BALL STATE UNIVERSITY
ALTERNATE PENSION PLAN

Amended and Restated Effective January 1, 2014
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE I</th>
<th>ESTABLISHMENT AND RESTATEMENT OF PLAN</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.01.</td>
<td>Plan Establishment and History</td>
<td>5</td>
</tr>
<tr>
<td>Section 1.02.</td>
<td>Plan Restatement</td>
<td>5</td>
</tr>
<tr>
<td>Section 1.03.</td>
<td>Plan Funding</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE II</th>
<th>CONSTRUCTION AND DEFINITIONS</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2.01.</td>
<td>Construction and Governing Law</td>
<td>6</td>
</tr>
<tr>
<td>Section 2.02.</td>
<td>Definitions</td>
<td>6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE III</th>
<th>ELIGIBILITY AND PARTICIPATION</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 3.01.</td>
<td>Participation for Non-Elective Contributions</td>
<td>12</td>
</tr>
<tr>
<td>Section 3.02.</td>
<td>Participation for TRF Supplement Contributions</td>
<td>12</td>
</tr>
<tr>
<td>Section 3.03.</td>
<td>Reemployment</td>
<td>13</td>
</tr>
<tr>
<td>Section 3.04.</td>
<td>Cessation of Contributions</td>
<td>13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE IV</th>
<th>CONTRIBUTIONS</th>
<th>13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 4.01.</td>
<td>Non-Elective Contributions</td>
<td>13</td>
</tr>
<tr>
<td>Section 4.02.</td>
<td>TRF Supplement Contributions</td>
<td>14</td>
</tr>
<tr>
<td>Section 4.03.</td>
<td>Employee Contributions</td>
<td>15</td>
</tr>
<tr>
<td>Section 4.04.</td>
<td>Leave of Absence</td>
<td>15</td>
</tr>
<tr>
<td>Section 4.05.</td>
<td>Expenses of Plan</td>
<td>15</td>
</tr>
<tr>
<td>Section 4.06.</td>
<td>Transfers and Rollover Contributions</td>
<td>16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE V</th>
<th>LIMITATIONS ON CONTRIBUTIONS</th>
<th>16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 5.01.</td>
<td>Code Section 415 Limits</td>
<td>16</td>
</tr>
<tr>
<td>Section 5.02.</td>
<td>Excess Annual Additions</td>
<td>16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE VI</th>
<th>NONDISCRIMINATION</th>
<th>16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 6.01.</td>
<td>Compliance with Code Section 403(b)(12)</td>
<td>16</td>
</tr>
<tr>
<td>Section 6.02.</td>
<td>Compliance with Code Section 401(a)(17)</td>
<td>16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE VII</th>
<th>ACCOUNTING</th>
<th>16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 7.01.</td>
<td>Participant Accounts</td>
<td>16</td>
</tr>
<tr>
<td>Section 7.02.</td>
<td>Participant Statements</td>
<td>17</td>
</tr>
</tbody>
</table>
Section 7.03. Value of Account ................................................................. 17

ARTICLE VIII INVESTMENT OF CONTRIBUTIONS ...................................... 17

Section 8.01. Vendors and Investment Options ........................................ 17
Section 8.02. Default Investments ............................................................ 18

ARTICLE IX DISTRIBUTIONS .................................................................... 18

Section 9.01. Distribution Restrictions ...................................................... 18
Section 9.02. Payment Options ................................................................. 18
Section 9.03. Death Benefit ......................................................................... 18
Section 9.04. Required Distribution Rules .................................................. 18
Section 9.05. Additional Tax on Early Withdrawals ..................................... 20

ARTICLE X LOANS .................................................................................. 21

ARTICLE XI VESTING ............................................................................... 21

ARTICLE XII ROLLOVERS FROM THIS PLAN .......................................... 21

Section 12.01. Definitions for this Article .................................................. 21
Section 12.02. Direct Transfer of Eligible Rollover Distribution ...................... 22
Section 12.03. Mandatory Withholding of Eligible Rollover Distributions ........... 23
Section 12.04. Explanation of Plan Distribution and Withholding Requirements ... 23

ARTICLE XIII ADMINISTRATION OF THE PLAN .................................. 24

Section 13.01. Authority of the Administrator .......................................... 24
Section 13.02. Powers of the Administrator ................................................. 24
Section 13.03. Delegation by Administrator ................................................. 24
Section 13.04. Employment of Consultants ................................................ 24

ARTICLE XIV REQUESTS FOR INFORMATION AND OTHER CLAIMS PROCEDURES ................................................................. 24

Section 14.01. Requests for Information Concerning Eligibility, Participation and Contributions ................................................................. 24
Section 14.02. Requests for Information Concerning Funding Vehicles ............. 24
Section 14.03. Processing of Claims ........................................................... 25

ARTICLE XV AMENDMENT AND TERMINATION .................................... 26

Section 15.01. Amendment and Termination ............................................... 26
Section 15.02. Adverse Effects .................................................................26
Section 15.03. Distribution Upon Termination of the Plan ........................................26

ARTICLE XVI MISCELLANEOUS ..................................................................26
Section 16.01. Non-Alienation ..................................................................26
Section 16.02. Military Service ..................................................................27
Section 16.03. Limitation of Rights and Obligations ........................................27
Section 16.04. Federal and State Taxes .........................................................27
Section 16.05. Erroneous Payments ..............................................................27
Section 16.06. Indemnification ..................................................................28
Section 16.07. No Reversion ......................................................................28
Section 16.08. Finality of Determination ......................................................28
Section 16.09. Counterparts ......................................................................28

APPENDIX A APPROVED VENDORS
BALL STATE UNIVERSITY ALTERNATE PENSION PLAN

ARTICLE I

ESTABLISHMENT AND RESTATEMENT OF PLAN

Section 1.01. Plan Establishment and History.

(a) Ball State University ("University") is a public university established under Indiana law and an educational organization described in Section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986, as amended ("Code"). The University established the Ball State University Alternate Pension Plan ("Plan"), effective July 1, 1981, to provide retirement benefits for Eligible Employees. 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 January 1, 2014, 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 January 1, 2014, and to transactions under the Plan on and after January 1, 2014. The rights and benefits, if any, of individuals who are not Employees on or after January 1, 2014, shall be determined in accordance with the terms and provisions of the Plan that was 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 Funding Vehicles from the Vendor(s) identified in Appendix A attached hereto, as that Appendix may be amended from time to time. The terms and conditions of the Funding Vehicles shall be considered part of, and shall be construed as having been incorporated into, this Plan. To the extent there is any conflict between the terms of any such Funding Vehicles and the terms of the Plan, however, the terms of the Plan shall govern, except as otherwise expressly stated herein.
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 Indiana 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, 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 following separate accounts maintained for each Participant under a Funding Vehicle, reflecting his or her interest in such Funding Vehicle as follows:

(1) "Non-Elective Contribution Account" means the account maintained to reflect the Participant's interest in a Funding Vehicle attributable to his or her Non-Elective Contributions pursuant to Section 4.01.

(2) "TRF Supplement Account" means the account maintained to reflect the Participant's interest in a Funding Vehicle attributable to his or her TRF Supplement Contributions pursuant to Section 4.02.

(3) "Excess Annual Additions Account" means the account maintained to reflect the Participant’s interest in a Funding Vehicle attributable to his or her Excess Annual Additions pursuant to Section 5.02.

(b) "Administrator" means the University; provided, however, that to the extent that the Board has delegated any of the University's responsibilities as Administrator to the Committee, the term Administrator shall be deemed to refer to the Committee.
(c) "Allocable Income" means the sum of the allocable gain or loss for the year or partial year determined in accordance with Code Sections 402(g) and 415, and the regulations promulgated thereunder.

(d) "Annual Addition" has the meaning in Code Section 415(c)(2).

(e) "Annuity Contract" means a nontransferable contract as defined in Code Section 403(b)(1), established for Participants by the University, that is issued by a Vendor who is an insurance company qualified to issue annuities in the State of Indiana and that includes payment in the form of an annuity.

(f) "Applicable Form" means the appropriate form as designated and furnished by the Vendor or the Administrator to make any election or provide any notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator and/or the Vendor may prescribe an electronic or telephonic form in lieu of or in addition to a written form.

(g) "Beneficiary" means the person, company, trustee or estate designated by the Participant on the Applicable Form to receive any benefits payable under the Plan in the event of the Participant's death. A designation of an individual as a Beneficiary shall remain in effect until affirmatively revoked by the Participant on a subsequent Applicable Form, except that, unless otherwise provided in the applicable Funding Vehicle, if a Participant designates a Spouse as his or her Beneficiary, that designation will be deemed null and void upon the subsequent divorce of the Participant and the Spouse, and the former Spouse shall have no rights as a Beneficiary unless re-designated as a Beneficiary by the Participant subsequent to becoming a former Spouse. Unless otherwise provided in the applicable Funding Vehicle, if the designated Beneficiary does not survive the Participant or there is no Beneficiary designated, the Participant's surviving Spouse shall be the Beneficiary, or if there is no surviving Spouse, the Participant's estate shall be the Beneficiary. Beneficiary also means an alternate payee within the meaning of Code Section 414(p)(8).

(h) "Board" means the Board of Trustees of Ball State University.

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

(j) "Committee" means a committee to which the Board has delegated investment and administrative authority for this Plan.

(k) "Compensation" means the amount paid by the University to a Participant that is reportable as wages in Box 1 of the Participant's Form W-2, but excluding bonuses, awards, cell phone allowances, automobile allowances, uniform allowances, taxable non-cash fringe benefits, taxable cash rebates or refunds, imputed income (e.g., excess group term life insurance and taxable medical benefits), and disability payments. Compensation shall include any amounts reduced pursuant to a salary reduction agreement with the University under Code Section 457(b), 401(k), 403(b), 125 or 132(f), including elective deferral contributions made to the Ball State University Tax Deferred Annuity Plan or the Ball State University 457(b) Deferred Compensation Plan. Compensation includes any payment that would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment.
with the University and that otherwise satisfies the definition of Compensation, provided it is paid by the later of two and one-half (2 ½) months after the Employee's Severance from Employment or the end of the calendar year in which the Employee has a Severance from Employment. Any payment that is not described in the preceding sentence 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. Compensation shall not exceed the limits under Code Section 401(a)(17), to the extent applicable.

(l) "Contributions" means Non-Elective Contributions and TRF Supplement Contributions.

(m) "Cost of Living Adjustment" means the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 401(a)(17) or 415(d) for any applicable year.

(n) "Custodial Account" means the group custodial account, as defined in Code Section 403(b)(7), established by the University with a Vendor to hold assets of the Plan.

(o) "Date of Employment" or "Date of Reemployment" means the effective date of the appointment of any Employee who is a faculty member. For all other Employees, the Date of Employment or Date of Reemployment is the first day upon which an Employee performs an hour of service for the University during the Employee's most recent period of service with the University.

(p) "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 which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, as defined under Code Section 72(m)(7).

(q) "Eligible Employee" means an Employee of the University who is eligible to receive either Non-Elective Contributions or TRF Supplement Contributions, as follows:

(1) Non-Elective Contributions. The following Employees are Eligible Employees for purposes of Non-Elective Contributions:

(A) Tenure, tenure-track, and contract faculty members assigned to teach six (6) or more credit hours each semester;

(B) Contract and continuing contract professional personnel assigned to work twenty (20) or more hours a week; and

(C) An Employee who is employed by the University pursuant to a grant contract that requires such Employee to be eligible for this Plan, and who is eligible under one of the categories outlined in (A) or (B), except that the Employee does not satisfy the requirements for duration of the assignment or contract.
Notwithstanding the foregoing, the following Employees are not Eligible Employees for purposes of receiving Non-Elective Contributions: (i) Employees eligible to participate in the Indiana State Public Employees Retirement Fund; (ii) Employees on behalf of whom a contribution is being made to the Indiana State Teachers' Retirement Fund; (iii) students performing services exempt from FICA under Code Section 3121(b)(10); (iv) contract semester faculty; and (v) temporary employees as defined under University policy.

(2) TRF Supplement Contributions. The following Employees whose Date of Employment or Date of Reemployment by the University is on or before September 30, 2010, and who made an election to participate in the Indiana State Teachers' Retirement Fund, are Eligible Employees for purposes of TRF Supplement Contributions:

(A) Regular faculty/professional personnel assigned half-time or more for the full academic year or at least for ten (10) months of the fiscal year;

(B) Continuing contract professional personnel assigned half-time or more for the full academic year or at least for ten (10) months of the fiscal year.

(C) Coaches classified as full-time professional personal hired under renewable term contracts which are one (1) or more years in length.

(D) An Employee who is employed by the University pursuant to a grant contract that requires such Employee to be eligible for this Plan, and who is eligible under one of the categories outlined in (A) through (C), except that the Employee does not satisfy the requirements for duration of the assignment or contract.

(r) "Employee" means a common law employee of the University, and shall not include 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.

(s) "Excess Annual Addition" means, except as provided in Code Section 414(v), that portion of a Participant's Contributions for a Limitation Year which exceeds the limits of Code Section 415(c).

(t) "Former Vendor" means any provider that was approved by the Board to offer annuity contracts or custodial accounts under the Plan, but that ceases to be eligible to receive new contributions under the Plan.

(u) "Funding Vehicles" means the Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the University for use under the Plan.

(v) "HEART" means the Heroes Earnings Assistance and Relief Tax Act of 2008, as amended from time to time.
(w) "Includible Compensation" means all compensation received by an Employee from the University that is includible in his or her gross income for federal income tax purposes (computed without regard to Code Section 911) for the most recent period that is a year of service within the meaning of Code Section 403(b)(4) which precedes the taxable year by no more than five (5) years within the meaning of Code Section 403(b)(3). Includible Compensation also includes any amounts excludable from taxable income because of an election under Code Sections 457(b), 402(e)(2), 402(h)(1)(B), 402(k), 125, and 132(f). Includible Compensation includes any compensation described in paragraphs (1) or (2) below, provided the compensation is paid by the later of two and one-half (2½) months after the Employee's Severance from Employment or the end of the calendar year in which the Employee has a Severance from Employment:

(1) any payment that would have been paid to the Employee prior to a Severance from Employment if the Employee had 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 leave (if the Employee qualifies for such payment under the University's criteria), 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 Compensation if paid prior to the Employee's Severance from Employment.

Includible Compensation does not include any amounts "picked up" by the University within the meaning of Code Section 414(h). Includible Compensation is determined without regard to any community property laws. Compensation shall not exceed limits under Code Section 401(a)(17), to the extent applicable.

(x) "Investment Options" means the investment funds available under the Funding Vehicles provided by the Vendor(s) and specifically approved by the Administrator, in its sole and absolute discretion, for use under this Plan in accordance with Article VIII.

(y) "Limitation Year" means the calendar year; provided, however, that if the Participant is in control of an employer within the meaning of Treasury Regulation 1.415(a)-1(f), the Limitation Year is the limitation year of that employer.

(z) "Non-Elective Contributions" means contributions made to the Plan by the University on behalf of a Participant pursuant to Section 4.01.

(aa) "Participant" means any Eligible Employee who is or may become eligible to receive a benefit of any type under the Plan. A Participant shall also mean, when appropriate to the context, a former Eligible Employee who is eligible to receive a benefit of any type under the Plan.

(bb) "Plan" means the "Ball State University Alternate Pension Plan" as amended from time to time.
"Plan Year" means January 1 through December 31.

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

"Section" means, when not preceded by the word Code, a section of the Plan.

"Severance from Employment" means the complete termination of the employment relationship between the Employee and the University and any Related 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.

"Spouse" means the person to whom an Eligible Employee is married where the marriage was validly entered into in a state whose laws authorize the marriage, even if the Eligible Employee is domiciled in a state that does not recognize the validity of the marriage.

"TRF Supplement Contributions" means contributions made to the Plan by the University on behalf of a Participant pursuant to Section 4.02.

"University" means Ball State University.

"USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

"Vendor" means (i) a life insurance company authorized to do business in the State of Indiana or (ii) a bank or approved non-bank trustee or custodian under Code Section 401(f), the assets of which are invested exclusively in regulated investment company stock, that has been approved by the Board to make Funding Vehicles available to Participants under this Plan, and that is set forth in Appendix A hereto, as amended from time to time. The Administrator, in its sole and absolute discretion, shall select the Vendor(s) and may add or delete Vendor(s).

"Vested" means the interest of the Participant or Beneficiary in his or her Accounts which is unconditional, legally enforceable, and nonforfeitable at all times.

"Year of Service" means each twelve (12) consecutive month period beginning with the Employee's Date of Employment or Date of Reemployment, and each anniversary thereof, in which the Employee is (i) an Eligible Employee; (ii) eligible to participate in the Indiana State Public Employees Retirement Fund; or (iii) eligible to participate in the Indiana State Teachers Retirement Fund. For purposes of determining eligibility for TRF Supplement Contributions under Section 3.01(b) only, a year of service with another organization that sponsors a 403(b) retirement plan in which the Eligible Employee was a participant will be counted as a Year of Service under the Plan.
ARTICLE III

ELIGIBILITY AND PARTICIPATION

Section 3.01. Participation for Non-Elective Contributions.

(a) An Eligible Employee may become a Participant in the Plan for purposes of Non-Elective Contributions immediately upon his or her Date of Employment or Date of Reemployment with the University.

(b) The University shall notify an Employee when he or she is eligible to participate in the Plan for purposes of Non-Elective Contributions.

(1) To become a Participant in the Plan, an Eligible Employee must make an irrevocable election to participate in the Plan on the Applicable Form within sixty (60) days of his or her Date of Employment or Date of Reemployment; provided, however, that an election is irrevocable once made, even if an Eligible Employee has a Severance from Employment and is subsequently rehired by the University as an Eligible Employee. If the Eligible Employee does not timely make such an election, he or she will not be eligible to participate in the Plan.

(2) An Eligible Employee who made an election to participate in, or was defaulted into, the Indiana Teachers State Retirement Plan may make an election to instead participate in the Plan effective the following July 1; provided, however, that no such election shall be permitted on or after July 1, 2014. On or after July 1, 2014, an election to participate in, or a default into, the Indiana Teachers State Retirement Plan is irrevocable.

(3) Notwithstanding the preceding, if an Eligible Employee is not eligible to participate in the Indiana Teachers State Retirement Plan, then the election provisions under this paragraph (b) shall not apply.

(c) An Eligible Employee must also complete the Applicable Form(s) required by the Administrator and/or the Vendor, which may include Vendor enrollment and investment election forms, in order to become a Participant in the Plan. No earnings shall be credited to the Account of a Participant for any period of time preceding the date that the Participant has actually enrolled in the Plan.

Section 3.02. Participation for TRF Supplement Contributions.

(a) An Eligible Employee may become a Participant in the Plan for purposes of TRF Supplement Contributions after the Eligible Employee completes two (2) continuous Years of Service as an Eligible Employee with the University; provided, however, that no Employee whose Date of Employment or Date of Reemployment by the University is on or after October 1, 2010, shall become a Participant in the Plan for purposes of TRF Supplement Contributions.

(b) The University shall notify an Employee when he or she is eligible to participate in the Plan for purposes of TRF Supplement Contributions. To become a Participant under the
Plan, an Eligible Employee must complete the Applicable Form(s) required by the Administrator and/or the Vendor, which may include Vendor enrollment and investment election forms, to become a Participant in the Plan.

(c) An Eligible Employee who has satisfied the participation requirements under paragraph (b) and who fails to return the Applicable Form(s) shall be deemed to have waived all of his or her rights under the Plan except the right to enroll at a future date, provided he or she remains an Eligible Employee for purposes of TRF Supplement Contributions. No TRF Supplement Contributions shall be credited to the Account of a Participant who fails to enroll in the Plan as provided in this paragraph, and no earnings shall be credited to the Account of a Participant for any period of time preceding the date that the Participant has actually enrolled in the Plan. Notwithstanding the above, an Eligible Employee who has satisfied the participation requirements under this Section 3.02 and who fails to return the Applicable Form(s) prior to July 1, 2014, shall waive all of his or her rights to participate in the Plan for purposes of TRF Supplement Contributions, and may not enroll at a future date.

Section 3.03. Reemployment.

(a) A former Employee who had a Severance from Employment with the University after becoming a Participant in the Plan under Section 3.01 may become a Participant for purposes of Non-Elective Contributions immediately as of his or her Date of Reemployment with the University.

(b) A former Employee who had a Severance from Employment with the University after satisfying the participation requirements under Section 3.02 may become a Participant for purposes of TRF Supplement Contributions immediately as of his or her Date of Reemployment with the University; provided, however, a former Employee is not eligible to become a Participant for purposes of TRF Supplement Contributions upon his or her Date of Reemployment on or after October 1, 2010.

(c) A former Employee who had a Severance from Employment with the University before satisfying the participation requirements under Section 3.02 shall become a Participant for purposes of TRF Supplement Contributions only if he or she satisfies the participation requirements under Section 3.02, and any Years of Service prior to Severance from Employment shall be disregarded; provided, however, that no Employee whose Date of Reemployment by the University is on or after October 1, 2010, shall become a Participant in the Plan for purposes of TRF Supplement Contributions.

Section 3.04. Cessation of Contributions. A Participant shall cease to be eligible for Contributions under the Plan when (i) he or she is no longer an Eligible Employee or (ii) the Plan is terminated.

ARTICLE IV

CONTRIBUTIONS

Section 4.01. Non-Elective Contributions.
(a) The University shall make a Non-Elective Contribution each Plan Year to the Non-Elective Contribution Account of each Eligible Employee who has satisfied the requirements under Section 3.01 as follows:

(1) For Employees whose most recent Date of Employment or Date of Reemployment is prior to October 1, 2010, the University shall make a Non-Elective Contribution to the Plan in the amount of twelve and twenty-seven hundredths percent (12.27%) of Compensation on behalf of each Eligible Employee.

(2) For Employees whose most recent Date of Employment or Date of Reemployment is on or after October 1, 2010, the University shall make a Non-Elective Contribution to the Plan in the amount of five percent (5%) of Compensation on behalf of each Eligible Employee who has not completed three (3) continuous Years of Service and (ii) ten and one-half percent (10.5%) of Compensation on behalf of each Eligible Employee who has completed three (3) or more continuous Years of Service. Years of Service before a Severance from Employment are not taken into account under the Plan. An increase in the level of Non-Elective Contributions becomes effective the first day of the month following the month that the Participant completes three (3) continuous Years of Service.

(b) Non-Elective Contributions shall be paid in cash to the Plan by the University each payroll period on a basis consistent with its payroll practices, but no later than as permitted by law for the Plan Year during which they are being made. Non-Elective Contributions shall be allocated to the Eligible Employee's Non-Elective Contribution Account of the Participant as of the date made to the Plan, but no later than the last day of the Plan Year; provided, however, the Eligible Employee shall not be entitled to earnings with respect to a Non-Elective Contribution Account until such contribution is made to the Plan and allocated to the Eligible Employee's Non-Elective Contribution Account.

Section 4.02. TRF Supplement Contributions. The University shall make a TRF Supplement Contribution each Plan Year to the TRF Supplement Account of each Eligible Employee who has satisfied the requirements under Section 3.02. The TRF Supplement Contribution shall be an amount that corresponds to the age of the Eligible Employee when the Eligible Employee first became a Participant in the Plan, as follows:

<table>
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<tr>
<th>AGE</th>
<th>MONTHLY CONTRIBUTION</th>
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TRF Supplement Contributions shall be paid to the Plan on behalf of each Eligible Employee each month during the ten (10) month academic year only. The total TRF Supplement Contribution on behalf of an Eligible Employee each Plan Year shall not exceed One Thousand Dollars ($1,000).

**Section 4.03. Employee Contributions.** Employee contributions under the Plan are not required or permitted.

**Section 4.04. Leave of Absence.** During a paid leave of absence, Non-Elective Contributions and TRF Supplement Contributions shall continue to be made for a Participant on the basis of Compensation paid by the University during the leave. No Contributions shall be made on behalf of a Participant who is on an unpaid leave of absence or who is receiving benefits under the University's disability plans.

**Section 4.05. Expenses of Plan.** All reasonable expenses of administering the Plan shall be charged against and paid from the Participant's Accounts, subject to the terms of the applicable Funding Vehicles, unless paid by the University. 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 rules promulgated by the Internal Revenue Service.
Section 4.06. Transfers and Rollover Contributions. Transfers and rollover contributions to the Plan are not permitted.

ARTICLE V

LIMITATIONS ON CONTRIBUTIONS

Section 5.01. Code Section 415 Limits.

(a) Notwithstanding any provision of the Plan to the contrary, Annual Additions to the Plan and to any other Code Section 403(b) plan maintained by the University or a Related Employer (or, if required by Code Section 415 and regulations thereunder, to any other defined contribution plan) for a Participant in a Plan Year shall not exceed the limitations set forth in Code Section 415(c), except to the extent permitted under Code Section 414(v).

(b) The Code Section 415(c) limit for any Plan Year is the lesser of:

1. Fifty Two Thousand Dollars ($52,000) for 2014, increased by the Cost of Living Adjustment thereafter; or

2. One Hundred Percent (100%) of the Participant's Includible Compensation for the Limitation Year.

Section 5.02. Excess Annual Additions. Excess Annual Additions shall be allocated to an Excess Annual Additions Account under the Annuity Contract or Custodial Account in accordance with Treasury Regulation Sections 1.403(b)-3(b)(2) and 1.403(b)-4(f)(2) for the year of excess and each year thereafter. The Participant shall be liable for any excise taxes on his or her Account balance pursuant to Code Section 4973.

ARTICLE VI

NONDISCRIMINATION

Section 6.01. Compliance with Code Section 403(b)(12). The Administrator shall take any actions necessary to comply with the nondiscrimination rules of Code Section 403(b)(12) and the regulations thereunder as applicable to the Plan.

Section 6.02. Compliance with Code Section 401(a)(17). To the extent required by Code Section 401(a)(17), the Compensation of a Participant under the Plan shall be limited to Two Hundred Sixty Thousand Dollars ($260,000) for 2014, increased thereafter by the Cost of Living Adjustment.

ARTICLE VII

ACCOUNTING

Section 7.01. Participant Accounts. The Vendor(s) shall establish and maintain adequate records to reflect the Accounts of each Participant and Beneficiary. Credits and
charges shall be made to such Accounts to reflect additions, distributions, and withdrawals, and to reflect gains or losses pursuant to the terms of each Funding Vehicle. The maintenance of individual Accounts is for accounting purposes only, and a segregation of Plan assets to each Account shall not be required.

Section 7.02. Participant Statements. The Vendor(s) shall provide to each Participant a quarterly statement reflecting the value of the Participant's Account as of the end of each quarter, and shall provide similar information to the Administrator upon its request.

Section 7.03. Value of Account. The value of the Account of a Participant as of any valuation date is the value of the Account balance as determined by the Vendor. The valuation date shall be the last day of the Plan Year and each other date designated by the Administrator or Vendor in a uniform and nondiscriminatory manner. All transactions and Account records shall be based on fair market value.

ARTICLE VIII

INVESTMENT OF CONTRIBUTIONS

Section 8.01. Vendors and Investment Options.

(a) All Contributions under the Plan shall be transferred to the Vendor(s) to be held, managed, invested and distributed in accordance with the provisions of the Plan and the Funding Vehicles as applicable. The Administrator shall have the right to limit the number of Vendors to whom a Participant may direct that his or her Contributions be made at one time. All benefits under the Plan shall be distributed solely from the Funding Vehicles, and the University shall have no liability for any such benefits other than the obligation to make Contributions as provided in the Plan.

(b) Participants' Accounts shall be invested in one or more of the Investment Options available to Participants from Vendors approved under this Plan, as selected by the Administrator and communicated to Participants. The current Vendor(s) are listed in Appendix A. The Administrator's current selection of Vendor(s) and Investment Options is not intended to limit future additions or deletions of Vendor(s) or Investment Options.

(c) A Participant shall have the right to direct the investment of his or her Accounts by filing the Applicable Form with the Vendor(s). A Participant may change his or her investment election as often as determined by the Vendor(s). A Participant may elect to transfer all or any portion of his or her Accounts invested in any one Investment Option to another Investment Option, regardless of whether offered by the same or a different Vendor, subject to the limitations of the Funding Vehicle(s), by filing a request on the Applicable Form with the Vendor(s) or by such other means that may be provided for by the Vendor(s). A Participant may also elect to transfer all or any portion of his or her Accounts invested in an Investment Option with a Former Vendor to an Investment Option with a Vendor, subject to the terms of the Funding Vehicles.

(d) 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 8.02. Default Investments. If a Participant does not have a valid and complete investment direction on file with the Vendor on the Applicable Form, Contributions may be invested in a default fund selected by the Administrator in its sole discretion, until the Participant makes an affirmative election regarding the investment of his or her Account.

ARTICLE IX

DISTRIBUTIONS

Section 9.01. Distribution Restrictions. A Participant is not entitled to a distribution of his or her Vested Accounts under the Plan until thirty (30) days following his or her Severance from Employment. After such period, a Participant may submit a request for a distribution to the Vendor on the Applicable Form. The University shall certify that the Participant has had a Severance from Employment.

Section 9.02. Payment Options.

(a) A Participant may elect to receive his or her Vested Accounts under any payment option available under the Funding Vehicle(s). Subject to the terms of the Funding Vehicle(s), these include, but are not necessarily limited to, a single life payment, joint and survivor payments, a fixed period annuity, installment payments, and a single lump sum.

(b) To the extent permitted by the Funding Vehicles, a lump sum payment of a Vested Account may be made without the consent of the Participant or Beneficiary if his or her Account balance does not exceed One Thousand Dollars ($1,000).

Section 9.03. Death Benefit. If a Participant dies before distribution of his or her entire Account, his or her Accounts shall be payable to his or her Beneficiary(ies) under the payment options available under the Funding Vehicle(s), subject to Code Section 401(a)(9).

Section 9.04. Required Distribution Rules. The provisions of this Section 9.04 take precedence over any inconsistent provisions of the Plan or of any Funding Vehicle. All distributions under this Plan shall be made in accordance with Code Section 401(a)(9) and the regulations promulgated thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules.

(a) Distributions may only be made over one of the following periods (or a combination thereof):

(1) The life of the Participant;

(2) The life of the Participant and a designated Beneficiary;

(3) A period certain not extending beyond the life expectancy of the Participant; or

(4) A period certain not extending beyond the joint and last survivor life expectancy of the Participant and designated Beneficiary.
(b) A Participant's Accounts shall be distributed to the Participant beginning no later than April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70 ½) or, if later, April 1 of the calendar year following the calendar year that the Participant has a Severance from Employment.

(c) Notwithstanding anything to the contrary in this Section 9.04, if the Vendor(s) separately accounts for Contributions made prior to January 1, 1987, then distribution of such Contributions (but not any interest accumulated with respect thereto) need not commence until April 1 of the calendar year following the calendar year in which the Participant attains age seventy-five (75).

(d) Upon the death of the Participant, the following distribution provisions shall take effect:

1. If the Participant dies after distribution of his or her Account(s) begins, any remaining portion of the Account(s) shall continue to be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death.

2. If the Participant dies before distributions of his or her Account(s) begins and the Participant has no designated Beneficiary(ies), the Participant's Account(s) under the Plan shall be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

3. If the Participant dies before distributions of his or her Account(s) begins and any portion of his or her Account(s) are payable to a designated Beneficiary, the designated Beneficiary may elect for the Participant's Account(s) to be distributed (i) by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death, or (ii) beginning no later than December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the designated Beneficiary or over a period not exceeding the life expectancy of the designated Beneficiary. If the designated Beneficiary is the surviving spouse, the Beneficiary may elect to delay payment under subparagraph (i) until December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70 ½). If the designated Beneficiary does not elect a method of distribution as provided above, the Participant's Account(s) shall be distributed in accordance with subparagraph (i).

4. Any distribution required under the incidental death benefit requirements of Code Section 401(a) shall be treated as distributions required under this Section 9.04(d).

(e) The Vendors(s) shall be solely responsible for complying with the provisions of this Section 9.04. The Vendor(s) shall calculate the amounts required to be distributed to a Participant under this Section and notify such Participant of such distributions at least sixty (60) days prior to the date distributions must begin.

(f) Notwithstanding this Section 9.04 of the Plan, for 2009, the required minimum distribution requirements under Code Section 401(a)(9) will be satisfied as provided under
paragraph (1) or (2) below, in accordance with the Funding Vehicles for each Vendor governing the Participant's Accounts:

(1) A Participant or Beneficiary whose Account is with Fidelity and who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least ten (10) years ("Extended 2009 RMDs") will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(2) A Participant or Beneficiary whose Account is with TIAA-CREF, Lincoln, or ING and 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, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. Notwithstanding the above, a Participant or Beneficiary who had elected to receive automatic installments or withdrawals from TIAA-CREF or Lincoln in order to satisfy the required minimum distribution rules will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions.

As provided by the Funding Vehicles for TIAA-CREF, ING, and Fidelity, the 2009 RMDs and Extended 2009 RMDs will be treated as Eligible Rollover Distributions in 2009.

Section 9.05. Additional Tax on Early Withdrawals.

(a) Generally, and except as described in paragraph (b), if a Participant receives any amount under the Plan, his or her tax for the taxable year in which such amount is received is increased by an amount equal to ten percent (10%) of the portion of such amount which is includible in gross income. Such amount shall be included in gross income to the extent allocable to income on the Funding Vehicle and shall not be included in gross income to the extent allocable to the investment in the Funding Vehicle as provided in Code Section 72(e)(2)(b).

(b) The penalty described in paragraph (a) generally does not apply to any distribution (i) made on or after the date on which the Participant attains age fifty-nine and one half (59 1/2), (ii) made on or after the death of the Participant, (iii) attributable to the Participant becoming Disabled, (iv) which is part of a series of substantially equal periodic payments made (not less frequently than annually) for the life or life expectancy of the Participant or the joint lives (or joint life expectancies) of such Participant and his or her designated Beneficiary, (v)
made to a Participant after Severance from Employment following the attainment of age fifty-five (55), (vi) which is a qualified reservist distribution within the meaning of Code Section 72(t)(2)(G)(iii), or (vii) any other circumstance permitted by the Code or the Internal Revenue Service.

**ARTICLE X**

**LOANS**

Loans from the Plan are not permitted.

**ARTICLE XI**

**VESTING**

A Participant shall be one hundred percent (100%) Vested in his or her Accounts at all times.

**ARTICLE XII**

**ROLLOVERS FROM THIS PLAN**

**Section 12.01. Definitions for this Article.** For purposes of this Article, the following definitions shall apply.

(a) "Direct Rollover" means an Eligible Rollover Distribution that is paid directly to an Eligible Retirement Plan for the benefit of the Distributee.

(b) "Distributee" means a Participant, the Spouse of the Participant, or the Participant’s former Spouse who is the alternate payee under a qualified domestic relations order as defined in Code Section 414(p), and a Participant's non-Spouse Beneficiary, any of whom is eligible to receive a distribution from the Plan.

(c) "Eligible Retirement Plan," as defined under Code Section 402(c)(8)(B), means:

1. an individual retirement account described in Code Section 408(a);
2. an individual retirement annuity (other than an endowment contract) described in Code Section 408(b);
3. any annuity plan described in Code Section 403(a);
4. a plan described in Code Section 403(b);
5. a qualified plan described in Code Section 401(a);
(6) a Code Section 457(b) eligible deferred compensation plan which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and

(7) a Roth individual retirement account described in Code Section 408A(e) provided the Distributee’s adjusted gross income does not exceed any limit applicable under federal law for the tax year in which the distribution occurs.

In the case of a distribution to a non-Spouse Beneficiary, an Eligible Retirement Plan means the plans described in subparagraphs (1) and (2) only, to the extent consistent with the provisions of Code Section 402(c)(11) and any successor provisions thereto or additional guidance issued thereunder.

(d) "Eligible Rollover Distribution" as defined in Code Section 402(f)(2)(A), means any distribution of all or any portion of the balance to the credit of the Distributee under this Plan, excluding the following:

(1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more;

(2) any distribution to the extent to which such distribution is required under Code Section 401(a)(9);

(3) the portion of any distribution that is not includible in gross income; however, a portion of a distribution will not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income, although such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b) or to a qualified retirement plan described in Code Section 401(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible;

(4) any distribution which is made upon the financial hardship of the Participant, and

(5) other items designated by regulations, or by the Commissioner in revenue rulings, notices, or other guidance, as items that do not constitute an eligible rollover distribution.

Section 12.02. Direct Transfer of Eligible Rollover Distribution. A Distributee may elect on an Applicable Form to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as specified by the Distributee in a Direct Rollover, at the time and in the manner prescribed by the Vendor. An Eligible Rollover Distribution that is paid to an Eligible Retirement Plan in a Direct Rollover is excludable from the Distributee's gross income under Code Section 402; provided, however, if any portion of such Eligible Rollover Distribution is
subsequently distributed from the Eligible Retirement Plan, that portion shall be included in
gross income to the extent required under Code Section 402, 403, or 408.

Section 12.03. Mandatory Withholding of Eligible Rollover Distributions.

(a) If the Distributee of an Eligible Rollover Distribution does not elect to have the
Eligible Rollover Distribution paid directly from the Plan to an Eligible Retirement Plan in a
Direct Rollover pursuant to Code Section 401(a)(31), the Eligible Rollover Distribution shall be
subject to a mandatory twenty percent (20%) federal income tax withholding under Code Section
3405(c). Only that portion of the Eligible Rollover Distribution that is not paid directly from the
Plan to an Eligible Retirement Plan in a Direct Rollover shall be subject to the mandatory
withholding requirement under Code Section 3405(e).

(b) If a Distributee elects to have an Eligible Rollover Distribution paid to the
Distributee, the distribution may be excluded from gross income of the Distributee provided that
said distribution is contributed to an Eligible Retirement Plan no later than the sixtieth (60th)
day following the day on which the Distributee received the distribution.

(c) If the Plan distribution is not an Eligible Rollover Distribution, said distribution
shall be subject to the elective withholding provisions of Code Section 3405(a) and (b).

Section 12.04. Explanation of Plan Distribution and Withholding Requirements. Not
fewer than thirty (30) days nor more than one hundred eighty (180) days before an Eligible
Rollover Distribution, the Vendor shall provide each Distributee a written explanation as
required under Code Section 402(f), which explains the rules:

(a) under which a Distributee may elect to have an Eligible Rollover Distribution
paid in a Direct Rollover to an Eligible Retirement Plan;

(b) that require the withholding of tax on an Eligible Rollover Distribution if it is not
paid in a Direct Rollover to an Eligible Retirement Plan;

(c) that provide that a distribution shall not be subject to tax if the distribution is
rolled over to an Eligible Retirement Plan within sixty (60) days after the date the Distributee
receives the distribution; and

(d) if applicable, certain special rules regarding taxation of the distribution as
described in Code Sections 402(d) and (e).

Notwithstanding the above, a distribution may begin fewer than thirty (30) days after the notice
discussed in the preceding sentence is given, provided that the Vendor clearly informs the
Participant that he or she has a right to a period of at least thirty (30) days after receiving the
notice to consider the decision of whether or not to elect a distribution and the Participant, after
receiving a notice, affirmatively elects a distribution.
ARTICLE XIII

ADMINISTRATION OF THE PLAN

Section 13.01. Authority of the Administrator. The Administrator is responsible for enrolling Participants in the Plan, entering into Salary Reduction Agreements with Participants, sending Contributions for each Participant to the selected Vendor(s), and performing the duties required for operation of the Plan. The Administrator shall have all power necessary or convenient to enable it to exercise its authority under the Plan. In connection therewith, 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 for the Plan.

Section 13.02. Powers of the Administrator. 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 claims procedures, the Administrator should be the sole and final judge of such expediency. Benefits under the Plan shall be paid only if the Administrator decides in its discretion that the Participant or Beneficiary is entitled to them.

Section 13.03. Delegation by Administrator. The Administrator may delegate to an individual, committee, or organization to carry out its fiduciary duties or other responsibilities under the Plan. Any such individual, committee or organization delegated fiduciary duties shall be a fiduciary until the Administrator revokes such delegation. A delegation of the Administrator duties or responsibilities may be revoked without cause or advance notice. Such individual, committee, or organization shall have the same power and authority with respect to such delegated fiduciary or other responsibilities as the Administrator has under the Plan.

Section 13.04. Employment of Consultants. The Administrator may employ one (1) or more persons to render advice with regard to its responsibilities under the Plan.

ARTICLE XIV

REQUESTS FOR INFORMATION AND OTHER CLAIMS PROCEDURES

Section 14.01. 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.

Section 14.02. Requests for Information Concerning Funding Vehicles. Requests for information concerning the Funding Vehicles and their terms, conditions, and interpretations
thereof, claims thereunder, and any requests for review of such claims, should be in writing and directed to the Vendor(s).

Section 14.03. Processing of Claims.

(a) The Administrator or Vendor, as applicable, shall within ninety (90) days after receipt of the claim, notify the claimant of its decision on the claim. If an extension of time for processing is required, the Administrator or Vendor shall provide written notice to the Participant of the reason for the extension and the extended due date, which shall not be longer than an additional ninety (90) days, prior to the termination of the initial ninety (90) day period. If a Participant’s claim is denied, in whole or in part, the Administrator or Vendor, as applicable, shall provide notice to the Participant, written in a manner calculated to be understood by the Participant, which shall include (i) the specific reasons for denial, (ii) specific reference to the provisions of the Plan on which the denial is based, and (iii) how to apply for a review of the denied claim, including the time limits for requesting a review. Where appropriate, the written denial shall also include a description of any information or material which is needed to complete or perfect a claim and why such information or material is necessary.

(b) Within sixty (60) days after the Participant receives notification of a denial, the Participant or the Participant’s duly authorized representative may request in writing that the Administrator or Vendor, as applicable, review a denied claim. The Participant or the Participant’s duly authorized representative must be provided, upon request and free of charge, access to and copies of all documents, records and other information and materials relevant to the claim. The Participant or the Participant’s duly authorized representative may submit written comments, documents, records and other information related to the claim on appeal for consideration. If the Participant or the Participant's duly authorized representative does not request a review of the denial of the Participant's claim within the sixty (60) day period, the Participant shall be barred and estopped from challenging the Administrator's or Vendor's decision, as applicable.

(c) The Administrator or Vendor, as applicable, shall provide a written decision to the Participant on his or her appeal within sixty (60) days following receipt of the Participant’s written request for review. However, if an extension of time for considering the appeal is required, the Administrator or Vendor, as applicable, shall provide a written notice to the Participant of the reason for the extension and the extended due date, which shall not be longer than an additional sixty (60) days, prior to the termination of the initial sixty (60) day period. The Administrator or Vendor, as applicable, shall consider all comments, documents, records and other information submitted by the Participant without regard to whether such information was submitted or considered in the initial review. If the Participant’s claim is denied on appeal, the Administrator's or Vendor's, as applicable, decision shall be written in a manner calculated to be understood by the Participant, and shall include (i) the specific reasons for denial, (ii) specific reference to the provisions of the Plan on which the denial is based, and (iii) a statement that the Participant is entitled to receive upon request and free of charge reasonable access to and copies of all documents, records, and other information relevant to the claim. Any such decision by the Administrator or Vendor, as applicable, shall be final.
ARTICLE XV

AMENDMENT AND TERMINATION

Section 15.01, Amendment and Termination. While it is expected that the Plan shall continue indefinitely, the University reserves the right to amend, freeze, or terminate the Plan, or to discontinue any further Contributions to the Plan at any time, by action of the Board. The University has delegated to the President and/or to the Vice President for Business Affairs and Treasurer authority to amend the Plan at any time in his or her sole and absolute discretion to the extent (i) the Plan is required to be amended to comply with applicable federal law or (ii) the amendment does not substantially change the benefit structure or cost or the groups of employees eligible for benefits under the Plan.

Section 15.02, Adverse Effects. Any amendment or termination of the Plan cannot adversely affect the benefits accrued by Participants prior to the date of amendment or termination. The Plan may not be amended in a manner that violates any provision of the Code.

Section 15.03, Distribution Upon Termination of the Plan. The University may provide that, in connection with a termination of the Plan, all Accounts shall be distributed, provided that the University on the date of the termination does not make contributions to an alternative Code Section 403(b) plan that is not part of the Plan during the period beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted by the regulations. For purposes of distributing all accumulated benefits under the Plan in the event of Plan termination, delivery of a fully paid individual insurance annuity contract shall be treated as a distribution.

ARTICLE XVI

MISCELLANEOUS

Section 16.01, Non-Alienation.

(a) A Participant's Account under the Plan shall not be liable for any debt, liability, contract, engagement, or tort of the Participant or his or her Beneficiary, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or any other voluntarily or involuntarily alienation or other legal or equitable process, nor transferable by operation of law.

(b) Notwithstanding paragraph (a), the Plan shall comply with any judgment, decree or order ("domestic relations order") which establishes the right of an alternate payee within the meaning of Code Section 414(p)(8) to all or a portion of a Participant's benefit under the Plan to the extent that it is a "qualified domestic relations order" ("QDRO") under Code Section 414(p). The Administrator or the Vendor shall establish reasonable written procedures to determine whether a domestic relations order is a QDRO and to administer the distribution of benefits with respect to such orders, which procedures may be amended from time to time, and which shall be provided to Participants upon request. Notwithstanding any other provisions in the Plan, the Plan may make an immediate distribution to the alternate payee pursuant to a QDRO.
(c) Notwithstanding paragraph (a), the Plan shall offset from the benefit otherwise payable to a Participant or his or her Spouse such amounts as are permitted to be offset under a court order, civil judgment, or settlement agreement in accordance with Code Section 401(a)(13)(C).

Section 16.02. Military 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 USERRA, HEART, Code Section 414(u), and 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) If a Participant who is an Eligible Employee timely resumes employment with the University in accordance with USERRA, the University shall make the Non- Elective Contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Non-Elective Contributions must be made no later than ninety (90) days after the date of reemployment or when Non-Elective Contributions are normally due for the year in which the qualified military service was performed, if later.

(c) Differential wage payments within the meaning of Code Section 414(e)(12)(D) shall be treated Includible Compensation under the Plan.

Section 16.03. Limitation of Rights and Obligations. Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor the purchase of any insurance contract, 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 University or the Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(b) as a contract or agreement between the University and any Participant or other person; or

(c) as an agreement, consideration, or inducement of employment or as effecting in any manner or to any extent whatsoever the rights or obligations of the University or any Employee to continue or terminate the employment relationship at any time.

Section 16.04. 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. 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 16.05. Erroneous Payments. If the Administrator or Vendor makes any payment that, according to the terms of the Plan and the benefits provided hereunder, should not
have been made, the Administrator or Vendor may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Administrator or 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 Administrator or Vendor may deduct it when making any future payments directly to that Participant.

**Section 16.06. Indemnification.** The University shall satisfy any liability actually and reasonably incurred by any members of the Board or any person to whom any power, authority or responsibility of the University is delegated pursuant to Section 13.03, except a Vendor or other service provider. These liabilities include expenses, attorney's fees, judgments, fines, and amounts paid in connection with any threatened, pending or completed action, suit or proceeding related to the exercise (or failure to exercise) of this authority. This is in addition to whatever rights of indemnification exist under the regulations or by-laws of the University, under any provision of law, or under any other agreement; provided, however, that the University will not satisfy any such liability to the extent that the person did not act in good faith.

**Section 16.07. No Reversion.** Under no circumstances or conditions will any Contributions revert to, be paid to, or inure to the benefit of, directly or indirectly, the University, but shall be held for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan. However, if Contributions are made by the University by mistake of fact, these amounts and, if applicable, any interest earned therein, may be returned to the University within one year of the date that they were made.

**Section 16.08. Finality of Determination.** All determinations with respect to crediting of service under the Plan are made on the basis of the records of the University, and all determinations made are final and conclusive upon Employees, former Employees, Eligible Employees, former Eligible Employees, and all other persons claiming a benefit under the Plan.

**Section 16.09. Counterparts.** The Plan may be executed in any number of counterparts, each of which shall be deemed to be an original. All counterparts shall constitute but one and the same instrument and shall be evidenced by any one counterpart.

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**BALL STATE UNIVERSITY**

By: __________________________________________

Printed Name: Randall B. Howard

Title: **Vice President for Business Affairs**
        **and Treasurer**

Date: March 19, 2014
APPENDIX A
BALL STATE UNIVERSITY ALTERNATE PENSION PLAN

APPROVED 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 a revised Appendix A.

A. Approved Vendors

Effective January 1, 2014, the Vendors under the Plan are:

(1) Fidelity Investments

(2) ING Financial Advisors

(3) Lincoln Financial Group

(4) Teachers Insurance and Annuity Association – College Retirement Equities Fund (TIAA-CREF)

B. Former Vendor(s)

There are no Former Vendors under the Plan.

BALL STATE UNIVERSITY

Printed Name:  Randall B. Howard
Title:  Vice President for Business Affairs and Treasurer
Date:  March 19, 2014
AMENDMENT ONE TO THE
BALL STATE UNIVERSITY ALTERNATE PENSION PLAN

THIS AMENDMENT ONE to the Ball State University Alternate Pension Plan ("Plan")
is hereby adopted by Ball State University ("University").

WITNESSETH:

WHEREAS, the University established the Plan pursuant to Code Section 403(b) and
most recently amended and restated the Plan effective January 1, 2014;

WHEREAS, the University reserved the right to amend the Plan in Article XV; and

WHEREAS, the University now desires to amend the Plan to make certain desired
changes.

NOW, THEREFORE, notwithstanding any other provision of the Plan, the Plan is hereby
amended effective January 1, 2014, to be and read as follows:

1. A new sentence is added to the end of Section 2.02(q)(2), TRF Supplement
   Contributions, to be and read as follows:

   Notwithstanding the foregoing, an Eligible Employee under
   Section 2.02(q)(1) who makes an irrevocable election to participate
   in the Plan for purposes of Non-Elective Contributions under
   Section 3.01(b) of the Plan, is not an Eligible Employee for
   purposes of receiving TRF Supplement Contributions.

2. In all other respects, the Plan shall be and remain the same.

This Amendment One is executed this 6th day of May, 2014.

By: ___

Printed Name: Randall B. Howard
Vice President for Business Affairs and Treasurer

Date: May 6, 2014