

**UNIVERSITY OF ILLINOIS
SUPPLEMENTAL 403(b) RETIREMENT PLAN**

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UNIVERSITY OF ILLINOIS
SUPPLEMENTAL 403(b) RETIREMENT PLAN

ARTICLE I.

PLAN ESTABLISHMENT AND RESTATEMENT

Section 1.01. Plan Establishment.

(a) The University of Illinois ("University") is a public university established under Illinois law and an educational organization described in Section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986, as amended ("Code"), as well as a tax-exempt organization under Code Section 501(c)(3). The Board of Trustees of the University established the University of Illinois Supplemental 403(b) Retirement Plan ("Plan"), effective July 1, 1964, under which eligible employees could voluntarily choose to supplement their retirement benefits by making salary deferral contributions. The Plan is, and is intended to remain, a defined contribution plan under Code Section 403(b), and is a governmental plan within the meaning of Code Section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As a governmental plan, ERISA does not apply.

(b) The Plan was most recently restated effective January 1, 2009, to comply with the final regulations under Code Section 403(b), and has been amended from time to time thereafter.

Section 1.02. Plan Restatement.

(a) The Plan is now being amended and restated effective March 1, 2018, except as otherwise specifically provided herein, to incorporate the prior amendments to the Plan and to make certain discretionary changes.

(b) Except as otherwise specifically provided herein, the Plan as hereinafter set forth establishes the rights and obligations with respect to individuals who are Employees on and after March 1, 2018, and to transactions under the Plan on and after March 1, 2018. The rights and benefits, if any, of individuals who are not Employees on or after March 1, 2018, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date of their Severance from Employment, except as otherwise specifically provided herein or in a subsequent amendment.

Section 1.03. Plan Funding. The Plan is funded exclusively through the purchase of Investment Arrangements from the Vendor(s) identified in Appendix A attached hereto, as that Appendix may be modified from time to time.

Section 1.04. Social Security Alternative Plan. The Plan is not designed or intended to provide retirement benefits to Participants that are comparable to the benefits provided under the Old-Age, Survivors, and Disability Insurance ("OASDI") portion of the Federal Insurance Contribution Act ("FICA"). As such, the Plan is not a qualified replacement plan within the meaning of Section 218 of the Social Security Act. Therefore, a Non-Covered Employee is subject to the OASDI portion of FICA, regardless of the amount he or she elects to contribute to the Plan.

ARTICLE II.

CONSTRUCTION AND DEFINITIONS

Section 2.01. Construction and Governing Law.

(a) This Plan shall be interpreted, enforced and administered in accordance with the Code and, when not inconsistent with the Code, or expressly provided otherwise herein, the laws of the State of Illinois without regard to conflict of law principles.

(b) Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and *vice versa*, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate, and *vice versa*.

(c) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(d) If any provision of the Plan shall be held to violate the Code or be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise impair or affect the Plan.

(e) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as of the meaning or intention of any provision of the Plan, the interpretation that causes the Plan to constitute a defined contribution plan under the provisions of Code Section 403(b) and causes the Plan to comply with all applicable requirements of the Code shall prevail over any different interpretation.

Section 2.02. Definitions. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows:

(a) "Account" means the account(s) maintained for the benefit of any Participant or Beneficiary under an Investment Arrangement. The following Accounts shall be established for a Participant or Beneficiary, if applicable:

(1) A Pre-Tax Elective Deferral Account to reflect the Participant's interest in an Investment Arrangement attributable to his or her Pre-Tax Elective Deferrals pursuant to Section 3.02. Such Account may be further divided into a Pre-1987 Pre-Tax Elective Deferral Account reflecting Pre-Tax Elective Deferrals made to the Plan prior to 1987 and a Post-1987 Pre-Tax Elective Deferral Account reflecting Pre-Tax Elective Deferrals made to the Plan after 1986, including any earnings on the Pre-1987 Elective Deferrals.

(2) A Roth Elective Deferral Account to reflect the Participant's interest in an Investment Arrangement attributable to his or her Roth Elective Deferrals pursuant to Section 3.02.

(3) A Rollover Contribution Account to reflect the Participant's interest in an Investment Arrangement attributable to his or her Rollover Contributions pursuant to Section 3.04.

(b) "Account Balance" means the total benefit to which a Participant or the Participant's Beneficiary is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Participant's Accounts, any Rollover Contributions held under the Participant's Rollover Contribution Account, any Transfer Contributions held under the Participant's Transfer Contribution Account, and any distribution made to the Participant, the Participant's Beneficiary, or any Alternate Payee. The Account Balance includes any part of the Participant's Account that is treated under the Plan as a separate contract to which Code Section 403(c) (or another applicable provision of the Code) applies. A separate Account shall be established for an Alternate Payee.

(c) "Accumulated Benefit" means the sum of a Participant's or Beneficiary's Account Balances under all Investment Arrangements under the Plan.

(d) "Administrator" means the University; provided, however, that to the extent that the University has delegated any of its responsibilities as Administrator to any other person or persons, the term Administrator shall be deemed to refer to that person or persons. Functions of the Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary).

(e) "Alternate Payee" means a 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, the benefits payable under the Plan with respect to such Participant, as defined in Code Section 414(p)(8).

(f) "Annuity Contract" means a nontransferable group or individual contract as defined in Code Sections 403(b)(1) and 401(g), established for each Participant by the University, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in a State and that includes payment in the form of an annuity.

(g) "Beneficiary" means the designated person(s) or entity(ies) entitled to receive benefits under the Plan after the death of a Participant, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan. Unless otherwise provided under the terms governing the applicable Investment Arrangement, if the designated Beneficiary does not survive the Participant or there is no Beneficiary designated, the Participant's surviving Spouse or, if applicable, the Participant's civil union partner within the meaning of 750 ILCS 75, shall be the Beneficiary. If there is no surviving Spouse or civil union partner, the Participant's estate shall be the Beneficiary. Beneficiary also means an Alternate Payee.

(h) "Board" means The Board of Trustees of the University of Illinois.

(i) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(j) "Compensation" means all cash compensation for services to the University, including salary, wages, fees, commissions, bonuses, overtime pay, and differential wage payments under Code Section 3401(h), that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) (including a Compensation Reduction/Redirection Election under the Plan). Compensation does not include amounts "picked up" by the Employer within the meaning of Code Section 414(h). Compensation includes any compensation described in subsection (1) or (2), provided it is paid by the later of 2½ months after the Employee's Severance from Employment with the Employer or the end of the calendar year in which the Employee has a Severance from Employment with the Employer:

(1) a payment that would have been paid to the Employee prior to a Severance from Employment if the Employee continued in employment with the Employer and that otherwise satisfies the definition of Compensation; and

(2) a payment for unused accrued *bona fide* sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and the payment would be Compensation if paid prior to the Employee's Severance from Employment, and only if the Employee separately elects for such payment to be reduced or redirected on his or her Salary Reduction and/or Redirection Agreement pursuant to Section 3.02.

Any payment that is not described in subsection (1) or (2) is not considered Compensation if paid after Severance from Employment. Thus, for example, Compensation does not include amounts paid after Severance from Employment that are severance pay or unfunded nonqualified deferred compensation.

(k) "Compensation Reduction/Redirection Election" means an election by an Employee to reduce or redirect his or her Compensation and have that amount contributed as an Elective Deferral on his or her behalf to one or more Investment Arrangements pursuant to a Salary Reduction and/or Redirection Agreement.

(l) "Custodial Account" means the group or individual custodial account or accounts, as defined in Code Section 403(b)(7), established for each Participant by the University, or by each Participant individually, to hold assets of the Plan.

(m) "Disabled" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration, as defined under Code Section 72(m)(7). The permanence and degree of such impairment shall be supported by medical evidence. For purposes of Annuity Contracts distributing amounts not attributable to Elective Deferrals, Disabled shall have the meaning described in this paragraph (m) unless an alternative definition is provided in the Investment Arrangement.

(n) "Elective Deferral" means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash Compensation. Elective Deferrals include Pre-Tax Elective Deferrals and Roth Elective Deferrals, except where specifically stated otherwise.

(o) "Employee" means a common law employee of the University, and shall not include (i) an individual who is designated in good faith as an independent contractor, as determined by the Administrator in its sole discretion, regardless of whether such individual is later determined to be a common law employee for tax purposes, or (ii) an individual who is a nonresident alien with no income from sources within the United States. An individual is not an Employee unless his or her Compensation for performing services is paid by the University.

(p) "Employer" means the University.

(q) "Former Vendor" means any provider that was approved by the Employer to offer annuity contracts or custodial accounts under the Plan, but that ceases to be eligible to receive new contributions under the Plan on or after January 1, 2005.

(r) "Includible Compensation" means an Employee's compensation received from the Employer that is includible in the Participant's gross income for federal income tax purposes (computed without regard to Code Section 911, relating to United States citizens or residents living abroad), including differential wage payments under Code Section 3401(h), for the most recent period that is a Year of Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of Code Section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of Treasury Regulation Section 1.403(b)-2(b)(8). The amount of Includible Compensation is determined without regard to any community property laws. Includible Compensation does not include any amounts "picked-up" by the Employer within the meaning of Code Section 414(h). Includible Compensation includes any compensation described in subsection (1) or (2), provided the compensation is paid by the later of 2½ months after the Employee's Severance from Employment with the Employer or the end of the calendar year in which the Employee has a Severance from Employment with the Employer:

(1) a payment that would have been paid to the Employee prior to a Severance from Employment if the Employee continued in employment with the Employer and that is regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) a payment for unused accrued *bona fide* sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and the payment would have been included in the definition of Includible Compensation if paid prior to the Employee's Severance from Employment.

Except as provided in Treasury Regulation Section 1.401(a)(17)-1(d)(4)(ii), the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed \$275,000, adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B) for periods after 2018.

(s) "Investment Arrangement" means an Annuity Contract or Custodial Account that satisfies the requirements of Treasury Regulation Section 1.403(b)-3 and that is issued or established for funding amounts held under the Plan and specifically approved by the Employer for use under the Plan. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code Section 403(b), are hereby incorporated by reference in the Plan.

(t) "Investment Options" means the mutual funds and other investment options available for investing amounts held under an Investment Arrangement under the Plan and specifically approved by the Employer for use under the Plan.

(u) "Non-Covered Employee" means any Employee who is not eligible to participate in the State Universities Retirement System or entitled to any benefits under the State Universities Retirement System as an annuitant, disabled member, or vested deferred member, except (i) students enrolled and regularly attending classes at the Employer and exempt from Federal Insurance Contributions Act (FICA) within the meaning of Code Section 3121(b)(10) or (ii) non-U.S. citizens with F-1 and J-1 visas employed after July 1, 1991.

(v) "Participant" means an individual for whom contributions are currently being made or for whom contributions have previously been made under the Plan and who has not received a distribution of his or her benefit under the Plan.

(w) "Plan" means the University of Illinois Supplemental 403(b) Retirement Plan, as amended from time to time.

(x) "Plan Year" means the calendar year.

(y) "Pre-Tax Elective Deferral" means an Elective Deferral made to the Plan by the Employer at the election of a Participant pursuant to a Salary Reduction and/or Redirection Agreement in accordance with Section 3.02.

(z) "Qualified Distribution" means a distribution from a Roth Elective Deferral Account after the Participant has satisfied a five year tax holding period and has attained age 59½, died, or become Disabled, in accordance with Code Section 402A(d). The five year tax holding period is the period of five consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a designated Roth Elective Deferral under the Plan or to another retirement plan which amount was directly rolled over to the Plan, and ends when five consecutive taxable years have been completed.

(aa) "Related Employer" means any entity which is under common control with the Employer under Code Section 414(b), (c), (m) or (o). The Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654.

(bb) "Rollover Contribution" means an amount contributed to the Plan pursuant to Section 3.04.

(cc) "Roth Elective Deferral" means an Elective Deferral that is: (i) designated irrevocably by the Participant at the time of the Compensation Reduction/Redirection Election as a Roth Elective Deferral that is being made in lieu of all or a portion of the Pre-Tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (ii) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a Compensation Reduction/Redirection Election.

(dd) "Salary Reduction and/or Redirection Agreement" means an agreement entered into between an Employee and the Employer pursuant to Section 3.02. Such agreement shall not be effective with respect to Compensation made available prior to the effective date of such agreement and shall be binding on the parties and irrevocable with respect to Compensation earned while it is in effect.

(ee) "Severance from Employment" means that the Employee ceases to be employed by the Employer or a Related Employer that is eligible to maintain a Code Section 403(b) plan under Treasury Regulation Section 1.403(b)-2(b)(8) (an "eligible employer"), even if the Employee remains employed with another entity that is a Related Employer where either (i) such Related Employer is not an eligible employer or (ii) the Employee is employed in a capacity that is not employment with an eligible employer. The employment relationship between an Employee who is a faculty member and the University terminates at the end of the faculty member's contract assignment, unless otherwise renewed or earlier terminated by the Employee or the University.

(ff) "Spouse" means the person to whom an Employee is legally married under the law of any State.

(gg) "State" means a State, a political subdivision of a State, or any agency or instrumentality of a State. "State" includes the District of Columbia pursuant to Code Section 7701(a)(10). An Indian tribal government is treated as a State pursuant to Code Section 7871(a)(6)(B) for purposes of Code Section 403(b)(1)(A)(ii).

(hh) "Transfer Contribution" means an amount contributed to the Plan pursuant to Section 7.10.

(ii) "University" means the University of Illinois.

(jj) "Vendor" means the provider of an Annuity Contract or Custodial Account as selected by the Administrator and listed in Appendix A, as modified from time to time in the Administrator's sole discretion. A modification of Appendix A is not an amendment of the Plan.

(kk) "Vested" means the interest of the Participant in his or her Account that is unconditional, legally enforceable, and nonforfeitable.

(II) "Year of Service" means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period.

ARTICLE III.

ELIGIBILITY AND CONTRIBUTIONS

Section 3.01. Eligibility. Each Employee may elect to have Elective Deferrals made on his or her behalf immediately upon becoming employed by the Employer.

Section 3.02. Compensation Reduction/Redirection Election.

(a) **General Rule.** An Employee becomes a Participant by executing an election to reduce or redirect his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf to one or more Investment Arrangements) and filing it with the University Payroll and Benefits office. The Compensation Reduction/Redirection Election shall be made on a Salary Reduction and/or Redirection Agreement provided by the Employer under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a different amount (but not in excess of \$200) from time to time. The Employee must also execute an agreement provided by the Vendor designating the Investment Options under the Investment Arrangements to which Elective Deferrals are to be made and designating a Beneficiary, and file it with the Vendor. Any such elections or designations shall remain in effect until a new election is filed with the Administrator or Vendor, as applicable. An Employee shall become a Participant as soon as administratively practicable following the date indicated under the Employee's election. A Pre-Tax Elective Deferral Account and/or Roth Elective Deferral Account will be established for each Participant.

(b) **Information Provided by the Employee.** Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing the Investment Arrangement.

(c) **Change in Compensation Reduction/Redirection Election.** Subject to the terms governing the applicable Investment Arrangement, a Participant may change his or her Compensation Reduction/Redirection Election, choice of Investment Arrangements, and designated Beneficiary. A change in the Compensation Reduction/Redirection Election shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in Investment Arrangements or Beneficiary designation will take effect when the election is accepted by the Vendor.

(d) Contributions Made Promptly. Contributions to the Plan shall be transferred to the Vendor within 15 business days following the month in which the amounts would have been paid to the Employee.

(e) Leave of Absence. Unless a Compensation Reduction/Redirection Election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues. In no event shall Elective Deferrals be made on behalf of an Employee who is on an unpaid leave of absence or who is receiving benefits under an insured disability plan.

Section 3.03. Roth Elective Deferrals.

(a) General Application. A Participant may designate all or a portion of the Participant's Elective Deferrals as Roth Elective Deferrals. Any Roth Elective Deferrals under an Investment Arrangement shall be allocated to a separate Account maintained under the Investment Arrangement for a Participant's Roth Elective Deferrals. Unless specifically stated otherwise, Roth Elective Deferrals shall be treated as Elective Deferrals for all purposes under the Plan.

(b) Separate Accounting.

(1) Contributions and withdrawals of Roth Elective Deferrals shall be credited and debited to the Roth Elective Deferral Account maintained for the Participant under the Investment Arrangement.

(2) A record of the amount of Roth Elective Deferrals in each Roth Elective Deferral Account shall be maintained.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral Account and the Participant's other Accounts.

(4) No contributions other than Roth Elective Deferrals and properly attributable earnings shall be credited to a Participant's Roth Elective Deferral Account.

Section 3.04. Eligible Rollover Contributions to the Plan.

(a) Eligible Rollover Contributions. To the extent provided under the terms governing the applicable Investment Arrangement, an Employee who is a Participant who is entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan as a Rollover Contribution. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an Eligible Retirement Plan.

(b) Eligible Rollover Distribution. For purposes of paragraph (a), an Eligible Rollover Distribution means any distribution of all or any portion of a Participant's benefit under

another Eligible Retirement Plan, except that an Eligible Rollover Distribution does not include (i) any installment payment for a period of ten years or more, (ii) any distribution made upon hardship, or (iii) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code Section 401(a)(9).

(c) Eligible Retirement Plan. For purposes of paragraph (a), an Eligible Retirement Plan means a qualified trust described in Code Section 401(a) (excluding after-tax contributions), an annuity plan described in Code Section 403(a) or 403(b) (excluding after-tax contributions), an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), or an eligible governmental plan described in Code Section 457(b).

(d) Roth Rollover Contributions. The Plan shall accept a Rollover Contribution from a Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) only if it is a direct rollover and only to the extent the rollover is permitted under the rules of Code Section 402(c). A separate Rollover Contribution Account shall be maintained to reflect any direct rollover to the Plan of an eligible Roth Rollover Contribution as herein provided.

(e) Information Regarding Participant Basis Required. A rollover of an Eligible Rollover Distribution that includes Roth Elective Deferrals shall only be accepted if the Vendor obtains information regarding the Participant's tax basis under Code Section 72 in the amount rolled over.

(f) Separate Accounts. The Vendor shall establish and maintain separate accounts for the Participant for any Eligible Rollover Distribution.

ARTICLE IV.

LIMITATIONS ON CONTRIBUTIONS

Section 4.01. Basic Annual Limitation for Elective Deferrals. Except as provided in Sections 4.02 and 4.03, the maximum amount of the Elective Deferrals under the Plan for any calendar year shall not exceed \$18,500, which is the applicable dollar amount established under Code Section 402(g)(1)(B), adjusted for cost-of-living to the extent provided under Code Section 402(g)(4) for periods after 2018.

Section 4.02. Special 403(b) Plan Elective Deferral Catch-up Limitation for Employees With 15 Years of Service. Because the Employer is a qualified organization within the meaning of Treasury Regulation Section 1.403(b)-4(c)(3)(ii), the applicable dollar amount under Section 4.01 for any "Qualified Employee" is increased (to the extent provided under the terms governing the applicable Investment Arrangement) by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up Elective Deferrals made for the Qualified Employee by the Employer for all prior years of employment with the Employer; or
- (c) The excess of:
 - (1) \$5,000 multiplied by the number of Years of Service of the Qualified Employee with the Employer, over
 - (2) the total Elective Deferrals made for the Qualified Employee by the Employer for all prior years of employment with the Employer.

For purposes of this Section 4.02, a "Qualified Employee" means an Employee who has completed at least 15 Years of Service.

Section 4.03. Age 50 Catch-up Elective Deferrals. An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$6,000, adjusted for cost-of-living to the extent provided under Code Section 414(v) for periods after 2018.

Section 4.04. Elective Deferral Catch-up Provision Coordination. Elective Deferrals in excess of the limitation set forth in Section 4.01 will be allocated first to the special 403(b) catch-up under Section 4.02 (if applicable) and next as an age 50 catch-up contribution under Section 4.03 (if applicable). However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

Section 4.05. Special Rule for a Participant Covered by Another Defined Contribution Plan. For purposes of this Article IV, if the Participant is or has been a Participant in one or more other plans under Code Section 403(b) (and any other plan that permits elective deferrals under Code Section 402(g)), then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitations in this Article IV. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan; provided, however, that another plan maintained by a Related Employer shall be taken into account for purposes of Section 4.02 only if the other plan is a 403(b) plan. Notwithstanding the preceding, it is the Participant's responsibility to ensure that his or her elective deferrals to a plan maintained by an employer that is not the Employer or a Related Employer, when added to his or her Elective Deferrals to this Plan, do not exceed the limits under Code Section 402(g).

Section 4.06. Correction of Excess Elective Deferrals.

(a) If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described in this Article IV, or the Elective Deferral on behalf of a Participant for any calendar year exceeds these limitations when combined with other amounts deferred by the Participant under another plan of the Employer under Code Section 403(b) (and any other plan that permits elective deferrals under Code Section 402(g) for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitations (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant by no later than the April 15th following the calendar year in which the Excess Elective Deferral was made, provided that the Participant notifies the Employer in writing of the excess amounts by no later than the preceding March 1st. A Participant shall be deemed to have notified the Employer of excess Elective Deferrals to the extent the Participant has excess Elective Deferrals for the calendar year calculated by taking into account only Elective Deferrals under this Plan and amounts deferred by the Participant to other plans of the Employer. Any tax consequences resulting from a Participant's failure to notify the Employer under this Section are the sole responsibility of the Participant. If a Participant who made Pre-Tax Elective Deferrals and Roth Elective Deferrals for a calendar year has excess amounts for that year, unless the terms governing the applicable Investment Arrangement provide otherwise, the excess amounts shall be distributed out of the Roth Elective Deferral Account unless the Participant elects to instead have the excess amounts distributed out of the Pre-Tax Elective Deferral Account.

(b) Notwithstanding paragraph (a), to the extent that the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above only when combined with other amounts deferred by the Participant under a plan of a Related Employer, then the plan of the Related Employer is responsible for distributing the excess amounts for the year.

Section 4.07. Annual Additions Limitation.

(a) Limitations on Aggregate Annual Additions.

(1) General Limitation on Annual Additions. A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition as set forth in Section 4.07(b)(4).

(2) Aggregation of 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other 403(b) plans may not exceed the Maximum Annual Addition as set forth in Section 4.07(b)(4).

(3) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other 403(b) plans of the Employer, any defined contribution plans maintained by controlled

employers, and any 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in Section 4.07(b)(4) below. For purposes of this subsection, a Participant is in control of an employer based upon the rules of Code Sections 414(b), 414(c), and 415(h), and a defined contribution plan means a defined contribution plan that is qualified under Code Section 401(a) or 403(a), a Code Section 403(b) plan, or a simplified employee pension within the meaning of Code Section 408(k).

(4) Annual Notice to Participants. The Administrator shall provide written or electronic notice to Participants that explains the limitation in Section 4.07(a)(3) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy Section 4.07(a)(3). The notice will advise Participants that the application of the limitations in Section 4.07(a)(3) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code Section 403(b). The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.

(5) Coordination of Limitation on Annual Additions Where Participant is in Control of Employer. If the Participant is in control of an employer, Annual Additions which may be credited to a Participant under this Plan for any Limitation Year shall not exceed the Maximum Annual Addition under Section 4.07(b)(4), reduced by the Annual Additions credited to the Participant under any defined contribution plans maintained by controlled employers and 403(b) plans of any other employers. Contributions to the Participant's Accounts under this Plan shall be reduced to the extent necessary to prevent this limitation from being exceeded.

(6) Coordination of Limitation on Annual Additions Where Employer Has Another 403(b) Plan. If Annual Additions are credited to the Participant for the Limitation Year under another 403(b) plan of the Employer, the Annual Additions which may be credited to the Participant for the Limitation Year shall be limited to the extent necessary to prevent exceeding the Maximum Annual Addition under Section 4.07(b)(4) as follows: first, under the other 403(b) plan; and, second, this Plan.

(7) Excess Annual Additions.

(i) If, notwithstanding Sections 4.07(a)(1) through 4.07(a)(6), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under Sections 4.07(a)(2) and 4.07(a)(3), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under Code Section 401(a) or a simplified employee pension maintained by an employer controlled by the Participant will be deemed to have been credited first.

(ii) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in Section 4.07(a)(8).

(8) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan shall be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions which shall be maintained by the Vendor until the Excess Annual Additions are distributed. This separate account will be treated as a separate contract to which Code Section 403(c) (or another applicable provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan. Excess Annual Additions shall be corrected as permitted under the Employee Plans Compliance Resolution System (or similar Internal Revenue Service correction program).

(b) Definitions.

(1) "Annual Additions" means the following amounts credited to a Participant under the Plan or any other plan aggregated with the Plan under Sections 4.07(a)(2) and 4.07(a)(3):

(i) employer contributions, including elective deferrals (other than age 50 catch-up elective deferrals described in Code Section 414(v) and contributions that have been distributed to the Participant as excess elective deferrals);

(ii) after-tax employee contributions;

(iii) forfeitures;

(iv) amounts allocated to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan, and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e); and

(v) allocations under a simplified employee pension.

(vi) amounts described in (i), (ii), (iii), and (v) are Annual Additions for purposes of both the dollar limitation under Section 4.07(b)(4)(i) and the percentage of compensation limitation under Section 4.07(b)(4)(ii). Amounts described in (iv) are Annual Additions solely for purposes of the dollar limitation under Section 4.07(b)(4)(i).

(2) "Excess Annual Addition" means the excess of the Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under Sections 4.07(a)(2) and 4.07(a)(3) over the Maximum Annual Addition for the Limitation Year under Section 4.07(b)(4).

(3) "Limitation Year" means the calendar year. However, if the Participant is in control of an employer pursuant to Section 4.07(a)(3) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

(4) "Maximum Annual Addition" means that the Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year shall not exceed the lesser of:

(i) \$55,000, adjusted for increases in the cost-of-living under Code Section 415(d) for periods after 2018; or

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

ARTICLE V.

VESTING

A Participant (or in the event of the Participant's death, the Beneficiary) shall always be 100% Vested in his or her Accounts at all times.

ARTICLE VI.

LOANS

Section 6.01. Loans. Participants who are Employees may obtain loans under the Plan to the extent (i) a Vendor has been approved by the Administrator to allow loans under the Plan and (ii) a loan is permitted by the terms governing the applicable Investment Arrangement. Loans are not permitted from a Roth Elective Deferral Account. Loans will be subject to separate loan procedures issued by the Employer or the Vendor under the Plan. Participants shall not have more than one loan outstanding at any time from the Plan and any other plan of the Employer and Related Employer. A Participant must repay a loan in full before the Participant may apply for and receive another loan. No loans are permitted for former Employees who have had a Severance from Employment with the Employer. Participants may be charged a reasonable processing fee per loan.

Section 6.02. Maximum Loan Amount. No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of (i) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the plan on the date the loan is made, or (ii) one-half the present value of the nonforfeitable accrued benefit of the Participant. For purposes of this limitation, all loans from all plans of the Employer and Related Employers are aggregated.

Section 6.03. Repayment. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan. If such loan is used to acquire a

dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond 15 years from the date of the loan.

Section 6.04. Assignment. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this Article VI.

Section 6.05. Governing Terms. The terms governing the applicable Investment Arrangement shall determine the method of repayment of loans.

Section 6.06. Information Coordination Concerning Loans. Each Vendor shall be responsible for all information reporting and tax withholding required by applicable federal and State law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, unless otherwise delegated under separate agreement, the Administrator will take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 6.02, including the collection of information from Vendors and Former Vendors, and transmission of information requested by any Vendor or Former Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator will also take such steps as may be appropriate to collect information from Vendors and/or Former Vendors, and to transmit any information to any Vendor or Former Vendor, concerning any failure by a Participant to timely repay any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator may delegate this responsibility to a Vendor or to another service provider pursuant to Article IX of the Plan.

ARTICLE VII.

BENEFIT DISTRIBUTIONS

Section 7.01. Distribution of Elective Deferrals.

(a) A Participant may request a distribution of Elective Deferrals from his or her Account at such time that the Participant:

- (1) has a Severance from Employment;
- (2) dies;
- (3) becomes Disabled;
- (4) attains age 59½; or
- (5) has a financial hardship as set forth in Section 7.06.

(b) The distribution restrictions in paragraph (a) do not apply to Elective Deferrals to the Plan prior to January 1, 1989 (not including earnings thereon) provided that such Elective Deferrals are separately accounted for under the Plan.

(c) Subject to the terms governing the applicable Investment Arrangement, Participants may elect to have either Roth Elective Deferrals or Pre-Tax Elective Deferrals distributed from the Plan first. Unless provided otherwise under the terms governing the applicable Investment Arrangement, if the Participant fails to make an election, Pre-Tax Elective Deferrals will be distributed from the Plan first.

(d) Effective January 1, 2009, for purposes of this Section 7.01 only, a Participant shall be treated as having had a Severance from Employment during any period the Participant is performing service in the uniformed services described in Code Section 3401(h)(2)(A). If a Participant performing service in the uniformed services described in Code Section 3401(h)(2)(A) receives a distribution under the Plan, the Participant may not make Elective Deferrals to the Plan for the six month period beginning on the date of the distribution.

(e) The Employer shall certify to the Vendor whether the Participant has had a Severance from Employment or become Disabled. Distributions shall otherwise be made in accordance with the terms governing the applicable Investment Arrangements.

Section 7.02. In-Service Distributions of Rollover Contribution Account. If a Participant has a Rollover Contribution Account then, to the extent permitted by the terms governing the applicable Investment Arrangement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the Rollover Contribution Account.

Section 7.03. Forms of Payment. A Participant may elect to receive his or her Account under any payment option available under and subject to the terms governing the applicable Investment Arrangement.

Section 7.04. Small Account Balances. To the extent permitted under the terms governing the applicable Investment Arrangement, distributions may be made in the form of a lump sum payment without the consent of the Participant or Beneficiary if the Participant's Accumulated Benefit (determined without regard to the Rollover Contribution Account) does not exceed \$1,000.

Section 7.05. Minimum Distributions.

(a) The Plan shall comply with the minimum distribution requirements of Code Section 401(a)(9) and the Treasury Regulations thereunder in accordance with the terms governing each Investment Arrangement, unless and to the extent otherwise permitted by law and in Treasury Regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of Code Section 401(a)(9), each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treasury Regulation Section 1.408-8, except as provided in Treasury Regulation Section 1.403(b)-6(e).

(b) For 2009, unless otherwise provided in the Investment Arrangements, the minimum required distribution requirements set forth in Section 7.05 were satisfied as provided in either subsection (1) or (2) below, as determined by the Vendor responsible for the

Participant's required minimum distribution and in accordance with the Investment Arrangements:

(1) A Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for 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 ten (10) years ("extended 2009 RMDs") received those distributions for 2009 unless the Participant or Beneficiary chose not to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(2) A Participant or Beneficiary who would have been required to receive 2009 RMDs, and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) Extended 2009 RMDs, did not receive those distributions for 2009 unless the Participant or Beneficiary chose to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to receive the distributions described in the preceding sentence.

(3) Further, subject to the Investment Arrangements, the 2009 RMDs and Extended 2009 RMDs were treated as Eligible Rollover Distributions in 2009.

Section 7.06. Hardship Withdrawals.

(a) To the extent (i) a Vendor has been approved by the Administrator to allow hardship withdrawals under the Plan and (ii) a hardship withdrawal is permitted by the terms governing the applicable Investment Arrangement, distribution of Pre-Tax Elective Deferrals (excluding any earnings on such Elective Deferrals after December 31, 1988) may be made to a Participant who is an Employee in the event of hardship. A hardship distribution is not permitted from a Roth Elective Deferral Account. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to satisfy the immediate and heavy financial need. Participants may be charged a reasonable processing fee per hardship withdrawal. Only one hardship withdrawal is permitted in a six-month period.

(b) The following are the only financial needs considered immediate and heavy:

(1) expenses incurred or necessary for medical care described in Code Section 213(d) (without regard to whether the expenses exceed 7.5% of adjusted gross income) of the Participant, the Participant's Spouse or dependents (as defined in Code Section 152, but without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)), or the Participant's primary Beneficiary with respect to whom the Participant has entered into a civil union under 750 ILCS 75;

(2) the purchase (excluding mortgage payments) of a principal residence for the Participant;

(3) payment of tuition and related educational fees and room and board expenses for the next 12 months of post-secondary education for the Participant, the Participant's Spouse or dependents (as defined in Code Section 152, but without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)), or the Participant's primary Beneficiary with respect to whom the Participant has entered into a civil union under 750 ILCS 75;

(4) payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(5) payments for funeral or burial expenses for the Participant's deceased parent, Spouse, any dependent (as defined in Code Section 152, but without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)), or primary Beneficiary with respect to whom the Participant has entered into a civil union under 750 ILCS 75; and

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

(c) A distribution will be considered necessary to satisfy an immediate and heavy financial need of the Participant only if:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

(2) The Participant has obtained all distributions, other than hardship distributions and all nontaxable loans under all plans maintained by the Employer (except to the extent such actions would be counterproductive to alleviating the financial need); and

(3) All plans maintained by the Employer provide that the Participant's elective deferrals (and after-tax employee contributions) will be suspended for six months after the receipt of the hardship distribution.

(d) A Participant must provide substantiation of the reason for and the amount of the immediate and heavy financial need to the Administrator or the Vendor.

(e) A Participant must complete a new Salary Reduction and/or Redirection Agreement in accordance with Section 3.02 in order to recommence Elective Deferrals to the Plan following the end of the six month suspension period in paragraph (c) above.

(f) The Administrator shall take such steps as may be appropriate to collect information from Vendors and/or Former Vendors, and to transmit any information to any Vendor or Former Vendor, to coordinate the limitations on hardship withdrawals. The

Administrator may delegate this responsibility to a Vendor or to another service provider pursuant to Article IX of the Plan.

Section 7.07. Death Benefits. If a Participant dies before the entire distribution of his or her Account has been made, his or her remaining Account, if any, will be distributed to his or her Beneficiary as soon as administratively feasible after the Participant's death, unless the Beneficiary elects a later payment date on the appropriate form as designated and furnished by the Vendor, subject to the minimum distribution requirements of Code Section 401(a)(9) and regulations thereunder. A Beneficiary may elect to receive the deceased Participant's Account under any payment option available under and subject to the terms governing the applicable Investment Arrangement.

Section 7.08. Rollover Distributions from the Plan.

(a) **Direct Rollovers.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least \$500 paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. If an Eligible Rollover Distribution is less than \$500, a Distributee may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution.

(b) **Definitions.**

(1) "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employees' Spouse or former Spouse who is the Alternate Payee, are Distributees with regard to the interest of the Spouse or former Spouse. A Distributee also includes the Participant's non-Spouse designated Beneficiary. In the case of a non-Spouse Beneficiary, the Direct Rollover may be made only to a an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). The determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.

(2) "Direct Rollover" means an Eligible Rollover Distribution by the Plan to the Eligible Retirement Plan specified by the Distributee.

(3) "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a period of ten years or more;

- (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9) (other than amounts that would have been required but for a statutory waiver of the Code Section 401(a)(9) requirements);
- (iii) any hardship distribution;
- (iv) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities);
- (v) any distribution(s) that is reasonably expected to total less than \$200 during a year;
- (vi) any corrective distribution of excess amounts under Code Sections 402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto;
- (vii) any loans that are treated as deemed distributions pursuant to Code Section 72(p);
- (viii) dividends paid on employer securities as described in Code Section 404(k);
- (ix) the costs of life insurance coverage (P.S. 58 costs);
- (x) prohibited allocations that are treated as deemed distributions pursuant to Code Section 409(p); and
- (xi) a distribution that is a permissible withdrawal from an eligible automatic contribution arrangement within the meaning of Code Section 414(w).

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code Section 408(a) or 408(b), respectively, or (ii) a qualified plan described in Code Section 401(a) or 403(a) or a tax-sheltered annuity described in Code Section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(4) "Eligible Retirement Plan" means a qualified plan described in Code Section 401(a), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an individual retirement account or annuity described in Code Section 408(a) or 408(b), or an eligible plan under Code Section 457(b) which is maintained by a State and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee.

(c) Written Explanation of Right to Direct Rollover. The Vendor shall provide, within a reasonable time period before making an Eligible Rollover Distribution, a written explanation to the Participant that satisfies the requirements of Code Section 402(f).

(d) Roth Elective Deferrals.

(1) A Direct Rollover of a distribution from a Roth Elective Deferral Account under the Plan will be made only to another Roth Elective Deferral Account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(2) The Plan will not provide for a Direct Rollover for distributions from a Participant's Roth Elective Deferral Account if the amounts of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than \$200 during a year. However, Eligible Rollover Distributions from a Participant's Roth Elective Deferral Account are taken into account in determining whether the total amount of the Participant's Accumulated Benefits under the plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

(3) The provisions of the Plan that allow a Participant to elect a Direct Rollover of only a portion of an Eligible Rollover Distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

Section 7.09. Permissive Service Credit Transfers.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Accumulated Benefit transferred to the defined benefit governmental plan; provided, however, that no portion of the Participant's Account Balance attributable to Roth Elective Deferrals may be transferred under this Section. A transfer under this Section may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

Section 7.10. Plan-to-Plan Transfers to the Plan.

(a) The Administrator may accept a transfer of assets to the Plan for a Participant only if:

(1) the Participant is a participant or beneficiary in another 403(b) plan that provides for direct transfers of assets;

(2) the Participant is an Employee of the Employer;

(3) the amount being transferred from the transferor plan is the person's entire interest in that plan;

(4) the Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer; and

(5) the transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor plan.

(b) The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it.

(c) The transferred amounts shall be held by the Vendor in a Transfer Contribution Account.

(d) The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Section 7.10 and Treasury Regulation Section 1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code Section 403(b).

Section 7.11. Plan-to-Plan Transfers from the Plan.

(a) The Administrator may permit the transfer of assets to another 403(b) plan for a Participant or Beneficiary only if:

(1) the Participant is an employee or former employee of the employer sponsoring the transferee plan;

(2) the transferee plan accepts plan-to-plan transfers;

(3) the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or Beneficiary immediately before the transfer; and

(4) the transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the Plan.

(b) The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Section 7.11 and Treasury Regulation Section 1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code Section 403(b).

(c) Upon the transfer of assets under this Section, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

ARTICLE VIII.

INVESTMENT OF CONTRIBUTIONS

Section 8.01. Manner of Investment. All Elective Deferrals, Rollover Contributions, Transfer Contributions, or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Investment Arrangements, and all income attributable to such amounts, property, or rights will be held and invested in one or more Annuity Contracts or Custodial Accounts.

Section 8.02. Exclusive Benefit. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries.

Section 8.03. Investment of Contributions.

(a) Each Participant or Beneficiary shall direct the investment of his or her Account among the Investment Options available under the Investment Arrangement in accordance with the terms governing the Investment Arrangement.

(b) In the event that an Employee fails to designate the Investment Options under the Investment Arrangement to which Elective Deferrals are to be made, the Elective Deferrals shall be invested in a default fund selected by the Employer in its sole discretion

Section 8.04. Information Sharing. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy Code Section 403(b) or other requirements of applicable law.

Section 8.05. Investment Changes. A Participant or Beneficiary is permitted to change the investment of his or her Accumulated Benefit among the Vendors of Investment Arrangements approved for use under the Plan. An investment change that includes an investment with a Former Vendor or other vendor that is not eligible to receive contributions under the Plan is not permitted.

Section 8.06. Current Vendors. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan and set forth in Appendix A. Each Vendor and the Administrator will exchange such information as may be necessary to satisfy Code Section 403(b) or other requirements of applicable law.

Section 8.07. Former Vendors. The Employer shall make a good faith reasonable effort to enter into an information sharing agreement with each Former Vendor to the extent that any existing agreement with that Former Vendor does not already provide for such information sharing on a continuing basis. The agreement will provide for mutual sharing of the following information:

(a) Information necessary for the resulting Annuity Contract or Custodial Account, or any other Annuity Contract or Custodial Account to which contributions have been made by the Employer, to satisfy Code Section 403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Former Vendor when the Participant has had a Severance from Employment (for purposes of the Plan benefit distribution restrictions); (ii) the Former Vendor notifying the Employer of any hardship withdrawal if the withdrawal results in a six month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the Former Vendor providing information to the Employer or other Vendors or Former Vendors concerning the Participant's or Beneficiary's Annuity Contracts or Custodial Accounts (to enable a Vendor or Former Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the Plan's hardship withdrawal rules).

(b) Information necessary in order for the resulting Annuity Contract or Custodial Account and any other Annuity Contract or Custodial Account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any Plan loan that is outstanding to the Participant in order for a Vendor or Former Vendor to determine whether an additional Plan loan satisfies the applicable loan limitations, so that any such additional loan is not a deemed distribution under Code Section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor or Former Vendor to determine the extent to which a distribution is includible in gross income.

Section 8.08. Investment Advisor Fees.

(a) To the extent permitted by law and the provisions of the Investment Arrangement, the Employer has reserved authority to authorize investment advisor fees charged by an investment advisor for advisory service relating to the Participant's Account Balance be paid by the Participant from his or her Account Balance. Such payment shall be directed by the Participant and will be paid by the Vendor from the Participant's Account Balance. Such payment shall be made directly to the investment advisor. Under no circumstances will the Plan be liable for such payment.

(b) For purposes of this Section 8.08, the term "investment advisor" means a person who is registered as such with the United States Securities and Exchange Commission ("SEC")

or with a State securities regulatory agency if the investment advisor is exempt from SEC registration requirements. For the purposes of this Section 8.08, the term "investment advisor fees" means fees charged by the Participant's investment advisor for advisory services relating solely to the Participant's Account Balance under this Plan.

ARTICLE IX.

PLAN ADMINISTRATION

Section 9.01. Administrator.

(a) The Administrator shall have the authority to control and manage the operation and administration of the Plan. The Administrator shall have all power necessary or convenient to enable it to exercise its authority under the Plan. The Administrator may provide rules and regulations, not inconsistent with the provisions hereof, for the operation and management of the Plan, and may from time to time amend or rescind such rules or regulations. The Administrator is authorized to accept service of legal process.

(b) The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of Code Section 403(b). These provisions and requirements include but are not limited to:

- (1) Determining whether an Employee is eligible to participate in the Plan.
- (2) Determining whether contributions comply with the applicable limitations.
- (3) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations.
- (4) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations.
- (5) Determining that the requirements of the Plan and Code Section 403(b) are properly applied, including whether the Employer is a member of a controlled group.
- (6) Determining the status of domestic relations orders or qualified domestic relations orders.

Administrative functions, including functions to comply with Code Section 403(b) and other tax requirements, may be allocated among various persons pursuant to service agreements or other written documents. In no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts). Any administrative functions not allocated to other persons are reserved to the Administrator.

(c) Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in Appendix B to the Plan. Service agreements and other records or information pertaining to the administration of the Plan may be

included or incorporated by reference in Appendix B. Appendix B may be modified from time to time. A modification of Appendix B is not an amendment of the Plan.

(d) The Administrator shall have the power and discretion to construe and interpret the Plan, including any ambiguities, to determine all questions of fact or law arising under the Plan, and to resolve any disputes arising under and all questions concerning administration of the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan in such manner and to such extent as the Administrator may deem expedient and, subject to the Plan's claim procedures, the Administrator shall be the sole and final judge of such expediency. Any action by the Administrator which is not found to be an abuse of discretion, shall be final, conclusive, and binding on all individuals affected thereby.

(e) Benefits are payable under the Plan only if the Administrator, in its sole discretion, determines the benefits are payable under the provisions of the Plan.

Section 9.02. Delegation by Administrator.

(a) The Administrator may from time to time delegate in writing to a committee or any duly authorized officer certain of its duties or other responsibilities under the Plan. A delegation of the Administrator's duties or responsibilities may be revoked without cause or advance notice. To the extent permitted under applicable law, such committee or officer shall have the same power and authority with respect to such delegated duties or other responsibilities as the Administrator has under the Plan. The Administrator shall not be liable for any act of omission of such committee or duly authorized officer in carrying out such responsibilities.

(b) The Administrator has designated the University Payroll and Benefits staff to be responsible for initiating payroll reductions, sending Plan contributions for each Participant to the Vendor(s) selected by the Participant, and for performing other administrative duties for the operation of the Plan.

(c) The Administrator has designated the Vendors to be responsible for providing information to Participants regarding enrollment, Investment Options, and performance; processing contributions, withdrawal requests, transfers, and changes in Investment Options; providing record keeping services and such other services as provided for under agreements between the Vendors and the Employer.

(d) The Administrator will designate one of the Vendors to calculate and/or monitor contribution limits for all Plan Participants.

(e) The Administrator may designate one of the Vendors or another service provider to provide for the collection and coordination of information relating to hardship withdrawals, loans, contribution limits, and any other administrative function under the Plan.

Section 9.03. Employment of Consultants. The Administrator may employ one or more persons to render advice with regard to its responsibilities under the Plan.

Section 9.04. Requests for Information Concerning Eligibility, Participation and Contributions. Requests for information concerning eligibility, participation, contributions, or

any other aspects of the operation of the Plan, and service of legal process, should be in writing and directed to the Administrator of the Plan. If a written request is denied, the Administrator shall, within a reasonable period of time, provide a written denial to the Participant. A Participant may request in writing a review of a claim denied by the Administrator and may submit issues and comments in writing to the Administrator. The Administrator shall provide to the Participant a written decision upon such request for review of a denied claim.

Section 9.05. Requests for Information Concerning Annuity Contracts and Custodial Accounts. Requests for information concerning the Annuity Contracts and Custodial Accounts and their terms, conditions, and interpretations thereof, claims thereunder, any requests for review of such claims, and service of legal process, should be in writing and directed to the Vendor. If a written request is denied, the Vendor shall, within a reasonable period of time, provide a written denial to the Participant. A Participant may request in writing a review of a claim denied by the Vendor and may submit issues and comments in writing to the Vendor. The Vendor shall provide to the Participant a written decision upon such request for review of a denied claim.

Section 9.06. Plan Expenses. All reasonable expenses of administering the individual Accounts in the Plan will be charged against and paid from the Participants' Accounts, subject to the terms of the Investment Arrangements, unless paid by the Employer. The Administrator shall have the right to allocate expenses associated with maintaining the Accounts of terminated Employees to such Accounts, even if no expenses are allocated to the Accounts of active Employees, in accordance with Internal Revenue Service rules.

ARTICLE X.

AMENDMENT AND PLAN TERMINATION

Section 10.01. Termination of Contributions. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may, by resolution of the Board, discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

Section 10.02. Amendment and Termination. The Employer, by resolution of the Board, reserves the authority to amend or terminate this Plan at any time.

Section 10.03. Distribution upon Termination of the Plan. Upon termination of the Plan, all non-Vested amounts under the Plan will be fully Vested, and subject to any restrictions contained in the terms governing the applicable Investment Arrangement, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by Treasury Regulations.

ARTICLE XI.

MISCELLANEOUS

Section 11.01. Non-Assignability. Except as provided in Section 11.02 for a domestic relation order or Section 11.03 for an Internal Revenue Service levy, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary will have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

Section 11.02. Domestic Relation Orders. Notwithstanding Section 11.01, if a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a Spouse or former Spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator or its designee shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Participants may be charged a reasonable processing fee per domestic relation order.

Section 11.03. Internal Revenue Service Levy. Notwithstanding Section 11.01, the Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

Section 11.04. Protection of Persons Who Serve in a Uniformed Service.

(a) Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), effective January 1, 2009, the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"), Code Section 414(u), and effective January 1, 2007, Code Section 401(a)(37). For purposes of this Section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

(b) A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service may elect to make Elective Deferrals upon resumption of employment with the Employer up to the maximum Elective Deferrals that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave,

reduced by the Elective Deferrals, if any, actually made for the Participant during the period of the interruption or leave. Except to the extent provided under Code Section 414(u), this right applies for the lesser of (i) five years following the resumption of employment or (ii) a period equal to three times the period of the interruption or leave. Such Elective Deferrals by the Participant may only be made during such period and while the Participant is reemployed by the Employer.

(c) A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as an Employee of the Employer who is eligible to make Elective Deferrals during such service and the differential wage payment shall be treated as Compensation and Includible Compensation. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

(d) In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

Section 11.05. Tax Withholding. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under Code Section 3121). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including Code Section 3401 and the Treasury Regulations thereunder), except to the extent that it is a Qualified Distribution. A payee will provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

Section 11.06. Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator or the Vendor, benefits will be paid to a court appointed guardian or in accordance with the terms of a court order. Such payments will be considered a payment to such Participant or Beneficiary and will, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

Section 11.07. Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

Section 11.08. Procedure When Distributee Cannot Be Located. The Vendor will make all reasonable attempts to determine the identity and address of a Participant or a

Participant's Beneficiary entitled to benefits under the Plan. If the Vendor is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Investment Arrangement will continue to hold the benefits due such person, subject to any applicable state law.

Section 11.09. Incorporation of Terms Governing Investment Arrangements. The Plan, together with the terms governing the Investment Arrangements, is intended to satisfy the requirements of Code Section 403(b) and the Treasury Regulations thereunder. Terms and conditions governing the Investment Arrangements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Code Section 403(b).

Section 11.10. Federal and State Taxes. It is intended that contributions under this Plan, plus any earnings thereunder, are excludable from gross income for federal and state income tax purposes until paid to Participants or Beneficiaries, except to the extent that the contribution is a Roth Elective Deferral. However, the Administrator does not guarantee that any particular Federal or state income, payroll, or other tax consequence will occur as a result of participation in this Plan.

Section 11.11. Erroneous Payments. If the Vendor makes any payment that, according to the terms of the Plan and the benefits provided thereunder, should not have been made, the Vendor may recover that incorrect payment by whatever means necessary, whether or not it was made due to the error of the Administrator or the Vendor, from the person to whom it was made, or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Vendor may deduct it when making any future payments directly to that Participant.

Section 11.12. Limitation on Rights and Obligations. Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor the purchase of any Annuity Contract or Custodial Account, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

- (a) as conferring upon any Participant, Beneficiary, or any other person any right or claim against the Employer or the Administrator, except to the extent that such right or claim will be specifically expressed and provided in the Plan;
- (b) as creating any responsibility or liability of the Employer for the validity or effect of the Plan;
- (c) as a contract or agreement between the Employer and any Participant or other person;
- (d) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Employer or any Participant or other person to continue or terminate the employment relationship at any time, except as otherwise provided under any applicable collective bargaining agreement; or

(e) as giving any Participant the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or other person at any time; provided, however, that the foregoing will not be deemed to modify the provisions of any collective bargaining agreements which may have been entered into by the Employer with the bargaining representatives of any Participant.

Section 11.13. Counterparts. The Plan may be executed in any number of counterparts, each of which will be deemed to be an original. All counterparts will constitute but one and the same instrument and will be evidenced by any one counterpart.

IN WITNESS WHEREOF, the Employer has caused this Plan amendment and restatement to be executed by its duly authorized representative as of the date written below, but effective as of March 1, 2018.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

Date: _____

By: _____

Title: Comptroller

APPROVED AS TO LEGAL FORM:

Date: _____

By: _____

Office of University Counsel

APPROVED:

Date: _____

By: _____

Title: _____

Unit: _____

Date: _____

By: _____

Title: _____

Unit: _____

APPENDIX A

PLAN VENDORS

The current selection of Vendor(s) is not intended to limit future additions or deletions of Vendor(s). The Administrator from time to time may add or delete Vendor(s) which shall be effective on the date adopted by the Administrator and shall be reflected in an updated Appendix A.

1.1 **Approved Vendors.**

As of March 1, 2018, the approved Vendors under the Plan are:

- (a) Teachers Insurance Annuity Association ("TIAA")
- (b) Fidelity Investments

1.2 **Former Vendors**

As of March 1, 2018, the Former Vendor under the Plan is:

- (a) VALIC/AIG

APPENDIX B

ADMINISTRATIVE FUNCTIONS

Any administrative functions not allocated to other persons under the terms of the Plan or as specified in this Appendix B shall be reserved to the Administrator.

For purposes of identifying persons to whom administrative functions under the Plan have been allocated, and the specific functions allocated to such persons, the following service and other agreements, as amended from time to time, are hereby incorporated by reference:

1. University of Illinois Supplemental 403(b) Retirement Plan Service Provider Agreement between The Board of Trustees of the University of Illinois and the Teacher's Insurance and Annuity Association of America, effective as of January 1, 2009, as amended from time to time.
2. Custodial Account Agreement for a 403(b) Plan between Teacher's Insurance and Annuity Association of America and The Board of Trustees of the University of Illinois, dated August 14, 2006, as amended from time to time.
3. Custodial Account Agreement between The Board of Trustees of the University of Illinois and Fidelity Management Trust Company, effective June 30, 2010, as amended from time to time.