deduction Agreement election pursuant to Subsection 3.1 (but not made as Roth Contributions) and that portion of the Member's Account to which such contributions are credited and earnings thereon.

1.24 "Salary Reduction Agreement" means an agreement in a form approved by the Committee executed by an Employee providing for pre-tax contributions to the Program.

1.25 "Salary Reduction Contribution" and "Salary Reduction Account" mean those Employer Contributions made on behalf of a Member on a pre-tax basis in accordance with such Member's Salary Reduction Agreement election pursuant to Subsection 3.1 and that portion of the Member's Account to which such contributions are credited and earnings thereon.

1.26 "University" means the American University of Beirut, a non-profit corporation organized under the laws of the State of New York and exempt from Federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986.

1.27 "Valuation Date" means any business day the New York Stock Exchange is open for trading.

SECTION 2. ELIGIBILITY

2.1 Subject to the provisions of Section 3 and except as otherwise provided by the Committee, Employees shall be eligible to participate in this Program as follows:

(a) Each Employee not otherwise excluded from such eligibility pursuant to Section 1.11 shall be eligible to make Elective Deferrals to the Program.

(b) Each Faculty Employee in the active service of the University on the Effective Date shall be eligible to participate in the Employer Contribution portion of this Program and shall be permitted to make Salary Deduction contributions as of such date if the Faculty Employee has then attained age 21.

(c) Each other Faculty Employee shall be eligible to participate in the Employer Contribution portion of this Program and shall be permitted to make Salary Deduction contributions on the first payroll date next following (i) his first date of employment with the University, or (ii) the date on which such Faculty Employee becomes an Employee who is a Faculty Employee or (iii) the date on which such Faculty Employee attains age 21, whichever is latest, or such other date or dates permitted by the Committee.

(d) Contributions by the University toward the future service benefit of a Faculty Employee who does not choose to participate on the date the Faculty Employee first becomes eligible for the Employer Contribution portion of this Program shall commence at the end of the first month following the date on which the Faculty Employee elected to participate. Past service benefits shall not accrue to an Employee who elects not to join the Program on the Effective Date.

(e) Employees are only eligible to participate in the Employer Contribution portion of this Program, and to make Salary Deduction Contributions to this Program, while satisfying the definition of Faculty Employee. If an Employee's status changes so that he or she no longer meets the definition of Faculty Employee, no further Employer Contributions will be made on his or her behalf under the Plan and he or she may no longer make Salary Deduction Contributions.

2.2 Notwithstanding Sections 2.1 and 3.2, and subject to Section 7.1(a) and applicable law, the Committee may modify the conditions upon which participation is authorized or the terms of participation for any person or class of persons.

SECTION 3. PARTICIPATION

3.1 As a condition of participation in this Program, each Employee who is eligible to participate in accordance with Section 2 shall execute and file with the Committee any enrollment form, waiver, Salary Reduction Agreement, Salary Deduction Agreement, Roth Agreement and other document or pertinent information concerning such Employee and such Employee's Beneficiary which the Committee and the Custodian may require and shall authorize the University to obtain on his behalf an exemption from making payments into the Lebanese National Social Security Fund where appropriate. An Employee shall begin participation in the Program on the first day of the month coincident with or next following the date of employment or the date the Employee becomes eligible to participate. If the participation of an eligible Employee in this Program does not commence on the date the Employee first becomes eligible, then, regardless of the reason for such delay, such Employee's participation may, if the Employee so elects and, to the extent practicable, permitted by the Committee and solely to the extent permitted by law, be commenced retroactively by the Employee paying as an Employee contribution under the Program the aggregate amount of contributions that the Employee would have paid had his participation not been delayed.

3.2 Active participation in the Program shall terminate: (i) upon termination of service with the University, or, if earlier, upon a Participant's ceasing to be an Employee as defined in Section 1.11 and (ii) upon termination of each Salary Reduction Agreement, Salary Deduction

Agreement or Roth Agreement otherwise required by the Committee, in which case active participation may be resumed only upon such terms and conditions as the Committee may decide. In the event a former Participant again becomes eligible to participate in the Program, to the extent directed by the Committee, active participation may recommence as soon as practicable after such renewed eligibility. No further contributions shall be made on behalf of an Employee whose participation in the Program shall terminate, except upon such terms and conditions as the Committee may decide.

SECTION 4. CONTRIBUTIONS AND FUNDING

4.1 (a) The University shall contribute an amount equal to 10 percent of the Compensation of each Participant who is eligible for Employer Contributions pursuant to Section 2.1(b) or (c) (and whose eligibility has not ceased pursuant to Section 2.1(e) or otherwise) for each month in which the Participant contributes a total of at least 5 percent of his Compensation under this Program (pursuant to a Roth Agreement, a Salary Reduction Agreement or a Salary Deduction Agreement), and, between March 1, 2023 and June 30, 2024, for each month in which the Participant's contribution reaches the applicable legal cap and solely for that reason cannot be a full 5% of his Compensation. (For the avoidance of doubt, effective on and after January 1, 2023, for these purposes Employee contributions and Employer Contributions shall be determined with regard to Compensation as defined in Section 1.7, and any amounts paid in Lebanese pounds will be converted to U.S. dollars prior to calculating the amount to be contributed using the official Lebanese exchange rate in effect on January 1, 2023). Such amount shall be fully vested upon contribution. The University shall establish and maintain or cause to be established and maintained in respect of each Participant an Account showing his interest under the Program (including separate accounts showing his respective interests, if any, in each of the investment funds permitted under the Program and listed on "The Plan A Investment List" which shall be incorporated into this Program document by reference) with respect to each subaccount and all relevant data pertaining thereto.

(b) For each month of active participation, each Participant may elect to contribute a portion of his Compensation for such month up to such amount as is determined by the Committee. If elected, Employee contributions under this Program shall in each case be withheld by payroll deductions pursuant to a Roth Agreement, Salary Reduction Agreement or Salary Deduction Agreement. (For the avoidance of doubt, effective on and after January 1, 2023, Employee contributions shall be determined with regard to Compensation as defined in Section 1.7, and any amounts paid in Lebanese pounds will be converted to U.S. dollars prior to calculating the amount to be contributed pursuant to the applicable agreement using the official Lebanese exchange rate in effect on January 1, 2023.) Participant elections to change the amount of Compensation contributed to the Plan will become effective as soon as practicable (generally as of the next payroll date, but subject to administrative cutoff requirements). Notwithstanding any other provisions herein, effective as of January 1, 2007, only those Participants eligible to participate in the Employer Contribution portion of the Program pursuant to Section 2.1(b) or (c) shall be eligible to contribute Compensation to the Program on an after-tax basis pursuant to a Salary Deduction Agreement.

(c) Notwithstanding the foregoing provisions, contributions made during any calendar year by or with respect to an Employee in accordance with this Section 4.1 shall not, to the extent administratively feasible, exceed the lesser of (i) \$56,000 in 2019, \$57,000 in 2020, \$58,000 in 2021, \$61,000 in 2022, \$66,000 in 2023, \$69,000 in 2024 and \$70,000 in 2025 or (ii) 100 percent of the Employee's includible compensation (within the meaning of Section 415(c)(3)(E) of the Code but considering compensation of other employers controlled by the Participant to the extent provided in Treasury Regulations Section 1.415(c)-2(g)) for the year, unless Section 415 of the Code otherwise provides that a greater amount (through cost-of-living increases or otherwise) may be contributed. For purposes of applying this limit, contributions to other plans (including other plans maintained by other employer(s) controlled by the Participant) shall only be aggregated with contributions to this Plan to the extent required by Code Section 415 and applicable Treasury Regulations. Effective January 1, 2009, "includible compensation" shall include differential wage payments (as defined in Code Section 3401(h)(2)) paid by the University and any entity required to be aggregated with the University for this purpose.

(d) Except as otherwise provided in Section 4.1(f), in no event shall the amount of contributions made in accordance with Section 402(g)(3)(C) of the Code for any calendar year be in excess of (a) \$19,000 in 2019, \$19,500 in 2020 and 2021, \$20,500 in 2022, \$22,500 in 2023, \$23,000 in 2024 and \$23,500 in 2025 as increased (through cost-of-living or otherwise) by the Secretary of Treasury in accordance with the Code. If a Participant in the Program has Employee contributions made as Salary Reduction Contributions or Roth Contributions in accordance with Section 402(g) of the Code that exceed (when combined with other elective deferrals required to be considered under Section 402(g) of the Code) the dollar limits in effect under Code Section 402(g) at the beginning of the tax year, the Participant may designate the contributions made during a taxable year under this Program as Excess Elective Deferrals by notifying the Committee by March 1 (or such other date determined by the Committee) of the next following tax year of the amount of the excess. Notwithstanding any other provision of this Program, Excess Elective Deferrals, adjusted to reflect any credited investment experience up to the end of the year with respect to which the Excess Elective Deferrals were contributed, must be distributed by the Custodian no later than April 15 of the next following tax year to any Participant in the Program for whom deferrals in excess of the limits under Code Section 402(g) are made or who designates the contributions as excess for such taxable year.

To the extent permitted by Code Section 415 and the regulations promulgated thereunder, and provided the following is a permissible method under, and in accordance with, the Internal Revenue Service's Employee Plans Compliance Resolution System ("EPCRS") or is otherwise permitted pursuant to Treasury Regulations Section 1.403(b)-4(f)(3), if employee contributions (whether Salary Reduction, Salary Deduction or Roth) under this Program with respect to a Participant cause the contributions made under the Program with respect to the Participant to exceed the Section 415 limitations, the excess amount, plus any gain attributable to the excess, will (unless the Participant directs otherwise) be distributed to the Participant, with amounts distributed first attributable to Salary Deduction Contributions, then, to the extent necessary, attributable to Salary Reduction Contributions, and then, to the extent necessary, to Roth Contributions. In all instances any correction shall be made in accordance with the EPCRS or Treasury Regulations Section 1.403(b)-4(f)(3). To the extent correction is not made through distributions, the amounts contributed in excess of the Section 415 limitations shall be maintained in a separate subaccount on behalf of the Participant to the extent required by

Treasury Regulations Section 1.403(b)-4(f)(2). Where any contributions have been made by mistake of fact, they may be returned to the University to the extent permitted by applicable law. Corrections may also be made (which may, but need not be limited to, corrective distributions of amounts previously contributed) to ensure compliance with Code Section 403(b)(12) and related provisions.

(e)(i) The amount of contributions made by and with respect to an Employee will be subject to the Average Contribution Percentage (“ACP”) test of Section 401(m) of the Code. The ACP for a Plan Year for Participants who are Highly Compensated Employees for each Plan Year and the ACP for Participants who were Non-Highly Compensated Employees for the Plan Year must satisfy one of the following tests:

1. The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the ACP for Participants who are Non-highly Compensated Employees for the Plan Year multiplied by 1.25; or
2. The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the ACP for Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by 2, provided that the ACP for participants who are Highly Compensated Employees does not exceed the ACP for participants who are Non-Highly Compensated Employees by more than 2 percentage points.

For purposes of this Section 4.1(e), the ACP for a Plan Year means, for each specified group of employees, the average (determined to the nearest hundredth of a percent) of the ratios (referred to as ACRs and calculated separately for each employee in such group (each to the nearest hundredth of a percent)) of (a) the Employer Contributions made on behalf of such Participant for such Plan Year, plus contributions made by the Participant pursuant to a Salary Deduction Agreement for such Plan Year, to (b) the amount of such employee’s 414(s) Compensation, provided that additional Employer Contributions or contributions made pursuant to a Salary Deduction Agreement under Code Section 414(u), shall not be considered in determining an employee’s ACR. An employee’s ACR shall be zero if no Employer Contributions are made on his or her behalf and for such Plan Year and he or she does not make any contributions pursuant to a Salary Deduction Agreement for such Plan Year. If the Plan and one or more other plans of the University to which matching contributions or employee contributions (as defined for purposes of Section 401(m) of the Code) are made are treated as one plan for purposes of Section 403(b)(12)(A) of the Code, all such matching contributions and employee contributions under such plans shall be treated as being made under a single plan for purposes of this Section 4.1(e). The ACR taken into account under this Section 4.1(e) for any Highly Compensated Employee who participates in two or more plans of the University to which contributions with respect to which Section 401(m) of the Code applies are made shall be determined as if all such contributions were made under a single plan, to the extent required by applicable law. The determination and treatment of the ACR of any employee shall satisfy such other requirements as may be required by Section 401(m) of the Code and the Regulations (including Treasury Regulation Section 1.401(m)-2(a)(5)(ii)). In the event that the provisions of Section 410(b)(1)(B) are

applied with respect to the Plan, the Committee may, in applying the provisions of this Section 4.1(e)(i), exclude from consideration all Employees, other than Highly Compensated Employees, who have not met the minimum age and service requirements of Section 410(a)(1)(A) of the Code.

For the purposes of this Section 4.1, Highly Compensated Employee shall mean an Employee who meets the Code Section 414(q) definition of highly compensated employee in effect for that Plan Year and Non-Highly Compensated Employee shall mean an Employee who does not meet the Code Section 414(q) definition of highly compensated employee in effect for that Plan Year.

(ii) The Committee shall determine as of the end of the Plan Year, and at such time or times in its discretion, whether one of the actual contribution percentage tests specified above is satisfied for such Plan Year. In the event that neither of the actual contribution percentage tests is satisfied, the Committee shall (A) refund the excess aggregate contributions in the manner described in Subsection 4.1(e)(iii) and/or (B), solely to the extent directed by the Board of Trustees or a duly authorized committee appointed by or at the direction of the Board of Trustees or a committee thereof, direct that additional contributions shall be made to the Plan by the University which shall be (w) nonforfeitable, (x) subject to the distribution requirements otherwise applicable to contributions made pursuant to Salary Reduction Agreements, (y) allocated to the accounts of Employees who are Faculty Employees who have met the requirements of Section 2.1(b) or (c) (and whose eligibility for Employer and Salary Deduction Contributions has not ceased pursuant to Section 2.1(e) or otherwise) but who are not Highly Compensated Employees as otherwise described above, and (z) treated as “qualified nonelective contributions” under Treasury Regulations Section 1.401(k)-6.

Qualified nonelective contributions, if any, made by the University pursuant to this Section 4.1(e)(ii) shall be allocated in the manner designated by the Board of Trustees or a committee thereof or its delegatee. Such allocation may be in one of the following methods.

1. Under the first alternative method, such allocation shall first be to the account of the eligible Faculty Employee who is a Non-Highly Compensated Employee whose 414(s) Compensation for the year to which the compensation relates is lowest (up to the maximum extent permitted by law, except as provided below), then to the eligible Faculty Employee who is a Non-Highly Compensated Employee whose 414(s) Compensation for the year to which the contribution relates is next lowest (to the maximum extent permitted by law, except as provided below), with further allocations then made in the same manner to the series of such eligible Faculty Employees who are Non-Highly Compensated Employees whose 414(s) Compensation for such year was the next lowest (up to the maximum amount permitted by law, except as provided below), until the entire amount of such contributions has been so allocated, provided that such qualified nonelective contributions shall not be allocated or taken

into account for a Plan Year for an Employee in an amount in excess of the product of that Employee's compensation and two times the Plan's "representative contribution rate" determined in accordance with U.S. Treasury Regulation Section 1.401(m)-2(a)(6)(v).

2. Under the second alternative method, such qualified nonelective contributions shall be allocated to the Accounts of each eligible Faculty Employee who is a Non-Highly Compensated Employee on a pro-rata basis based on the comparative 414(s) Compensation of such Employees.
3. Under the third alternative method, such qualified nonelective contributions shall be allocated as an additional matching contribution related to a stated level of employee contributions made by each eligible Faculty Employee who is a Non-Highly Compensated Employee.

If any additional Employer contributions are timely made pursuant to this Subsection 4.1(e)(ii), they shall be considered, along with the Employer Contributions described in Section 4.1(a), in applying the ACP test described in this Section 4.1(e) for the Plan, for the year to which they relate.

For purposes of this Section 4.1(e), "excess aggregate contributions" means, with respect to any Plan Year and with respect to all Participants, the excess of the aggregate amount of contributions (and any earnings and losses allocable thereto) made as Employer Contributions and made pursuant to Salary Deduction Agreements of Highly Compensated Employees for such Plan Year, over the maximum amount of such contributions that could be made as Employer Contributions and contributions pursuant to Salary Deduction Agreements with respect to such Participants without violating the requirements of Subsection 4.1(e)(i), determined as if the maximum permitted ACR for Highly Compensated Employees were the "highest permitted ACR" that would satisfy such requirements. For these purposes, the "highest permitted ACR" is equal to the ACR that would result if the ACR of the Highly Compensated Employee(s) with the highest ACR were reduced by the amount required to cause the Participant's ACR to equal the ACR of the Highly Compensated Employee with the next highest ACR, and with that action repeated until the requirements of Subsection 4.1(e)(i) would have been met (and with the last reduction only to the ACR level required to meet the requirements of Subsection 4.1(e)(i)). The amount, if any, of excess aggregate contributions apportioned to each Highly Compensated Employee shall then be determined by reducing the contributions made pursuant to Salary Deduction Agreements and Employer Contributions (together "ACR Amounts") of the Highly Compensated Employee for whom the ACR Amounts were the greatest for such Plan Year, until such ACR Amounts are reduced to be equal to the next greatest amount of ACR Amounts of a Highly Compensated Employee for such Plan Year, with such procedure then repeated (and the amount of each Participant's reductions apportioned to the affected Participant), until the entire amount excess aggregate contributions for the Plan for such Plan Year has been so apportioned.

(iii) If the Committee is required to refund excess aggregate contributions apportioned to any Highly Compensated Employee for a Plan Year in order to satisfy the requirements of Subsection 4.1(e)(i), then the refund of such apportioned excess aggregate contributions shall be made with respect to such Highly Compensated Employee to the extent practicable before the 15th day of the third month immediately following the Plan Year for which such excess aggregate contributions were made, but in no event later than 12 months after the end of the Plan Year or, in the case of the termination of the Plan in accordance with Section 8, no later than the end of the twelve-month period immediately following the date of such termination. For each of such Participants, the amounts so refunded shall be made in the following order of priority: (A) by distributing amounts contributed pursuant to Salary Deduction Agreements that were not matched with Employer Contributions and earnings thereon; (B) then by distributing amounts contributed pursuant to Salary Deduction Agreements that were matched with Employer Contributions, along with the related Employer Contributions, and earnings thereon, and (C) then by distributing other Employer Contributions and earnings thereon. For purposes of this Section 4.1(e)(iii), the Employer contributions made with respect to a Participant pursuant to Section 4.1(a) shall be deemed to match the first 5% of the Participant's Compensation contributed as the Participant's contributions, with such Employer Contributions deemed to first match and be related to Employee contributions made pursuant to Roth Contribution or Salary Reduction Agreements and Catch-Up Contributions, and last to match Employee contributions made pursuant to Salary Deduction Agreements. The amount of earnings on amounts to be refunded or forfeited shall include any earnings and/or losses attributable for the Plan Year, and solely with respect to Plan Years beginning prior to January 1, 2008, shall include earnings and/or losses for the period between the end of the Plan Year and the date seven days before the date of distribution or forfeiture determined utilizing the method described in accordance with Treasury Regulations Sections 1.401(m)-2(b)(iv)(C) and 1.401(m)-2(b)(iv)(D) or such other reasonable method directed by the Committee.

(f) Effective on and after April 1, 2002, Employees who have attained age 50 before the close of the calendar year shall be eligible to make salary reduction catch-up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code ("Catch-Up contributions"). Employees who are eligible to make Catch-Up contributions pursuant to this subsection are also permitted to make Roth Catch-Up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code which limitations shall apply to the combination of the salary reduction and Roth Catch-Up contributions. Notwithstanding anything to the contrary herein, such Catch-Up contributions shall not be taken into account for purposes of this Program implementing the required limitations of Section 402(g) and 415 of the Code. This Program shall not be treated as failing to satisfy the provisions of the Program implementing the requirements of Section 403(b)(12) of the Code by reason of the making of such Catch-Up contributions.

(g) The University may withhold from any contributions made in accordance with this Section 4.1 all U.S. federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling as determined by the University.

4.2 (a) All contributions made in accordance with Section 4.1 shall be paid, during the month in which the contribution is made or no later than 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, to the Account of the Participant with respect to whom the contributions were made.

(b) A Participant may, to the extent permitted by the Committee and the Custodian, specify the percentage (in multiples of 1%, or such other amount permitted by the Committee and the Custodian) of all contributions made by or with respect to the Employee in accordance with Section 4.1 and allocated to the Participant's Account pursuant to Section 4.2(a) that shall be invested in each investment fund made available under the Program, by filing a written direction with the Custodian, or if permitted by the Committee for this purpose, the Committee, on a form supplied by the Custodian, or by such other means permitted by the Custodian and the Committee. Any such direction shall constitute a continuing direction until changed. A Participant may change such direction as of any day the Custodian may permit, by filing with the Custodian (or, to the extent provided by the Committee, with the Committee), on a form furnished by the Custodian or in such other manner permitted by the Custodian and the Committee, notice of such change prior to the date such change is to be effective (in compliance with any notice period imposed by the Committee or the Custodian), and all contributions made by or with respect to such Participant in accordance with Section 4.1 and allocated to the Participant's Account pursuant to Section 4.2(a) during or after the date on which such notice becomes effective shall be paid in accordance with such changed direction. If no valid investment election is made by the Participant pursuant to this subparagraph (b), contributions made by or with respect to such Participant on or after January 1, 2007 shall be invested in the Vanguard Target Retirement Fund (of those offered) that is identified by the assumed retirement year closest to the year the Participant will attain (or attained) age 65.

(c) A Participant (or, if such Participant is deceased, his Beneficiary) may, to the extent permitted by the Committee and Custodian, direct that all or any whole percentage or dollar amount of the amount in the Participant's Account invested in an investment fund thereunder be transferred to another investment fund then offered under the Program as of any day the Custodian may permit (but not more often than the number of times during any year permitted on a tax free basis by the Code), by filing a written direction with the Custodian, (or, to the extent provided by the Committee, directly with the Committee), on a form furnished by the Custodian, prior to the date such transfer is to be effected (in compliance with any notice period imposed by the Committee or the Custodian), or, in such other manner permitted by the Custodian and the Committee, including telephonically or via the internet. If a Participant is deceased and has more than one Beneficiary, each such Beneficiary may, as indicated above, direct the investment of the portion of the Account to which he is the beneficiary, taken pro rata from the investments in which the Account is invested at the time of apportionment.

4.3 (a) A Participant may make a contribution to the Program from amounts distributed from his or her account or accounts in another Code Section 401(a) plan or 403(b) arrangement (or via direct rollover upon a distribution event), or from his or her individual retirement account or annuity under Code Section 408, to the Program at any time, provided such contribution is permitted by the Code as a rollover contribution and provided the Committee and Custodian determine to allow such contribution (a "Rollover Contribution"). If a Rollover Contribution is made, it will be allocated to the Participant's Account. If a Participant elects to make a Rollover

Contribution, the Committee shall obtain such evidence, assurances, opinions and certifications it may deem necessary to establish to its satisfaction that the amounts to be contributed qualify as a rollover contribution under the relevant section of the Code, and that acceptance of such contribution will not adversely affect the status of the Program under Section 403(b) of the Code.

(b) Each request by any Participant to make a Rollover Contribution shall be subject to review by the Committee which shall make a case by case determination that each Rollover Contribution is acceptable; provided, however, that any determination made by the Committee pursuant to this Subsection 4.3(b) shall not have the effect of discriminating in favor of Employees who are officers, shareholders or highly compensated.

(c) In addition to a Rollover Contribution, the Committee, in accordance with a uniform and nondiscriminatory policy applicable to Participants, may, to the extent permitted by law, direct the Custodian to accept a contribution transferred directly to the Program from the custodian of another account described in Section 403(b)(7) of the Code on behalf of a Participant who participated in that account (a "Transfer Contribution"). Prior to the acceptance of such a contribution, the Committee shall obtain such evidence, assurances, opinions and certifications it may deem necessary to establish to its satisfaction that the amount to be contributed will not adversely affect the status of the Program under Section 403(b) of the Code. Unless otherwise provided for in this Program or applicable law, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as any other contribution to the Program; except that (i) to the extent any amount transferred to the Program is subject to any distribution restrictions required under Code Section 403(b), the Program must impose restrictions on distributions to the Participant or beneficiary whose assets are being transferred that are not less stringent than those imposed on or by the transferor plan, (ii) the transferred amount shall not be considered an Annual Addition under the Program, and (iii) to the extent the transferred amount does not constitute a complete transfer of the Program's or beneficiary's interest in the other plan, the Program shall treat the amount transferred as a continuation of a pro rata portion of the Program's or beneficiary's interest in the other Code Section 403(b) plan.

4.4 (a) Except as provided in Section (b) below, the expenses of administering the Program, including (i) the expenses incurred by the members of the Committee in the performance of their duties hereunder (including reasonable compensation for any legal counsel, certified public accountants, consultants, and agents and cost of services rendered in respect of this Program) and (ii) all other proper charges and disbursements of the members of the Committee (including settlements of claims or legal actions approved by counsel) shall be paid by the University.

(b) Any commissions, fees, taxes, or other expenses incident to the investments under the Program, including any reasonable enrollment fees, sales charges and commissions and administrative charges and any taxes, shall be deducted by the Custodian from the gross contributions paid as contributions thereunder or paid out of the amounts held under the Group Custodial Agreement and deducted from the Accounts of Participants in accordance with such procedures as the Committee may direct, unless otherwise paid by the University at the discretion of the Committee.

4.5 Contributions will be made and permitted to the extent required by the Uniformed Services Employment and Reemployment Rights Act and Section 414(u) of the Code. For these

purposes, the limitations on contributions elsewhere in the Program will be applied in a manner consistent with the provisions of Code Section 414(u).

SECTION 5. BENEFITS

5.1 A Participant shall be entitled to receive the vested amounts which were contributed to his Account, plus any earnings and less any losses thereon, as of the earliest of (i) the Participant's severance from employment with the University, (ii) the Participant's becoming disabled (within the meaning of Section 72(m)(7) of the Code) or (iii) effective prior to March 1, 2022, on or after the first day of April of the year following the year in which the Participant attains 70 ½ years of age and effective as of March 1, 2022, on or after the first day of April of the year following the year in which the Participant attains 72 years of age (or 70 ½ years of age if the Participant attained age 70 ½ prior to March 1, 2022). A Beneficiary or other person (including heirs) shall be entitled to receive, if any, the vested amounts which were contributed to the Participant's Account, plus any earnings and less any losses thereon, upon the Participant's death. The Participant, Beneficiary, or other person shall be entitled to receive payment of such benefits as soon as administratively feasible after the Committee receives notification of the event triggering the eligibility, and the Participant, Beneficiary or other person shall be eligible to receive only the benefits for which provision is actually made under the Program. Further, unless it is administratively impracticable (in which case retroactive payment shall be made to the extent required by law) or the Participant otherwise elects, payment of benefits to a Participant shall commence not later than the sixtieth (60th) day after the end of the latest of the Plan Year in which (i) he attains age sixty-five (65), (ii) the tenth anniversary of his commencement of participation in the Plan occurs, or (iii) his severance from employment occurs; provided that, to the extent permitted by law, including Section 206(a) of the Act, as interpreted by Treasury Regulation Section 1.401(a)-14, and to the extent directed by the Committee, the Plan may require that a Participant or Beneficiary file a claim for benefits before payment of benefits will commence. Except as otherwise provided in Section 5.2, if no form of distribution has been elected, the distribution will be made in a lump sum. To the maximum extent consistent with the Act, the Program document shall be the governing document, and, except to the extent amounts are held under TIAA-CREF annuity contracts, the amounts held under the Group Custodial Account shall be the sole source of benefits under the Program. Effective on and after April 1, 2010, hardship distributions may also be available to eligible Participants subject to the terms of Section 5.10 and loans may be available to eligible Participants subject to the terms of Section 6.

5.2 If a Participant's request for a distribution from the amounts in his/her Account is approved, the Participant may elect to have the distribution from his/her Account made in one or a combination of the following forms, subject to the requirements of Section 5.4: (i) lump-sum payment; (ii) monthly, quarterly, semiannual, or annual installments over a period not in excess of the joint life expectancy (determined pursuant to Code Section 401(a)(9)) of the Participant and his or her Beneficiary; or (iii) if such Participant is currently employed by the University and is required to take a Required Minimum Distribution as described in Section 5.4 below, (a) an annual amount which equals or exceeds such Participant's Required Minimum Distribution amount as calculated pursuant to Section 5.4(b)(i) or (b) monthly, quarterly or semiannual

installments, which total an annual amount which equals or exceeds such Participant's Required Minimum Distribution amount as calculated pursuant to Section 5.4(b)(i). If a distribution is required pursuant to Section 5.4 and no election of the method of distribution is made by the Participant within an administratively reasonable period of time, the applicable required annual distribution shall be made to the Participant in an amount representing the amount required to satisfy the Section 5.4 Required Minimum Distribution annual amount for such year.

5.3 If the amount credited to a Participant's Account exceeds \$1,000, no distribution shall be made to the Participant from the Account without the consent of the Participant, except as may otherwise be required under Sections 5.1 and 5.4.

5.4 The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this Section shall apply to any distribution of a Participant's vested Account and will take precedence over any inconsistent provisions of this Program. Distributions in all cases will be made in accordance with Section 401(a)(9) of the Code and the regulations promulgated hereunder. For the purposes of applying the distribution rules of Code Section 401(a)(9), the Plan is treated as an individual retirement account and/or individual retirement annuity and distributions shall be made in accordance with the provisions of Treasury Regulations 1.408-8, except as provided in Treasury Regulations 1.403(b)-6(e).

(a) Time and Manner of Distribution.

- (i) Required Beginning Date. The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as otherwise elected pursuant to Section 5.4(f), distributions to the surviving spouse shall begin by the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died, or (ii) effective prior to January 1, 2022, December 31 of the calendar year in which the Participant would have attained age 70½; effective as of January 1, 2022 and prior to January 1, 2023, December 31 of the calendar year in which the Participant would have attained age 72 (or 70½, if the Participant was born on or before June 30, 1949); and effective as of January 1, 2023, December 31 of the calendar year in which the Participant would have attained age 73 (if the Participant was born after 1950, otherwise the prior clauses of this section (ii) will apply).
 - (2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as otherwise elected pursuant to Section 5.4(f),

distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

- (3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (a)(ii), other than subsection (a)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of subsections (a)(ii) and (c), unless subsection (a)(ii)(4) applies, distributions are considered to begin on the Participant's Required Beginning date. If subsection (a)(ii)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (a)(ii)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (a)(ii)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (iii) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions shall be made in accordance with subsections (b), (c) and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations.

(b) Required Minimum Distributions During Participant's Lifetime.

- (i) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
 - (1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the

Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

- (ii) Lifetime Required Minimum Distribution Continue Through Year of Participant's Death. Required minimum distributions will be determined under this subsection (b) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(c) Required Minimum Distributions After Participant's Death.

- (i) Death On or After Date Distribution Begins.

- (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

- (A) 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.
- (B) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
- (C) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, 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.

- (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the

Participant's 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.

(ii) Death Before Date Distributions Begin

- (1) Participant Survived by Designated Beneficiary. Except as otherwise elected pursuant to Section 5.4(f), if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in subsection (c)(i).
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection (a)(ii)(1), this subsection (c)(ii) shall apply as if the surviving spouse were the Participant.

(d) Distributions After Participant Death On and After January 1, 2020.

Notwithstanding the above, all distributions will be made in accordance with Section 401(a)(9) of the Code, including 409(a)(9)(H) and the regulations promulgated thereunder, as they apply to a plan described under Section 403(b) of the Code, and including, but not limited to, the applicable changes with respect to the timing of distributions made after the death of a Participant. Accordingly, in the event of the Participant's death on or after January 1, 2020, if the distributee of a deceased Participant's account is a Designated Beneficiary who is not an "Eligible Designated Beneficiary," then the Plan will distribute the account in full no later than December 31 of the 10th year following the year of the Participant's death (or to the extent required by law, by the 10th anniversary of the Participant's death). Except as otherwise permitted by applicable law, distributions to a non-spousal Eligible Designated Beneficiary must be completed by December 31 of the 10th year following the year of the Participant's death (or to the extent required by law, by the 10th anniversary of the Participant's death), if they have not commenced to be paid by December 31 of the calendar year immediately following the year in which the Participant died (or to the extent required by law, within one year after the Participant's death). If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, except as otherwise permitted by law, the

Participant's entire interest will continue to be required to be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If an Eligible Designated Beneficiary dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death (or to the extent required by law, by the 10th anniversary of the Eligible Designated Beneficiary's death). Similarly, if a Participant died before January 1, 2020, to the extent required by law, the limitations of this provision shall apply to distributions to be made after the death of the Participant's Designated Beneficiary if the Designated Beneficiary died on or after January 1, 2020.

(e) Definitions

- (i) **Designated Beneficiary.** The individual who is Designated as the Beneficiary under the Plan and is the designated Beneficiary under Section 401(a)(9) of the Code and Treasury Regulation Section 1.401(a)(9)-1, Q&A-4.
- (ii) **Distribution calendar year.** A calendar year for which a minimum distribution is required. For 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 under subsection (a)(ii). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.
- (iii) **Eligible Designated Beneficiary.** An individual who qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of majority (as defined for purposes of Section 401(a)(9)(F) of the Code), (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Section 72(m)(7) of the Code, or (5) an individual who has been certified to be chronically ill (as defined in Section 7702B(c)(2) of the Code) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Section 401(a)(9)(H)(iv) and (v) of the Code.
- (iv) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9.
- (v) **Participant's Account Balance.** The Participant's Account balance as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any

contributions made and allocated or forfeitures allocated to the Participant's Account balance as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. The Participant's Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

- (vi) Required Beginning Date. Effective prior to March 1, 2022 the Required Beginning Date of a Participant is April 1 following the calendar year in which the Participant attains age 70 ½. Effective as of March 1, 2022, and prior to January 1, 2023, the Required Beginning Date of a Participant is April 1 following the calendar year in which the Participant attains age 72 (or 70 ½ years of age if the Participant attained age 70 ½ prior to March 1, 2022). Effective as of January 1, 2023, the Required Beginning Date of a Participant is April 1 following the calendar year in which the Participant attains age 73 (or 72 years of age if the participant attained age 72 prior to January 1, 2023). Effective as of January 1, 2024, the Required Beginning Date of a Participant who did not attain age 73 prior to January 1, 2024, is April 1 of the calendar year following the calendar in which occurs the later of (1) the Participant's retirement from the University or (2) the Participant's attainment of the then applicable Required Beginning Date distribution age.

- (f) Election to Allow Participants, Former Participants or Beneficiaries to Elect 5-year Rule.

Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in subsections (a)(ii) and (c)(ii) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Subsection (a)(ii), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with subsection (a)(ii) and (c)(ii).

- (g) Special Rule for 2009 Required Minimum Distributions. Effective January 1, 2009, the provisions of the Plan (including this Section 5.4) shall be applied in light of the provisions of Code Section 401(a)(9)(H), and related governmental guidance, which provide a temporary waiver of the requirements for required minimum distributions for calendar year 2009 ("2009 RMDs"). Under the Plan, in light of Code Section 401(a)(9)(H), 2009 RMDs shall commence and continue to be paid unless otherwise elected by a Participant or beneficiary.

- (h) Notwithstanding this Section 5.4, for amounts held under a Group Custodial Account, a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a Required Beginning Date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs") and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected

to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years, will receive those payments as follows:

- (i) Participants and Beneficiaries who have received their first required minimum distribution prior to a 2020 RMD and are scheduled to receive a 2020 RMD will receive this distribution unless the Participant or Beneficiary affirmatively elects not to receive the distribution (provided that if their 2020 RMD was made prior to the enactment of the legislation permitting this temporary change in required minimum distributions rules, then the Participant may rollover such distribution to the Plan by August 31, 2020).
- (ii) Participants and Beneficiaries whose first required minimum distribution would have been required in or for 2020 but for the enactment of Section 401(a)(9)(I) will not receive that distribution unless the Participant or Beneficiary affirmatively elects to receive the distribution.

Treatment of required minimum distributions in or for 2020 for amounts held at TIAA will be as described above with respect to amounts held under a Group Custodial Account, or otherwise as required by TIAA pursuant to such annuity contracts with respect to such amounts if such protocols are different from those described above.

5.5 Any claim for benefits under the Program by the Participant shall be submitted to the Custodian in a format supplied by the Custodian. Any claim for benefits under the Program by a Beneficiary shall be submitted to the Committee on a form provided by the Committee. The Committee or its delegate shall be responsible for deciding all such claims.

Any disputed claim relating to participation, amount of Compensation, time, amount or manner of payment of contributions or other matter of fact relating to this Program with respect to which the Committee or the University would be the sole source of information (other than the claimant) shall be submitted in writing to, and within a reasonable period of time decided by, one member of the Committee designated in writing by the Chairman. Any disputed claim relating to the amount of benefits or other matter of fact relating to this program with respect to which the Custodian would be the sole source of information shall be submitted in writing to the Custodian by the Committee, and the Custodian shall provide such information to the Committee. One member of the Committee designated in writing by the Chairman shall, utilizing the information provided by the Custodian, make a decision on such claim. If the claim is wholly or partially denied, written notice of the denial shall be furnished within 90 days after the receipt of the claim; provided that if special circumstances require an extension of time for processing the claim, an additional 90 days from the end of the initial period shall be allowed for processing the claim, in which event the claimant shall be furnished with a written notice of extension prior to the termination of the initial 90-day period indicating the special circumstances requiring an extension. In the case of a claim regarding a determination of disability the claimant will be notified of a decision within a reasonable amount of time, but not later than 45 days after the

receipt of the claim provided that if special circumstances require an extension of time for processing the claim, an additional 30 days from the end of the initial period shall be allowed for processing the claim, in which event the claimant shall be furnished with a written notice of extension prior to the termination of the initial 45-day period indicating the special circumstances requiring an extension. If, prior to the end of the first 30 day extension period, the Committee determines that, due to matters beyond the control of the Plan, a decision cannot be made during that extension period, the claimant will be notified prior to the end of the first 30 day extension period that the determination period will be extended for up to an additional 30 days.

5.6 If the claim is wholly or partially denied, such written notice shall set forth an explanation of the specific findings and conclusions on which such denial is based, including specific reference to pertinent provisions of the Program on which the denial is based, a description of any additional information necessary to perfect the claim and information regarding review of the claim and its denial. A claimant may review all pertinent documents and may request a review by the Committee of such a decision denying the claim. Such a request shall be made in writing and filed with the Committee within 60 days (180 days if the claim is related to a disability) after delivery to said claimant of written notice of said decision. Such written request for review shall contain all additional information which the claimant wishes the Committee to consider. The Committee may hold any hearing or conduct any independent investigation which it deems necessary to render its decision, and the decision on review shall be made as soon as practicable after the Committee's receipt of the request for review. Written notice of the decision on review shall be furnished to the claimant within 60 days (45 days in the case of a disability related claim) after the receipt by the Committee of a request for review unless special circumstances require an extension of time for processing, in which event an additional 60 days (up to 45 days in the case of a disability related claim) shall be allowed for review and the claimant shall be so notified in writing. Written notice of the decision on review shall include specific reasons for such decision. Such decisions on claims (where no review is requested) and decisions on review (where review is requested) shall, subject to the approval of the President of the University, be final, binding and conclusive on all interested persons for all purposes. For all claims related to disability benefits and filed on or after April 1, 2018, a claim denial and any denial on review will include a discussion of the basis for disagreeing or not following the views of health care professionals and vocational experts submitted for or solicited for consideration, or any Social Security Administration determination, and will describe any internal rules, guidelines, protocols, standards or other similar criteria relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist. The deadlines for actions or notices (including, to the extent applicable, claims submissions and appeals) set forth herein shall be extended to the extent required by applicable law or U.S. governmental guidance, and any such extensions are hereby incorporated into this document by reference.

5.7 A benefit, if any, payable to a Participant, a Beneficiary or other person (including heirs) under the Program shall be paid to the Participant, such Beneficiary or other person (including heirs), to the extent funded, in lieu of (i) any benefit due or payable to the Employee under the University's Plan for Pensions and Death Benefits, as established on October 1, 1958 and as amended from time to time, and (ii) any end of service indemnity (ex-gratia), retirement, disability, termination, severance pay benefit or other payment which the University may make

to an employee, his or her beneficiary, or other person (including heirs) pursuant to any labor, pension, social security or similar such law, governmental decree, court award, contract or personnel policy or regulation maintained by the University, and (iii) any contributions or other payments which the University may be required to make toward the cost of any old age, retirement, severance pay, disability, and/or death benefit payable to or in respect of such employee under any Lebanese statutory social insurance or like program.

5.8 (a) Notwithstanding any provision of the Program to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Custodian to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions, for purposes of this Section 5.8:

- (i) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the 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 expectance) 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 such distribution is required under Section 401(a)(9) of the Code; and, to the extent provided by law, any distribution which is made upon hardship of the Participant.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income.

- (ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or an annuity plan described in Section 403(b) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to a Beneficiary who is not a surviving spouse, nor a spouse or former spouse who is the alternate payee under a qualified domestic relations order, an eligible retirement plan is an individual retirement account or individual retirement annuity. In addition, to the extent permitted under the Code, an eligible retirement plan shall include a Roth IRA as defined under Code Section 408A.

For purposes of the direct rollover provisions in this Section 5.8, an eligible retirement plan shall also mean a trust qualified under Section 401(a) of the Code, an annuity plan under Section 403(a) of the Code, and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Program. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse

who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

- (iii) Distributee: A distributee includes a Participant. In addition, the Participant's surviving spouse and the Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Effective January 1, 2007, Distributee will include any Beneficiary with regard to the interest of such Beneficiary.
- (iv) Direct rollover: A direct rollover is a payment by the Custodian to the eligible retirement plan specified by the distributee.

(c) Notwithstanding subsections (a) and (b) above, a direct rollover from a Roth Contribution Account will only be made to another Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) or to a Roth IRA described in Section 408A, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

5.9 Notwithstanding the foregoing, with respect to forms and timing of distributions, amounts that had been contributed to TIAA-CREF annuity contracts which are not transferred to the Custodial Account governed by this Plan shall be governed by the terms of such TIAA-CREF annuity contracts and not by this Section 5.

5.10 (a) Effective on and after April 1, 2010, distributions (referred to as "hardship distributions") of amounts that are not invested with TIAA-CREF and which are contributed to a Salary Reduction Account, Catch-Up amounts, transfers of pre-tax amounts from other 403(b) plans, rollovers of pre-tax amounts from other plans, participant rollovers from Roth accounts in other plans, amounts contributed to a Salary Deduction Account, post-1986 after-tax rollover amounts, amounts contributed to a Roth Contribution Account, Roth Catch-Up amounts, amounts rolled over from an IRA, and employee pre-1987 after-tax rollover amounts ("Hardship Eligible Amounts") may be paid to a Participant prior to severance from employment with the University if the University determines that the Participant has an immediate and heavy financial need and the distribution is necessary to satisfy the need; provided that income earned on these contributions shall not be available for such distribution. The amount of the need may include any amount necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In such cases, there shall be paid to such Participant out of his Hardship Eligible Amounts only such portion of the amount requested as is necessary to prevent or alleviate the immediate and heavy financial need. Hardship distributions may not be less than \$500. Furthermore, the amount available for hardship distribution, when combined with the balance of any outstanding loans made to the Participant shall not exceed 40% of the Employee's combined Hardship Eligible Amounts balance (not including earnings on the Participant's pre-tax employee contributions, employee Catch-Up contributions, Roth contributions and Roth catch up contributions, but including earnings on the Participant's other available sources, if any), with the amount allocated to such Hardship Eligible Amounts deemed to include the amount of any outstanding loans for purposes of such calculation. In making its determination hereunder, the Committee shall follow uniform and nondiscriminatory practices and its determination shall be final and binding. In making the distribution, the amount

distributed shall be distributed in the following hierarchy, exhausting each available source prior to beginning distribution from the next following source: the Participant's Salary Reduction Account, the Participant's Catch-Up amounts, the Participant's transfers of pre-tax amounts from other 403(b) plans, the Participant's rollovers of pre-tax amounts from other plans, the Participant's rollovers from Roth accounts in other plans, the Participant's amounts contributed to a Salary Deduction Account, the Participant's post 1986 after-tax rollover amounts, the Participant's Roth Contribution Account, the Participant's Roth Catch-Up amounts, amounts rolled over into the Participant's account from an IRA, and the Participant's pre-1987 after-tax rollover amounts.

(b) For purposes of this Section, only the following financial needs shall be considered an immediate and heavy financial need hereunder:

(i) The payment of expenses for (or necessary to obtain) medical care that would be deductible under Section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5% of the Participant's adjusted gross income), or expenses for (or necessary to obtain) medical care that would be deductible under Section 213(d) of the Code of a Participant's Primary Beneficiary (determined as if the Primary Beneficiary were the Participant's spouse recognized for purposes of federal law);

(ii) The purchase (excluding mortgage payments) of the Participant's principal residence;

(iii) The payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, his/her federally-recognized Spouse, children, or dependents (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)) or, for the post-secondary education of the Participant's Primary Beneficiary;

(iv) Prevention of the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(v) Payments for burial or funeral expenses for the Participant's deceased parent, federally-recognized Spouse, children, or dependents (as defined in Code Section 152, without regard to Code Section 152(d)(1)(B)), or for the Participant's Primary Beneficiary;

(vi) Expenses for the repair of damage to the Participant's principal residence that would qualify for a casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of the Participant's adjusted gross income); or

(vii) Effective as of January 1, 2022, expenses and losses (including the loss of income) incurred by the Participant on account of a disaster

declared by the Federal Emergency Management Act (FEMA) under Pub. L. 100-107, provided that the Participant's principal place of 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.

For these purposes, a Participant's Primary Beneficiary is an individual who is named as a beneficiary under the Plan who has an unconditional right to all or a portion of the Participant's Account upon the death of the Participant.

(c) Effective as of January 1, 2019, a distribution will be deemed to satisfy an immediate and heavy financial need for purposes of this Section 5.10 solely if (i) the Participant has obtained all other currently available distributions under the Plan and all other plans of deferred compensation maintained by the University, (ii) the distribution amount is not in excess of the amount required to satisfy the financial need (including any amount necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution), (iii) the Participant has provided a written representation to the Plan administrator (including by using an electronic medium as defined in Treasury Regulation §1.401(a)-21(e)(3), or in such other form as may be legally permitted) that they have insufficient cash or other liquid assets reasonably available to satisfy the financial need and (iv) the Plan administrator does not have actual knowledge that is contrary to such representation.

Prior to January 1, 2019, (x) a distribution on account of hardship will not be made unless the Participant has obtained all other currently available distributions and non-taxable loans under all plans maintained by the University, including loans available pursuant to Section 6 hereunder and (y) a Participant who has received a hardship distribution hereunder shall be prohibited from making Salary Reduction and Salary Deduction, and any other elective and employee contributions to this Plan, Plan B, or any other plan of the University for six (6) months after receipt of the hardship distribution.

(d) The administrator may require the submission of such evidence as it may reasonably deem necessary to confirm the existence of such a hardship. A request for distribution pursuant to this Section shall be approved or denied by written instrument given by the administrator to the Participant within a reasonable period of time after the date the written request, complete with all evidence with respect thereto requested by the administrator, is given to the administrator by the Participant.

(e) Notwithstanding anything herein to the contrary, all hardship distributions made under this Plan shall be made in accordance with the rules and restrictions set forth in Treasury Regulations §§ 1.401(k)-1(d)(3) and 1.403(b)-6.

5.11 Notwithstanding anything to the contrary, in the case of a Participant who dies on or after January 1, 2007 while performing qualified military service (as defined in Code Section 414(u)), and in accordance with Code Section 401(a)(37), the Participant's

Beneficiary shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan if the Participant had resumed and then terminated employment on account of death.

SECTION 6. LOANS

6.1 Effective on and after April 1, 2010 a Participant, while employed by the University, and solely for the purposes of alleviating an immediate and heavy financial need, as described in Section 5.10(b) above, may borrow an amount, which is at least \$1,000 and is a multiple of \$500 and which, together with the outstanding balance of all other loans made to the Participant under the Program, does not exceed the lesser of:

- (i) \$50,000, reduced by the excess (if any) of (i) his highest outstanding loan balance during the twelve month period ending on the day before the date as of which the loan is made (including, to the extent required pursuant to applicable Treasury Regulations, amounts deemed still outstanding in connection with a prior loan in default), over (ii) the outstanding balance of all his other loans under the Plan on the date as of which the loan is made, or
- (ii) 40% of the balance in his Hardship Eligible Amounts (as described in Section 5.10(a) and excluding any amounts invested with TIAA-CREF) under the Plan plus any earnings on those amounts as of the valuation date immediately preceding the date as of which the loan is made (or such earlier valuation date as shall be selected by the Committee in accordance with standards uniformly applicable to all Participants similarly situated).

When applying the preceding provisions, solely if permitted by applicable Treasury Regulations, when a loan is refinanced, to the extent the amount of the new loan does not exceed the remaining amount due on the loan being refinanced, and the term of the new loan does not extend beyond the remaining term of the loan being refinanced, the loan being refinanced shall not be treated as previously outstanding when the second, refinancing, loan is made. Subject to the limitations of Section 6.8, loan applications and other related materials will be accepted on any date, and the amounts representing any loans made pursuant to this Section 6 shall be distributed as soon as administratively practicable after the approval of each loan application, subject to the Treasury Regulations and the following provisions of this Section 6.1, and to such additional standards as the Committee may adopt. In order to receive a loan, a Participant must make prior written (including electronic writings) application to the Committee on a form provided for that purpose. Such application (hereinafter referred to as a "completed application") shall (i) specify the terms pursuant to which the requested loan is to be made, (ii) authorize the repayment of the loan through payroll deduction or, if applicable, distribution deductions, (iii) provide such information and documentation as the

Committee shall require, including, if required by the Committee or by law, the consent of the Participant's spouse if the Participant is married at the time and (iv) include a note, duly executed by the Participant, granting a security interest in up to 50 percent of his interest in his Account, to secure the loan.

6.2 The Committee shall be responsible for administering all loans under the Plan and may establish standards in addition to those contained in this Section 6 in accordance with the Act and the Code, which shall be uniformly applicable to all Participants similarly situated. Such standards may prescribe a maximum percentage of a Participant's compensation which may be subjected to payroll deductions for loan repayment under varying circumstances, minimum and maximum repayment periods, a maximum and minimum loan amount, loan fees (which fees may be charged directly to the Participant or the Participant's Account) and other relevant factors. Subject to the limitations described in Section 6.8, each time a Participant takes such a loan, he shall be permitted to take a subsequent loan under the Plan to the extent that such loan (when added to the outstanding balance of all other loans from the Plan) does not exceed the limits set forth in Section 6.1.

6.3 The Committee shall review and approve or disapprove a completed application as soon as practicable after its receipt thereof, and shall promptly notify the applying Participant of such approval or disapproval.

6.4 Subject to Section 6.3, the Committee, upon approval of a completed application, shall cancel all or any part of the Participant's interest in each applicable investment fund, in the aggregate amount if any necessary to make payment of the loan from the Participant's applicable accounts invested in each investment fund and shall issue direction to transfer cash to the Participant in such aggregate amount from each of such funds. The Plan's record keeper shall maintain sufficient records regarding such amounts to permit an accurate crediting of repayments of the loan.

6.5 The unpaid balance owed by a Participant on a loan under the Plan shall not reduce the amount credited to his or her Account. However, from the time of payment of the proceeds of the loan to the Participant such Account shall be deemed invested, to the extent of such unpaid balance, in such loan until the complete repayment thereof or distribution from such Account. At the time the loan is made, the amount loaned shall be deemed an investment of and allocated to the Participant's sources in the following hierarchy, exhausting each available source prior to beginning distribution from the next following source: the Participant's Salary Reduction Account, the Participant's Catch-Up amounts, the Participant's transfers of pre-tax amounts from other 403(b) plans, the Participant's rollovers of pre-tax amounts from other plans, the Participant's rollovers from Roth accounts in other plans, the Participant's amounts contributed to a Salary Deduction Account, the Participant's post 1986 after-tax rollover amounts, the Participant's Roth Contribution Account, the Participant's Roth Catch-Up amounts, amounts rolled over from an IRA into the Participant's account and the Participant's pre-1987 after-tax rollover amounts.

6.6 Except to the extent provided in Section 6.11, each loan to a Participant under the Plan shall be repaid in level amounts through regular payroll or distribution deductions if permitted; provided however, and subject to such additional standards as

the Committee may adopt, that a Participant shall be permitted to prepay a loan in full without penalty. Each loan shall have a repayment period not to exceed 5 years. Loan repayments shall be required to comply with the requirements of Code Section 72 but loan repayments may be suspended prior to January 1, 2021 by Qualified Individuals to the extent permitted by and pursuant to the requirements and protocols established in light of the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"). Repayments of principal and interest on a loan made by a Participant under the Plan shall be credited pro rata to the contribution categories from which the loan was allocated, and invested in the investment funds described in Section 6 in the same proportion that the Participant's current (or last directed) incoming contributions to the relevant contributions sources are invested at the time of repayment.

6.7 Repayment of each loan under the Plan shall be secured by a security interest described in Section 6.1; provided, however, that repayment shall be secured by the Participant's interest in such security interests only for such time, and to the extent that, a portion of such loan is allocated to each applicable source. If at any time prior to the full repayment of a loan by a Participant under the Plan (i) the Participant should cease to be a Participant by reason of his retirement, termination of service, or otherwise, (ii) the Participant should die or become bankrupt, (iii) the Participant should fail to make any scheduled payment within 5 weeks after the due date, (iv) the Plan should terminate, or (v) the Committee determines that (A) the interest rate on the loan violates any otherwise applicable state usury laws, (B) this Section 6 is discriminatory or otherwise improper under applicable law, (C) it is unable to obtain approvals from the IRS with respect to this Section 6 or (D) any previously obtained IRS approval would be jeopardized by the loan, then the unpaid balance owed by the Participant on the loan shall become due and payable immediately, and, unless otherwise repaid by the Participant, the amount of the distribution otherwise payable to the Participant (or, in the case of his death, his designated Beneficiary or surviving spouse) shall be reduced by the amount owed on the loan at the time of such distribution. Such reduction shall constitute a complete discharge of all liability to the Plan for the loan.

6.8 Notwithstanding any other provision of this Section 6, a Participant may not have more than two loans outstanding under the Plan at any one time and the term of any loan under the Plan shall be no less than one year and no more than five years.

6.9 The annual rate of interest to be charged on any loan to a Participant under the Plan will be equal to:

- (i) 1% over the prime rate provided by Reuters on the first business day of the week (or at such other times as shall be determined by the Committee in its sole discretion) during which the Participant requests a loan application form (the "Primary Rate"); or
- (ii) such other rate as determined by the Committee in accordance with the Treasury Regulations.

6.10 Notwithstanding anything to the contrary in Section 6.7 or elsewhere in the Plan, the unpaid balance of any loans shall become immediately due and payable upon the Participant's severance from employment for any reason and the amount of the distribution otherwise payable to the Participant (or, in the case of his death, his

designated Beneficiary or surviving spouse) shall be reduced by the amount owed on the loan at the time of such distribution. Such reduction shall constitute a complete discharge of all liability to the Plan for the loan.

6.11 Loan repayments will be suspended under this Plan as permitted under Section 414(u)(4) of the Code.

6.12 Notwithstanding the foregoing, amounts that had been contributed to TIAA-CREF annuity contracts which are not transferred to the group annuity contract governed by this Plan shall be governed by the terms of such TIAA-CREF annuity contracts and not by this Section 6.

SECTION 7. THE COMMITTEE

7.1 The Board of Trustees has delegated to the Employee Benefit Committee, subject to those powers which the Board has reserved as described in Section 8, general authority over and responsibility for the administration and interpretation of the Program, including, recommending contractual relationships, reviewing the performance of the Custodian, and recommending the appointment, removal or substitution of, the Custodian. The Board of Trustees has also delegated to the Committee, in consultation with the Investment Committee of the Board of Trustees, the authority to determine, remove and add investment funds to be made available under the Program. If the Committee deems it necessary or advisable, it shall arrange for the engagement of legal counsel, certified public accountants, and consultants, including investment advisors, to provide expert analysis and advice regarding the Program and make use of agents and clerical or other personnel, for purposes of the Program. All recommendations concerning contracts are subject to the University's standing policy on Contracting for Outside Services. The Committee shall consist of at least six members, at least two of whom shall be participants in the Program. Upon recommendation of the President each member of the Committee shall be appointed by the Board of Trustees or its delegatee, and serve at the pleasure of the Board of Trustees. Any member of the Committee who is not a member by virtue of his or her position with the University may resign at any time. No member of the Committee shall be entitled to act on or decide any matters relating solely to her/his rights or benefits under this Program. Any action that may be taken by the Committee hereunder may be taken by the Board of Trustees.

7.2 The Committee shall elect or designate its own Chairperson, establish its own procedures, the time and place for its meetings (which may be held telephonically or through other means), and provide for the keeping of minutes of all meetings. Any action of the Committee may be taken upon a) the affirmative vote of a majority of the members at the meeting provided that all of the members of the Committee are informed in writing of the vote, b) unanimous consent via email or other electronic means of all of the members of the Committee, or c) unanimous written consent of all of the members of the Committee, which consent may be executed in counterparts.

7.3 To the maximum extent permitted by law, no member of the Committee shall be personally liable by reason of any contract or other instrument executed by the Committee or in her/his capacity as a member of the Committee, nor for any mistake of judgement made in good faith. The University shall indemnify and hold harmless each member of the Committee, and each other officer, employee or Trustee of the University to whom any duty or power with

respect to this Program may be delegated or allocated, against any cost or expense (including counsel fees) and liability (including any sum paid in settlement of a claim or legal action with the approval of the University) arising out of anything done or omitted to be done in connection with the Program unless arising out of such person's own fraud or bad faith.

SECTION 8. AMENDMENT OR TERMINATION

8.1 (a) The Board of Trustees reserves the right at any time to amend, suspend or terminate this Program and to suspend or discontinue any contributions under the Program, in whole or in part and for any reason, including the passing of any Lebanese social legislation made mandatorily applicable to Participants, and without the consent of any Participant, Beneficiary, Committee or other person; and the Committee may adopt amendments which do not significantly affect the then currently estimated costs of this Program and which may be necessary or desirable to meet any requirements of the Act, the Code or any other applicable section of law or otherwise to facilitate the administration of the Program. This Program shall be terminated automatically upon complete and final discontinuance of contributions hereunder to the Program.

(b) Any amendment, suspension or termination of this Program may be made retroactively if necessary or appropriate to meet any requirements of the Act, the Code or any other applicable law but not otherwise.

8.2 In no event shall any part of the contributions made (and not returned as described in Section 4.1(e) above) under this Program be used for or diverted to any purpose other than for the exclusive benefit of the Participants and their Beneficiaries and defraying expenses as provided in Section 4.3(b).

SECTION 9. GENERAL LIMITATIONS AND PROVISIONS

9.1 Each Participant, former Participant, Beneficiary and other person (including heirs) shall assume all risk in connection with any decrease in the value of the assets in his Account and neither the University nor the Committee shall be liable or responsible therefor.

9.2 Nothing contained herein shall give any employee the right to be retained in the employment of the University or affect the right of the University to dismiss any employee. The adoption and maintenance of this Program shall not constitute a contract between the University and any employee or consideration for, or an inducement to or condition of, the employment of any employee.

9.3 The captions preceding the Sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof

9.4 It shall be the responsibility of the Custodian to (i) furnish to each Participant a statement indicating the contributions, benefits and status of such individual's Account as of the end of

each calendar year and, within such time as may be required by the Act, as of the individual's termination of service with the University, (ii) furnish to each such individual, within such time as may be required by the Act, a written explanation in non-technical language of the terms and conditions of each alternative form of benefit under the Program and the financial effect of electing each such form, and (iii) furnish and certify to the Committee such information as the Committee shall require in order to satisfy the reporting and disclosure provisions of the Act or otherwise to perform its duties hereunder and shall fully and faithfully perform all other duties assigned to it under the Group Custodial Account.

9.5 Notwithstanding anything to the contrary, the Plan will be operated in accordance with the required provisions of the Heroes Earnings Assistance and Relief Tax Act of 2008.