WILLIAM MARSH RICE UNIVERSITY
DEFINED CONTRIBUTION RETIREMENT PLAN

Effective as of January 1, 2015
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ARTICLE I
INTRODUCTION

1.1 Establishment of Plan. The Board of Governors of William Marsh Rice University established the William Marsh Rice University Defined Contribution Retirement Plan (the “Plan”) effective as of January 1, 1989. The Plan is a money purchase pension plan that is intended to meet the requirements of Code Section 401(a) and its purpose is to provide retirement income benefits to Eligible Employees of the University and their Beneficiaries.

1.2 Plan Purpose. The Plan provides retirement benefits to Eligible Employees of the University and their Beneficiaries. The Plan is funded through University Contributions and invested in Investment Funds as selected by Participants. The assets of the Plan shall be administered, distributed, forfeited and otherwise governed by the provisions of the Plan. The Plan shall be administered by the Plan Administrator for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan.

1.3 Amendment and Restatement of Plan. The Plan document was last restated in a document adopted December 17, 2010 and effective January 1, 2002. This Plan document, made and entered into by the University, evidences the terms of the Plan effective January 1, 2015. It is intended that this Plan document reflects all law changes made by the Pension Protection Act of 2006 (PPA ’06), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), the Worker, Retiree, and Employer Recovery Act of 2008 (WREEA), the Small Business Jobs Act of 2010 (SBJSA), the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 (PRA 2010), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the American Taxpayer Relief Act of 2012 (ATRA), the Highway and Transportation Funding Act of 2014 (HATFA), and the Cooperative and Small Employer Charity Pension Flexibility Act (CSEC Act) as well as the changes to the qualification requirements listed on the “2014 Cumulative List of Changes in Plan Qualification Requirements” as set forth in Notice 2014-77.

1.4 Applicability. The provisions of this Plan document generally apply to Eligible Employees and Participants who have completed at least one (1) Hour of Service for the University on or after January 1, 2015 except as provided herein or required by law. The rights and benefits, if any, of Eligible Employees or Participants who incurred a Severance prior to January 1, 2015 (unless he or she is later reemployed by the University) shall be determined in accordance with the provisions of the Plan in effect upon such Severance except as provided herein or required by law.
ARTICLE II
DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below:

2.1 "Account" means the account maintained by the Recordkeepers to record the total interest of a Participant in the Plan. Such Account shall reflect University Contributions, earnings, gains, losses, distributions, and expenses attributable to the Participant’s Account.

2.2 "Active Participant" means an Eligible Employee who has satisfied the participation requirements of Section 3.1 and who has not ceased to be an Active Participant pursuant to Section 4.1.

2.3 "Affiliated Employer" means any employer, presently or in the future existing, that is a member of (i) a controlled group of corporations as defined in Code Section 414(b), a group of commonly controlled trades or businesses as defined in Code Section 414(c), or an affiliated service group as defined in Code Section 414(m) which includes the University but only during the period such employer is a member of the foregoing groups and (ii) any other entity required or, if so elected by the University, permitted to be aggregated with the University pursuant to Code Section 414(o) or Treasury Regulation § 1.414(c)-5 but only during the period the employer is required or permitted to be so aggregated with the University.

2.4 "Alternate Payee" means any spouse, former spouse, child, or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all or a portion of such Participant’s Account.

2.5 "Annuity Starting Date" means the first day of the first period for which a Participant’s benefit is paid as an annuity or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to payment of his or her benefit.

2.6 "Beneficiary" means the person or persons designated as such from time to time by a Participant in writing or in such other form as may be permitted under applicable law and in accordance with procedures established by his or her Recordkeeper(s).

2.7 "Board" means the Compensation and Organizational Development Committee (CORD), a committee authorized by, and acting on behalf of, the Board of Trustees of the University.

2.8 "Code" means the Internal Revenue Code of 1986, as amended from time to time. “Treasury Regulations” means the regulations issued under the Code by the Secretary of Treasury. All references to any section of the Code or Treasury Regulation shall be deemed to refer not only to such section but also to any amendment thereof and any successor statutory or regulatory provision.

2.9 "Compensation" means the total non-deferred remuneration paid to a Participant by the University for services rendered or labor performed as an Employee in the form of wages.
as reported on the Participant's Federal Income Tax Withholding Statement (Form W-2 or its subsequent equivalent) for the applicable Plan Year subject to the following rules:

(a)  **Amounts included in Compensation.** Compensation shall include amounts, if any, contributed by the University pursuant to a salary reduction agreement which are excludable from a Participant's gross income under Code Section 125 relating to contributions to cafeteria plans, Code Section 402(e)(3) relating to contributions to 403(b) plans, Code Section 457(b) relating to contributions to certain deferred compensation plans, and Code Section 132(f)(4) relating to elective amounts to qualified transportation fringe benefit plans.

(b)  **Amounts Excluded from Compensation.** Compensation shall exclude any amounts contributed by or on behalf of the University to this Plan or any other deferred compensation plan sponsored by the University, severance pay (whether paid in installments or a lump sum), distributions or deemed taxable distributions of nonqualified deferred compensation, cash subsidies for early retirement, fringe benefits such as moving, housing and automobile allowances (whether or not taxable), amounts paid for services performed to satisfy course and degree requirements or compensated solely through financial aid programs, and amounts paid through workers' compensation.

(c)  **Participation Date.** For a Participant's initial year of participation, Compensation does not include amounts paid prior to his or her Participation Date.

(d)  **Compensation Limit.** The amount of a Participant’s Compensation taken into account under Section 4.2 for a Plan Year shall not exceed the limit of Code Section 401(a)(17) (as adjusted for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B)).

2.10 “Date of Appointment” means, in the case of an Employee who is a faculty member of the University, his or her appointment date as set forth in his or her offer letter. “Date of Employment” means, in the case of any Employee other than a faculty member, the first day such Employee completes an Hour of Service for the University or an Affiliated Employer.

2.11 “Date of Reappointment” means, in the case of an Employee who is a faculty member of the University, his or her appointment date as set forth in his or her offer letter following a Severance Date. “Date of Reemployment” means, in the case of any Employee other than a faculty member, the first day such Employee completes an Hour of Service for the University or an Affiliated Employer following a Severance Date.

2.12 “Disability” means, for purposes of Section 5.1 relating to a Vested Participant, a disability that renders a Participant eligible to receive benefits under the University’s long-term disability program. If a Participant is not covered by the University’s long-term disability program, he or she shall be deemed to have incurred a Disability if he or she is determined to have incurred a disability by the Social Security Administration.

2.13 “Effective Date” means January 1, 2015 for purposes of this amended and restated Plan. The Plan’s original effective date was September 1, 1989.
2.14 "Eligibility Computation Period" means the 12-consecutive month period described in Section 3.2 that is used to determine whether an Employee has completed a Year of Eligibility Service.

2.15 "Eligible Employee" means:

(a) An Employee who is a:

(i) Tenured or Tenure-Track Faculty Member. An Employee is a Tenured or Tenure-Track Faculty Member if designated as such by the University.

(ii) Annually Appointed Eligible Faculty Member I. An Employee is an Annually Appointed Eligible Faculty Member I if his or her annual appointment by the University is for at least two semesters and includes teaching at least three courses during the fiscal year(s) covered by the appointment, i.e., each July 1st through June 30th.

(iii) Annually Appointed Eligible Faculty Member II. An Employee is an Annually Appointed Eligible Faculty Member II if his or her annual appointment by the University is for at least two semesters and does not include teaching at least three courses during the fiscal year(s) covered by his or her appointment but following such appointment, the Employee teaches at least three courses during a fiscal year or his or her department substantiates that the Employee assumed teaching or other responsibilities equivalent to teaching at least three courses during a fiscal year.

(iv) Full-Time Staff Member. An Employee is a Full-Time Staff Member if he or she is regularly scheduled and expected to complete at least 1,000 Hours of Service during a 12-consecutive month period (or is classified as a Full Time Equivalent (FTE) of ≥ .5) and is not a member of the faculty.

(v) Part-Time Staff Member. An Employee is a Part-Time Staff Member if he or she is not regularly scheduled and expected to complete at least 1,000 Hours of Service during a 12-consecutive month period (or is not classified as a Full Time Equivalent (FTE) of ≥ .5) and is not a member of the faculty.

(b) Notwithstanding anything to contrary in this Section, an Employee shall not be an Eligible Employee if (i) his or her employment with the University is incidental to his or her educational program at the University, e.g., his or her services are performed to satisfy course and degree requirements or he or she is compensated solely through financial aid programs, (ii) his or her employment with the University are the subject of a collective bargaining agreement unless the applicable collective bargaining agreement expressly provides that he or she shall be an Eligible Employee, (iii) he or she is employed by an Affiliated Employer, or (iv) he or she is a Leased Employee.

(c) An Employee’s status as an Eligible Employee, including but not limited to, faculty tenure or appointment, full-time or part-time position, or student worker or collective bargaining status, shall be determined by the payroll or personnel records.
maintained by the University and shall be binding and conclusive for all purposes of the Plan.

2.16 “Eligible Retirement Plan” means (i) an individual retirement account or annuity described in Code Sections 408(a) or 408(b), (ii) an individual retirement account or annuity described in Code Section 408A, (iii) a qualified retirement plan described in Code Section 401(a) or 403(a), (iv) an annuity contract described in Code Section 403(b), and (v) an eligible plan described in Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts distributed from this Plan. A plan or contract described in clause (iii), (iv), or (v) shall be an Eligible Retirement Plan only if such plan or contract accepts Eligible Rollover Distributions. However, in the case of a non-spouse Beneficiary, an “Eligible Retirement Plan” is an individual retirement account or annuity described in Code Sections 408(a) or 408(b) that is treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11).

2.17 “Eligible Rollover Distribution” means any distribution of all or any portion of the balance to the credit of a Distributee under the Plan or any distribution within the meaning of Code Section 402(c)(4) from another employer plan; provided, that an Eligible Rollover Distribution shall not include:

(a) Any distribution payable in an annuity form or any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee of 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; or

(b) Any distribution to the extent such distribution is a required minimum distribution described under Code Section 401(a)(9) or, in the case of a distribution to a non-spouse Beneficiary, is a required minimum distribution as determined in accordance with Notice 2007-7, Q&A 17 and 18, 2007-51 R.B. 395.

For purposes of this Section, “Distributee” means any Participant receiving a distribution from the Plan. A Distributee also includes a Participant’s surviving spouse, a Participant’s spouse or former spouse who is an Alternate Payee under a Qualified Domestic Relations Order and a non-spouse Beneficiary of the Participant with respect to the interest of such surviving spouse, spouse, former spouse, or non-spouse Beneficiary.

2.18 “Employee” means any individual employed by the University or an Affiliated Employer as a common law employee as determined by the payroll or personnel records maintained by the University or an Affiliated Employer at the time the services are performed. For purposes of the Plan, the term “Employee” shall not include any individual whose services for the University or an Affiliated Employer are performed (i) while such individual is classified or paid as an independent contractor as determined by the payroll or personnel records maintained by the University or an Affiliated Employer, (ii) while such individual is performing services pursuant to an agreement between the University or an Affiliated Employer and any other person including a leasing organization unless such individual is a Leased Employee, or
(iii) while such individual is treated as a “non-employee” post-doctoral fellow as determined by
the payroll or personnel records maintained by the University or an Affiliated Employer. No
judicial or administrative reclassification, or reclassification by the University or an Affiliated
Employer of an individual as a common law employee shall be applied to grant retroactive
eligibility to any individual under the Plan.

2.19 "ERISA" means the Employee Retirement Income Security Act of 1974, as
amended from time to time. "Department of Labor Regulations" means the regulations issued
thereunder by the Secretary of the Department of Labor. All references to any section of ERISA
or Department of Labor Regulations shall be deemed to refer only to such section but also to
any amendment thereof and any successor statutory or regulatory provision.

2.20 "Highly Compensated Employee" means any Employee who received
compensation as defined in Code Section 415(c)(3) in excess of the compensation limit of Code
Section 414(q)(1) for the look-back year (calendar year), as adjusted by the Secretary of the
Treasury at the same time and in the same manner as under Code Section 415(d) except that the
base period is the calendar quarter ending September 30, 1996. The determination of who is a
"Highly Compensated Former Employee" shall be made in accordance with temporary Treasury
Regulation § 1.414(q)-1T, A-4, Notice 97-45 and any subsequent guidance issued thereunder.

2.21 "Hour of Service" means:

(a) General Rule. An Employee shall receive credit for one Hour of Service for:

(i) Each hour for which an Employee is paid or entitled to payment for
the performance of duties for the University. Hours of Service credited to the
Employee under this subsection (a) shall be credited to the computation period in
which the duties are performed;

(ii) Each hour for the period of time during which no duties are
performed (irrespective of whether the employment relationship has terminated) due
to vacation, holiday, illness, incapacity (including disability), layoff or jury duty.
No more than 501 Hours of Service shall be credited under this subsection (b) for
any single continuous period (whether or not such period occurs in a single
computation period). Hours of the Service under this subsection shall be calculated
and credited pursuant to Labor Regulation § 2530.200b-2 which is incorporated
herein by this reference; and

(iii) Each hour for which an award of back pay, irrespective of mitigation
of damages, either awarded or agreed by the University. Hours of Service shall be
credited to the Employee for the computation period or periods to which the award
or agreement pertains rather than the computation period in which the award,
agreement or payment is made.

(b) Leave of Absence and Qualified Military Service. An Employee who is on
an unpaid Leave of Absence or absent from work on the account of Qualified Military
Service shall receive credit for the Hours of Service which otherwise would have been
credited to such Employee but for such Leave or Qualified Military Service upon his or her
timely return to employment with the University following such Leave or Qualified Military Service. In no event shall Hours of Service credited under this subsection for Qualified Military Service be less than the number of Hours of Service required to be credited pursuant to Code Section 414(u)(8).

(c) **Computation of Hours of Service.** Hours of Service shall be determined on the basis of actual hours for which an Employee is paid or entitled to payment. In the case of an Employee for whom the University does not maintain actual hours, Hours of Service shall be determined under the equivalency described in Department of Labor Regulation § 2530.200b-3(f)(2).

(d) **Affiliated Employer.** Hours of Service shall be credited for employment with an Affiliated Employer. Hours of Service also shall be credited for any individual considered to be an Employee of the University or an Affiliated Employer to extent required under Code Sections 414(n) or 414(o) and any Treasury Regulations thereunder.

(e) **No Duplicative Crediting of Service.** There shall be no duplication of credit for any periods of employment or time taken into account under the subsections above.

2.22 “Investment Funds” means the investment funds approved by the Investment Policy Committee for investment of Plan assets. From time to time, the Investment Policy Committee may designate additional Investment Funds or remove Investment Funds. The fact that an Investment Fund is approved by the Investment Policy Committee shall not be construed to be a recommendation of investment.

2.23 “Investment Policy Committee” means the Rice Retirement Plan Investment Policy Committee as further described in in Section 11.4.

2.24 “Leased Employee” means any individual who pursuant to an agreement between a recipient employer (the University, an Affiliated Employer and any related persons determined in accordance with Code Section 414(n)(6)) and any other person (“leasing organization”) has performed services for a recipient employer on a substantially full time basis for a period of at least one (1) year, and such services are performed under the primary direction or control by the recipient employer. Notwithstanding the foregoing, an individual shall not be treated as a Leased Employee (i.e., not considered an Employee of the recipient employer) if Leased Employees do not constitute more than 20 percent of the recipient employer’s nonhighly compensated workforce and such individual is covered by a money purchase pension plan providing (i) a nonintegrated employer contribution rate of at least ten (10) percent of compensation as defined under Code Section 415(c)(3); (ii) immediate participation; and (iii) full and immediate vesting. Contributions or benefits provided to a Leased Employee by a leasing organization which are attributable to services performed for a recipient employer shall be treated as provided by the recipient employer.

2.25 “Leave of Absence or Leave” means any paid or unpaid leave from active employment, including a sabbatical leave or a leave under the Family and Medical Leave Act of
1993, duly authorized by the University or an Affiliated Employer under its leave of absence policy as amended from time to time.

2.26 "Maternity/Paternity Severance" means a Severance (i) by reason of the Employee's pregnancy, (ii) by reason of the birth of a child of the Employee, (iii) by reason of the placement of a child with the Employee in connection with the Employee's adoption of the child, or (iv) for purposes of caring for a child described in clauses (ii) or (iii) for a period beginning immediately following the birth or placement. A Severance shall not be a Maternity/Paternity Severance unless the Employee provides prior to Severance such information (as the Plan Administrator may reasonably require) to establish that his or her Severance was a Maternity/Paternity Severance.

2.27 "Normal Retirement Age" means the day on which a Participant attains age sixty-five (65). No provision of this Plan shall be deemed to alter or affect the statutes or rules of the University relating to retirement or to give any person any greater rights respecting retirement than are provided in such statutes or rules.

2.28 "Participant" means (i) any Eligible Employee and (ii) any former Eligible Employee on whose behalf an Account is maintained under the Plan.

2.29 "Participation Date" means the date an Eligible Employee commences or recommences participation in the Plan as described in Section 3.1.

2.30 "Plan" means the William Marsh Rice University Defined Contribution Retirement Plan.

2.31 "Plan Administrator" means the person appointed under the provisions of Section 11.2 to administer the Plan.

2.32 "Plan Fund" means all University Contributions made under the Plan, together with all income, profits or increments thereon, that shall be held in one or more TIAA-CREF Contracts or held in a Trust and administered by a Plan Trustee in accordance with the provisions of a Trust Agreement.

2.33 "Plan Trustee" means the person, persons, or institution acting at any time as a trustee under a Trust Agreement.

2.34 "Plan Year" means the calendar year.

2.35 "Qualified Domestic Relations Order" means a Domestic Relations Order that has been determined to meet the requirements of Code Section 414(p) and ERISA Section 206(d)(3) in accordance with Section 10.3. A "Domestic Relations Order" means a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant and is made pursuant to a State domestic relations law (including a community property law).
2.36 “Qualified Military Service” means military service following which an Employee can return to work with the University or an Affiliated Employer with full reemployment rights as prescribed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) and as further defined under Code Section 414(u), the terms of which are incorporated into the Plan by this reference. Military service shall not be Qualified Military Service unless the Employee timely provides such information as the Plan Administrator may reasonably require, to establish that his or her absence from work was for Qualified Military Service and the number of days of his or her Qualified Military Service.

2.37 “Recordkeeper” means Teachers Insurance and Annuity Association and College Retirement Equity Fund (“TIAA-CREF”), Fidelity Investments, and any other Recordkeeper subsequently approved by the Investment Policy Committee.

2.38 “Severance” means the termination of an Employee’s employment with the University and any Affiliated Employer for any reason, including, but not limited to, retirement, death, disability, resignation or dismissal with or without cause. An Employee shall not incur a Severance during a Leave of Absence; provided, however, if such Employee fails to return to work upon expiration of his or her Leave, he or she shall be deemed to incur a Severance on the first day of such Leave.

2.39 “TIAA-CREF Contract” means one or more retirement income or annuity policies, or annuity contracts (group or individual) issued or established by TIAA-CREF for the purpose of funding benefits under the Plan. It is intended that any TIAA-CREF Contract issued or established hereunder shall meet the requirements of Code Section 401(f) and any TIAA-CREF Contract, as may be amended from time to time, shall be a part of the Plan.

2.40 “Trust, Trust Agreement” means one or more trusts created for the purpose of funding benefits under the Plan. “Trust Agreement” means the one or more agreements between the University and the Plan Trustee pursuant to which all monies, securities, and assets shall be held by the Plan Trustee for the benefit of Participants, Alternate Payees, and their Beneficiaries. It is intended that any Trust created hereunder shall be exempt under Code Section 501 and any Trust Agreement, as may be amended from time to time, shall be a part of the Plan.

2.41 “University” means William Marsh Rice University.

2.42 “University Contributions” means contributions made to the Plan by the University in accordance with Article IV.

2.43 “Vested Participant” means a Participant who by satisfying the requirements of Section 5.1 has a nonforfeitable right to his or her Account.

2.44 “Vesting Service” means periods of employment taken into account to determine whether a Participant is a Vested Participant as further described in Section 5.2.

2.45 “Year of Eligibility Service” means an Eligibility Computation Period during which an Employee completes at least 1,000 Hours of Service as further described in Section 3.2.
ARTICLE III
PARTICIPATION

3.1 Participation Date. Any Eligible Employee who was a Participant in the Plan on December 31, 2014, shall continue to be a Participant as of January 1, 2015. The Participation Date of any other Eligible Employee shall be the later of (i) the first day of the first pay period coincident with or next following the date he or she attains age 21; provided, he or she is an Eligible Employee on that date or (ii) the Participation Date described below.

(a) Tenured or Tenure-Track Faculty Member. The Participation Date of a Tenured or Tenure-Track Faculty Member shall be the first day of the first pay period coincident with or next following his or her Date of Appointment.

(b) Annually Appointed Faculty Member I. The Participation Date of an Annually Appointed Faculty Member I shall be the first day of the first pay period coincident with or next following his or her Date of Appointment.

(c) Annually Appointed Faculty Member II. The Participation Date of an Annually Appointed Faculty Member II shall be the first day of the first pay period coincident with or next following July 1st of the first fiscal year during which he or she teaches at least three courses during a fiscal year or its equivalent.

(d) Full-Time Staff Member. The Participation Date of a Full-Time Staff Member shall be the later of (i) his or her Date of Employment or (ii) the first day of the first pay period coincident with or next following the date he or she is reclassified as a Full-Time Staff Member.

(e) Part-Time Staff Member. The Participation Date of a Part-Time Staff Member shall be the first day of the first Eligibility Computation Period during which he or she completes a Year of Eligibility Service; provided, he or she is employed by the University on the last day of such Eligibility Computation Period. If a Part-Time Staff Member was not employed by the University on the last day of such Eligibility Computation Period but he or she completed a Year of Eligibility Service, his or her Participation Date, if rehired by the University as a Part-Time Staff Member, shall be his or her Date of Reemployment.

3.2 Year of Eligibility Service. An Employee shall be credited with a Year of Eligibility Service for each Eligibility Computation Period during which he or she completes at least 1,000 Hours of Service. For purposes of this Section:

(a) An Employee’s “Eligibility Computation Period” shall be the 12-consecutive month period beginning on his or her Date of Employment and each anniversary thereof unless following a Severance prior to becoming a Vested Participant, he or she incurs five (5) consecutive 1-Year Breaks in Eligibility Service. If, after incurring five (5) consecutive 1-Year Breaks in Eligibility Service, such Employee is reemployed by the University or an Affiliated Employer, his or her “Eligibility
Computation Period” shall be the 12-consecutive month period beginning on his or her Date of Reemployment and each anniversary thereof.

(b) An Employee shall incur a “1-Year Break in Eligibility Service” as follows:

(i) For the Eligibility Computation Period in which Severance occurs if the Employee fails to complete at least 501 Hours of Service (taking into account Hours of Service credited under subsection (c) for a Maternity/Paternity Severance) for the University or an Affiliated Employer prior to Severance.

(ii) For the Eligibility Computation Period following the Eligibility Computation Period in which Severance occurs if the Employee fails to complete at least 501 Hours of Service (taking into account Hours of Service, if any, credited under subsection (c) for a Maternity/Paternity Severance).

(iii) For the second Eligibility Computation Period following the Eligibility Computation Period in which Severance occurs and, to the extent applicable, each Eligibility Computation Period thereafter, if the Employee fails to complete at least 501 Hours of Service during the applicable Eligibility Computation Period.

(c) An Employee shall be credited with Hours of Service following a Maternity/Paternity Severance equal to the same number of Hours of Service he or she was regularly scheduled to work during a normal work week immediately prior to the Severance (or eight hours for each normal working day, if the University is unable to determine the Employee’s regularly scheduled hours of work); provided, however, in no event shall more than 501 Hours of Service be credited for any Maternity/Paternity Severance. Hours of Service credited under this subsection shall first be credited to the Eligibility Computation Period in which the Maternity/Paternity Severance occurs if the crediting is necessary to prevent a Break in Eligibility Service for that period and then to the following Eligibility Computation Period.

(d) If an Employee is reclassified as an Eligible Employee, his or her Hours of Service completed prior to becoming an Eligible Employee shall be taken into account to determine whether he or she has completed a Year of Eligibility Service.

3.3 Participation upon Reemployment. If a former Eligible Employee was a Vested Participant prior to his or her Severance and is reemployed as an Eligible Employee, he or she shall recommence participation in the Plan on his or her Date of Appointment or Date of Reemployment whichever is applicable. If a former Eligible Employee was a Participant but not a Vested Participant prior to his or her Severance and is reemployed as an Eligible Employee prior to incurring five (5) consecutive 1-Year Breaks in Eligibility Service, he or she shall recommence participation in the Plan on his or her Date of Appointment or Date of Reemployment. The Participation Date of any other former Eligible Employee who is reemployed as an Eligible Employee shall be determined under Section 3.1.
ARTICLE IV
UNIVERSITY CONTRIBUTIONS

4.1 Eligibility for Contributions. The University shall make a University Contribution for each pay period during which a Participant is an Active Participant subject to the contribution limit of Section 4.10. A Participant shall cease to be an Active Participant as follows:

(a) Tenured or Tenure-Track Faculty Member, Annually Appointed Faculty Member I, and Full-Time Staff Member. A Participant who is a Tenured or Tenure-Track Faculty Member, Annually Appointed Faculty Member I, or a Full-Time Staff Employee shall cease to be an Active Participant as of the close of the last pay period immediately preceding the date he or she ceases to be an Eligible Employee. If such Participant subsequently becomes an Eligible Employee, he or she shall again become an Active Participant as of the first day of the first pay period coincident with or next following the day he or she again becomes an Eligible Employee and shall continue to be an Active Participant until he or she ceases to be an Eligible Employee.

(b) Annually Appointed Faculty Member II. A Participant who is an Annually Appointed Faculty Member II shall cease to be an Active Participant as of the first day of first contribution computation period during which he or she ceases to be an Eligible Employee, i.e., his or her appointment is subsequently changed so that he or she is not teaching at least three (3) courses (or the equivalent thereof) per academic year. For purposes of this subsection (a), the contribution computation period shall be the twelve (12) consecutive month period beginning on each July 1. If such Participant subsequently becomes an Eligible Employee, he or she shall again become an Active Participant as of the first day of that contribution computation period and shall continue to be an Active Participant for subsequent contribution computation periods until he or she ceases to be an Eligible Employee.

(c) Part-Time Staff Member. A Participant who is a Part-Time Staff Member shall cease to be an Active Participant as of the first day of the month following any Eligibility Computation Period during which he or she fails to complete 1,000 Hours of Service. If such Participant subsequently completes 1,000 Hours of Service during an Eligibility Computation Period, he or she shall again become an Active Participant as of the first day of that Eligibility Computation Period and shall continue to be an Active Participant for subsequent Eligibility Computation Period until he or she fails to complete a 1,000 Hours of Service during an Eligibility Computation Period.
4.2 **Amount of Contribution.** University Contributions shall be made as percentage of an Active Participant’s Compensation for each pay date occurring during the Plan Year as follows:

<table>
<thead>
<tr>
<th></th>
<th>Percentage of Compensation Under Age 50</th>
<th>Percentage of Compensation Age 50 or older</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the Social Security Wage Base</td>
<td>7%</td>
<td>10%</td>
</tr>
<tr>
<td>Above the Social Security Wage Base</td>
<td>12%</td>
<td>15%</td>
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The Social Security Wage Base means for the Plan Year, the Social Security Wage Base in effect at the beginning of the Plan Year and shall be adjusted, as necessary, as of the beginning of each Plan Year. In the event a portion of a Participant’s Compensation for a pay period is above the Social Security Wage Base, the increased contribution rate of 12% or 15%, as applicable, shall apply only to that portion above the Social Security Wage Base.

4.3 **Application of Contribution Milestones.** For purposes of Section 4.2 above, the following rules shall apply:

(a) **Age.** An Active Participant’s Age shall be determined as of the last day of the month immediately preceding the first day of the applicable pay period.

(b) **Compensation above the Social Security Wage Base.** Compensation above the Social Security Wage Base shall be determined on a calendar year basis and the Social Security Wage Base shall be adjusted, if necessary, as of the first pay date in January. In the event a portion of an Active Participant’s Compensation for a pay period is above the Social Security Wage Base, the increased contribution rate shall apply only to that portion above the Social Security Wage Base.

4.4 **University Contributions During Leaves of Absence.** For each pay period or a portion thereof during which an Active Participant is on a Leave of Absence with full or partial salary from the University, University Contributions shall continue to be made based on the Participant’s Compensation paid during such Leave of Absence. During a Leave of Absence without salary (including workers’ compensation leave), University Contributions shall cease and upon a Participant’s return from such Leave of Absence, his or her University Contributions shall automatically resume; provided, that he or she returns as an Eligible Employee.

4.5 **University Contributions Upon Return From Qualified Military Service.** A Participant who returns from Qualified Military Service shall be eligible to receive retroactive University Contributions to the extent required under Code Section 414(u). University Contributions shall be based on the amount of Compensation the Participant would have received but for his or her Qualified Military Service (less any Compensation actually received during the Participant’s Qualified Military Service). If the amount of Compensation the Participant would have received cannot be determined with reasonably certainty, then University Contributions shall be based on the Participant’s average Compensation for the 12-month period
immediately preceding his or her Qualified Military Service. The amount of University Contributions shall be computed using the contribution formula that would have applied to the Participant but for his or her Qualified Military Service.

4.6 Contributions During Long-Term Disability. For each month during which a Participant is permanently and totally disabled (as defined in Code Section 22(e)(3)), University Contributions shall be made based on the Participant’s Compensation and contribution formula (including the Social Security Wage Base) in effect at the time the disability occurred if so provided under the terms of the University’s long-term disability plan as amended from time to time, the terms of which are incorporated herein by reference. University Contributions shall cease under this Section when the Participant is no longer permanently and totally disabled, becomes ineligible to receive benefit payments under the University’s long-term disability program, or contributions under this Section are terminated under the terms of the University’s long-term disability plan whichever is the earliest to occur. Notwithstanding anything herein to the contrary, this Section shall not apply to any Participant who is a Highly Compensated Former Employee if, under the terms of the University’s long-term disability plan, University Contributions are not continued for all Participants.

4.7 When University Contributions Are Made. University Contributions shall be forwarded to the Plan Fund in such manner and as soon after the end of each month as practicable or at such other time(s), but at least annually, as determined by the University.

4.8 Application of University Contributions. The Recordkeepers shall credit University Contributions made on behalf of a Participant to the Account of such Participant. Each Account shall consist of such subaccounts as may be needed for each Participant for the proper administration of the Plan.

4.9 Contributions by Mistake of Fact. In the event the University makes any contribution to the Plan by a mistake of fact, the University may withdraw such contributions from the Plan Fund at any time within one (1) year after the payment of the contribution. Earnings attributable to any contribution made by a mistake of fact may not be withdrawn but losses attributable thereto must reduce the amount withdrawn. In no event may the withdrawal cause any Participant’s Account balance to be less than his or her Account balance immediately before the contribution was made. The foregoing shall not limit the University’s right to reallocate University Contributions or earnings allocated incorrectly to any Account.

4.10 Limitation on Contributions. For each Limitation Year, the Annual Additions credited to a Participant’s Account under the Plan shall not exceed the limits of Code Section 415 (the “415 Limit”).

(a) 415 Limit. A Participant’s 415 Limit for a Limitation Year shall be the lesser of:

(i) The applicable dollar limit in effect for the Limitation Year under Code Section 415(c)(1) as adjusted from time to time for cost-of-living increases in accordance with Code Section 415(d); or
(ii) One Hundred Percent (100%) of such Participant’s 415 Compensation for the Limitation Year.

(b) **Definitions.** For purposes of this Section, the following capitalized terms shall have the respective meanings set forth below:

(i) “Annual Additions” means the sum of the following amounts allocated to a Participant’s Account for the Limitation Year: (1) employer contributions and (2) employee contributions, (3) forfeitures, and (4) any other amounts required by Code Section 415, Treasury Regulations and other guidance issued thereunder which are hereby incorporated by reference.

(ii) “415 Compensation” means a Participant’s wages that are required to be reported as wages within the meaning of Code Section 3401(a) and all other payments of compensation to a Participant by the Employer (in the course of the Employer’s trade or business) for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052 (wages, tips and other compensation as reported on Form W-2) but determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)) and amounts paid or reimbursed by the Employer for moving expenses incurred by a Participant but only to the extent that at the time of payment it is reasonable to believe that such amounts are deductible by the Participant under Code Section 217. For purposes of this Section:

(1) 415 Compensation shall include (A) amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from a Participant’s gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), or 457(b) and elective amounts that are not includible in the gross income of the Participant by reason of Code Section 132(f)(4) and (B) differential wage payments as defined in Code Section 414(u)(12) paid by the Employer to the extent such payments do not exceed the amounts the Participant would have received if he or she had continued to perform services for the Employer rather than entering Qualified Military Service. A Participant who is permanently and totally disabled as defined in Code Section 22(e)(3) shall be deemed to have 415 Compensation for a Limitation Year equal to the amount of compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

(2) 415 Compensation shall exclude 415 Compensation in excess of $200,000 (or such other amount determined from time to time under Code Section 401(a)(17)) and amounts paid by the Employer after Severance if paid after the 2-1/2 month period following the Participant’s
Severance or, if later, the end of the Limitation Year that includes the Participant's Severance and such amount represent payments (A) for regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments and would have been paid to the Participant prior to his or her Severance if the Participant had continued in employment with the Employer, (B) for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued, or (C) of deferred compensation from a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(3) 415 Compensation shall not include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates.

(iii) "Employer" means the University and any Affiliated Employer.

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

(c) Aggregation of Plans. Annual Additions credited to a Participant's Account under this Plan shall be aggregated with Annual Additions credited to a Participant under any other plan qualified under Code Section 401(a) or 403(a) that is maintained by the University or an Affiliated Employer. For purposes of this Section, an Affiliated Employer includes any employer that is a member of a controlled group of corporations as defined in Code Section 414(b) as modified by Code Section 415(h) or a group of commonly controlled trades or businesses as defined in Code Section 414(c) as modified by Code Section 415(h) which includes the University. The 415 Limit shall be allocated between the Plan and the qualified plans of Affiliated Employers as the University and the Affiliated Employers shall agree, or absent agreement, in proportion to the Participant's 415 Compensation from the University and each Affiliated Employer maintaining a qualified plan.

(d) Correction of Excess Annual Additions. The Plan Administrator may apply any method available under the Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS for correcting Code Section 415 errors under the Plan.

(f) Incorporation by Reference. It is intended that this Section shall be construed in accordance with Code Section 415, Treasury Regulations and other guidance issued thereunder and, to the extent there is an inconsistency between this Section and Code Section 415 and the Treasury Regulations issued thereunder, the latter shall control and any inconsistent provision shall be replaced by the applicable provisions of Code
Section 415 and the Treasury Regulations with such applicable provisions incorporated herein by reference.
ARTICLE V
VESTING

5.1 Vested Participant. A Participant shall become a Vested Participant upon the earlier of his or her:

(a) Completion of one (1) year of Vesting Service;

(b) Attainment of the Normal Retirement Age while employed by the University;

(c) Disability while employed by the University; or

(d) Death while employed by the University or while performing Qualified Military Service.

A Participant’s status as a Vested Participant shall in no way limit the deduction from a Vested Participant’s Account of such fees and charges as may be imposed by a Recordkeeper, such other Plan expense charges that may be charged to the Account under applicable law, the removal of Plan Contributions made under a mistake of fact pursuant to Section 4.9 or the Plan Administrator’s right to reallocate contributions or earnings allocated incorrectly to any Account.

5.2 Vesting Service. A Participant shall be credited with Vesting Service equal to 1/365th equal to (i) the aggregate number of days between each Date of Appointment or Date of Employment or (Date of Reappointment or Date of Reemployment) and his or her Severance which immediately follows that Date of Appointment or Date of Employment or (Date of Reappointment or Date of Reemployment), (ii) the aggregate number of days during any Period of Severance of less than twelve months, and (iii) the aggregate number of days during Qualified Military Service subject to the following:

(a) All Vesting Service shall be taken into account regardless of whether the Participant was an Eligible Employee throughout such periods and without regard to the number of Hours of Service completed by the Participant during such periods.

(b) All Vesting Service shall be counted except if a Participant who is not a Vested Participant incurs five (5) consecutive 1-year Periods of Severance. In such case, (i) his or her pre-Severance Vesting Service shall not be taken into account and (ii) his or her post-Severance Vesting Service shall not be taken into account to vest the Participant’s pre-Severance Account.

(c) A “Period of Severance” means a continuous period of time during which the Participant is not employed by the University or an Affiliated Employer commencing on the day following the day the Participant incurs a Severance and ending on the Participant’s Date of Appointment or Date of Employment. For purposes of determining whether a Participant has incurred a 1-year Period of Severance, the following rules shall apply:
(i) Severance during a Leave of Absence. If a Participant terminates employment with the University or an Affiliated Employer by resignation, discharge, retirement, or death during a Leave of Absence and is not reemployed by the University or an Affiliated Employer within the 12-month period following the first day of such Leave of Absence, such period shall be treated as a Period of Severance.

(ii) Maternity/Paternity Severance. In the case of a Participant who incurs a Maternity/Paternity Severance, the 12-month period beginning on the first anniversary of such Maternity and Paternity Absence shall neither be treated as Period of Severance nor as Vesting Service.

(iii) Qualified Military Leave. In the case of a Participant who incurs a Severance due to Qualified Military Service, such period shall not be treated as a Period of Severance.

5.3 Forfeiture of Account. If a Participant is a not a Vested Participant upon Severance, the Participant shall be deemed to have received a distribution of his or her Account upon such Severance and such Account shall be forfeited; provided, that the amount forfeited under this Section 5.3 shall be restored if the Participant is rehired by the University or an Affiliated Employer before he or she incurs five (5) consecutive 1-year Periods of Severance. Forfeitures arising under this Section 5.3 shall first be applied to restore the Accounts of Participants if required under this Section 5.3 or Section 7.7 and may then be allocated as University Contributions in accordance with Section 4.2 or applied to pay Plan expenses in accordance with Section 11.5 as determined by the Plan Administrator. Amounts forfeited under this Section 5.3 shall not be used to increase benefits otherwise payable to Participants or Beneficiaries.
ARTICLE VI
PLAN FUNDING

6.1 Plan Fund. Assets of the Plan are held in various TIAA-CREF Contracts or are held in Trust pursuant to a Trust Agreement between a Plan Trustee and the University, which together comprise the Plan Fund. Benefits under the Plan shall be paid solely from the Plan Fund and all Participants shall look solely to the Plan Fund and to the adequacy thereof for the payment of any such benefits of any nature or kind which may at any time be payable hereunder. Benefits under the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation, the Plan Administrator, Investment Policy Committee, the University, or by any other person or corporation.

6.2 Investment of Contributions and Accounts. Subject to the administrative rules of the Plan Administrator and such conditions as may reasonably be imposed by the Recordkeepers, a Participant (or Beneficiary or Alternate Payee) has the sole responsibility to direct the investment of his or her University Contributions among the Recordkeepers and Investment Funds and the Recordkeepers have the exclusive responsibility for investing University Contributions as directed by Participants. A Participant shall direct the investment of his or her University Contributions as provided below:

(a) A Participant shall designate the Recordkeeper(s) and Investment Fund(s) in which his or her University Contributions are to be invested. A Participant may change his or her election of designated Recordkeepers and Investment Funds with regard to future University Contributions in such manner, at such time and with such effective date as permitted by the Plan Administrator. The fact that an Investment Fund is offered shall not be construed to be a recommendation of investment.

(b) A Participant may reallocate the balance of his or her Account among the Investment Funds by transferring all or part of his or her Account from one Recordkeeper to another Recordkeeper or from one Investment Fund to another Investment Fund; provided, that:

(i) Such transfers shall be made in such manner, at such time and with such effective date as permitted by the Recordkeepers including setting minimum or maximum amounts that may be transferred and when transfers are permitted.

(ii) Any transfer shall be subject to such charges, including but not limited to market value adjustments, as established from time to time by the Recordkeepers with regard to the applicable Investment Fund.

(c) If an Investment Fund is closed, the Participant shall redirect the investment of amounts held in a closing Investment Fund to a new or remaining Investment Fund. If a Participant does not provide timely affirmative investment instructions, the Investment Policy Committee may (i) direct that amounts held in a closing Investment Fund be invested in a “qualified default investment alternative” as described in subsection (d) below or (ii) establish procedures in accordance with ERISA Section 404(c)(4) under which amounts invested in a closing Investment Fund shall be
transferred to a new or remaining Investment Fund. The procedures established under clause (ii) shall be subject to the following:

(i) Amounts invested in a closing Investment Fund shall be transferred to a new or remaining Investment Fund with the characteristics, including characteristics relating to risk and rate of return, that are reasonably similar to the characteristics of the closing Investment Fund; and

(ii) At least 30 days and no more than 60 days prior to the effective date of the change, Participants shall be provided with notice (in writing or in such other form as may be permitted under ERISA and any guidance issued thereunder) of the change and information comparing the existing and new Investment Funds and the new or remaining Investment Fund to which amounts invested in the closing Investment Fund will be transferred (in the absence of affirmative investment instructions from the Participant to the contrary).

(d) If a Participant fails to direct the investment of his or her University Contributions, such University Contributions shall be invested in an Investment Fund selected by the Investment Policy Committee until superseded by a subsequent election by the Participant. It is intended that the Investment Fund(s) selected by the Investment Policy Committee shall be a “qualified default investment alternative” as described in ERISA Section 404(c)(5) and Labor Regulations issued thereunder. Participants on whose behalf an investment in a default Investment Fund may be made shall be notified at least 30 days in advance of the first such investment and shall be notified at least 30 days in advance of each subsequent Plan Year. Any material relating to the Participant’s investment in a default Investment Fund (e.g., account statements, prospectuses) shall be provided to such Participants.

The University intends that the Plan allow all Participants, Alternate Payees, and their Beneficiaries to direct investment of all contributions to the Plan in a manner that conforms to ERISA Section 404(c) and the Labor Regulations issued thereunder. It is further intended that this Section be construed and that the Plan be operated and administered in accordance with its provisions; provided, that the Investment Policy Committee may in its discretion determine not to establish procedures in accordance with subsection (c) above if it would be administratively impracticable to timely establish such procedures. The University (including its Board and Employees), Plan Administrator, and Investment Policy Committee shall be under no duty to question any such direction of a Participant, Alternate Payee, or their Beneficiaries, and shall have no responsibility or liability for any loss or the lack of gains that may arise from or result from compliance with any directions from the Participant, Alternate Payee, or Beneficiary.

6.3 Valuation of Plan Fund. The Recordkeepers shall maintain records on the basis of the Plan Year in accordance with its customary practices and as required by Code and ERISA. The Plan Fund shall be valued by the Recordkeepers as of the end of each Plan Year, and at such other dates deemed necessary by the Plan Administrator, on the basis of the fair market value of the assets in the Plan Fund. The date as of which the Plan Fund is valued shall be known as the “Valuation Date.”
6.4 Reporting. The Recordkeepers shall periodically (at least as frequently as required by ERISA) distribute or cause to be distributed to each Participant (or his or her Alternate Payee or Beneficiary) a report summarizing the status of his or her Account which shall be prepared in accordance with the Recordkeepers' customary practices and shall contain any information required to be furnished by ERISA. Similar reports or illustrations may be obtained by a Participant upon Severance or at any other time by writing directly to the Recordkeepers.

6.5 TIAA-CREF Contracts. The provisions of the TIAA-CREF Contracts between TIAA-CREF and the University or a Participant, as well as the provisions of any certificates issued to a Participant, constitute a part of the Plan and are hereby incorporated by reference. If an inconsistency or ambiguity arises between the terms of the Plan and the terms of a contract or certificate, the terms of the Plan shall control.
ARTICLE VII
DISTRIBUTIONS FROM ACCOUNTS

7.1 General Provisions. A Participant shall be entitled to commence distribution of his or her Account in accordance with this Article VII only if he or she is a Vested Participant. No amounts shall be payable to a Participant who is not a Vested Participant. For purposes of this Article VII, any references to “Participant” mean a Vested Participant.

7.2 Distribution after Severance. A Participant may, upon making a Qualified Election in accordance with Section 7.4, commence distributions from his or her Account at any time following Severance but in no event later than his or her Required Beginning Date as defined in Article IX (relating to required minimum distributions). To the extent a Participant’s Account is comprised of multiple Investment Funds, he or she may elect to commence payment at different times and under such optional forms of benefit payment as permitted under the different Investment Funds. A Participant shall initiate distributions or withdrawals from his or her Account by requesting a distribution or withdrawal form from his or her Recordkeeper(s) and completing and returning such distribution or withdrawal form to the Recordkeeper and furnishing such other data as the Recordkeeper deems necessary.

7.3 Forms of Payment. A Participant’s Account shall be paid in accordance with this Section 7.3.

(a) Required Forms of Payment. The Account of a Participant who is not married shall be paid in the form of a Qualified Single Life Annuity and the Account of a Participant who is married shall be paid in the form of a Qualified Joint and Survivor Annuity unless he or she elects an optional form of payment as described in subsection (b). For purposes of this subsection (a):

(i) Qualified Single Life Annuity. A Qualified Single Life Annuity means an immediate annuity that provides payments at regular intervals for the life of the Participant with payments ceasing upon the Participant’s death. The amount of the annuity shall be equal to the annuity that can be purchased with the Participant’s Account.

(ii) Qualified Joint and Survivor Annuity. A Qualified Joint and Survivor Annuity means an immediate annuity that provides payments at regular intervals for the life of the Participant and upon the Participant’s death, if his or her spouse is then living, provides payments at regular intervals for the life of the spouse that are equal to 50% of the amount paid to the Participant during his or her lifetime. The amount of the annuity shall be equal to the annuity that can be purchased with the Participant’s Account.

(b) Optional Forms of Payment. A Participant may, upon making a Qualified Election in accordance with Section 7.4, elect that his or her Account be paid under any of the optional forms of benefit payment permitted under his or her Investment Funds. The optional forms of payment available to Participants under the Plan are the benefit forms offered under the TIAA-CREF Contracts, the terms of which are incorporated by
reference into the Plan, and include: (i) single life annuities with or without periods certain, (ii) contingent annuities (including an immediate annuity that provides payments at regular intervals for the life of the Participant and upon the Participant’s death, if his or her co-annuitant is then living, provides payments at regular intervals for the life of the spouse that are equal to 75% of the amount paid to the Participant during his or her lifetime) with or without periods certain, (iii) installment payments, (iv) minimum distribution payments, and (iv) lump sum payments. A Participant may elect a lump sum distribution only to the extent permitted under the Investment Funds and, in the case of certain Investment Funds, subject to the requirement that a lump sum distribution election be made within 120 days following Severance. A Participant may also elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan; provided, that a Recordkeeper is permitted to require that, if a Participant elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan, that such portion be equal to at least $500 (or any greater amount as prescribed by the Commissioner in revenue rulings, notices, and other guidance published in the Internal Revenue Bulletin) or any lower minimum amounts specified by the Recordkeeper.

(c) Transfers Among Recordkeepers. If a Participant elects that his or her Account or a part thereof be paid under an annuity form of payment and his or her Account or the part thereof is held under an Investment Fund that does not offer the annuity form of payment, such Participant must transfer his or her Account or the part thereof to an Investment Fund that does offer the annuity form of payment within a reasonable period of time prior to the commencement of his or her annuity form of payment.

7.4 Qualified Election. A Participant and, if applicable, his or her spouse must consent to the commencement of distributions from his or her Account prior to his or her Normal Retirement Age and a Participant and, if applicable, with the consent of his or her spouse, may waive the required form of benefit payment described in Section 7.3(a) and elect an optional form of benefit payment described in Section 7.3(b) as follows:

(a) Consent for Early Payment. Distributions from a Participant’s Account shall not commence prior to the Participant’s Normal Retirement Age unless the Participant and, if applicable, his or her spouse consents (in writing or in such other form as may be permitted under the Code and any guidance issued thereunder) to receive payment prior to such date. If a Participant does not make a Qualified Election to commence distributions prior to the later of the 60th day after the end the Plan Year (i) in which the Participant attains the Normal Retirement Age, (ii) in which the Participant completes his or her tenth (10th) anniversary of Plan participation, or (iii) which contains the Participant’s Severance, whichever Plan Year is latest, the failure of a Participant to commence distributions on or after the Participant’s Severance shall be deemed to be an election to defer distribution but in no event later than his or her Required Beginning Date as defined in Article IX. Notwithstanding anything in the Plan to the contrary, spousal consent is not required if the distribution from the Participant’s Account is in the form of a Qualified Joint and Survivor Annuity.
(b) **Required Explanation.** Any elections made hereunder shall only be a Qualified Election if the Recordkeeper(s) provides the Participant with an explanation (in writing or in such other form as may be permitted under the Code and any guidance issued thereunder) that conforms to the requirements of the Code and any guidance issued thereunder; provided, such explanation shall include: (i) the terms and conditions of the required form of payment; (ii) the Participant’s right to make, and the effect of, an election to waive the required form of payment; (iii) the Participant’s right to make, and the effect of, a revocation of a previous election to waive the required form of payment; (iv) a general description of the material features and an explanation of the relative values of the available optional forms of payment under the Plan; (v) a statement that the Participant has the right to defer the payment of his or her Account until his or her Normal Retirement Age and a description of the consequences of failing to do so; and (vi) the rights of the Participant’s spouse to refuse to consent to distributions from the Participant’s Account prior to the Participant’s Normal Retirement Age or to the Participant’s waiver of the required form of payment.

(c) **Spousal Consent.** Any elections made hereunder shall only be a Qualified Election with respect to a married Participant if: (i) the Participant’s spouse consents (in writing or in such other form as may be permitted under the Code and any guidance issued thereunder) to the Participant’s election; (ii) such election designates the form of benefit unless the spouse expressly permits designations by the Participant without any further spousal consent; (iii) the Participant’s spouse acknowledges the effect of the Participant’s election; and (iv) the Participant’s spouse’s consent is witnessed by a notary public. A waiver that permits a Participant to designate another form of benefit without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific form of benefit and a specific contingent annuitant and that the spouse voluntarily elects to relinquish such rights. If the Plan Administrator determines there is no spouse, the spouse cannot be located, or because of such other circumstances as the Code or other applicable guidance may prescribe, an election by the Participant alone shall be deemed a Qualified Election. Any consent by a spouse (or establishment that the consent of a spouse may not be obtained) shall (i) be effective only with respect to such spouse and (ii) be irrevocable; provided, however, a Participant may revoke a Qualified Election without the consent of the spouse at any time before distribution is made or distributions commence.

(d) **Election Period.** A Participant may make or revoke in a writing any election made hereunder during the election period established by the Recordkeepers. Such election period shall begin when the explanation described in subsection (c) above is furnished to the Participant and shall end, with no opportunity for a further election or revocation, on the Annuity Starting Date.

(i) The Recordkeepers, to the extent required, shall provide the explanation and election forms described in the above subsections no less than 30 days and no more than 180 days prior to the Participant’s Annuity Starting Date.

(ii) Notwithstanding paragraph (i), the explanation and election forms may be provided to the Participant less than 30 days prior to his or her Annuity
Starting Date if the explanation: (1) clearly indicates that the Participant has at least 30 days to consider whether to waive his or her required form of payment and to elect with spousal consent, if applicable, an optional form of payment; (2) the Participant is permitted to revoke any affirmative distribution election at least until the Participant’s Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation is provided to the Participant; and (3) the Participant’s Annuity Starting Date is after the date the explanation was provided to the Participant.

7.5 Minimum Distribution Requirements. Notwithstanding anything in the Plan to the contrary, the distributions under the Plan shall be made in accordance with Code Section 401(a)(9) and Treasury Regulations thereunder and the provisions of Article IX shall override any distribution option in the Plan inconsistent with Code Section 401(a)(9).

7.6 Distributions Pursuant to Qualified Domestic Relations Orders. Notwithstanding anything in this Plan to the contrary, it shall be permissible for the Plan to pay an Alternate Payee’s benefit as determined under the terms of a Qualified Domestic Relations Order as soon as administratively feasible and prior to the Participant’s Severance. The process by which the amount awarded is paid to the Alternate Payee shall be determined by the Participant’s Recordkeeper(s) including, but not limited to, the issuance or establishment of separate TIAA-CREF Contracts on behalf the Alternate Payee.

7.7 Unclaimed Benefits. If a Participant fails to file a claim for the distribution of his or her Account on or after his or her Normal Retirement Age and, after reasonable efforts by the Plan Administrator or its delegate, the Participant cannot be located, the Participant shall be presumed dead and the Plan Administrator shall use reasonable efforts to locate the Participant’s surviving spouse and/or Beneficiary, as applicable. If, after reasonable efforts by the Plan Administrator or its delegate, the surviving spouse and/or Beneficiary cannot be located then the surviving spouse and/or Beneficiary shall be presumed to have predeceased the Participant and the Participant’s Account shall be forfeited to the extent consistent with applicable laws as well as the TIAA-CREF Contracts, if applicable, subject to the following:

(a) Amounts forfeited under this Section shall first be used to restore any Account reinstated under subsection (b) and Section 5.3 and then, as determined by the Plan Administrator, may be allocated as University Contributions under Article IV or used to pay Plan expenses in accordance with Section 11.5. Amounts forfeited under this subsection (a) shall not be used to increase benefits otherwise payable to Participants or Beneficiaries. If amounts forfeited under this subsection are insufficient to restore a reinstated Account, the University shall be obligated to contribute to the Plan any amounts necessary to restore any reinstated Account after it has been forfeited pursuant to the provisions of this Section.

(b) If, after such a forfeiture, the Participant, the surviving spouse or Beneficiary (the “claimant”) claims the forfeited Account, the amount forfeited shall be reinstated, unadjusted for earnings and losses, and paid to the claimant as soon as practical following the claimant’s production of reasonable proof of his or her identity.
and entitlement to the Account (determined pursuant to the Plan's claims and appeals procedures as described in Article X).

(c) For purposes of this Section, the Plan Administrator or its delegate may use any reasonable measures to locate a Participant or his or her surviving spouse or Beneficiary, including using certified mail or using internet search tools or commercial locator services, and may consider the cost of the measures relative to the benefit when determining which measures to use.
ARTICLE VIII
DISTRIBUTIONS TO BENEFICIARIES

8.1 Form of Benefit. Upon the death of a Participant, all or the remaining portion of his or her Account shall be paid as provided below:

(a) Married Participants. If a Participant is married at the time of his or her death, 50% of all or the remaining portion of a Participant’s Account shall be payable to his or her surviving spouse in the required form of payment of a Qualified Preretirement Survivor Annuity unless the surviving spouse waives the Qualified Preretirement Survivor Annuity in such form and in such manner comparable to that required under Section 7.4 and elects an optional form of payment as described in Section 7.3(b). A “Qualified Preretirement Survivor Annuity” means an immediate annuity that provides payments at regular intervals for the life of the surviving spouse with payments ceasing upon the surviving spouse’s death. The amount of the annuity shall be equal to the annuity that can be purchased with 50% of all or the remaining portion of a Participant’s Account. The remainder of the Participant’s Account shall be distributed in accordance with subsection (c) below. The foregoing shall not apply if the Participant had, prior to his or her death, waived the Qualified Preretirement Survivor Annuity and designated another Beneficiary in accordance with Section 8.3 to receive that portion of his or her Account that would otherwise be payable to his or her surviving spouse. In such event, all or the remaining portion of a Participant’s Account shall be distributed to such Beneficiary in accordance with subsection (c) below.

(b) Unmarried Participants. If a Participant is not married at the time of his or her death, all or the remaining portion of a Participant’s Account shall be distributed to the Beneficiary or Beneficiaries of the Participant in accordance with subsection (c) below.

(c) Beneficiaries. Any distributions made pursuant to this subsection (c) shall be made to the Beneficiary or Beneficiaries of the Participant in such proportions as designated by the Participant. Distribution to each such Beneficiary shall be payable under any optional form of payment offered under Section 7.3(b) as elected by the Beneficiary; provided, that the elected form of payment is permitted by law or otherwise permitted under the terms of the applicable Investment Fund. The foregoing shall not apply if the Participant, prior to his or her death, designated the form of payment (or limited the forms of payment that may be elected by the Beneficiary) in accordance with the provisions of the applicable Investment Fund and in a manner acceptable to his or her Recordkeeper(s). If a Beneficiary dies after the Participant but before receiving his or her entire interest in the Participant’s Account or before commencing distributions under an optional form of payment, the remaining interest shall be paid to the beneficiary or beneficiaries designated by the Beneficiary or if no proper designation is made by the Beneficiary, to the Beneficiary’s estate. The foregoing shall not apply if the Participant, prior to his or her death, designated a contingent Beneficiary in accordance with the provisions of the applicable Investment Fund and in a manner acceptable to his or her Recordkeeper.
A surviving spouse or Beneficiary shall initiate distribution of benefits by requesting distribution forms from the Recordkeepers and completing and returning them to the Recordkeepers and furnishing to the Recordkeepers such other data as the Recordkeepers deem necessary. If a surviving spouse or Beneficiary elects that the Participant’s Account or a part thereof is paid under an annuity form of payment and the Participant’s Account or the part thereof is held under an Investment Fund that does not offer the annuity form of payment, then he or she must transfer the Participant’s Account or the part thereof to an Investment Fund that does offer the annuity form of payment within a reasonable period of time prior to the commencement of his or her annuity form of payment.

8.2 Designation of Beneficiary. A Participant shall designate a Beneficiary or Beneficiaries to receive all or the remaining portion of his or her Account upon his or her death by executing and filing with his or her Recordkeeper(s) a designation of beneficiary in such form and in such manner as may be prescribed by the Recordkeeper and shall have the right to change a designated Beneficiary at any time by executing and filing with his or her Recordkeeper(s) a new designation of beneficiary in such form and in such manner as may be prescribed by the Recordkeeper subject to the following:

(a) Failure to Designate Beneficiary. If a Participant who is married fails to designate a Beneficiary, improperly designates a Beneficiary, or if no Beneficiary survives the Participant, all or the remaining portion of a Participant’s Account shall be distributed to the Participant’s surviving spouse. If a Participant who is not married fails to designate a Beneficiary, improperly designates a Beneficiary, or if no Beneficiary survives the Participant, all or the remaining portion of a Participant’s Account shall be distributed to his or her estate unless the Plan Administrator determines and the underlying Investment Funds so permit that the Participant’s Account be distributed to the Participant’s heirs at law (determined in accordance with the laws of the State of Texas as they existed at the date of the Participant’s death) in lieu of making payment to a Participant’s estate. If a representative of the Participant’s estate or heirs at law (if so determined by the Plan Administrator) cannot be located after reasonable efforts, then the Participant’s benefit shall be forfeited in accordance with Section 7.7.

(b) Designation of Non-Spouse Beneficiary. A Participant may designate a Beneficiary other than his or her spouse to receive that portion of his or her Account that would otherwise be payable to his or her surviving spouse only if the conditions of this subsection (b) are satisfied.

(i) Waiver of Qualified Preretirement Survivor Annuity. A Participant may designate a Beneficiary other than his or her spouse only if the Participant’s spouse (in writing or in such other form as may be permitted under the Code and any guidance issued thereunder) (1) waives the Qualified Preretirement Survivor Annuity described in Section 8.1, (2) consents to the Beneficiary including any class of Beneficiaries or any contingent Beneficiaries (which Beneficiary may not be changed, e.g., the Beneficiary predeceases the Participant without spousal consent unless the spouse expressly consents to a designation by the Participant without any requirement of further consent by such spouse), and (3) acknowledges the effect of such designation. A waiver that permits a
Participant to designate another Beneficiary without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific Beneficiary and that the spouse voluntarily elects to relinquish such rights. Notwithstanding the foregoing, a designation without spousal consent shall be effective if the Plan Administrator determines there is no spouse, the spouse cannot be located, or because of such other circumstances as Code or other applicable guidance may prescribe. To be valid, the designation and spousal consent must be made within the election period described in paragraph (iii) and the spouse’s consent must be witnessed by a notary public. Any consent by the spouse (or establishment that the consent of a spouse may not be obtained) under this paragraph shall be effective only with respect to such spouse. If a Participant subsequently marries following his or her designation of a Beneficiary other than his or her spouse, such designation shall be invalid unless the spousal consent requirements of this paragraph are satisfied with respect to such spouse subject, however, to the provisions of a Qualified Domestic Relations Order.

(ii) Required Explanation. The Recordkeepers shall provide each Participant with an explanation (in writing or in such other form as may be permitted under the Code and any guidance issued thereunder) of the (1) the terms and conditions of the Qualified Preretirement Survivor Annuity, (2) the spouse’s rights to the Qualified Preretirement Survivor Annuity, (3) the Participant’s right to have the Qualified Preretirement Survivor Annuity paid to a Beneficiary other than his or her spouse, and (4) the right to make, and the effect of, a revocation of a previous election to designate a Beneficiary other than his or her spouse within the election period described in paragraph (iii) below.

(iii) Election Period. A Participant may elect, or revoke a prior election, to designate a non-spouse Beneficiary, at any time within the election period that begins on the day the Participant first becomes a Participant and ends on the date of the Participant’s death. If a Participant designates a non-spouse Beneficiary prior to the Plan Year in which he or she attains age 35, such designation shall not be treated as an effective designation (but shall otherwise be an effective designation with regard to amounts not required to be payable to such spouse) as of the first day of the Plan Year in which the Participant attains age 35. In order for such designation to be effective, the Participant must again designate the non-spouse Beneficiary on or after the first day of the Plan Year in which he or she attains age 35. Notwithstanding the foregoing, if the Participant designates a non-spouse Beneficiary prior to the Plan Year in which he or she attains age 35 and incurs a Severance prior to the first day of the Plan Year in which he or she attains age 35, such designation shall be treated as an effective designation.

8.3 Minimum Distribution Requirements. Notwithstanding anything in the Plan to the contrary, the distribution of death benefits under the Plan shall be made in accordance with Code Section 401(a)(9) and Treasury Regulations thereunder and the provisions of Article IX shall override any distribution option in the Plan inconsistent with Code Section 401(a)(9).
ARTICLE IX
MINIMUM DISTRIBUTION REQUIREMENTS

9.1 General Rule. Notwithstanding any other provision in the Plan to the contrary, the distribution of benefits to a Vested Participant shall be made in accordance with Code Section 401(a)(9) and final Treasury Regulations thereunder including the incidental death benefit requirements of Code Section 401(a)(9)(G). The provisions of this Article IX shall override any distribution option in the Plan inconsistent with Code Section 401(a)(9).

9.2 Definitions. For purposes of this Article, the following capitalized terms shall have the respective meanings set forth below:

(a) "Account Balance" means the balance of a Participant’s Account as of the last valuation date in the Valuation Calendar Year increased by the amount of any contributions made and allocated to the Participant’s Account 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 shall include 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.

(b) "Designated Beneficiary" means the individual who is designated as the Participant’s Beneficiary under the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation § 1.401(a)(9)-4.

(c) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions commencing before the Participant’s death, the first Distribution Calendar Year shall be the calendar year immediately preceding the calendar year which contains the Participant’s Required Beginning Date. For distributions commencing after the Participant’s death, the first Distribution Calendar Year is the calendar year in which distributions are required to commence under Section 9.3(b). 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, shall be made on or before December 31 of that Distribution Calendar Year.

(d) "Life Expectancy" means life expectancy as computed by use of the Single Life Table in Treasury Regulation § 1.401(a)(9)-9.

(e) "Required Beginning Date" means April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or, if later, April 1 of the calendar year following the calendar year which contains the Participant’s Severance.

(f) "Valuation Calendar Year" means the calendar year immediately preceding the Distribution Calendar Year.
9.3 **Time and Manner of Distribution.**

(a) The Participant’s interest in his or her Account shall be distributed, or commence to be distributed, to the Participant no later than the Required Beginning Date.

(b) If the Participant dies before distributions commence, the Participant’s entire interest in his or her Account shall be distributed, or shall commence to be distributed, no later than:

(i) If the Participant’s surviving spouse is the Participant’s sole Designated Beneficiary, then distributions to the surviving spouse shall commence by the later of (A) December 31 of the calendar year immediately following the calendar year in which the Participant died, or (B) December 31 of the calendar year in which the Participant would have attained age 70½.

(ii) If the Participant’s surviving spouse is not the Participant’s sole Designated Beneficiary, then distributions to the Designated Beneficiary shall commence by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no Designated Beneficiary as of September 30 of the calendar year following the calendar year of the Participant’s death, the Participant’s entire interest in his or her Account shall be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant’s death.

(iv) 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 commence, this subsection (b), other than paragraph (i) of this subsection (b), shall apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and Section 9.5, unless paragraph (iv) of this subsection (b) applies, distributions shall be considered to commence on the Participant’s Required Beginning Date. If paragraph (iv) of this subsection (b) applies, distributions shall be considered to commence on the date distributions are required to commence to the surviving spouse under paragraph (i) of this subsection (b). 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 commence to the surviving spouse under paragraph (i) of this subsection (b)), the date distributions are considered to commence shall be the date distributions actually commence.

(c) Unless the Participant’s interest in his or her Account 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 Sections 9.4 and 9.5 of this Article. If the Participant’s interest in his or her Account is distributed in the form of an annuity purchased from an
insurance company, distributions thereunder shall be made in accordance with the requirements of Code Section 401(a)(9) and Treasury Regulations thereunder.

9.4 Required Minimum Distributions During Participant’s Lifetime.

(a) During the Participant’s lifetime, the minimum amount that shall be distributed for each Distribution Calendar Year is the lesser of:

(i) The quotient obtained by dividing the Participant’s Account Balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation § 1.401(a)(9)-9, using the Participant’s age as of the Participant’s birthday in the Distribution Calendar Year; or

(ii) 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 § 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.

(b) Required minimum distributions shall be determined under this Section 9.4 beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant’s date of death.

9.5 Required Minimum Distributions After Participant’s Death

(a) If the Participant dies on or after the date distributions commence 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 longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant’s Designated Beneficiary, determined as follows:

(i) The Participant’s remaining Life Expectancy shall be calculated using the age of the Participant in the year of death (reduced by one for each subsequent calendar year in which such calculation is performed).

(ii) If the Participant’s surviving spouse is the Participant’s sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse shall be 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 shall be 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 in which such calculation is performed).
(iii) If the Participant’s surviving spouse is not the Participant’s sole Designated Beneficiary, the Designated Beneficiary’s remaining Life Expectancy shall be calculated using the age of the Designated Beneficiary in the calendar year following the year of the Participant’s death (reduced by one for each subsequent calendar year in which such calculation is performed).

(b) If the Participant dies on or after the date distributions commence and there is no Designated Beneficiary as of September 30 of the calendar year following the calendar year of the Participant’s death, the minimum amount that shall be distributed for each Distribution Calendar Year after the calendar 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 calendar year of death (reduced by one for each subsequent calendar year in which such calculation is performed).

(i) If the Participant dies before the date distributions commence and there is a Designated Beneficiary, the minimum amount that shall be distributed for each Distribution Calendar Year after the calendar 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 (a) above.

(ii) If the Participant dies before the date distributions commence and there is no Designated Beneficiary as of September 30 of the calendar year following the calendar year of the Participant’s death, distribution of the Participant’s entire interest in his or her Account shall be completed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant’s death.

(iii) If the Participant dies before the date distributions commence, the Participant’s surviving spouse is the Participant’s sole Designated Beneficiary, and the surviving spouse dies before distributions are required to commence to the surviving spouse under Section 9.3(b)(i), this subsection (b) shall be applied as if the surviving spouse were the Participant.

9.6 Election to Allow 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 Section 9.3(b) and 9.5(b) shall apply 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 Section 9.3(b), or by September 30 of the calendar year which contains the fifth (5th) anniversary of the Participant’s (or, if applicable, surviving spouse’s) death. If neither the Participant nor Beneficiary makes an election under this Section, distributions will be made in accordance with Sections 9.3(b) and 9.5(b).

9.7 2009 Waiver of Required Minimum Distributions. Notwithstanding anything in the Plan to the contrary, a Participant or Beneficiary who would have been required to receive
required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H)
(“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that
are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal
distributions (that include the 2009 RMDs) made at least annually and expected to last for the
life (or Life Expectancy) of the Participant, the joint lives (or joint Life Expectancy) of the
Participant and the Participant’s Designated Beneficiary, or for a period of at least 10 years
(“Extended 2009 RMDs”), shall receive distributions as follows:

(a) A Participant or Beneficiary who, on or before December 31, 2008,
reached his or her Required Beginning Date and initiated automatic payment of required
minimum distributions, shall receive his or her 2009 RMD for 2009 unless the Participant
or Beneficiary elects otherwise.

(b) A Participant or Beneficiary, other than a Participant or Beneficiary
described in subsection (a) above, shall not receive his or her 2009 RMD for 2009 unless
the Participant or Beneficiary elects otherwise.

Participants and Beneficiaries shall be given the opportunity to elect to stop or to receive
their 2009 RMDs. In addition, notwithstanding anything in the Plan to the contrary, and solely
for purposes of applying the direct rollover provisions of the Plan, a Direct Rollover shall be
offered only for distributions that are Eligible Rollover Distributions without regard to Code
Section 401(a)(9)(H).
ARTICLE X
CLAIMS AND APPEALS PROCEDURES

10.1 Claims for Benefits. A Participant, Alternate Payee, or Beneficiary, or in each case, his or her authorized representative (the “Claimant”) shall file a claim for benefits under the procedures set forth below:

(a) A Claimant shall initiate a claim for benefits by writing or calling his or her Recordkeeper(s). The Recordkeeper shall provide to the Claimant an application for benefits and other supporting documents, including but not limited to, a waiver of the required form of payment and spousal consent forms, if necessary.

(b) Within 90 days following receipt by the Recordkeeper of a claim for benefits and all necessary documents and information, the Recordkeeper shall furnish the Claimant with written or electronic notice of the decision rendered with respect to such claim. Should special circumstances require an extension of time for processing the claim, a written or electronic notice of the extension shall be furnished to the Claimant prior to the expiration of the initial 90-day period. The notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision is expected to be rendered. In no event shall the period of the extension exceed 90 days from the end of the initial 90-day period.

(c) In the case of a denial of a claim, the written or electronic notice of such denial shall set forth (i) the specific reasons for the denial, (ii) references to the Plan provisions upon which the denial is based, (iii) a description of any additional information or material necessary for perfection of the claim (together with an explanation why such material or information is necessary), (iv) an explanation of the Plan’s appeals procedures, and (v) a statement of the Claimant’s right to bring a civil action under Section 502(a) of ERISA if his or her claim is denied upon appeal.

(d) In the case of a denial of a claim, a Claimant who wishes to appeal the decision must follow the administrative procedures for an appeal as set forth in Section 10.2 below.

The claims procedures set forth in this Section 10.1 are intended to comply with Department of Labor Regulation § 2560.503-1 and shall be construed in accordance with such regulation. In no event shall it be interpreted as expanding the rights of Claimants beyond what is required by Department of Labor Regulation § 2560.503-1.

10.2 Appeals Procedures. In the event a Claimant’s claim for benefits is denied in whole or in part under Section 10.1, the Claimant shall file an appeal under the procedures set forth below:

(a) In order to appeal a decision rendered with respect to his or her claim for benefits, a Claimant must file such appeal with the Plan Administrator in writing within 60 days after the date of notice of the decision with respect to the claim.
(b) The Claimant may request that his or her appeal be given a full and fair review by the Plan Administrator or its delegate (the “Claims Administrator”) taking into account all claim related comments, documents, records, and other information submitted by the Claimant without regard to whether such information was submitted or considered under the initial determination. The Claimant may submit written comments, documents, records, and other information relating to his or her claim. The Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relating to his or her claims for benefits.

(c) The Claims Administrator shall notify a Claimant of its decision within one of the applicable timeframes:

(i) If the Claims Administrator holds regularly scheduled meetings at least quarterly, the Claims Administrator shall render its decision on an appeal, no later than the date of its meeting immediately following receipt of the appeal and all necessary documents and information unless the appeal and all necessary documents and information is filed within 30 days preceding the date of such meeting. In such case, the Claims Administrator shall render its decision no later than the date of its second meeting following receipt of the appeal. Should special circumstances require an extension of time for processing, the Claims Administrator shall render its decision no later than the date of its third meeting following receipt of the appeal. Written or electronic notice of the extension shall be furnished to the Claimant prior to the commencement of the extension and shall indicate the special circumstances requiring an extension of time and the date by which a decision is expected to be rendered. Within five (5) days after its decision is rendered, the Claims Administrator shall furnish the Claimant with written or electronic notice of the decision rendered with respect to such appeal.

(ii) If the Claims Administrator does not hold regularly scheduled meetings at least quarterly, the Claims Administrator shall notify a Claimant of its decision within 60 days following receipt by the Claims Administrator or its designee of an appeal and all necessary documents and information, the Claims Administrator or its designee shall furnish the Claimant with written or electronic notice of the decision rendered with respect to such claim. Should special circumstances require an extension of time for processing, written or electronic notice of the extension shall be furnished to the Claimant prior to the expiration of the initial 60-day period. The notice shall indicate the special circumstances requiring an extension of time and the date by which a final decision is expected to be rendered. In no event shall the period of the extension exceed 60 days from the end of the initial 60-day period.

(d) In the case of a denial of an appeal, the written or electronic notice of such denial shall set forth (i) the specific reasons for the denial, (ii) references to the Plan provisions upon which the denial is based, (iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relating to his or her claims for benefits, and
(iv) a statement of the Claimant’s right to bring a civil action under Section 502(a) of ERISA.

(c) All interpretations, determinations and decisions of the Claims Administrator with respect to its review of any claim, shall be made by the Claims Administrator, in its sole discretion, based on the Plan and comments, documents, records, and other information presented to it. Any decision of the Claims Administrator made hereunder shall be final, conclusive and binding upon the Claimant and the University, and the Plan Administrator shall take appropriate action to carry out such decision. Such decision shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious.

The appeals procedures set forth in this Section 10.2 are intended to comply with Department of Labor Regulation § 2560.503-1 and shall be construed in accordance with such regulation. In no event shall it be interpreted as expanding the rights of Claimants beyond what is required by Department of Labor Regulation § 2560.503-1.

10.3 Qualified Domestic Relations Orders. The Plan Administrator or its delegate shall establish procedures to review and determine the qualified status of Domestic Relations Orders and to notify a Participant and his or her Alternate Payee of the receipt of a possible Qualified Domestic Relations Order. Such procedures, as amended from time to time, shall be subject to the following:

(a) A Domestic Relations Order shall be a Qualified Domestic Relations Order ("QDRO") only if it clearly specifies (i) the name and last known mailing address of the Participant and the name, mailing address, and social security number of each Alternate Payee covered by the order (if the University does not have reason to know such information independently of the order), (ii) the amount or percentage of the Participant’s Account to be paid to each Alternate Payee, or the manner in which the amount or percentage is to be determined, (iii) the number of payments or period to which the order applies, and (iv) each plan to which the order applies.

(b) A Domestic Relations Order shall be a QDRO only if it does not require the Plan to (i) provide any type or form of benefit, or any option, not otherwise provided under the Plan, (ii) provide increased benefits, or (iii) pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under a previous QDRO.

(c) A Domestic Relations Order shall not fail to be considered a QDRO or fail to satisfy the requirements of subsection (b) above with respect to any payment made before a Participant’s Severance solely because the order requires that payment of benefits be made to an Alternate Payee (i) on or after the date on which the Participant attains (or would have first attained) his or her earliest retirement age (as defined in Code Section 414(p)(4)(B) and ERISA Section 206(d)(3)(E)(ii)), (ii) as if the Participant had retired on the date on which such payment is to begin under such order, and (iii) in any form in which such benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her subsequent spouse).
(d) A Domestic Relations Order shall be treated as a QDRO if the Plan was paying benefits pursuant to that order on or before January 1, 1985 and the Plan Administrator may, in its discretion, treat any other Domestic Relations Order entered before January 1, 1985 as a QDRO even if such order does not meet the requirements of Code Section 414(p)(4)(B) and ERISA Section 206(d)(3).

10.4 Bar on Civil Action. A Participant, Alternate Payee, or Beneficiary may not commence a civil action pursuant to ERISA Section 502(a)(1) with respect to a benefit under the Plan after the earlier of:

(a) Three (3) years after the occurrence of the facts or circumstances that give rise to, or form the basis for, such action; or

(b) One (1) year from the date a Participant, Alternate Payee, or Beneficiary had actual knowledge of the facts or circumstances that give rise to, or form the basis for, such action.

Notwithstanding the foregoing, in the case of fraud or concealment, such action may be commenced not later than three (3) years after the date of discovery of the facts or circumstances that give rise to, or form the basis for, such action.
ARTICLE XI

PLAN ADMINISTRATION

11.1 Allocation of Plan Administration Responsibilities. The University, Plan Administrator, Investment Policy Committee, Plan Trustee, and Recordkeepers shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under the Plan, the Trust Agreement, the TIAA-CREF Contracts, or any other agreements relating to the administration of the Plan.

11.2 Plan Administrator. The Plan Administrator shall be the person from time to time holding the office of Associate Vice President for Human Resources or holding such office at the University that shall assume the functions and responsibilities of the Associate Vice President for Human Resources. The Plan Administrator shall be responsible for the administration of the Plan which shall include, but not be limited to, the following duties:

   (a) To decide all questions concerning eligibility and contributions under the Plan and the rights of any person under the Plan;

   (b) To distribute, in such manner as the Plan Administrator determines to be appropriate, such notices, information, and reports as required by law to Participants and Beneficiaries;

   (c) To cause to be maintained all records necessary for the administration of the Plan including the preparation and filing of such disclosures or annual reports as may be required from time to time by the Code or ERISA; and

   (d) To monitor, from time to time, the effectiveness of established general administrative procedures and the effectiveness of those appointed to assist in Plan administration to ensure that they are performing the requested administrative functions as directed by the Plan Administrator and in accordance with Plan provisions.

11.3 Authority and Powers of the Plan Administrator. The Plan Administrator shall have the discretionary and final authority and powers as may be necessary to discharge his or her duties hereunder. In addition to any discretionary powers and authority conferred on the Plan Administrator elsewhere in the Plan or by law, the Plan Administrator shall have, but not by way of limitation, the following discretionary powers and authority:

   (a) To construe and interpret the Plan’s documents; provided that such construction and interpretation shall be consistent with the Code and ERISA;

   (b) To resolve all question of administration of the Plan;

   (c) To establish or change general administrative procedures for the Plan that include but are not limited to, procedures to review and decide claims and appeals filed by Participants and Beneficiaries, procedures to review and determine the qualified status of domestic relations orders, and procedures relating to participant elections regarding employee contributions and the investment of Plan contributions;
(d) To establish such uniform and nondiscriminatory rules which he or she deems necessary to carry out the terms of the Plan;

(e) To approve, from time to time, the list of individuals or entities authorized to carry out Plan administration in accordance with the general administrative procedures established by the Plan Administrator or authorized to perform such other administrative functions on behalf of the Plan;

(f) To appoint, employ or change, when appropriate, legal, accounting, clerical, or other consultants to assist in carrying out the administration of the Plan;

(g) To delegate authority to one or more persons to carry out his or her fiduciary duties or responsibilities when appropriate and with the approval of the University President or to rescind such authority with the approval of the University President, at any time and without prior notice;

(h) To review and approve contracts or other documents that relate to the administration of the Plan and to execute such contracts or other documents (or authorize the execution of such contracts or other documents) on behalf of the University or the Plan;

(i) To make any adjustments in a uniform and nondiscriminatory manner which it deems necessary to correct any arithmetical or accounting errors which may have been made for any Plan Year;

(j) To correct any defect, supply any omission, or reconcile any inconsistency in such manner and to such extent as it deems necessary or advisable to carry out the purpose of the Plan; and

(k) To supervise the investment of Plan assets in a manner consistent with ERISA Section 404(c) and Department of Labor Regulations thereunder in accordance with such rules and procedures as may be promulgated by the Investment Policy Committee.

The exercise of its discretionary powers and authority by the Plan Administrator shall be final, conclusive and binding upon Employees, former Employees, Participants, Alternate Payees, Beneficiaries, and all other persons claiming a benefit interest under the Plan and shall be given deference, in the event it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious.

11.4 Control and Management of Plan Assets. The Investment Policy Committee shall be the “named fiduciary” of the Plan within the meaning of ERISA Section 402(a)(2) of ERISA. Except as to such duty and responsibility as are expressly delegated to the Recordkeepers and Plan Trustee by agreement or under the TIAA-CREF Contracts, the Investment Policy Committee has the duty and responsibility to control and manage the assets of the Plan and to establish a funding policy and method consistent with the objectives of the Plan and the requirements of ERISA and has, without limitation, the discretionary authority and power to carry out its duties and responsibilities as set forth herein, in Article VI, and elsewhere in the
Plan. Any action taken or any determination made in good faith by the Investment Policy Committee in the exercise of authority conferred upon it by the Plan shall be final and conclusive upon Employees, former Employees, Participants, Alternate Payees, Beneficiaries, and all other persons claiming a benefit interest under the Plan. Any exercise of discretionary authority by the Investment Policy Committee under this Section 11.4 shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious.

11.5 Expenses and Compensation. Plan expenses shall be paid by the Plan unless the University pays such expenses without expectation of reimbursement by the Plan. Such expenses shall include any expenses incident to the administration of the Plan, including, but not limited to, fees of accountants, legal counsel, and other specialists and their agents, and other costs of administering the Plan. All expenses of administration or any loans or extensions of credit within the meaning of Prohibited Transaction Exemption 80-26 or any successor ruling, (the proceeds of which were used to pay expenses of administration) shall constitute a liability of the Plan. The University may reimburse the Plan for any administration expense incurred and any administration expense paid to the Plan as a reimbursement shall not be considered a University Contribution. Notwithstanding the foregoing, any individual expenses attributable to distributions, contributions, benefits, taxes applicable to a contribution, determinations of qualified status of a domestic relation order, or similar charges by the Recordkeepers or an Investment Fund shall be paid out of the Plan Fund and charged to the Accounts of the Participant, Alternate Payee, or Beneficiary incurring the expense. No Employee of the University shall receive any compensation for his or her services to the Plan, but the University may reimburse any Employee for any necessary expenses incurred.

11.6 Indemnification by the University. To the extent not covered by insurance, the University shall indemnify to the full extent permitted by law and its bylaws, each member of the Board, each member of the Investment Policy Committee, the Plan Administrator, and any Employee approved and authorized by the Plan Administrator to carry out Plan administration or perform such other administrative functions on behalf of the Plan in accordance with Section 11.3(e) against all liabilities and expenses, including attorneys' fees, reasonably incurred by him in connection with any actual or threatened legal action to which he or she may or might be a party by reason of his or her status or alleged status as a Plan fiduciary, except with regard to any matters as to which he or she shall be adjudged in such action to be liable for gross negligence or willful misconduct in the performance of his or her duty as a fiduciary. In no event shall this Section cover any Recordkeeper or Plan Trustee.
ARTICLE XII
AMENDMENT AND TERMINATION OF PLAN

12.1 Amendment of Plan. The University reserves the right to amend at any time or times and for any or no reason to amend, or modify, to any extent the provisions of the Plan by:

(a) Action of the Board; or

(b) Action of the Associate Vice President for Human Resources with respect to amendments that are necessary to comply with statutory and regulatory law changes or that are necessary for the administration and operations of the Plan to the extent both types of amendments do not substantially increase or decrease benefits or substantially increase the cost of administering the Plan.

Notwithstanding the foregoing, no amendment shall (i) have the effect of reverting to the University the whole or any part of the Plan Fund, or of diverting any part of the Plan Fund to purposes other than for the exclusive benefit of Participants and Beneficiaries and the payment of Plan expenses at any time prior to the satisfaction of all the liabilities under the Plan with respect to such persons or (ii) adversely affect the rights of any Participant or Beneficiary with respect to any University Contributions made prior to the date of such amendment, or (iii) eliminate or restrict an optional form of benefit to the extent prohibited by Code Section 411(d)(6).

12.2 Termination of Plan. The Plan is purely voluntary on the part of the University, and the University reserves the right to terminate the Plan at any time by action of its Board. Upon termination or partial termination, all affected Participants shall be immediately and fully vested in their Accounts determined as of the date of such termination or partial termination and the University reserves the right to distribute the balance of Participants’ Accounts by delivery of a fully paid annuity contract. In no event shall the University receive any amounts from the Plan Fund upon termination of the Plan, except that, and notwithstanding any other provision of the Plan, the University shall receive such amounts from the Plan Fund as may remain after the satisfaction of all liabilities of the Plan and arising out of any variations between actual requirements and expected actuarial requirements. Except as otherwise required by law, the time and manner of distribution of the assets or the time and manner of any reversion of assets to the University shall be determined by an amendment to the Plan.

12.3 Adoption of Plan by an Affiliated Employer. An Affiliated Employer may assume the obligations of the Plan by vote of its board of trustees and with the consent of the Board. An Affiliated Employer shall adopt the Plan by entering into an adoption agreement in the form and substance prescribed by the Plan Administrator. The adoption agreement may include such modification of the Plan provisions with respect to the Affiliated Employer’s employees as the Board approves. The Board may prospectively revoke or modify an Affiliated Employer’s participation in the Plan at any time and for any or no reason, without regard to the terms of the adoption agreement. By execution of an adoption agreement (each of which by this reference shall become part of the Plan), the Affiliated Employer agrees to be bound by all the terms and conditions of the Plan.
12.4 **Merger, Consolidation or Transfer of Assets.** In the event of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Plan to, any other employee benefit plan, each Participant shall (if such other plan had then terminated) be entitled to receive a benefit immediately after such merger, consolidation or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before such merger, consolidation or transfer (if the Plan had then terminated).
ARTICLE XIII
TOP-HEAVY PLAN RULES

13.1 Applicability. Notwithstanding any provision in the Plan to the contrary, and subject to the limitations set forth in Section 13.7, the requirements of Sections 13.3, 13.4, and 13.5 shall apply under the Plan in the case of any Plan Year in which the Plan is determined to be a Top-Heavy Plan under the rules of Section 13.2. For the purpose of this Article, the term “University” means the University and any Affiliated Employer whether or not such Affiliated Employer has adopted the Plan.

13.2 Top-Heavy Status.

(a) The term “Top-Heavy Plan” means, with respect to any Plan Year:

(i) Any defined benefit plan if, as of the Determination Date, the present value of the cumulative accrued benefits under the plan for Key Employees exceeds 60% of the present value of the cumulative accrued benefits under the plan for all Employees; and

(ii) Any defined contribution plan if, as of the Determination Date, the aggregate of the account balances of Key Employees under the plan exceeds 60% of the aggregate of the account balances of all Employees under the plan.

In applying the foregoing provisions of this subsection (a), the valuation date to be used in valuing Plan assets shall be (i) in the case of a defined benefit plan, the same date which is used for computing costs for minimum funding purposes, and (ii) in the case of a defined contribution plan, the most recent valuation date within a 12-month period ending on the applicable Determination Date.

(b) Each plan maintained by the University required to be included in an Aggregation Group shall be treated as a Top-Heavy Plan if the Aggregation Group is a Top-Heavy Group.

(c) The term “Top-Heavy Group” means any Aggregation Group if the sum (as of the Determination Date) of (i) the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in the group, and (ii) the aggregate of the account balances of Key Employees under all defined contribution plans included in the group exceeds 60% of a similar sum determined for all Employees. For purposes of determining the present value of the cumulative accrued benefit of any Employee, or the amount of the account balance of any Employee, such present value or amount shall be increased by the aggregate distributions made with respect to the Employee under the plan (including a terminated plan which, had it not been terminated, would have been aggregated with the plan under Code Section 416(g)(2)(A)(i)) during the one year period ending on the Determination Date. In the case of distributions made for a reason other than severance from employment, death, or disability, the preceding sentence shall be applied by substituting “5-year period” for “1-year period.” Any rollover contribution or similar transfer initiated by the Employee to a plan shall not be
taken into account with respect to the transferee plan for purposes of determining whether such plan is a Top-Heavy Plan (or whether any Aggregation Group which includes such plan is a Top-Heavy Group).

(d) If any individual is a Non-Key Employee with respect to any plan for any plan year, but the individual was a Key Employee with respect to the plan for any prior plan year, any accrued benefit for the individual (and the account balance of the individual) shall not be taken into account for purposes of this Section.

(e) If any individual has not performed services for the University at any time during the one year period ending on the Determination Date, any accrued benefit for such individual (and the account balance of the individual) shall not be taken into account for purposes of this Section.

(f) In applying the foregoing provisions of this Section, the accrued benefit of a Non-Key Employee shall be determined (i) under the method, if any, which is used for accrual purposes under all plans of the University, or (ii) if there is no such uniform method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under Code Section 411(b)(1)(C).

For all purposes of this Article, the definitions provided under this Section shall be applied and interpreted in a manner consistent with the provisions of Code Section 416(g) and the Treasury Regulations thereunder.

13.3 Minimum Contribution. For any Plan Year in which it is determined that the Plan is a Top-Heavy Plan:

(a) The sum of the University Contributions allocated to the Account of each Participant who is a Non-Key Employee shall be equal to at least three percent (3%) of such Non-Key Employee’s 415 Compensation (reduced by contributions and forfeitures, if any, allocated to each Non-Key Employee in any defined contribution plan included with this Plan in a Required Aggregation Group). However, if (i) the sum of the University Contributions allocated to the Account of each Participant who is a Key Employee for such Top Heavy Plan Year is less than three percent (3%) of each Key Employee’s 415 Compensation and (ii) this Plan is not required to be included in an Aggregation Group to enable a defined benefit plan to meet the requirements of Code Section 401(a)(4) or 410, the sum of the University Contributions allocated to the Account of each Participant who is a Non-Key Employee shall be equal to the largest percentage allocated to the Account of any Participant who is a Key Employee.

(b) The minimum contribution set forth above shall be allocated to the Accounts of all Non-Key Employees who are Participants and who are employed by the University on the last day of the Plan Year, including Non-Key Employees who (i) ceased to be Active Participants during the Plan Year and (ii) declined to make mandatory contributions (if required) to the Plan.

(c) In lieu of the above, if a Non-Key Employee participates in this Plan and a defined benefit pension plan included in a Required Aggregation Group which is top
heavy, a minimum allocation of five percent (5%) of 415 Compensation shall be provided under this Plan.

13.4 Minimum Vesting Rules. For any Plan Year in which it is determined that the Plan is a Top-Heavy Plan, vesting shall be determined under Article V.

13.5 Definitions. For purposes of this Article, the following special definitions shall apply:

(a) "Aggregation Group" means (i) each qualified plan of the University to which at least one Key Employee participates or participated at any time during the determination period (regardless of whether the plan has terminated), and (ii) any other qualified plan of the University which enables a plan described in clause (i) to meet the requirements of Code Sections 401(a)(4) or 410. Any plan not required to be included in an Aggregation Group under the preceding rules may be treated as being part of such group if the group would continue to meet the requirements of Code Sections 401(a)(4) and 410 with the plan being taken into account.

(b) "Determination Date" means, with respect to any Plan Year, the last day of the preceding Plan Year. In the case of the first plan year of any plan, the term "Determination Date" shall mean the last day of that plan year.

(c) "Five Percent Owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than 5% of the outstanding stock of the University or stock possessing more than 5% of the total combined voting power of all stock of the University.

(d) "415 Compensation" means 415 Compensation as defined in Section 4.10(b).

(e) "Key Employee" means any Employee or former Employee (including any deceased Employee) who, at any time during the Plan Year that includes the Determination Date, was an officer of the University having annual Compensation greater than $130,000 (as adjusted under Code Section 416(i)(1)), a Five Percent Owner of the University, or an One Percent Owner of the University having annual Compensation of more than $150,000.

(f) The terms "Key Employee" and "Non-Key Employee" shall include their Beneficiaries.

(g) The term "Non-Key Employee" means any Employee who is not a Key Employee.

(h) The term "One Percent Owner" means any person who would be described in subsection (c) if "1%" were substituted for "5%" each place where it appears therein.
For purposes of determining ownership under subsections (c) and (h) above, the following special rules shall apply: (i) Code Section 318(a)(2)(C) shall be applied by substituting “5%” for “50%”, and (ii) the aggregation rules of Code Sections 414(b), (c) and (m) shall not apply, with the result that the ownership tests of this Section shall apply separately with respect to each Affiliated Employer. The definitions provided under this Section shall be interpreted and applied in a manner consistent with the provisions of Code Section 416(i) and the Treasury Regulations thereunder.
ARTICLE XIV
GENERAL PROVISIONS

14.1 No Right of Employment. The adoption and maintenance of the provisions of this Plan shall not be deemed to constitute a contract between the University and any Employee, or to be a consideration for, or an inducement or condition of, the employment of any person. Nothing herein contained shall be deemed to give to any Employee the right to be retained in the employ of the University or to interfere with the right of the University to discharge an Employee at any time, nor shall it be deemed to give to the University the right to require any Employee to remain in its employ, nor shall it interfere with any Employee’s right to terminate his or her employment at any time.

14.2 Inalienability of Benefits. The rights or interests of any person under the Plan may not be assigned or alienated, and, to the extent permitted by law, no benefit payments under the Plan shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same. The foregoing shall not apply to a Qualified Domestic Relations Order or judgment, order, decree or settlement agreement described in ERISA Section 206(d)(4).

14.3 Construction and Headings. Where appropriate, words used in the singular include the plural and the plural includes the singular. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to this entire Plan, not to any particular provision or section. The headings of the Plan are inserted for convenience of reference only and shall have no effect upon the meaning of the provisions hereof.

14.4 Invalidity of Particular Provisions. In the event any provision of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan but shall be fully severable, and the Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted.

14.5 Payments in Satisfaction of Claims of Participants. Any payment or distribution to any Participant, Alternate Payee, Beneficiary or the legal representative of each in accordance with the provisions of the Plan shall be in full satisfaction of all claims under the Plan against the Plan Fund and the University. A Recordkeeper may require that any distributee execute and deliver to the Recordkeeper a receipt and a full and complete release as a condition precedent to any payment or distribution under the Plan.

14.6 Law Applicable. The Plan shall be governed and construed in accordance with the laws of the State of Texas, except as such laws may be superseded by the Code or ERISA. Anything in the Plan or any amendment hereof to the contrary notwithstanding, no provision of the Plan shall be construed so as to violate the requirements of the Code, ERISA, or any other applicable law.
IN WITNESS WHEREOF, the University has caused this instrument to be executed on this 6th day of October, 2015.

WILLIAM MARSH RICE UNIVERSITY

By:  

Mary A. Cronin  
Associate Vice President for Human Resources