

UNIVERSITY OF CALIFORNIA
TAX-DEFERRED 403(b) PLAN

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UNIVERSITY OF CALIFORNIA

TAX-DEFERRED 403(b) PLAN

ARTICLE 1 BACKGROUND OF PLAN

1.01 EFFECTIVE DATE

The University of California Tax-Deferred 403(b) Plan (Plan), as revised, is effective July 1, 2005, except where a different effective date is specifically stated.

The prior versions of the Plan include: the plan that became effective January 1, 1989; the plan that became effective July 1, 1971; and the plan that became effective January 1, 1968.

1.02 SCOPE

The Plan shall consist of the University of California Tax-Deferred 403(b) Plan. The provisions set forth in this Plan apply to employees of the University of California and its affiliate, Hastings College of the Law.

1.03 PURPOSE

The Plan is part of the Retirement Savings Program whose primary purpose is to provide savings and retirement income to employees of the University of California and its affiliate, Hastings College of the Law, and their beneficiaries. The Plan is created and maintained for their exclusive benefit and is intended to be permanent and ongoing. The Regents, however, reserves the right to amend or terminate the Plan at any time in accordance with Article 11.

ARTICLE 2 DEFINITIONS

2.01 ACCUMULATIONS

Accumulations means the total amount of 403(b) Contributions credited in accordance with Section 4.06, plus interest and earnings and less losses and distributions, and Rollover Contributions, plus interest and earnings and less losses and distributions, attributed to a Participant.

2.02 AGE-BASED DEFERRALS

Age-Based Deferrals means the deferrals that a Participant may elect to contribute to the Plan pursuant to Sections 4.01(b) and 4.02(b).

2.03 ALTERNATE PAYEE

Alternate Payee means a Member's Spouse, former Spouse, child or other dependent.

2.04 BENEFICIARY

Beneficiary means the person or persons designated by a Participant in accordance with Section 7.06 to receive the Participant's Accumulations, as provided in the Plan, upon the death of the Participant. A person designated as a Beneficiary under the Plan shall continue to be a Beneficiary until (i) the designation is changed by the Participant or a Beneficiary, as applicable; (ii) the designation ceases to be effective because the Beneficiary predeceases the Participant; or (iii) the designation is superseded by a change in procedures initiated by the Plan Administrator upon providing notice to the Participants and Beneficiaries whose beneficiary designations are affected.

If the Participant does not name a Beneficiary or if the designation of Beneficiary is no longer effective, the person or persons (on a share and share-alike basis) who survive the Participant and who are in the first of the following categories in which there is a survivor shall be deemed the Beneficiary:

- (a) Spouse or Domestic Partner;
- (b) Child or children, including adopted child or children, of the Participant (child or children of a deceased child of the Participant shall take the share of such child by representation);
- (c) Parent or parents of the Participant;
- (d) Sibling or siblings of the Participant.

If there is no such survivor, any payment shall be paid to the Participant's estate.

A deceased Participant's Beneficiary may also designate a Beneficiary to receive any Accumulations remaining in the Plan upon the Participant's Beneficiary's death. A Beneficiary of a Beneficiary must take distribution within nine (9) months of the date of death of the Participant's Beneficiary.

Any Beneficiary designation shall be deemed modified, if necessary, to comply with any order described in Article 12.

2.05

BROKERAGE WINDOW OPTION

Brokerage Window Option means a Mutual Fund elected by a participant, other than a 403(b)(7) Fund or a Core Fund, in which the Participant's Accumulations may be invested through a brokerage account as described in the Plan Regulations.

2.06

CODE

Code means the Internal Revenue Code of 1986, as amended.

2.07

CORE FUNDS

Core Funds means the Investment Options included in the menu of investment choices selected and monitored by the Treasurer as described in Section 5.06(a) and in employee communications.

2.08

DESIGNATED PAYEE

Designated Payee means an Alternate Payee or Other Payee named in a DRO that purports to create or recognize such Alternate Payee's or Other Payee's right to, or purports to assign to such Alternate Payee or

Other Payee the right to, receive all or part of the Accumulations payable to a Participant.

2.09

DIRECT ROLLOVER

Direct Rollover means any amount of an Eligible Rollover Distribution which is paid directly to an Eligible Retirement Plan in accordance with Plan Regulations and the Code.

2.10

DOMESTIC PARTNER

Domestic Partner means an individual who has entered into a union, other than marriage, with a Participant, as evidenced by the individual's and the Participant's compliance with the requirements described in Plan Regulations.

2.11

DOMESTIC RELATIONS ORDER

Domestic Relations Order or DRO means any judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, Other Payee maintenance, or marital or domestic partnership property rights to a Designated Payee, and is made in accordance with state domestic relations law.

2.12

ELIGIBLE EMPLOYEE

Eligible Employee means an employee of the University other than:

- (a) An individual who is not classified by the University, in its sole discretion, as an employee under Code Section 3121(d) (including but not limited to an individual classified by the University as an independent contractor or independent consultant or non-employee consultant);
- (b) An individual who is classified by the University, in its sole discretion, as an employee of an entity other than the University; and
- (c) An employee who is a student normally working less than twenty (20) hours per week.

An individual described in clause (a) or (b) above shall not meet the definition of Eligible Employee, and shall be ineligible to participate in

the Plan, even if the classification is subsequently determined to be erroneous or is retroactively revised. For purposes of the preceding sentence, an individual shall be treated as “not classified as an employee” for any period if the payments to that individual by the University for services are not initially treated by the University as subject to the federal tax withholding and tax reporting obligations that apply to payments of “wages” to employees under Code Section 3121(d).

2.13

ELIGIBLE RETIREMENT PLAN

Eligible Retirement Plan means:

- (a) A qualified trust described in Code Section 401(a);
- (b) A tax-deferred arrangement described in Code Section 403(b);
- (c) An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state;
- (d) An individual retirement account described in Code Section 408(a);
- (e) An individual retirement annuity described in Code Section 408(b);
- (f) An annuity plan described in Code Section 403(a); and
- (g) Effective January 1, 2008, a Roth IRA subject to the requirements established in Code Section 408A(b).

2.14

ELIGIBLE ROLLOVER DISTRIBUTION

Eligible Rollover Distribution means a distribution from this Plan to an eligible distributee except that an Eligible Rollover Distribution does not include:

- (a) 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 Participant or for a specified period of ten (10) years or more;
- (b) Any distribution made in accordance with the minimum required distribution provisions described in Code Section 401(a)(9); and
- (c) Any other distribution that applicable law does not permit to be rolled over, such as a distribution on account of hardship under Article 6.

For purposes of this definition, an “eligible distributee” includes a Participant, surviving Spouse or a Spouse or former Spouse who is the Alternate Payee under a QDRO. An eligible distributee may direct that an Eligible Rollover Distribution be paid to an Eligible Retirement Plan as a Direct Rollover.

Effective for distributions made on and after January 1, 2007, if a Direct Rollover is made to an Eligible Retirement Plan described in Section 2.13(d) or Section 2.13(e) (and, for distributions made on and after January 1, 2008, Section 2.13(g)) established to receive the distribution on behalf of a designated nonspouse Beneficiary, such plan will be treated as an inherited retirement plan, and the amount transferred will be treated as an Eligible Rollover Distribution for the purposes described in Code Section 402(c).

2.15

403(b) CONTRIBUTIONS

403(b) Contributions means the Normal Deferrals, Age-Based Deferrals and Special Catch-up Deferrals that a Participant may elect to contribute to the Plan pursuant to Article 4.

2.16

403(b)(7) FUND

403(b)(7) Fund means a Mutual Fund described in Section 5.06(b) in which a Participant's Accumulations may be invested, consistent with the directions of the Participant and the requirements of Code Section 403(b)(7). A Participant's investment in a 403(b)(7) Fund shall be maintained for the benefit of the Participant in a custodial account that satisfies the requirements of Code Section 401(f)(2).

2.17

FORFEITURE AND REINSTATEMENT ACCOUNT

Forfeiture and Reinstatement Account means the account maintained and administered in accordance with Section 7.08.

2.18

INVESTMENT MANAGER

Investment Manager means a person registered as an investment advisor under the Investment Advisors Act of 1940.

2.19

INVESTMENT OPTIONS

Investment Options means the investment options made available from time to time under the Plan for the purpose of allocating a Participant's Accumulations for investment at the Participant's direction, including investment vehicles exempted from the restrictions on permissible investments under Code Section 403(b) as described in Revenue Ruling 82-102. Investment Options include UC Funds, 403(b)(7) Funds and Brokerage Window Options.

2.20

MUTUAL FUND

Mutual Fund means, for purposes of the Plan, a regulated investment company within the meaning of Code Section 851. A Participant's Accumulations invested in a Mutual Fund shall be maintained in a custodial account that satisfies the requirements of Code Section 401(f).

2.21

NORMAL DEFERRALS

Normal Deferrals means the deferrals that a Participant may elect to contribute to the Plan pursuant to Sections 4.01 and 4.02(a).

2.22

OTHER PAYEE

Other Payee means a Participant's Registered Domestic Partner or former Registered Domestic Partner who is not an Alternate Payee.

2.23

PARTICIPANT

Participant means an Eligible Employee who becomes a participant in the Plan as described in Section 3.01, and each former employee who has Accumulations under the Plan.

2.24

PARTICIPATION FEE

Participation Fee means the fee, if any, that is assessed against a Participant's Accumulations as described in the Plan Regulations.

2.25

PLAN

Plan means the University of California Tax-Deferred 403(b) Plan as revised effective July 1, 2005, and all prior versions of the Plan.

2.26

PLAN ADMINISTRATOR

Plan Administrator means the President of the University or the President's duly authorized delegate as described in Section 10.01.

2.27

PLAN REGULATIONS

Plan Regulations means the written regulations and interpretations promulgated by the Plan Administrator that are necessary or appropriate for the effective operation of the Plan.

2.28

PLAN YEAR

Plan Year means the 12-month period beginning on July 1 and ending on June 30.

2.29

QUALIFIED DOMESTIC RELATIONS ORDER

Qualified Domestic Relations Order or QDRO means a DRO that creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or part of the Accumulations payable to a Participant, which has been deemed by the Plan Administrator to be in compliance with the provisions of Code Section 414(p) applicable to governmental plans and the terms of the Plan.

2.30

RECORD KEEPER

Record Keeper means the entity designated by the Plan Administrator to provide administrative services to the Plan, including Participant-level record keeping, pursuant to a written agreement.

2.31

REGENTS AND THE REGENTS

Regents and The Regents means The Regents of the University of California, a public corporation and agency of the State of California, and the constitutional trustee of the public trust known as the University of California.

2.32

REGISTERED DOMESTIC PARTNER

Registered Domestic Partner means an individual whose domestic partnership with a Participant is registered with the Secretary of the State of California or whose same-sex union other than marriage with a Participant was validly formed in another jurisdiction and is substantially equivalent to a State of California-registered domestic partnership.

2.33

REQUIRED BEGINNING DATE

Required Beginning Date means April 1 of the Year following the later of:

- (a) The Year in which the Participant reaches age seventy and one-half (70½); or
- (b) The Year in which the Participant has a Severance from Employment.

2.34

RETIREMENT SAVINGS PROGRAM

Retirement Savings Program means the defined contribution plans sponsored by the University to provide savings and retirement income to employees of the University and its affiliate, Hastings College of the Law. The Retirement Savings Program includes the University of California Tax-Deferred 403(b) Plan, the University of California Defined Contribution Plan and the University of California 457(b) Deferred Compensation Plan.

2.35

ROLLOVER CONTRIBUTIONS

Rollover Contributions means a Direct Rollover made to the Plan on behalf of an Eligible Employee or a Participant, or a 60-day rollover contribution to the Plan made on an Eligible Employee's or Participant's behalf that represents all or part of an amount received as an eligible rollover distribution within the meaning of Code Section 402(c)(4). In addition, Rollover Contributions means a direct transfer made to this Plan from the UCRP that is an eligible rollover distribution within the meaning of Code Section 402(c)(4) as directed by a UCRP Member who has terminated employment with the University. In addition, Rollover Contributions means a direct transfer to this Plan from the University of California Retirement Plan (UCRP) that is an eligible

rollover distribution within the meaning of Code Section 402(c)(4), made at the direction of a UCRP Member who has had a Severance from Employment, provided the Member's Accumulations in this Plan following the rollover will not be not less than \$2,000.

However, a Rollover Contribution does not mean any distribution described in Section 2.14(a) - (c) of the Plan.

2.36

SALARY REDUCTION AGREEMENT

Salary Reduction Agreement means an agreement between an Eligible Employee and the University pursuant to which the employee agrees to a reduction in compensation not yet paid or otherwise made available so that such amounts can be contributed to the Plan and held on the employee's behalf. The agreement shall state the amount or percentage to be deferred from an Eligible Employee's compensation and shall become effective as soon as practical taking into account matters such as payroll transaction deadlines. The agreement shall meet the requirements of Plan Regulations, including but not limited to any required minimum amount of deferrals.

2.37

SETTLEMENT DATE

Settlement Date means the date on which the Participant's Accumulations are distributable because of the first to occur of the following:

- (a) The Participant attains age fifty-nine and one-half (59½);
- (b) The Participant has a Severance from Employment from the University; or
- (c) The Participant incurs a disability (meaning a condition that causes the individual to be unable to engage in any substantial gainful activity because of any medically determinable physical or mental impairment which can be expected to result in death or to be of indefinite duration).

2.38

SEVERANCE FROM EMPLOYMENT

Severance from Employment means the date that the employee leaves the employ of the University, dies, or otherwise severs employment from the University.

If a Participant does not terminate employment from the University through a formal separation process, a Participant will be deemed to have had a Severance from Employment when all of the following occur:

- (a) The Participant has no payroll activity for thirty-one (31) calendar days;
- (b) The Participant is past the end date of all current appointments;
- (c) The Participant has no future appointments; and
- (d) The Participant is not on an approved leave.

2.39

SPECIAL CATCH-UP DEFERRALS

Special Catch-Up Deferrals means the deferrals that a Participant may elect to contribute to the Plan pursuant to Sections 4.01(c) and 4.02(c).

2.40

SPOUSE

Spouse means the person, subject to the provisions of a QDRO and for purposes of this Plan, to whom the Participant is legally married as determined under the laws of the State of California, except where specifically noted that the determination is made consistent with Federal Law.

2.41

TREASURER

Treasurer means the Office of the Treasurer of The Regents.

2.42

UNIVERSITY

University means the University of California, a public trust and a public corporation of the State of California. References to the University shall include its affiliate, Hastings College of the Law, unless the context clearly indicates otherwise.

2.43

UC FUNDS

UC Funds means the Investment Options managed and invested at the direction of the Treasurer, or the Investment Manager selected by the Treasurer, that consist of the cash and investments derived from

contributions allocated to the funds and all investment earnings and realized gains and losses credited to the funds.

2.44
UCRP

UCRP means the University of California Retirement Plan.

2.45
YEAR

Year means each calendar year.

ARTICLE 3 ELIGIBILITY AND PARTICIPATION

3.01 ELIGIBILITY TO PARTICIPATE

An Eligible Employee may become a Participant by entering into a Salary Reduction Agreement. An Eligible Employee's Salary Reduction Agreement will continue in effect unless it is modified or revoked consistent with procedures established by the Plan Administrator, or deferrals are suspended in connection with a hardship withdrawal as described in Article 6. An Eligible Employee's Salary Reduction Agreement also will be deemed to be revoked if the employee ceases employment at one University location and begins employment at a different University location.

An Eligible Employee who is not yet a Participant may become a Participant by making a Rollover Contribution to the Plan in accordance with Section 4.04.

3.02 PERIOD OF PARTICIPATION

An Eligible Employee who becomes a Participant shall continue as a Participant until the Participant dies or all Participant Accumulations have been distributed, whichever occurs first.

3.03 QUALIFIED MILITARY SERVICE

Notwithstanding any provision of the Plan to the contrary, contributions with respect to qualified military service shall be allowed in accordance with Code Section 414(u).

ARTICLE 4 CONTRIBUTIONS

4.01 403(b) CONTRIBUTIONS

Subject to the conditions and limitations of the Plan, including the limits on 403(b) Contributions for each Year as set forth in Section 4.02, the portion of the Participant's compensation that is reduced, pursuant to a Salary Reduction Agreement, will be contributed to the Plan and credited on behalf of the Participant as a 403(b) Contribution. A Participant's 403(b) Contributions may consist of:

- (a) Normal Deferrals; and, if eligible,
- (b) Age-Based Deferrals; or,
- (c) Special Catch-Up Deferrals.

A Participant's 403(b) Contributions shall be credited to Participant's Accumulations as soon as administratively feasible.

Neither the University, The Regents, the Plan Administrator nor the Record Keeper shall be liable with respect to the calculation of any Participant's maximum contribution amount.

4.02 CONTRIBUTION LIMITATIONS

The maximum amount of 403(b) Contributions that can be contributed to the Plan in any Year will be limited in accordance with Code Sections 415(c), 402(g) and 414(v), and other applicable limits of the Code, and will be determined as follows:

If the Participant will not attain age fifty (50) by the end of the Year, and if the Participant does not have at least fifteen (15) full years of University employment, the Normal Deferral Limit described in Section 4.02(a) will apply;

If the Participant will not attain age fifty (50) by the end of the Year, and if the Participant has at least fifteen (15) full years of University employment, the combined limit for Normal Deferrals described in

Section 4.02(a) and Special Catch-Up Deferrals described in Section 4.02(c) will apply;

If the Participant will attain age fifty (50) by the end of the Year, and if the Participant does not have at least fifteen (15) full years of University employment, the Age-Based Deferral Limit described in Section 4.02(b) will apply; and

If the Participant will attain age fifty (50) by the end of the Year, and if the Participant has at least fifteen (15) full years of University employment, the combined limit for Age-Based Deferrals described in Section 4.02(b) and Special Catch-Up Deferrals described in Section 4.02(c) will apply.

All contributions that exceed the Normal Deferral Limit described in Section 4.02(a) for a Year shall be accounted for as follows:

If the Participant is eligible to make Special Catch-Up Deferrals as described in Section 4.02(c), the first \$3,000 of the excess amount will be treated as a Special Catch-Up Deferral until the Year the Participant is no longer eligible to make them; and

Any remaining excess amount(s) will be treated as Age-Based Deferrals as described in Section 4.02(b) to the extent the Participant is eligible to make such deferrals.

(a) *Normal Deferral Limit.* The maximum amount of Normal Deferrals that a Participant may elect to defer in a Year is the lesser of (1) or (2) below:

- (1) One hundred percent (100%) of the Participant's compensation less required taxes and other necessary or appropriate withholdings such as contributions for medical premiums. Compensation for this purpose refers to the amount described in Treasury Regulations Section 1.415-2(d)(11)(i) plus any elective deferrals as defined in Code Section 402(g) and any amount that is contributed by the employee that is not included in the gross income of the employee under Code Section 125, 132(f)(4) or 457; or
- (2) The applicable annual dollar amount specified in Code Section 402(g)(1), adjusted for cost of living increases as provided by the Code.

(b) *Age-Based Deferral Limit.* In addition to the Normal Deferrals provided for in Section 4.02(a), a Participant who will attain age fifty

(50) before the close of the Year may make an Age-Based Deferral. A 403(b) Contribution will be treated as an Age-Based Deferral to the extent that:

- (1) It exceeds the applicable Normal Deferral Limit; and
- (2) It exceeds the amount of the Special Catch-Up Deferral, if any, that the Participant is eligible to make for the Year; and
- (3) It does not exceed the dollar limit described in Code Section 414(v) in effect for such Year, adjusted for cost of living increases, as provided by the Code.

(c) *Special Catch-Up Deferral Limit.* A Participant who has at least fifteen (15) full years of University employment may make Special Catch-Up Deferrals. A 403(b) Contribution made by such a Participant will be treated as a Special Catch-Up Deferral to the extent it does not exceed the dollar limit described in Code Section 402(g)(7). A Participant may elect to defer up to the Special Catch-Up Deferral limit determined under clauses (1), (2) and (3) below only if Participant's cumulative contributions to the Plan do not exceed \$5,000 multiplied by the Participant's years of University employment. Special Catch-Up Deferrals are limited to \$3,000 per Year and \$15,000 total. A Participant's Special Catch-Up Deferral Limit for a Year is the least of the following amounts:

- (1) \$3,000;
- (2) \$15,000 minus all previous Special Catch-Up Deferrals; or
- (3) \$5,000 multiplied by years of University employment, minus all prior 403(b) Contributions.

4.03

EXCESS DEFERRALS

(a) If a Participant has contributed excess 403(b) Contributions to the Plan by exceeding the limits described in Section 4.02 for any Year, then the excess over the applicable limit in Section 4.02 will be distributed to the Participant, adjusted for net income or losses allocable to such contributions, as soon as administratively practicable after the Plan Administrator determines that the amount is an excess 403(b) Contribution. For purposes of determining if there are excess 403(b) Contributions, all eligible 403(b) plans in which the individual participates by virtue of his or her relationship with the University are treated as a single plan. The income

allocable to a distribution of excess deferrals for a Year shall be determined under any reasonable method selected by the Plan Administrator, provided such method is used consistently for all Participants and for all corrective distributions for the Year, and is consistent with applicable Treasury Regulations.

- (b) If a Participant has contributed excess 403(b) Contributions to the Plan due to a combination of 403(b) Contributions made under this Plan and deferrals made to any other 403(b) plan sponsored by an entity or entities other than the University, the Participant may notify the Plan Administrator in writing on or before March 1 of the next following Year of the Participant's election to have all or a portion of the Participant's 403(b) Contributions (and the income allocable to such 403(b) Contributions) made under this Plan distributed to the Participant in accordance with this Section 4.03. The income allocable to a distribution of excess deferrals for a Year shall be determined under any reasonable method selected by the Plan Administrator, provided such method is used consistently for all Participants and for all corrective distributions for the Year.

4.04

ROLLOVER CONTRIBUTIONS

Rollover Contributions shall be accepted to the Participant's Accumulations in accordance with Plan Regulations, and invested in one or more of the Investment Options as the Participant elects.

4.05

VESTING

A Participant shall always be 100% vested in the value of his or her Accumulations.

4.06

CREDITING CONTRIBUTIONS

All 403(b) Contributions made to the Plan on behalf of a Participant as described in this Article 4 shall be credited to the Participant's Accumulations in accordance with Plan Regulations and invested as described in Article 5.

ARTICLE 5 INVESTMENT OF CONTRIBUTIONS

5.01

PARTICIPANT'S AUTHORITY

Each Participant shall be entitled to direct the investment of his or her Accumulations among the Investment Options. The Treasurer may change the Investment Options offered under the Plan at any time, including for amounts already invested, subject to the restriction applicable to the ineligible accounts described in Section 7.08(c).

5.02

PARTICIPANT DIRECTIONS

Each Participant shall provide the Plan Administrator with directions as to the investment of contributions made to the Plan or transfers of Accumulations between Investment Options as allowed by the Plan on the Participant's behalf. The Participant may modify such directions as applied to future contributions or existing Accumulations consistent with the procedures described in Sections 5.03 and 5.04 below.

If a Participant fails to direct all or part of the investment of his or her Accumulations, then all such Accumulations will be invested as described in Plan Regulations.

5.03

TRANSFERS AMONG INVESTMENTS

A Participant may elect at any time to transfer up to 100% of his or her Accumulations from one or more Investment Options to any of the other Investment Options. Direct transfers between certain Investment Options may be prohibited to the extent described in the investment information provided to Participants.

5.04

INVESTMENT PROCEDURES

The Plan Administrator shall prescribe the manner in which investment directions and elections for future contributions and transfers between Investment Options of existing Accumulations may be made or changed

under this Article 5 and the dates as of which they shall be effective. Any expenses, charges or taxes incurred in carrying out, or resulting from, the investment directions of the Participant shall be charged to the Participant's Accumulations. Any investment gain or loss in a Participant's Accumulations shall be allocated solely to that Participant.

5.05

PARTICIPANT'S RESPONSIBILITY FOR INVESTMENT DECISIONS

Accumulations shall be invested pursuant to instructions given to the Plan Administrator by the Participant in accordance with procedures established by the Plan Administrator. Neither the University, The Regents, the Plan Administrator, the Treasurer nor the Record Keeper shall have any duty to question the Participant's investment directions or to advise the Participant in regard to the purchase, retention, or sale of such investments. Neither the University, The Regents, the Plan Administrator, the Treasurer nor the Record Keeper shall be liable for any loss that may result from a Participant's exercise of control, or failure to exercise control over the investment of the Participant's Accumulations.

5.06

INVESTMENT OVERSIGHT

- (a) *Core Funds*. The Treasurer is authorized to select a Core Funds menu consisting of UC Funds, 403(b)(7) Funds and any other permissible investments approved by the Treasurer that offer a broad range of investment choices to Participants. The Treasurer's selections for the Core Funds menu shall be made according to the investment policy adopted by The Regents, as that policy may be modified from time to time. The Treasurer will regularly evaluate the performance of each Core Fund, and make adjustments as appropriate, based on criteria established in The Regents' investment policy. The Treasurer will provide periodic reports on the Core Funds to The Regents and make performance information available to Participants.
- (b) *403(b)(7) Funds*. 403(b)(7) Funds includes Mutual Funds that are part of fund families previously authorized by The Regents as Investment Options under the Plan other than any such funds that are part of the Core Funds menu or Brokerage Window Option. The fund families have been retained as Investment Options following the conversion to an external Record Keeper effective July 1, 2005

as an accommodation to Participants. Each 403(b)(7) Fund in this group is made available for retirement investing by its management company. The Treasurer does not monitor the individual performance of 403(b)(7) Funds and makes no qualitative assessment as to any fund option in this group.

- (c) *Brokerage Window Option*. The Treasurer does not review the performance of any Brokerage Window Option.

ARTICLE 6 WITHDRAWALS

6.01

HARDSHIP WITHDRAWALS

Subject to paragraphs (b)(1) – (5) below, a Participant whose Settlement Date has not yet occurred may request a hardship withdrawal from his or her Accumulations by submitting a request to the Plan Administrator at the time and in the form determined by the Plan Administrator. A Participant's request for a hardship withdrawal shall include evidence deemed necessary by the Plan Administrator. Such request must be made under procedures established by the Plan Administrator, subject to the following terms and conditions:

- (a) A Participant may withdraw all or any portion of his or her 403(b) Contributions (but not any earnings thereon);
- (b) A hardship withdrawal may be made only on account of one of the following immediate and heavy financial needs of a Participant:
 - (1) Expenses for medical care described in Code Section 213(d) previously incurred by the Participant, the Participant's Spouse, or any dependents of the Participant (as defined in Code Section 152 without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)) or necessary for these persons to obtain medical care described in Code Section 213(d);
 - (2) Purchase (excluding mortgage payments) of the principal residence of the Participant;
 - (3) Payment of the next twelve (12) months of post-secondary tuition expenses and room and board expenses for the Participant, the Participant's Spouse, or the Participant's dependents;
 - (4) Prevention of the eviction of the Participant from the Participant's principal residence or prevention of the foreclosure on the mortgage on the Participant's principal residence; and
 - (5) Other events provided for in revenue rulings, notices or other documents of general applicability published by the Commissioner of Internal Revenue.

- (c) A hardship withdrawal may not be in excess of the amount necessary to satisfy the immediate and heavy financial need of the Participant. For this purpose, a distribution is not necessary to the extent the need may be satisfied from other resources reasonably available to the Participant, including:
- (1) Reimbursement or payment by insurance or other sources;
 - (2) The reasonable liquidation of assets, provided that the liquidation itself would not cause an immediate heavy financial need;
 - (3) The cancellation of elective deferrals as described in subsection (f) below under:
 - (A) This Plan; and
 - (B) The University of California 457(b) Deferred Compensation Plan.
 - (4) The cancellation of After-Tax Voluntary Contributions to the University of California Defined Contribution Plan;
 - (5) Loans, including commercial loans and/or loans available from this Plan or any other plan maintained by the University; and
 - (6) Withdrawal of eligible monies from the University of California Defined Contribution Plan, and, to the extent applicable, this Plan.
- (d) In accordance with rules and procedures the Plan Administrator may establish, the amount of a hardship withdrawal may include the amount necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal.
- (e) The amount to fund the withdrawal shall be withdrawn as described in Plan Regulations.
- (f) The Participant may not make:
- (1) Normal Deferrals, Age-Based Deferrals or Special Catch-Up Deferrals to this Plan; or
 - (2) Normal Deferrals, Age-Based Deferrals or Traditional Catch-Up Deferrals to the University of California 457(b) Deferred Compensation Plan; or
 - (3) After-Tax Voluntary Contributions to the University of California Defined Contribution Plan
- for six (6) months after approval of the hardship withdrawal.

(g) The Plan Administrator may rely on a Participant's written representation as to the satisfaction of the requirements of paragraphs (c)(1) – (5) above.

6.02

OTHER WITHDRAWALS

A Participant who has not reached his or her Settlement Date may withdraw all or part of any Accumulations attributable to salary reduction contributions and Rollover Contributions, plus interest and earnings, that were invested in UC Funds as of December 31, 1988 at any time, provided the request is supported by appropriate documentation.

ARTICLE 7 DISTRIBUTIONS

7.01 TIMING

A Participant may request a distribution of his or her Accumulations at any time on and after the Participant's Settlement Date, subject to the timing requirements outlined in the Plan Regulations and the Required Beginning Date provisions. All requests for a distribution shall be made at the time and in the manner provided by the Plan Administrator. If a Participant who has had a Severance from Employment returns to employment as an Eligible Employee, the Participant shall not be eligible to take a distribution other than as provided in Article 6 until he or she again severs from employment or otherwise attains his or her Settlement Date subject to the provisions of Section 7.03.

Distributions made on and after a Participant's Settlement Date, except distributions payable in connection with minimum required distributions, are payable as follows:

- (a) Direct Rollovers, full or partial;
- (b) Partial distributions;
- (c) Single sum distributions;
- (d) Periodic payments over a specified term that meets the requirements of Code Section 401(a)(9);
- (e) Systematic withdrawals in the amount and number specified by the Participant; or
- (f) A third-party annuity in which case all rights and obligations with respect to Plan benefits shall transfer to the third-party insurer.

All distributions shall be made in accordance with the requirements set forth in the Plan Regulations, including but not limited to any limitations on the frequency and number of withdrawals permitted in any time period.

A Participant who has had a Severance from Employment may not take a partial distribution of his or her Accumulations if the balance of Accumulations remaining in the Plan will be less than \$2,000.

7.02

SMALL ACCOUNTS

(a) Severance from Employment on and after January 1, 2006

If a Participant has a Severance from Employment on or after January 1, 2006, and the value of the Participant's Accumulations, determined as of the date of severance, is less than \$2,000, the Participant's Accumulations will be distributed as directed by the Participant as soon as administratively possible, consistent with the applicable notice and consent requirements and the Plan terms. If the Participant fails to provide timely directions, the following provisions shall apply:

- (1) If the value of the Participant's Accumulations is \$1,000 or less, the Participant's Accumulations shall be paid to the Participant at the Participant's address of record in a single sum consistent with the applicable notice requirements.
- (2) If the value of the Participant's Accumulations is more than \$1,000, but less than \$2,000, the Participant's Accumulations shall be transferred to an IRA custodian or trustee selected by the Plan Administrator to be held on behalf of the Participant consistent with the applicable notice requirements.
- (3) If the Participant cannot be located, the Participant's Accumulations will continue to be held in the Plan subject to the procedures regarding missing Participants described in Section 7.08.

(b) Severance from Employment on and after July 1, 2005 and before January 1, 2006

If a Participant has a Severance from Employment on or after July 1, 2005, and before January 1, 2006, and the value of the Participant's Accumulations, determined as of the date of severance, is less than \$2,000, the Participant's Accumulations will be distributed as directed by the Participant as soon as administratively possible, consistent with the applicable notice and consent requirements and the Plan terms. If the Participant fails to provide timely directions, the Participant's Accumulations will be paid to the Participant in a single

sum at the Participant's address of record consistent with the applicable notice requirements. If the Participant cannot be located, the Participant's Accumulations will continue to be held in the Plan subject to the procedures regarding missing Participants described in Section 7.08.

(c) Severance from Employment Prior to July 1, 2005

If a Participant had a Severance from Employment prior to July 1, 2005, and the value of the Participant's Accumulations was less than \$2,000, the Participant's Accumulations shall be paid to the Participant at the Participant's address of record in a single sum consistent with the applicable notice requirements. If the Participant failed to provide timely directions for distribution of his or her Accumulations or confirm his or her address of record, the Participant's Accumulation shall be maintained and distributed as described in Section 7.08(c).

7.03

MINIMUM REQUIRED DISTRIBUTIONS

Distribution of the balance of a Participant's Accumulations shall be made in accordance with the minimum required distribution provisions of Code Section 401(a)(9), the related Treasury Regulations and the applicable Plan Regulations, commencing at a Participant's Required Beginning Date. The Plan Regulations may provide for rules that require greater distributions than those imposed by the Treasury Regulations. If a Participant or Beneficiary has not received distributions from the Plan in a given Year in an amount at least equal to the minimum required distribution, the difference between the minimum required distribution and the amount distributed shall be issued to him or her that Year.

7.04

DISTRIBUTIONS TO DESIGNATED PAYEES

If the amount currently payable to a Designated Payee under an approved DRO is in the form of a single sum, and the Designated Payee is an Eligible Employee, the award may be retained in the Plan, at the Designated Payee's election, for the Designated Payee's benefit, and the Designated Payee shall thereupon be treated as a Participant if not already a Participant.

7.05

DIRECT ROLLOVERS

A Participant, Beneficiary (other than a designated nonspouse

Beneficiary) or Alternate Payee who is entitled to receive a distribution under the Plan that constitutes an Eligible Rollover Distribution may direct that such distribution be paid as a Direct Rollover to the trustee or custodian of an Eligible Retirement Plan that accepts Direct Rollovers. Effective for distributions made on and after January 1, 2007, if a Direct Rollover is made to an Eligible Retirement Plan described in Section 2.13(d) or Section 2.13(e) (and, for distributions made on and after January 1, 2008, Section 2.13(g)) established to receive the distribution on behalf of a designated nonspouse Beneficiary, such plan will be treated as an inherited retirement plan, and the amount transferred will be treated as an Eligible Rollover Distribution for the purposes described in Code Section 402(c).

7.06

DESIGNATION OF BENEFICIARY

Each Participant may designate any person or persons (who may be designated concurrently or contingently) as the Participant's designated Beneficiary, to whom the Participant's benefits are to be paid if the Participant dies before the Participant receives all of the Participant's Accumulations. A Beneficiary designation must be made in the manner and in accordance with procedures established by the Plan Administrator and must be received by the Plan Administrator prior to the Participant's death.

If a Beneficiary is not designated by a Participant in accordance with this Section (or if the designation is ineffective), then the Beneficiary shall be determined under the hierarchy set forth in Section 2.04.

A deceased Participant's Beneficiary who is eligible to remain in the plan may designate a Beneficiary to receive any money remaining in the Plan upon the Beneficiary's death.

7.07

DEATH BENEFITS

Payment to a Beneficiary shall be made in a lump sum. Alternatively, and subject to the restrictions on Small Accounts described in Section 7.02 as applied to the Accumulations held on behalf of the Beneficiary, a Beneficiary may elect to have his or her share of the Accumulations applied to purchase an annuity from a third-party insurer, in which case all rights and obligations with respect to such Plan benefits shall transfer to the third-party insurer. If the Beneficiary is the surviving Spouse of the Participant, the Spouse may elect to have a Direct Rollover of all or part

of the Accumulations payable to the Spouse that constitute an Eligible Rollover Distribution made to an Eligible Retirement Plan. Effective for distributions made on and after January 1, 2007, if the Beneficiary is a designated nonspouse beneficiary of the Participant, the Beneficiary may elect to have a Direct Rollover made of all or part of the Accumulations payable to the Beneficiary that are treated as an Eligible Rollover Distribution made to an Eligible Retirement Plan described in Section 2.13(d) or Section 2.13(e) (and, for distributions made on and after January 1, 2008, Section 2.13(g)). If the Beneficiary of a Beneficiary fails to provide distribution instructions within nine (9) months of the death of the Participant's Beneficiary, payment will be made to the Beneficiary's Beneficiary in a single sum distribution.

Distributions of death benefits shall be subject to Plan Regulations and the minimum distribution requirements of Code Section 401(a)(9) and the related Treasury Regulations.

7.08

DUTY TO KEEP PLAN ADMINISTRATOR INFORMED

(a) Participant's Responsibility

Each Participant, and after the death of a Participant, each of the Participant's designated Beneficiaries, must file his or her current mailing address and each change to that address with the Plan Administrator in the manner designated by the Plan Administrator. Any communication, statement or notice addressed to a Participant or the Participant's Beneficiary at the last mailing address filed with the Plan Administrator shall be binding on the Participant or the Participant's Beneficiary for all purposes of the Plan. If the Participant, or the Participant's Beneficiary, fails to file an address with the Plan Administrator, then the last known address of Participant, or the Participant's Beneficiary, as shown in the Plan Administrator's records, shall be binding on the Participant or Participant's Beneficiary for all purposes of the Plan.

(b) Missing Participants' Accumulations

Notwithstanding the duty of a Participant to keep the Plan Administrator informed of his or her current address, if the Plan Administrator determines that a Participant who has had a Severance from Employment cannot be located, the Plan Administrator shall consider the Participant to be missing, and shall institute efforts to locate the Participant. Such efforts may include,

but are not limited to, the use of external vendor services and the letter forwarding programs sponsored by the Internal Revenue Service and the Social Security Administration. The type and extent of the Plan Administrator's efforts shall take into account the value of the Participant's Accumulations relative to the cost of the location efforts.

Any charges associated with the cost of attempting to locate a missing Participant shall be treated as a Plan expense and shall be charged against Plan funds. Alternatively, the Plan Administrator may authorize the cost of location efforts to be charged directly against the Accumulations of a missing Participant to the extent consistent with applicable law and guidance from the Internal Revenue Service.

(c) Severance from Employment Prior to July 1, 2005

The following provisions apply to a Participant who had a Severance from Employment prior to July 1, 2005, and failed to provide timely directions for distribution of his Accumulations or confirm his or her address of record.

- (1) If the value of the Participant's Accumulations, determined as of June 30, 2005, is less than \$50, the Participant's Accumulations will be forfeited and credited to a Forfeiture and Reinstatement Account as of July 1, 2005. Funds in the Forfeiture and Reinstatement Account will be used to restore a Participant's previously forfeited Accumulations and to defray reasonable expenses of Plan administration. If the Participant or the Participant's Beneficiary subsequently files a valid claim for the Participant's Accumulations, under procedures established by the Plan Administrator, the Participant's Accumulations, plus interest (as described in the Plan Regulations), shall be paid to the claimant in a single sum as soon as administratively possible consistent with the applicable notice requirements.
- (2) If the value of the Participant's Accumulations, determined as of June 30, 2005, is \$50 or more but less than \$2,000, the Investment Options in which such Accumulations are invested shall be liquidated as of July 1, 2005, and the total value of all such Participant's Accumulations shall be invested in the UC Savings Fund on all such Participant's behalf. The proportionate value of each Participant's Accumulations shall be credited to an account established for the Participant, and the balance shall be

credited with interest as of the last day of each calendar month at the rate of interest defined in the Plan Regulations. The Plan Administrator shall attempt to locate the Participant using the methods described in Section 7.08(b) above. If the Participant subsequently files a valid claim for his or her Accumulations under procedures established by the Plan Administrator, the Participant's Accumulations shall be paid to the claimant as soon as administratively possible.

- (3) If a Participant described in Section 7(c)(2) has Accumulations with a value of \$1,000 or more as of October 23, 2008, and fails to provide directions for the distribution of such Accumulations despite the Plan Administrator's efforts, the Participant's Accumulations will be transferred, consistent with the applicable notice requirements, to an IRA custodian or trustee selected by the Plan Administrator to be held on behalf of the of the Participant.

7.09

FACILITY OF PAYMENT

When a person entitled to benefits under the Plan is under legal disability or, in the Plan Administrator's opinion, is in any way incapacitated so as to be unable to manage the person's financial affairs, the Plan Administrator may pay the benefits to such person's legal representative, or the Plan Administrator may direct the application of such benefits for the benefit of such person. Any payment made in accordance with the preceding sentence shall be a full and complete discharge of any liability for such payment under the Plan.

ARTICLE 8 LOANS

8.01

TERMS AND CONDITIONS OF LOANS

The Plan Administrator may (pursuant to such rules as the Plan Administrator may establish, which rules are hereby incorporated into and made a part of the Plan) approve a loan to a Participant, subject to the following terms and conditions:

- (a) Each loan shall be in the form of a primary residence loan or a general purpose loan. A “primary residence loan” is a loan that is to be used to purchase a dwelling unit that, within a reasonable time (as determined at the time the loan is made), is to be used as the Participant’s principal residence. A “general purpose loan” is a loan that is not a primary residence loan.
- (b) Each loan shall be evidenced by a note in a form furnished by the Plan Administrator and shall bear interest at the rate that is in effect on the date of the loan. The interest rate in effect on the date of the loan shall be determined in accordance with Plan Regulations. The interest rate established for a loan shall not be adjusted during the repayment period, except as may be required by the Servicemembers Civil Relief Act. Each loan shall require substantially level amortization over the term of the loan, pursuant to Plan Regulations.
- (c) A Participant’s Accumulations shall be assessed a non-refundable loan initiation fee for each loan. The Participant’s Accumulations shall also be assessed ongoing maintenance fees during the term of the loan, pursuant to Plan Regulations.
- (d) A loan may not be made to a Participant after the Participant’s Severance from Employment. If a Participant has a Severance from Employment after the Participant has requested a loan, but before the loan is actually made to the Participant, the Participant’s request shall automatically be cancelled. No loans will be made to Beneficiaries or to Alternate Payees.

- (e) A Participant may have no more than one (1) primary residence loan and no more than one (1) general purpose loan outstanding at any time from this Plan and any other University-sponsored defined contribution plan. A Participant may receive only one (1) primary residence loan or one (1) general purpose loan every twelve (12) months.
- (f) Each loan to a Participant from this Plan shall be secured by a pledge of all or a portion of the Participant's Accumulations under this Plan.
- (g) Upon a Participant's Severance from Employment, Participant has the option of either:
 - (1) Paying his or her existing loan in full, or
 - (2) Continuing to make repayments under procedures established by the Plan Administrator.

All loans processed prior to July 1, 2005 shall be administered under the terms and conditions of the Plan in effect prior to July 1, 2005.

8.02

AMOUNT OF LOANS

The maximum amount of any loan made to a Participant, when added to the outstanding balance of all other loans made to the Participant under this Plan and any other plan maintained by the University, shall not exceed the lesser of (a) or (b) below where (a) is:

\$50,000, reduced by the excess (if any) of:

- (1) The highest outstanding balance of loans from this Plan and any other plan maintained by the University during the one-year period ending on the day before the date on which such loan(s) was/were made, minus
- (2) The current outstanding loan balance(s) of all loans from this Plan and any other plan maintained by the University on the date such loan(s) was/were made;

and (b) is:

- (1) If the combined total value of the Participant's Accumulations in this Plan and his or her accumulations in the other Retirement Savings Program plans is \$20,000 or less, excluding any outstanding loan balance, the amount that is equal to the lesser of \$10,000 or one hundred percent (100%) of the Participant's Accumulations in this Plan, excluding any outstanding loan balance in this Plan; and

- (2) If the combined total value of the Participant's Accumulations in this Plan and his or her accumulations in the other Retirement Savings Program plans is more than \$20,000, excluding any outstanding loan balance, the amount that is equal to the lesser of the combined total value or one hundred percent (100%) of the Participant's Accumulations in this Plan, excluding any outstanding loan balance in this Plan.

The principal amount of any loan made to a Participant shall not be less than \$1,000.

8.03

SOURCES FOR LOANS

A loan to a Participant shall be made by liquidating and converting to cash the applicable portion of Investment Options in the Participant's Accumulations in the order specified by the Participant.

8.04

REPAYMENT OF LOANS

- (a) Each loan that is a general purpose loan shall specify a minimum repayment period of one year to a maximum repayment period of five (5) years. However, the repayment period selected shall not result in monthly payments of less than \$50. Each loan that is a primary residence loan shall specify a repayment period that shall not exceed fifteen (15) years.
- (b) Regular loan payments must be made as follows:
 - (1) All Participants must make loan payments by an after-tax payroll deduction pursuant to payroll procedures, as described in the Plan Regulations, except that:
 - (2) A Participant who has had a Severance from Employment must either pay his or her loan in full or must make payments under procedures established by the Plan Administrator.
- (c) As payments are made with respect to a loan, the unpaid balance of such loan shall be reduced. Payments of principal and interest shall be credited to the Participant's Accumulations and invested in accordance with the Participant's current investment elections.
- (d) A Participant on an approved leave of absence shall make loan payments by electronic funds transfer or such other means approved by the Plan Administrator. Participants on military leaves of absence qualifying under the Uniformed Services Employment and Reemployment Rights Act as required by Code Section 414(u)(4) shall have loan payments suspended, pursuant to Plan

Regulations, or if they wish to continue to make loan payments during their military leave, they may do so by electronic funds transfer or such other means approved by the Plan Administrator.

- (e) Participants may repay without penalty all or any portion of the outstanding principal amount of a loan at any time.
- (f) All outstanding *de minimis* loan amounts shall be subject to procedures as outlined in Plan Regulations.

8.05

UNPAID LOANS

If a Participant fails for any month to timely repay any portion of the outstanding balance on a loan made to the Participant (and accrued interest thereon) in accordance with the terms of the loan, the Participant shall have ninety (90) days to pay the amount then owing. If such payment is not made, the loan shall be considered in default.

Loans in default shall be handled under uniform rules established by the Plan Administrator as follows:

The unpaid principal balance of the promissory note shall immediately become due and payable. Such unpaid principal, plus any accrued but unpaid interest shall be deemed distributed to the Participant and shall be offset against the Participant's Accumulations on the Participant's Settlement Date (or immediately, if the Settlement Date has already occurred) after all other adjustments required under the Plan have been made, but before any other distribution.

If a Participant's Settlement Date has not occurred, then the Participant who has a loan in default shall not be eligible to obtain further loans from the Plan while such loan is in default.

If a Participant has a loan in default and cures the loan within the allotted time period for the curing of such default, Participant will not be eligible to make a new loan for a period of one hundred eighty (180) calendar days after the cure of the default.

ARTICLE 9 GENERAL PROVISIONS

9.01

INTERESTS NOT TRANSFERABLE

Except as otherwise specifically provided for in this Plan, the rights of a Participant or Beneficiary may not be sold, assigned, pledged, committed, transferred or otherwise conveyed, and any attempt to assign or transfer rights or benefits under the Plan shall not be recognized. Except as otherwise required by law, the rights of a Participant or Beneficiary under the Plan shall not be subject to attachment, garnishment, or execution, or to transfer by operation of law in the event of bankruptcy or insolvency of the Participant or Beneficiary or otherwise. Notwithstanding the foregoing, the Plan Administrator will comply with any judgment, decree or order that establishes the right of another person to all or part of a Participant's Accumulations as described in Article 12.

9.02

NO EMPLOYMENT RIGHTS

The Plan does not constitute a contract of employment, and participation in the Plan shall neither give any employee the right to be retained in the employ of the University nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

9.03

WAIVER OF NOTICE

Any notice required under the Plan may be waived by the person entitled to such notice.

9.04

CONTROLLING LAW

To the extent not superseded by the laws of the United States, the laws of California (without regard to its choice of law principles) shall be controlling in all matters relating to the Plan.

9.05

SEVERABILITY

In case any provision of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such illegal and invalid provision had never been set forth in the Plan.

9.06

NUMBER

Where the context admits, words in the plural include the singular, and the singular includes the plural.

9.07

FORM OF ELECTIONS, ETC.

Notwithstanding anything contained in the Plan to the contrary, any election, request, deferral, claim designation, or other action permitted or required to be made by a Participant or Beneficiary under this Plan shall be made at the time and in the form and manner required by the Plan Administrator.

ARTICLE 10 ADMINISTRATION OF THE PLAN

10.01 AUTHORITIES

The Regents has broad oversight responsibility for the administrative and investment functions of the Plan.

- (a) The President of the University shall serve as Plan Administrator of the Plan except to the extent the duties of the Plan Administrator are delegated under University policies and procedures to another individual, in which case such individual shall serve as the Plan Administrator with respect to the delegated duties. The Plan Administrator shall promulgate such Plan Regulations and interpretations as are reasonable or necessary for the effective operation of the Plan, except for the custodianship and investment of the assets of the Plan.

The Plan Administrator has full discretionary authority to administer the Plan on a day-to-day basis. The Plan Administrator may designate other persons to assist in performing such administrative duties, including, but not limited to, agents, accountants, counsel, consultants and record keepers. The Plan Administrator shall have the authority to make appropriate amendments to the Plan in order to accommodate changes in the Code and Treasury Regulations to preserve the tax-advantaged status of the Plan under the Code. The Plan Administrator shall also have the authority to make appropriate amendments to the Plan in order to comply with changes in California State law. The Plan Administrator shall inform The Regents of any such change as soon as possible. The Plan Administrator also shall have authority to make Plan amendments to reflect the details of operational procedures. Such amendments shall not include any policy changes.

The Plan Administrator shall, in its sole and absolute discretion, construe and interpret the terms and conditions of the Plan and any issue arising out of, relating to, or resulting from the administration and operation of the Plan, which interpretation or construction shall be final and binding on all parties, including, without limitation, any Participant or Beneficiary. When making a determination or

calculation, the Plan Administrator shall, in its sole and absolute discretion, be entitled to rely upon information furnished by the University, Participants and Beneficiaries or other individuals acting on their behalf.

It is the intent of the Plan Administrator to apply Plan provisions equally to all eligible Participants without discrimination among them. No employee or agent of the University has the authority to modify this Plan or to make representations, warranties, or inducements other than as set forth in this Plan and the applicable Plan Regulations. Any such representations, warranties, or inducements shall be null and void.

- (b) The Treasurer has primary authority for maintaining the Investment Options. The Treasurer shall serve as custodian of the assets of the UC Funds, provided, however, that the Treasurer may redelegate its duties as custodian to an entity that satisfies the requirements of Code Section 408(n). The custodian shall hold all assets of the Plan under its control for the benefit of Participants and their Beneficiaries.

10.02

ANNUAL REPORT

The Plan Administrator shall make an annual report to The Regents and to the Participants. Each Participant shall be provided with a periodic statement on the status of the Participant's Accumulations.

10.03

COSTS OF ADMINISTRATION

The costs of administration of the Plan shall be paid from the assets of the Plan to the extent they are deemed reasonable expenses by the Plan Administrator. Such expenses shall include, but are not limited to, expenses for professional, legal, accounting, record keeping, and investment services. In addition, the Plan Administrator may authorize certain costs to be charged directly against a Participant's or Beneficiary's Accumulations, consistent with applicable law and guidance from the Internal Revenue Service.

10.04

PLAN FIDUCIARIES

The Regents, the Plan Administrator, and the Treasurer shall be considered Plan fiduciaries and shall discharge their respective duties

as set forth in this Plan solely in the interest of the Participants and their Beneficiaries:

- (a) For the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) In accordance with this Plan insofar as the Plan is consistent with the provisions of applicable law.

Such fiduciaries shall not permit the indicia of ownership of any assets of the Plan to be maintained outside the jurisdiction of the District Courts of the United States, except as described under Section 404 of the Employee Retirement Income Security Act of 1974.

10.05

COMMUNICATIONS SENT TO PARTICIPANTS

All notices or communications to a Participant, or to a Participant's Beneficiary if the Participant has died, shall be effective when sent by first class United States mail if in writing to the Participant's or Beneficiary's last known address or when conveyed to a Participant or Beneficiary by electronic means that meet standards substantially the same as the standards in Treasury Regulations Section 1.402(f). The Plan Administrator and The Regents shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any notices, communications, or instructions issued in writing or when conveyed to a Participant or Beneficiary by electronic means that meet standards substantially the same as the standards in Treasury Regulations Section 1.402(f).

10.06

CLAIMS PROCEDURE

If a Participant's or Beneficiary's request for benefits is not resolved at the Record Keeper level, a Participant or Beneficiary may submit a written claim for benefits under the Plan to the Plan Administrator. Claims for benefits shall include all pertinent information requested by

the Plan Administrator including reasonable proof of the validity of the claim.

Claims for benefits must be made in accordance with procedures established by the Plan Administrator.

Each claim for benefits shall be acted upon and approved or disapproved within ninety (90) days following its receipt by the Plan Administrator.

If any claim for benefits is denied by the Plan Administrator, in whole or in part, the Plan Administrator shall notify the Participant or Beneficiary in writing of such denial and of the Participant's or Beneficiary's right to a claims review by the Plan Administrator. The written notice shall also set forth specific reasons for the denial, specific references to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the applicant to perfect the claim, an explanation why such material or information is necessary, and an explanation of the Plan's review procedure. If the Plan Administrator fails to act within the 90-day period specified above, the Participant or Beneficiary may assume that the claim for benefits has been denied.

10.07

CLAIMS REVIEW PROCEDURE

Any Participant, or the Participant's duly authorized representative, or the Participant's Beneficiary if the Participant has died, whose application for benefits is denied in whole or in part as described in Section 10.06, may request that the Plan Administrator review the decision by submitting a written statement to the Plan Administrator within sixty (60) days after receiving written notice from the Plan Administrator of the denial of the claim.

The written statement must:

- (a) Request a review of the application for benefits by the Plan Administrator;
- (b) Set forth all of the reasons upon which the request for review is based and any facts in support thereof; and
- (c) Set forth any issues or comments which the Participant or Beneficiary deems relevant to the application.

The Plan Administrator shall act upon each such application within sixty (60) days (unless circumstances require a longer period) after either receipt of the Participant's or Beneficiary's request for review or receipt of any additional materials reasonably requested by the Plan Administrator from such Participant or Beneficiary, whichever occurs later.

The Plan Administrator shall make a full and fair review of each such application and any related written materials submitted by the Participant, the Beneficiary or the University. The Plan Administrator may require the University, the Participant or the Beneficiary to submit within thirty (30) days after a written notice by the Plan Administrator, such additional facts, documents, or other evidence as is deemed necessary or advisable in the sole discretion of the Plan Administrator in making such a review. On the basis of the review, the Plan Administrator shall make an independent determination of the Participant's or Beneficiary's eligibility for benefits under the Plan. The decision of the Plan Administrator on any application for benefits shall be final and conclusive upon all persons. If the Plan Administrator denies an application, in whole or in part, the Plan Administrator shall give written notice of the decisions to the Participant or Beneficiary setting forth the specific reasons for such denial and specific references on which the decisions are based. Such written notice shall be given within one hundred twenty (120) days of the date the appeal was filed, unless circumstances require a longer period.

10.08

CORRECTION OF ERRORS

If an error or omission is discovered in the administration of the Plan, including but not limited to an error or omission in the amount of deferrals, the Plan Administrator shall take such equitable action as may be necessary or appropriate to correct the error consistent with guidance from the Internal Revenue Service. Any overpayment of benefits from this Plan shall be returned to the Plan Administrator immediately on demand by the Plan Administrator. The Plan Administrator may take all necessary or appropriate action, including but not limited to filing suit, to recover overpayments of benefits under the Plan. Overpayments may be set off against subsequent benefit payments owed under the Plan. Additionally, any person who receives or holds any overpayments shall hold such amounts in trust for the benefit of the Plan Administrator.

10.09

INFORMATION PROVIDED

Each Participant, Beneficiary, Alternate Payee and Other Payee shall provide the Plan Administrator, on a timely basis, with such information as the Plan Administrator requests and that is necessary or appropriate for the administration of the Plan.

ARTICLE 11 REVISION AND TERMINATION

11.01 REVISION AND TERMINATION

The Regents may at any time revise or terminate the Plan.

ARTICLE 12 DOMESTIC RELATIONS ORDERS

12.01 DOMESTIC RELATIONS ORDERS

Effective January 1, 2005, the limitations of Section 9.01 will not apply to any DRO that (i) is a QDRO or (ii) creates or recognizes the existence of an Other Payee's right to, or assigns to an Other Payee the right to, receive all or part of a Participant's Accumulations consistent with the applicable provisions of California law governing domestic partnerships and the terms of the Plan. In no event will any part of a Participant's Accumulations be distributed prior to a Participant's Settlement Date to an Other Payee pursuant to a DRO approved under this Article 12.

When the Plan Administrator receives a DRO, the Plan Administrator shall:

- (a) Notify the Participant and each Designated Payee named in the DRO of the receipt of the DRO and provide an explanation of the Plan procedures for determining whether the DRO is approved under this Section; and
- (b) Determine whether the DRO is approved under this Article 12 under the applicable Plan procedures.

A Participant's right to receive benefits under the Plan shall be reduced to the extent that any portion of a Participant's Accumulations have been paid or set aside for payment to a Designated Payee pursuant to this Article 12 or to the extent that the Plan is otherwise subject to a binding judgment, decree or order for the attachment, garnishment, or execution of any portion of the Participant's Accumulations or of any distributions from such Accumulations.

A domestic relations order shall not be considered a QDRO with respect to this Plan if it is inconsistent with the provisions of the Plan.

APPENDIX A

UCSF STANFORD HEALTH CARE

This Appendix, as amended, applies to the creation of UCSF Stanford Health Care (UCSF SHC), utilizing assets of the University of California San Francisco Medical Center (UCSF) and Stanford University Health Services (the "transaction"), and the subsequent dissolution of UCSF SHC. As a result of the creation of UCSF SHC, certain UCSF employees terminated employment from the University and were hired at UCSF SHC. As a result of the dissolution of UCSF SHC, some former UCSF SHC employees may have certain rights described in Sections 8-11 below.

1. SCOPE

Sections 2-7 of this Appendix set forth those separate provisions of the Plan which apply only to Participants described in Section 2 of this Appendix. Section 8-11 of this Appendix shall apply only to Participants described in Section 8 of this Appendix. All provisions of the Plan shall apply to Participants described in Sections 2 and 8 of this Appendix except as otherwise provided by this Appendix.

2. ELIGIBILITY FOR SECTIONS 2-7 – THE TRANSACTION

For purposes of Sections 2-7 of this Appendix, an eligible Participant is one who:

- (a) Ceases to be a University employee as a result of the transaction; and
- (b) Becomes an employee of UCSF SHC within thirty (30) days of such termination with duties substantially similar to the Participant's duties at UCSF.

3. SEPARATION FROM SERVICE

A Participant described in Section 2 of this Appendix shall not be deemed to have had a "separation from service" from the University within the meaning of Code Section 403(b)(11) prior to amendment by the Economic Growth and Tax Relief Reconciliation Act of 2001 solely as a result of the events described in Section 2 above.

4. BREAK IN SERVICE

A Participant described in Section 2 shall be deemed to have experienced a break in service with the University upon termination of employment with the University, which shall cause such Participant's participation to be treated as an inactive.

5. HARDSHIP WITHDRAWALS

A Participant described in Section 2 shall be eligible to take Hardship Withdrawals (prior to incurring a separation from service) pursuant to Plan Article 6.

6. TRANSFER

At any time following termination of University employment (but prior to the dissolution of UCSF SHC on March 31, 2000), and in accordance with administrative procedures, a Participant described in Section 2 may elect to transfer all or any portion of Accumulations (including outstanding loans) to an annuity contract described in Code Section 403(b), and sponsored by the UCSF SHC (Tax-Deferred Annuity Plan, hereafter referred to as the "UCSF SHC TDA Plan") and containing restrictions on withdrawals substantially identical to the restrictions described in Plan Section 4.01(b) as in effect at the transfer date.

If the sum of a Participant's Accumulations other than those invested in 403(b)(7) Funds as of termination of University employment is less than \$2,000, such Participant shall be required to transfer the entire amount of Accumulations to the UCSF SHC TDA Plan. In addition, a Participant may not make a partial transfer if the balance of Accumulations on deposit in the Plan after such transfer would be less than \$2,000. A Participant who elects to transfer an outstanding loan to the UCSF SHC TDA Plan shall also be required to transfer all Accumulations, other than those invested in 403(b)(7) Funds, in the funds from which the loan(s) was taken.

7. LOANS

Outstanding loan balances which are not transferred to the UCSF SHC TDA Plan shall be subject to the following provisions:

- (a) A Participant with an outstanding loan who has a separation from service shall have ninety (90) days from the date of the separation from service to repay the outstanding loan in full. If repayment in full is not received within the 90-day period, the

Participant shall be deemed to have elected a withdrawal equal to the outstanding principal amount of the loan as of the last day of the 90-day period.

- (b) A Participant who retires from a retirement plan or system to which the University contributes prior to repayment in full of an outstanding loan, may elect within ninety (90) days after the retirement date from that plan, to continue monthly installment payments in accordance with Plan Regulations or to repay the loan in full provided that the Participant has not elected to receive a monthly retirement benefit under this Plan. If no such election is made or if the Participant elects to receive a monthly retirement benefit, the Participant shall be deemed to have elected a withdrawal equal to the outstanding principal amount of the loan as of the last day of the 90-day period or as of the retirement date under this Plan, as appropriate. A Participant who separates from the University and elects a lump sum cashout from the University of California Retirement Plan (UCRP) is not considered retired under UCRP and is not eligible to make this election.

8. UCSF SHC DISSOLUTION

UCSF SHC was dissolved, effective for most employees, on March 31, 2000. Certain accounts attributable to North Site Employees (as defined in Section 9 below) under the UCSF Stanford Health Care Retirement Plan, or any successor plan (UCSF SHC Retirement Plan) and the UCSF SHC TDA Plan, or any successor plan, were transferred to this Plan, subject to the terms of this Appendix A, Sections 8-11.

9. NORTH SITE EMPLOYEE

“North Site Employee” means any individual who:

- (a) Was employed by UCSF SHC at the UCSF Medical Center/Mount Zion location, the UCSF Medical Center/Moffitt Long location and related faculty practice, clinic, home care and outreach operations on either their last day of employment at UCSF SHC or March 31, 2000; or
- (b) Worked at the Executive Park USHC corporate office if identified as a North Site Employee by agreement between The Regents and Stanford Hospital and Clinics.

10. TRANSFER OF ACCOUNTS

UCSF SHC Retirement Plan and/or the TDA Plan accounts attributable to North Site Employees were transferred to this Plan as follows:

- (a) UCSF SHC Retirement Plan and/or TDA Plan accounts at Fidelity Investments ("Fidelity") as of December 31, 2003 were automatically transferred to this Plan effective December 31, 2003 except:
 - (i) Any UCSF SHC TDA account with an outstanding loan; or
 - (ii) Any UCSF SHC Retirement Plan account which includes after-tax contributions.
- (b) UCSF SHC TDA Plan accounts at Fidelity with outstanding loans will be automatically transferred to this Plan after the outstanding loan is repaid or eliminated from the account [see Section 11 below].
- (c) UCSF SHC Retirement Plan and/or TDA Plan accounts invested with the Teachers Insurance and Annuity Associations – College Retirement Equities Fund ("TIAA-CREF") shall not be transferred to this Plan.
- (d) UCSF SHC Retirement and/or TDA Plan accounts transferred from TIAA-CREF to Fidelity after December 31, 2003 will subsequently be transferred to this Plan [see Section 11 below].

Only transfers permitted by the UCSF SHC Retirement Plan or the UCSF SHC TDA Plan shall be transferred to this Plan.

11. TIMING AND PROCEDURES

Although the University expects most of the transfers described in Section 10 above shall occur by December 31, 2003, the transfers of accounts from the UCSF SHC Retirement Plan and the UCSF SHC TDA Plan shall be made as of the date elected by the University and shall be made in accordance with procedures adopted by the University.

APPENDIX B

SENIOR MANAGEMENT SUPPLEMENTAL BENEFIT PROGRAM

The terms of the Plan are modified, effective December 1, 2005, by the provisions of Appendix B and Exhibits B-1 and B-2, as set forth below. All terms and conditions of the Plan apply to contributions made in accordance with Appendix B and Exhibits B-1 and B-2 and related earnings except to the extent any such terms contradict the provisions of Appendix B and Exhibits B-1 and B-2, as determined by the Plan Administrator in the Plan Administrator's sole discretion. The benefit accrued under the Retirement Savings Program plans that is attributable to the monthly and/or annual employer contributions described in this Appendix B, and similar appendices to the other Retirement Savings Program plans, is equivalent to, and in lieu of, the benefit that would have been provided under the terms of the Senior Management Severance Pay Plan (SMSPP) as described in the Personnel Policies for Staff Members—Appendix II (PPSM-II) prior to amendment to comply with the requirements of the Code and related guidance from the Internal Revenue Service.

1. DEFINITIONS

The following definitions are in addition to, or modify, the definitions set forth in Article 2:

- (a) *Accumulations*, with respect to an Appendix B Employee, includes the total amount of Supplemental Contributions and Fixed Contributions made in accordance with this Appendix B, plus interest and earnings and less losses and distributions, as well as the amounts described in Section 2.01 of the Plan.
- (b) *Appendix B Compensation* means the base salary payable to an Appendix B Employee during a specified period for services performed while an Appendix B Employee, subject to the following:
 - (i) For the 2005 Year, an employee's Appendix B Compensation is equal to the sum of the actual base salary paid to the employee in the months of January through September 2005 and the projected base salary payable to the employee in the months of October through December 2005, based on the rate reported to the Plan Administrator in November 2005.

- (ii) For a Year after 2005, an employee's Appendix B Compensation means the projected base salary payable to an Appendix B Employee based on the rate reported to the Plan Administrator during the immediately preceding November or, if later, the date an individual becomes an Appendix B Employee during a Year.
 - (iii) Appendix B Compensation includes administrative stipends as described in Plan Regulations, but does not include incentive compensation or any additional compensation earned under a medical school compensation plan.
- (c) *Appendix B Employee* means an employee who is employed in a senior management position as described in Personnel Policies for Staff Members, Appendix II, other than any such employee who:
- (i) is appointed to less than full-time;
 - (ii) is appointed in an acting or interim capacity; or
 - (iii) holds a dual tenured academic appointment, provided, however that an employee who held a dual tenured academic appointment and was in the Executive Program as of June 30, 1996, and otherwise qualifies as an Appendix B Employee, shall be deemed an Appendix B Employee.

In addition, an Appendix B Employee means any employee designated as such by the relevant authority as set forth in Personnel Policies for Staff Members, Appendix II.

- (d) *Code Section 401(a)(17) Limit* means the limit on the amount of compensation that may be taken into account for the Year under Code Section 401(a)(17), as in effect for plan years beginning during the prior Year, based on the \$200,000 limit added by the Economic Growth and Tax Relief and Reconciliation Act of 2001, as adjusted for cost of living increases in accordance with Code Section 401(a)(17)(B).
- (e) *Fixed Contribution* means the contributions made by the University on behalf of an Appendix B Employee (or a former Appendix B Employee as described in Section 3(c) below) in the amount and as of the month or Year specified in Exhibits B-1 and B-2.

- (f) *415 Limit* means the maximum amount of annual additions that may be credited to an Appendix B Employee's Accumulations for a Year under the limitations established by Code Section 415(c)(1).
- (g) *Participant*, with respect to an Appendix B Employee, includes an employee who becomes a Participant as described in Section 2 below.
- (h) *Supplemental Contribution* means the contribution made by the University on behalf of an Appendix B Employee that is equal to the applicable percentage of such employee's Appendix B Compensation not in excess of the Code Section 401(a)(17) Limit. The applicable percentage for an Appendix B Employee with a Grade A appointment is three percent (3%) and for an Appendix B Employee with a Grade B or higher appointment, five percent (5%).

2. PARTICIPATION

If a Supplemental Contribution or a Fixed Contribution is made on behalf of an Appendix B Employee, the employee will become a Participant regardless of whether the employee makes any 403(b) Contributions.

3. CONTRIBUTIONS

- (a) Effective January 1, 2006, for each month in which an Appendix B Employee is paid Appendix B Compensation, the University will make a Supplemental Contribution on behalf of such employee based on such compensation. Notwithstanding the prior sentence, for the 2005 Year an Appendix B Employee's Supplemental Contribution will be made in a single sum based on the employee's Appendix B Compensation for the 2005 Year as defined in Section 1 of this Appendix B.
- (b) The University will make a monthly Fixed Contribution on behalf of an Appendix B Employee designated in Exhibit B-1 in the amount, and for the Year, as specified in Exhibit B-1 subject to the following qualifications:
 - (i) For the 2005 Year, the Fixed Contribution made under Exhibit B-1 for the Year for a listed Appendix B Employee will be made as a single sum annual contribution; and

- (ii) In no event will a contribution scheduled to be made on behalf of an individual designated on Exhibit B-1 be made for any month during which the individual is paid no, or a reduced amount of, Appendix B Compensation, regardless of whether such individual is designated in Exhibit B-1.

If an Appendix B Employee is not named on Exhibit B-1 as eligible to receive a Fixed Contribution for a specified period, such employee's Fixed Contribution for such period for purposes of Exhibit B-1 is deemed to be zero. The amounts of the Fixed Contributions on Exhibit B-1 are determined by the Plan Administrator consistent with PPSM-II.

- (c) The University will make a Fixed Contribution on behalf of an individual in the amount and for the Year specified in Exhibit B-2 as soon as administratively feasible and in no event later than the time prescribed by law for making such contributions. A Fixed Contribution specified on Exhibit B-2 may be made for a Year in which an individual designated on Exhibit B-2 has ceased to be an Appendix B Employee, whether by termination of employment or otherwise, unless the contribution would create an excess amount under the 415 Limit. If an Appendix B Employee is not named on Exhibit B-2 as eligible to receive a Fixed Contribution for a Year, such employee's Fixed Contribution for purposes of Exhibit B-2 for such Year is deemed to be zero. The amount of the Fixed Contribution, for purposes of Exhibit B-2, will be calculated under the formula set forth in Exhibit B-2 or made in the specified dollar amount determined by the Plan Administrator consistent with PPSM-II.

4. ACCOUNTING

The Plan Administrator will separately account for an Appendix B Employee's Supplemental Contributions and Fixed Contributions as described in the Plan Regulations.

5. LIMITATION ON CONTRIBUTIONS

If a Fixed Contribution that would otherwise be credited to an Appendix B Employee's Accumulations for a Year would cause the 415 Limit to be exceeded, the amount of the Fixed Contribution will be reduced so that contributions made for the Year will equal the maximum

permissible amount. In testing for compliance with the 415 Limit, the Plan Administrator will take into account any contributions made to another plan maintained by, and under the control of, an Appendix B Employee or former Appendix B Employee, to the extent required under Code Section 415(c), provided the Plan Administrator is notified of such contributions.

6. EXCESS AMOUNTS

If, despite a reasonable estimation of an Appendix B Employee's Appendix B Compensation, the contributions credited to an Appendix B Employee's Accumulations for a Year exceed the 415 Limit, the excess amount will be eliminated consistent with the applicable Treasury Regulations.

7. HARDSHIP WITHDRAWALS

Accumulations attributable to an Appendix B Employee's Supplemental Contributions and/or Fixed Contributions may be used to fund a hardship withdrawal described in Plan Section 6.01 in addition to 403(b) Contributions.

8. AMENDMENTS

The Plan Administrator may revise or terminate Appendix B and Exhibits B-1 and B-2 in any manner necessary or appropriate, in the determination of the Plan Administrator, to carry out the directive from The Regents to provide a benefit in lieu of the SMSPP benefit. No person will have a vested right to a benefit or contribution provided under Appendix B and Exhibits B-1 and B-2 if the Internal Revenue Service fails to issue a favorable ruling on the Plan as amended to incorporate Appendix B.

Exhibit B-1
403(b) Plan Fixed Contributions for Calendar Year

Employee ID	2005 Annual Amount	2006 Monthly Amount	2007 Monthly Amount	2008 Monthly Amount	2009 Monthly Amount
1000274701	\$ 0.00	\$ 187.50	\$ 0.00	\$ 0.00	\$ 0.00
5000011924	5,791.85	583.35	0.00	0.00	0.00
6000010181	218.15	69.15	109.38	119.17	98.52
7000809607	4,182.05	445.85	0.00	0.00	0.00
8000327751	2,394.50	274.50	314.68	342.92	322.27
10000258801	2,125.00	250.00	329.48	377.08	0.00
12000817862	1,352.25	179.75	0.00	0.00	0.00
13000286403	1,963.30	235.30	249.83	264.17	243.17
15000007580	0.00	83.35	41.68	0.00	0.00
16000015862	7,624.96	614.58	0.00	0.00	0.00
17000088141	2,050.00	150.00	162.50	0.00	0.00
18000099350	2,749.86	208.33	0.00	0.00	0.00
19000165912	3,139.95	240.83	236.66	0.00	0.00
20000003161	3,060.04	234.17	232.08	0.00	0.00
21000218458	2,749.96	208.33	208.33	0.00	0.00
22000322719	2,824.96	214.58	208.33	0.00	0.00
23000325862	3,799.96	295.83	304.17	0.00	0.00
25000003256	1,698.76	140.83	125.00	0.00	0.00
26000005644	3,000.04	229.17	220.83	0.00	0.00
27000518403	2,250.04	166.67	379.17	0.00	0.00
28000006440	2,250.04	166.67	150.00	0.00	0.00
29000608412	4,600.00	362.50	710.01	0.00	0.00
30000628733	0.00	275.00	275.00	0.00	0.00
31000006464	3,729.13	395.83	395.83	0.00	0.00
32000686438	2,599.96	195.83	208.33	0.00	0.00
33000728420	0.00	0.00	25.00	0.00	0.00
34000815921	4,633.34	375.00	0.00	0.00	0.00
35000906318	2,434.96	182.08	177.08	0.00	0.00
36000994241	1,665.04	117.92	110.42	0.00	0.00
37000141597	4,016.67	104.17	62.50	0.00	0.00
38000173827	0.00	122.08	0.00	0.00	0.00
39000078766	4,250.00	333.33	0.00	0.00	0.00
41000105090	2,850.00	216.67	0.00	0.00	0.00
42000085508	2,090.00	153.33	0.00	0.00	0.00
43000084544	2,015.00	147.08	0.00	0.00	0.00
44000131593	2,265.00	167.92	0.00	0.00	0.00
46000092217	2,250.00	166.67	0.00	0.00	0.00
50000203529	3,500.00	270.83	0.00	0.00	0.00
51000174417	0.00	65.00	0.00	0.00	0.00
54459803698	10,250.00	833.33	0.00	0.00	0.00
55330683947	6,000.00	479.17	505.83	711.67	690.83
56817051147	3,785.00	294.58	333.33	375.00	354.17
57464683747	2,185.00	161.25	201.25	0.00	0.00

Employee ID	2005 Annual Amount	2006 Monthly Amount	2007 Monthly Amount	2008 Monthly Amount	2009 Monthly Amount
58045577939	\$ 915.00	\$ 55.42	\$ 60.83	\$ 168.75	\$ 148.33
59968517417	1,805.40	195.83	208.33	263.33	0.00
60580077576	410.00	13.33	16.66	97.50	180.42
62462280835	1,963.35	0.00	0.00	0.00	0.00
63703581912	0.00	0.00	0.00	88.75	67.92
90011712393	9,250.00	750.00	816.66	882.50	861.67
95010105098	2,750.00	208.33	0.00	0.00	0.00
102090007266	4,340.00	340.83	0.00	0.00	0.00
103090019978	10,370.00	635.00	0.00	0.00	0.00
104090010154	0.00	0.00	0.00	29.17	8.33
105091495932	7,250.00	583.33	639.58	696.67	675.83
108091958257	0.00	0.00	0.00	319.17	0.00
109090900434	5,030.00	398.33	604.17	645.83	839.58
111091119875	1,000.00	62.50	87.50	106.67	187.50
115090076598	0.00	0.00	0.00	75.00	54.17
116090907310	2,495.00	187.08	204.58	269.58	333.33
117090838118	6,430.00	515.00	564.58	951.25	1,354.17
130853291770	250.00	0.00	28.33	0.00	0.00
131854684544	3,210.04	246.67	333.33	0.00	0.00
136000029144	2,690.00	203.33	222.08	246.67	225.83
139000214389	0.00	0.00	0.00	312.50	291.67
141000292726	0.00	0.00	0.00	34.17	13.33
144000376980	0.00	0.00	0.00	104.58	118.73
145000406174	3,960.00	309.17	297.08	1,104.17	1,083.33
148000493681	11,500.00	937.50	1,043.75	1,527.08	1,500.00
150000559862	6,000.00	479.17	554.58	925.83	905.00
154000692244	0.00	0.00	2.08	62.50	41.67
155000725882	4,470.00	351.67	391.25	0.00	0.00
159000914339	0.00	0.00	1.25	0.00	0.00
165830997404	3,785.00	294.58	395.83	440.83	354.17
167501071292	2,120.00	155.83	166.25	0.00	0.00
168103345174	15,750.00	1,291.67	1,125.00	0.00	0.00
169601127825	0.00	0.00	0.00	113.33	153.35
170802744467	5,530.00	440.00	0.00	0.00	0.00
171903347777	10,540.00	857.50	903.75	1,027.92	0.00
172501176920	410.00	13.33	52.50	144.58	153.35
173601228848	1,425.00	97.92	0.00	0.00	0.00
174001247680	4,350.00	341.67	0.00	0.00	0.00
176602552464	3,600.00	464.58	490.41	627.92	1,250.00
180603251219	0.00	0.00	0.00	14.17	0.00
181901587000	0.00	0.00	111.25	168.75	147.92
182101003907	2,945.00	224.58	300.41	0.00	0.00
183800314704	480.00	0.00	210.41	263.75	242.92
184401646460	620.00	30.83	81.25	97.50	76.67
185501699250	4,750.00	375.00	0.00	0.00	0.00
186201717444	0.00	0.00	0.00	80.42	59.58
187502596034	1,550.00	0.00	0.00	7.08	34.16

Employee ID	2005 Annual Amount	2006 Monthly Amount	2007 Monthly Amount	2008 Monthly Amount	2009 Monthly Amount
188102740854	\$ 0.00	\$ 108.33	\$ 156.25	\$ 357.50	\$ 336.66
195020397030	3,250.00	250.00	479.16	565.83	0.00
196027786391	1,845.00	132.92	392.08	0.00	0.00
197021156302	0.00	0.00	0.00	94.58	73.75
198027556612	0.00	0.00	0.00	0.00	17.54
201026300897	0.00	166.67	151.25	265.42	286.67
203027202837	5,230.00	415.00	557.91	917.92	1,000.83
204024482515	0.00	0.00	158.33	224.17	250.00
205022702112	11,470.00	935.00	1,125.00	1,604.17	1,500.00
206025042342	0.00	0.00	0.00	218.75	197.92
207027897107	7,150.00	140.00	149.58	357.50	336.67
210023675143	7,515.00	605.42	680.83	1,344.17	1,323.33
211027614353	4,000.00	312.50	316.66	0.00	0.00
212027881705	2,000.00	145.83	350.00	631.67	610.83
213028584605	0.00	0.00	0.00	218.75	197.92
214029099082	410.00	13.33	94.16	0.00	0.00
215302968134	2,430.00	181.67	0.00	0.00	0.00
221704693736	0.00	270.83	0.00	0.00	0.00
225754670756	0.00	97.92	107.50	127.50	106.67
231781412912	0.00	0.00	0.00	4.58	0.00
233503254789	9,500.00	770.83	770.83	750.00	0.00
234000217698	105.00	0.00	0.00	0.00	0.00
237403259508	4,100.00	320.83	358.20	388.33	367.50
238603259512	7,735.00	623.75	657.99	660.00	679.17
239002967225	1,230.04	81.67	102.96	122.92	102.08
241202967795	4,100.00	320.83	358.20	388.33	367.50
243101207400	460.00	17.50	0.00	0.00	0.00
244803153449	0.00	0.00	0.00	82.08	61.25
245903335430	8,750.00	0.00	0.00	0.00	0.00
254602968057	430.00	0.00	0.00	0.00	0.00
255102974635	7,250.00	583.33	0.00	0.00	0.00
258902967141	1,585.00	111.25	166.88	333.33	312.50
261802969386	250.00	0.00	2.91	18.87	0.00
263402967030	0.00	0.00	11.25	46.28	25.45
264802966712	705.04	37.92	50.83	87.92	67.08
266100278083	3,200.00	245.83	475.00	693.33	672.50
268301324380	9,500.00	770.83	826.66	0.00	0.00
270302967441	0.00	0.00	20.83	47.08	26.25
271402967313	0.00	0.00	0.00	35.00	0.00
273202969271	1,110.00	71.67	78.01	0.00	0.00
275702967203	4,245.04	332.92	0.00	0.00	0.00
276603151804	915.04	55.42	708.33	1,020.83	1,000.00
277602967878	1,035.04	65.42	163.75	340.83	320.00
278402967902	105.04	0.00	149.16	340.83	320.00
279800328287	0.00	0.00	111.25	319.17	298.33
280803252232	750.04	41.67	123.33	0.00	0.00
282803430946	0.00	375.00	0.00	0.00	0.00

Employee ID	2005 Annual Amount	2006 Monthly Amount	2007 Monthly Amount	2008 Monthly Amount	2009 Monthly Amount
283202686432	\$ 0.00	\$ 354.17	\$ 593.75	\$ 833.33	\$ 0.00
286600269788	0.00	0.00	22.91	25.42	0.00
287011844655	0.00	0.00	194.58	242.08	221.25
288103482585	0.00	0.00	91.25	110.83	90.02
289000890030	0.00	0.00	685.00	1,344.17	1,323.33
290850594655	0.00	0.00	0.41	79.17	58.33
291000785674	0.00	0.00	604.17	1,100.83	1,186.22
294000270241	0.00	0.00	145.83	0.00	0.00
295000938050	0.00	0.00	216.67	0.00	0.00
296119129658	0.00	0.00	1,125.00	1,400.83	1,380.00
298027736230	0.00	0.00	1,125.00	1,145.83	0.00
300000089322	0.00	0.00	41.66	0.00	0.00
301000141787	0.00	0.00	50.00	112.50	91.67
302341413060	0.00	0.00	125.00	156.25	135.42
320011539126	0.00	0.00	166.66	195.83	175.00
322027622174	0.00	0.00	24.62	94.58	73.75
326503578487	0.00	0.00	0.00	795.83	775.00
327020208906	0.00	0.00	0.00	104.17	83.33
328003631487	0.00	0.00	0.00	37.50	270.83
329090029544	0.00	0.00	0.00	307.50	286.67
330903631906	0.00	0.00	0.00	795.83	775.00
333596416800	0.00	0.00	0.00	354.17	333.33
342203640179	0.00	0.00	0.00	750.00	729.17
343000609804	0.00	0.00	0.00	0.00	270.83
344024015372	0.00	0.00	0.00	0.00	437.50
345303699273	0.00	0.00	0.00	0.00	375.00
346903708689	0.00	0.00	0.00	0.00	375.00
347603728938	0.00	0.00	0.00	0.00	187.50
349803738130	0.00	0.00	0.00	0.00	177.08
353302619239	0.00	0.00	0.00	0.00	147.92
354002557638	0.00	0.00	0.00	0.00	291.67
359003752064	0.00	0.00	0.00	0.00	1,458.33
360003749397	0.00	0.00	0.00	0.00	33.33
361940496689	0.00	0.00	0.00	0.00	235.12

Exhibit B-2
403(b) Plan Fixed Contributions for Calendar Year

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount	2008 One-time Amount
3000065162	\$ 22,779.35	\$ 0.00	\$ 0.00	\$ 0.00
4000076450	28,000.00	29,000.00	1,774.48	0.00
6000010181	4,985.53	0.00	0.00	66.77
7000809607	11,996.00	0.00	0.00	0.00
8000327751	12,000.00	0.00	0.00	104.30
9000584277	28,000.00	0.00	0.00	0.00
10000258801	0.00	0.00	0.00	470.27
11000209201	28,000.00	37,756.00	0.00	0.00
12000817862	12,162.25	0.00	0.00	0.00
13000286403	0.00	0.00	0.00	71.47
16000015862	10,125.04	30,534.60	0.00	0.00
19000165912	11,610.05	16,510.04	33,756.69	0.00
20000003161	11,807.18	0.00	0.00	0.00
22000322719	14,552.02	0.00	0.00	0.00
23000325862	13,950.04	0.00	0.00	0.00
24000006347	1,640.15	0.00	0.00	0.00
26000005644	22,749.96	0.00	0.00	0.00
29000608412	19,950.00	21,949.92	24,359.88	0.00
30000628733	0.00	1,217.87	633.52	0.00
34000815921	13,116.66	23,188.16	0.00	0.00
39000078766	14,900.00	22,958.35	0.00	0.00
40000086522	28,000.00	0.00	0.00	0.00
41000105090	14,900.00	23,569.25	0.00	0.00
42000085508	4,442.08	0.00	0.00	0.00
43000084544	1,202.59	0.00	0.00	0.00
45000097314	12,000.00	0.00	0.00	0.00
47000106215	14,904.55	0.00	0.00	0.00
49000079547	15,797.17	0.00	0.00	0.00
52000083925	15,356.41	0.00	0.00	0.00
53000075286	28,000.00	0.00	0.00	0.00
54459803698	7,500.00	35,458.35	0.00	0.00
55330683947	0.00	0.00	0.00	133.19
56817051147	13,965.00	16,134.62	14,000.00	14,250.00
57464683747	9,925.17	0.00	0.00	0.00
58045577939	16,835.00	1,848.09	0.00	85.00
59968517417	15,944.60	0.00	0.00	1,306.33
60580077576	19,340.00	0.00	0.00	313.11
61876541939	0.00	0.00	0.00	75.12
62462280835	15,786.65	0.00	0.00	0.00
63703581912	0.00	0.00	0.00	72.49
64382212801	21,400.00	24,116.63	0.00	0.00

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount	2008 One-time Amount
65180624892	\$ 19,600.00	\$ 21,300.00	\$ 15,205.22	\$ 64.62
66219122405	0.00	0.00	0.00	129.29
67147940183	0.00	0.00	0.00	1,587.51
68584383251	22,413.50	0.00	0.00	0.00
69747512028	0.00	0.00	0.00	69.01
70860638592	10,000.00	12,000.00	0.00	0.00
71430611103	17,709.66	0.00	0.00	0.00
72207952805	18,680.36	0.00	0.00	0.00
73119929180	0.00	0.00	11,166.77	0.00
79010001255	37,544.15	0.00	0.00	0.00
80010018783	8,979.91	0.00	0.00	0.00
81011116464	28,000.00	26,214.36	0.00	0.00
82010737751	28,000.00	0.00	0.00	0.00
84010042964	28,000.00	8,044.14	0.00	0.00
87010144109	30,600.00	0.00	0.00	0.00
89010233203	6,446.81	0.00	0.00	0.00
90011712393	8,500.00	0.00	0.00	181.69
91010060331	13,605.46	0.00	0.00	36.62
92010063375	1,277.87	0.00	0.00	27.25
93011215214	4,400.05	0.00	0.00	176.45
94011011056	20,936.56	0.00	0.00	66.23
95010105098	28,400.00	0.00	0.00	0.00
96010115282	13,894.77	0.00	0.00	0.00
97010796566	19,100.00	21,211.26	0.00	0.00
98010415898	25,296.30	0.00	0.00	0.00
100010265720	20,258.67	0.00	0.00	1,243.39
101090407044	21,300.00	23,285.00	0.00	1,096.19
102090007266	10,410.00	15,625.87	31,401.95	0.00
103090019978	7,380.00	7,275.12	0.00	0.00
104090010154	18,665.00	0.00	0.00	235.64
105091495932	12,838.00	0.00	0.00	165.48
106090337031	27,567.00	0.00	0.00	1,774.27
107090007582	19,250.00	20,249.96	0.00	71.83
108091958257	0.00	0.00	0.00	64.82
109090900434	26,720.00	28,720.04	0.00	2,094.91
110090070503	12,258.07	0.00	0.00	0.00
111091119875	0.00	0.00	0.00	1,330.52
112090825911	621.52	0.00	0.00	99.52
113090002766	18,680.00	1,165.91	0.00	0.00
114090833083	19,235.00	0.00	0.00	119.41
115090076598	0.00	0.00	0.00	42.94
116090907310	15,255.00	1,311.94	0.00	222.60
117090838118	11,320.00	12,320.00	0.00	4,750.31
118090256498	34,055.82	0.00	0.00	0.00
123090005682	28,000.00	0.00	0.00	0.00
124090091841	687.07	0.00	0.00	0.00
127090602624	11,117.65	0.00	0.00	0.00

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount	2008 One-time Amount
128855658422	\$ 20,417.32	\$ 0.00	\$ 0.00	\$ 0.00
129850623975	28,569.96	0.00	0.00	74.22
130853291770	0.00	0.00	0.00	0.00
131854684544	14,539.96	10,496.34	0.00	0.00
132855975099	0.00	0.00	0.00	63.77
133853319142	0.00	0.00	0.00	154.61
134850933515	23,660.19	0.00	0.00	0.00
135000027300	22,933.00	32,904.13	0.00	0.00
136000029144	15,060.00	16,060.04	753.77	95.06
137000167380	0.00	0.00	0.00	28.29
139000214389	33,035.00	0.00	0.00	0.00
140000278697	8,840.50	0.00	0.00	0.00
141000292726	18,405.00	0.00	0.00	0.00
142000358348	2,954.27	0.00	0.00	39.84
143000376722	649.60	0.00	0.00	170.45
144000376980	18,801.28	0.00	0.00	174.35
145000406174	8,766.07	0.00	0.00	0.00
146000443522	18,605.00	0.00	0.00	0.00
147000475015	5,669.33	0.00	0.00	61.33
148000493681	5,641.45	0.00	0.00	805.44
149000513870	15,726.98	0.00	0.00	0.00
150000559862	9,019.91	0.00	3,538.46	0.00
151000570168	20,610.00	0.00	0.00	0.00
152000586571	4,253.15	0.00	0.00	104.11
153000640831	3,574.90	0.00	0.00	0.00
154000692244	20,830.00	22,829.96	0.00	1,181.33
155000725882	13,280.00	14,279.96	24,259.50	0.00
156000740656	0.00	0.00	0.00	69.89
157000870050	23,965.00	0.00	0.00	98.71
158000875600	19,260.00	20,260.04	0.00	0.00
159000914339	18,690.00	19,690.04	6,427.55	0.00
160000010200	31,500.00	6,326.76	0.00	0.00
162000307600	11,848.47	0.00	0.00	0.00
163824307554	8,517.62	0.00	0.00	0.00
164862435041	27,249.28	0.00	0.00	91.71
165830997404	13,965.00	14,965.04	12,750.00	0.00
166843463242	19,720.00	20,720.00	0.00	89.08
167501071292	15,630.00	16,630.04	25,751.24	14,468.11
169601127825	0.00	0.00	0.00	207.63
170802744467	12,220.00	19,795.00	21,005.68	0.00
171903347777	0.00	0.00	0.00	158.54
172501176920	17,340.00	18,340.04	0.00	59.75
173601228848	17,125.00	3,204.11	0.00	0.00
174001247680	13,400.00	20,483.31	0.00	0.00
175800198219	21,600.00	30,756.00	0.00	0.00
177302968407	19,780.00	20,780.00	0.00	134.50
178901523598	18,465.00	19,465.04	17,622.64	0.00

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount	2008 One-time Amount
179901579825	\$ 18,680.00	\$ 19,679.96	\$ 0.00	\$ 68.14
180603251219	0.00	0.00	0.00	132.80
181901587000	14,750.00	18,749.96	959.24	164.19
182101003907	14,805.00	0.00	0.00	0.00
183800314704	10,605.26	0.00	0.00	155.47
184401646460	31,130.00	7,660.47	0.00	77.73
185501699250	27,000.00	0.00	0.00	0.00
186201717444	18,830.00	2,775.84	0.00	72.48
187502596034	0.00	0.00	0.00	96.06
189603253954	0.00	0.00	0.00	71.62
190602697645	18,425.00	0.00	0.00	0.00
191402685304	0.00	0.00	0.00	60.27
192800244278	18,890.00	12,625.80	0.00	4,744.02
194020275954	19,045.00	24,381.28	0.00	0.00
195020397030	14,500.00	15,500.00	12,250.04	0.00
196027786391	15,905.00	16,904.96	16,858.51	0.00
197021156302	0.00	0.00	0.00	82.97
198027556612	0.00	0.00	0.00	1,729.63
199021932181	28,000.00	29,000.00	0.00	0.00
201026300897	0.00	0.00	0.00	84.93
202020388336	28,000.00	0.00	0.00	0.00
203027202837	12,520.00	0.00	0.00	208.85
204024482515	18,595.00	0.00	0.00	282.46
205022702112	6,280.00	7,280.00	4,500.00	0.00
206025042342	20,151.25	0.00	0.00	968.95
210023675143	14,934.22	0.00	0.00	0.00
212027881705	15,750.00	16,750.04	15,066.63	8,169.96
213028584605	0.00	0.00	0.00	619.58
215302968134	29,320.00	35,546.64	0.00	0.00
216703059188	0.00	0.00	0.00	142.56
217403055182	0.00	0.00	0.00	72.09
218103065583	0.00	0.00	0.00	128.98
219503433526	0.00	0.00	0.00	116.74
220758269898	39,235.89	0.00	0.00	0.00
223757391828	19,637.50	0.00	0.00	0.00
225754670756	31,774.96	16,366.82	0.00	85.60
227727812779	0.00	0.00	0.00	65.51
230753289029	0.00	0.00	0.00	62.01
231781412912	19,136.40	0.00	0.00	76.00
232738683923	0.00	0.00	0.00	57.65
233503254789	8,250.00	9,250.04	8,750.00	17,375.00
234000217698	17,645.00	27,488.30	0.00	0.00
235200258032	17,309.19	0.00	0.00	0.00
236002966990	0.00	0.00	0.00	1,034.22
237403259508	0.00	0.00	0.00	106.84
238603259512	0.00	0.00	0.00	622.06
239002967225	12,813.18	0.00	0.00	85.51

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount	2008 One-time Amount
240302967587	\$ 5,256.08	\$ 0.00	\$ 0.00	\$ 45.09
241202967795	27,650.00	29,650.04	0.00	106.84
243101207400	31,290.00	37,799.14	0.00	0.00
244803153449	0.00	0.00	0.00	160.69
245903335430	11,996.00	32,215.00	1,720.70	0.00
248002967956	0.00	0.00	0.00	410.26
250000849583	9,111.04	0.00	0.00	0.00
251602969448	3,570.21	0.00	0.00	620.14
252002967937	20,965.00	4,175.92	0.00	0.00
253702964997	0.00	0.00	0.00	34.00
254602968057	17,320.00	7,266.18	0.00	0.00
255102974635	10,500.00	0.00	0.00	0.00
256502967204	19,620.04	20,620.04	0.00	62.47
257802966689	18,679.96	0.00	0.00	128.16
258902967141	16,165.00	17,165.00	0.00	392.61
259503362270	0.00	0.00	0.00	66.36
260500238735	18,355.00	20,506.27	0.00	0.00
261802969386	0.00	0.00	0.00	76.41
262002968423	14,063.01	0.00	0.00	0.00
263402967030	18,840.04	0.00	0.00	117.10
264802966712	31,044.96	9,843.54	0.00	121.42
265302968105	18,589.96	0.00	0.00	0.00
266100278083	14,550.00	15,550.04	12,299.96	7,930.00
267202966729	18,035.00	10,676.39	0.00	937.90
268301324380	8,250.00	9,250.04	22,140.34	0.00
269702966802	19,495.00	1,766.55	0.00	0.00
270302967441	10,702.21	0.00	0.00	98.68
271402967313	17,983.58	0.00	0.00	1,111.55
272302966861	21,769.05	0.00	0.00	24.57
273202969271	16,640.00	17,639.96	0.00	0.00
274700670303	20,910.00	10,157.19	0.00	0.00
275702967203	18,504.96	30,656.62	0.00	0.00
277602967878	16,714.96	17,714.96	393.95	103.06
278402967902	26,644.96	0.00	0.00	103.06
279800328287	18,000.04	978.83	1,998.98	101.33
283202686432	0.00	0.00	0.00	2,339.22
284303413336	0.00	0.00	0.00	222.42
285011603682	0.00	0.00	0.00	73.37
286600269788	0.00	1,125.05	0.00	48.79
287011844655	0.00	0.00	0.00	143.24
290850594655	0.00	0.00	0.00	112.66
291000785674	0.00	0.00	0.00	337.47
292733561244	0.00	0.00	0.00	126.64
293824745171	0.00	0.00	0.00	92.58
297513823534	0.00	0.00	0.00	173.92
298027736230	0.00	0.00	0.00	929.96
301000141787	0.00	0.00	0.00	120.54

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount	2008 One-time Amount
302341413060	\$ 0.00	\$ 0.00	\$ 0.00	\$ 117.92
304501011967	0.00	29,000.00	0.00	0.00
306501134100	0.00	44,000.00	0.00	0.00
307901165750	0.00	38,000.00	20,808.93	0.00
308301352575	0.00	29,000.00	0.00	0.00
310801493865	0.00	21,292.81	0.00	0.00
311301513045	0.00	5,715.76	0.00	0.00
313501642758	0.00	31,340.00	0.00	0.00
315200244747	0.00	44,000.00	0.00	0.00
316200233428	0.00	7,117.16	0.00	0.00
318401881805	0.00	13,880.57	0.00	0.00
320011539126	0.00	0.00	0.00	104.81
321851661545	0.00	0.00	0.00	1,454.83
322027622174	0.00	0.00	0.00	82.97
324202967031	0.00	0.00	0.00	71.60
325503237484	0.00	0.00	0.00	79.45
326503578487	0.00	0.00	0.00	139.74
328003631487	0.00	0.00	0.00	2,929.51
330903631906	0.00	0.00	0.00	139.74
332011087622	0.00	0.00	32,500.00	8,413.86
334103349582	0.00	0.00	0.00	103.05
336502967652	0.00	0.00	0.00	74.24
337000639534	0.00	0.00	0.00	286.33
340011045745	0.00	0.00	37,969.73	0.00
341602967005	0.00	0.00	0.00	38.67
342203640179	0.00	0.00	0.00	539.34
343000609804	0.00	0.00	0.00	2,426.82
344024015372	0.00	0.00	0.00	3,379.90
345303699273	0.00	0.00	0.00	4,439.84
346903708689	0.00	0.00	0.00	4,627.93
347603728938	0.00	0.00	0.00	3,813.20
348503738848	0.00	0.00	0.00	415.28
349803738130	0.00	0.00	0.00	2,648.26
352000537740	0.00	0.00	0.00	2,453.18
353302619239	0.00	0.00	0.00	1,231.08
354002557638	0.00	0.00	0.00	2,536.20
355758880174	0.00	0.00	0.00	877.72
357000301772	0.00	0.00	0.00	5,116.71
358903750112	0.00	0.00	0.00	2,424.32
359003752064	0.00	0.00	0.00	2,972.49
360003749397	0.00	0.00	0.00	393.62
361940496689	0.00	0.00	0.00	2,244.51
362010164525	0.00	0.00	0.00	1,823.20
363775928680	0.00	0.00	0.00	978.31
364011717084	0.00	0.00	0.00	696.39
365012092909	0.00	0.00	0.00	401.89