

UNIVERSITY OF CALIFORNIA
DEFINED CONTRIBUTION PLAN

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UNIVERSITY OF CALIFORNIA

DEFINED CONTRIBUTION PLAN

ARTICLE 1 BACKGROUND OF PLAN

1.01 EFFECTIVE DATE

The University of California Defined Contribution 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 University of California After-Tax Contribution Plan renamed as the University of California Defined Contribution Plan and revised as of November 1, 1990; the plan that became effective January 1, 1989; the plan that became effective July 1, 1971 (1971-1988 Plan); and the plan that became effective before July 1, 1971 (1961-1971 Plan).

1.02 SCOPE

The Plan shall consist of two components: the Pre-Tax Account and the After-Tax Account. 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 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. This Plan constitutes a profit-sharing plan under Section 401(a) of the Internal Revenue Code.

ARTICLE 2 DEFINITIONS

2.01 ACCUMULATIONS

Accumulations consist of:

- (a) After-Tax Voluntary Accumulations which are the After-Tax Voluntary Contributions credited to the After-Tax Account in accordance with Section 4.01(a), plus interest and earnings and less losses and distributions, attributed to a Participant;
- (b) Employer Pickup Accumulations which are the Employer Pickup Contributions credited to the Pre-Tax Account in accordance with Section 4.01(b), plus interest and earnings and less losses and distributions, attributed to a Participant;
- (c) University Accumulations which are the University contributions credited to the Pre-Tax Account in accordance with Section 4.01(c), plus interest and earnings and less losses and distributions, attributed to a Participant; and
- (d) Rollover Accumulations which are Rollover Contributions credited to the After-Tax Account (but accounted for separately) in accordance with Section 4.04, attributed to a Participant, plus interest and earnings and less losses and distributions, attributed to a Participant. Effective July 1, 2005, Rollover Contributions are credited to the Pre-Tax Account, but accounted for separately.

2.02 AFTER-TAX ACCOUNT

After-Tax Account means that portion of the Plan that maintains Accumulations attributable to Participants' After-Tax Voluntary Contributions, plus interest and earnings and less losses and distributions and, for Rollover Contributions made before July 1, 2005, Rollover Contributions, plus interest and earnings and less losses and distributions.

2.03

ALTERNATE PAYEE

Alternate Payee means a Participant'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 a Participant's Accumulations, as provided by 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) that 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 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 DC 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

DC FUND

DC 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.

2.09

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.

2.10

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.

2.11

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.

2.12

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.

2.13

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).

2.14

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).

2.15

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.

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 2.14(d) or Section 2.14(e) (and, for distributions made on and after January 1, 2008, Section 2.14(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).

2.16

EMPLOYER PICKUP CONTRIBUTION

Employer Pickup Contribution means a contribution to the Plan that is designated as an employee contribution, but is picked up by the University and treated as an employer contribution as described in Code Section 414(h)(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. Investment Options include UC Funds, DC Funds, Brokerage Window Options, and any other options permitted by the Trust.

2.20

MUTUAL FUND

Mutual Fund means, for purposes of the Plan, a regulated investment company within the meaning of Code Section 851.

2.21

OTHER PAYEE

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

2.22

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.

2.23

PARTICIPATION FEE

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

2.24

PAYROLL DEDUCTION AGREEMENT

Payroll Deduction Agreement means an agreement between an Eligible Employee and the University pursuant to which the employee requests that an amount be withheld from his or her compensation and contributed on an after-tax basis to the After-Tax Account and held on the employee's behalf. The agreement shall state the amount or percentage to be withheld from an Eligible Employee's compensation and shall become effective subject to payroll transactions deadlines.

2.25

PLAN

Plan means the University of California Defined Contribution Plan as revised effective July 1, 2005, and all prior versions of the Plan. The Plan has two components: the Pre-Tax Account and the After-Tax Account. The Pre-Tax Account consists of mandatory employee contributions that have been redirected from the UCRP; mandatory employee contributions made on behalf of Safe Harbor Employees whose wages are exempted from taxation under the Federal Insurance Contributions Act (FICA) because of their participation in an eligible defined contribution retirement system; additional employer and mandatory employee contributions made on behalf of Summer or Equivalent Term Employees; and, effective July 1, 2005, Rollover Contributions except to the extent attributable to employee after-tax contributions. After-Tax Voluntary Contributions, and Rollover Contributions to the extent attributable to employee after-tax contributions, are credited to the After-Tax Account.

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 mean 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

PRE-TAX ACCOUNT

Pre-Tax Account means that portion of the Plan that maintains Accumulations attributable to Participants' Employer Pickup Contributions, plus interest and earnings and less losses and distributions; University contributions, plus interest and earnings and less losses and distributions; and, effective July 1, 2005, Rollover Contributions, plus interest and earnings and less losses and distributions except to the extent attributable to employee after-tax contributions.

2.30

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.

2.31

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.

2.32

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.

2.33

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.

2.34

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.

2.35

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.

2.36

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 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 less than \$2,000.

However, Rollover Contributions does not mean any distribution described in Section 2.15(a) – (c) of the Plan.

2.37

SAFE HARBOR EMPLOYEE

Safe Harbor Employee means a University employee hired or rehired on or after October 19, 1992 who does not qualify for membership in UCRP or any other defined benefit retirement plan to which the University contributes (excluding students whose wages from University employment are exempt from taxation under the Federal Insurance Contribution Act (FICA) and nonresident aliens with F-1 or J-1 visa status or whose wages are subject to foreign (i.e., their home country) taxes or contributions under a Social Security totalization agreement). Safe Harbor Employee also includes a University employee described in the prior sentence, but hired or rehired on and after July 1, 1991 and prior to October 19, 1992, who made an irrevocable election during the applicable election period to participate in the Plan as described in the Plan Regulations. A Safe Harbor Employee's participation in the Pre-Tax Account is intended to constitute participation in a defined contribution retirement system within the meaning of Treasury Regulations Section 31.3121(b)(7)-2(e)(2).

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

SPOUSE

Spouse means, for purposes of the Plan, the person to whom the Participant is legally married as determined under the laws of the State of California, except to the extent that compliance with federal law is required under the Code.

2.40

SUMMER OR EQUIVALENT TERM EMPLOYEE

Summer or Equivalent Term Employee means a University employee who (i) is an academic appointee with an academic year appointment, (ii) is a Member of UCRP or a defined benefit plan to which the University contributes, and (iii) earns Summer or Equivalent Term Salary.

2.41

SUMMER OR EQUIVALENT TERM SALARY

Summer or Equivalent Term Salary means additional compensation, in accordance with Plan Regulations for summer or equivalent term teaching, summer or equivalent term research or summer or equivalent term administrative service that is not Covered Compensation for the UCRP or a defined benefit plan to which the University contributes, which is earned by Summer or Equivalent Term Employees.

2.42

TREASURER

Treasurer means the Office of the Treasurer of The Regents.

2.43

TRUST

Trust means the trust established in accordance with Article 13.

2.44

TRUSTEE

Trustee means the person(s) or entity, and any successors thereto, named to act as Trustee under Article 13.

2.45
UCRP

UCRP means the University of California Retirement Plan.

2.46
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.

2.47
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.

2.48
USERRA

USERRA means the Uniformed Services Employment and Reemployment Rights Act.

2.49
YEAR

Year means each calendar year.

ARTICLE 3 ELIGIBILITY AND PARTICIPATION

3.01 ELIGIBILITY TO PARTICIPATE

(a) *After-Tax Voluntary Contributions*

All Eligible Employees are eligible to elect to make After-Tax Voluntary Contributions. An Eligible Employee may become a Participant in the After-Tax Account by entering into a Payroll Deduction Agreement. An Eligible Employee's Payroll Deduction Agreement will continue in effect unless it is modified or revoked consistent with procedures established by the Plan Administrator, or because withdrawals must be suspended under the hardship withdrawal provisions of another University-sponsored plan. An Eligible Employee's Payroll Deduction Agreement will be deemed to be revoked if the employee ceases employment at one University location and begins employment at a different University location.

(b) *Mandatory Contributions*

(1) Participation in the Pre-Tax Account is mandatory for UCRP Members with Coordinated Benefits; UCRP Members with Noncoordinated Benefits; UCRP Members with Safety Benefits; and Safe Harbor Employees. The applicable contribution rates are described in Section 4.01(b)(1) (for UCRP Members) and Section 4.01(b)(3) (for Safe Harbor Employees).

(2) Participation in the Pre-Tax Account is also mandatory for the employee contributions made on behalf of a Summer or Equivalent Term Employee. The applicable contribution rate is described in Section 4.01(b)(2).

(3) Mandatory contributions made by employees are picked up by the University and treated as Employer Pickup Contributions.

(c) *University Contributions*

Effective on and after July 1, 2001, Summer or Equivalent Term Employees shall be eligible to participate under the University Contribution formula described in Section 4.01(c).

(d) *Rollover Contributions*

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's death 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 DEFINED CONTRIBUTIONS

(a) *After-Tax Voluntary Contributions*

After-Tax Voluntary Contributions made in an amount elected by the Participant under a Payroll Deduction Agreement, including contributions made under a Payroll Deduction Agreement in accordance with USERRA and Code Section 414(u), are credited to the After-Tax Account.

(b) *Employer Pickup Contributions*

Employer Pickup Contributions credited to the Pre-Tax Account include:

- (1) Those contributions made in the amount described in Article 4 of UCRP which The Regents direct to be paid to the Plan until such time as The Regents direct that such contributions shall be resumed under UCRP, including make-up contributions made in accordance with USERRA and Code Section 414(u);
- (2) Those contributions required to be made to the Plan by all Summer or Equivalent Term Employees, including make-up contributions made in accordance with USERRA and Code Section 414(u). The contribution rate shall be 3.5% of each such Participant's Summer or Equivalent Term Salary; and
- (3) Those contributions required to be made to the Plan by Safe Harbor Employees, including make-up contributions made in accordance with USERRA and Code Section 414(u). The contribution rate shall be equal to 7.5% of each such Participant's wages subject to taxation under the Federal Insurance Contributions Act as defined by Code Section 3121(a) up to the Old Age, Survivors and Disability Insurance wage base.

(c) *University Contributions*

University Contributions are those contributions credited to the Pre-Tax Account that are required to be made by the University to the Plan for all Summer or Equivalent Term Employees, including make-

up contributions made in accordance with USERRA and Code Section 414(u). The contribution rate shall be 3.5% of each such Participant's Summer or Equivalent Term Salary.

4.02

CONTRIBUTION LIMITATIONS

(a) *415(c) Limit*

The contributions described in Section 4.01 and any other annual additions (within the meaning of Code Section 415(c)) made on behalf of a Participant to the Plan for a Year, and any plan required to be aggregated with the Plan under Code Section 415, shall be limited in accordance with Code Section 415(c).

For purposes of determining compliance with the Code Section 415 limit, effective for Years beginning after December 31, 1997, the term "compensation" will mean wages as defined in paragraph (d)(11)(i) of Treasury Regulations Section 1.415-2, plus any elective deferrals as defined in Code Section 402(g) and any amount that is contributed or deferred by the employer and that is not included in the gross income of the employee under Code Section 125, 132(f)(4) or 457. Effective for years beginning January 1, 2008, the term "compensation" will mean wages as defined in Treasury Regulations Section 1.415(c)-2(d)(i).

For purposes of the limitations under Code Section 415(c), contributions made pursuant to USERRA shall be subject to Code Section 414(u).

(b) *401(a)(17) Limit*

The following amounts of compensation shall not be taken into account in determining allocations to be made under the Plan:

- (1) With respect to an employee who first becomes a Participant on or after July 1, 1994, the compensation for a Plan Year that exceeds the annual compensation limit in effect for such Plan year determined under Code Section 401(a)(17)(A) as follows:
 - (A) For Plan Years beginning prior to July 1, 2002, the \$150,000 limit added by the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), and
 - (B) Thereafter, the \$200,000 limit added by the Economic Growth and Tax Relief Reconciliation Act of 2001,

in each case, as adjusted for cost of living increases in accordance with Code Section 401(a)(17)(B), and

- (2) With respect to an employee who first becomes a Participant before July 1, 1994, the compensation for a Plan Year that exceeds the greater of the following limits applicable to that Plan Year:
 - (A) The annual compensation limit as set forth in Code Section 401(a)(17)(A) prior to amendment by OBRA '93, as adjusted for cost of living increases in accordance with Code Section 401(a)(17)(B) prior to amendment by OBRA '93; or
 - (B) Effective July 1, 1994, the amount described in (1) above.
- (3) Summer or Equivalent Term Salary which exceeds one-quarter of the limits described in (1) and (2) above, as applicable.

4.03

EXCESS CONTRIBUTIONS

If the contributions made on behalf of a Participant for a Year exceed the limit of Code Section 415(c) described in Section 4.02 because of a reasonable error in estimating a Participant's compensation, the Participant's After-Tax Voluntary Contributions for the Year will be distributed to the Participant, adjusted for net income or losses, as soon as administratively practicable. For purposes of determining if there are excess contributions, all plans required to be aggregated with the Plan 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 contributions 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.

4.04

ROLLOVER CONTRIBUTIONS

Rollover Contributions shall be accepted and credited 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 contributions made to the Plan on behalf of a Participant as described in this Article 4 shall be credited to the Participant's Accumulations and invested as described in Article 5. Pre-tax and after-tax contributions will be accounted for separately.

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

TRANSFER 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, DC Funds and any other investments approved by the Treasurer and permissible under the Trust that offers 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) *DC Funds*. DC Fund, 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 a 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 DC Fund in this group is made available for retirement investing by its management company. The Treasurer does not monitor individual performance of the DC 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

IN-SERVICE WITHDRAWALS OF ACCUMULATIONS

(a) *After-Tax Voluntary Accumulations*

A Participant who has not had a Severance from Employment may request a full or partial withdrawal of his or her After-Tax Voluntary Accumulations by submitting a request to the Plan Administrator.

All or any portion of a full or partial withdrawal of After-Tax Voluntary Accumulations that qualifies as an Eligible Rollover Distribution may be paid as a Direct Rollover.

(b) *Rollover Accumulations*

A Participant who has not had a Severance from Employment may request a full or partial withdrawal of his or her Rollover Accumulations by submitting a request to the Plan Administrator.

All or any portion of a withdrawal of Rollover Accumulations that qualifies as an Eligible Rollover Distribution may be paid as a Direct Rollover.

(c) *Funding*

The amount to fund a withdrawal described in subsections (a) or (b) above shall be withdrawn from the Participant's After-Tax Voluntary Accumulations or Rollover Accumulations, as applicable as described in the Plan Regulations.

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 Severance from Employment, subject to the timing requirements outlined in the Plan Regulations and the Participant's Required Beginning Date. 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 until he or she again severs from employment, subject to the provisions of Section 7.03.

Distributions made on and after a Participant's Severance from Employment, 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:

- (a) 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.
- (b) 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.
- (c) 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 2.14(d) or Section 2.14(e) (and, for distributions made on and after January 1, 2008, Section 2.14(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

A Beneficiary's designated share of the Participant's Accumulations shall be immediately payable to the Beneficiary at the death of the Participant. If the Beneficiary of a Participant dies before receiving his or her designated share of the Participant's Accumulations, the Beneficiary's share shall be immediately payable to the Beneficiary's Beneficiary. Payment of death benefits shall be subject to procedures governing distribution requests established by the Plan Administrator.

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 constitutes 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 is treated as an Eligible Rollover Distribution made to an Eligible Retirement Plan described in Section 2.14(d) or Section 2.14(e) (and, for distributions made on and after January 1, 2008, Section 2.14(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 Participants' Accumulations shall be invested in the UC Savings Fund on all such Participants' 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 7.08(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 to obtain such directions, 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 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 LOANS

Loans are not offered in the Plan. To the extent allowed by the Code, a Participant's Accumulations may be taken into account to determine the maximum amount that may be loaned from another University-sponsored plan that provides for Participant loans.

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-qualified 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 of the Plan. 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 Trust 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, the Treasurer and the Trustee

(which may be The Regents) 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 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 or deductions, 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

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

ARTICLE 12 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 Severance from Employment 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.

ARTICLE 13 TRUST

13.01 ESTABLISHMENT

The following sections of this Article 13 provide for the establishment of a Trust to hold any contributions made under the Plan, and earnings thereon.

All amounts of contributions and all transfers of other assets made pursuant to the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property or rights will be held in trust for the exclusive benefit of Participants and Beneficiaries (for purposes of this Article, "Participant" includes an "Alternate Payee" except as otherwise specifically provided).

It shall be impossible at any time prior to the satisfaction of all liabilities with respect to Participants and Beneficiaries for any part of the Trust, other than such part as is required to pay taxes and reasonable expenses of administration of the Plan and the Trust (including payment of Trustee's fees), to be used for or diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries.

13.02 TRUSTEE

The Regents shall serve as Trustee of the Trust established for the Plan to take, hold, invest, administer and distribute the Trust in accordance with the provisions of the Plan and Trust. The Trustee may delegate all or any part of its duties as Trustee. The Regents may also substitute another person (including but not limited to a bank within the meaning of Code Section 408(n)) to serve as the Trustee.

13.03 TITLE

The Trustee is vested with title to all the assets of the Trust and shall have full power and authority to do all acts necessary or appropriate to carry out its duties hereunder. No Participant, Beneficiary, or any other person shall have any right or interest in the Trust except as provided in

the Plan. Prior to the time of distribution, neither a Participant nor a Beneficiary (nor a legal representative of a Participant, a Beneficiary, or any other person) shall have any right, by way of anticipation or otherwise, to assign, encumber, or in any manner dispose of any interest in the Trust except as permitted under the Plan or as required by law or directed by a court of competent jurisdiction.

13.04 CUSTODY

The Trustee designates the Treasurer to act as custodian of the assets comprising the UC Funds. The Treasurer is authorized to redelegate such custodial duties to one or more banks within the meaning of Code Section 408(n). Each custodian so designated shall receive and hold as part of the Trust such assets of the Plan as may be transferred to it from time to time. A custodian shall be accountable only for the assets actually received by it.

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).

Each Participant's Accumulations shall be accounted for by the Record Keeper, which shall provide regular reports to the Plan Administrator.

13.05 INVESTMENT

(a) *Management.* The Trustee shall have the duty to (i) hold and, subject to the provisions of this Section 13.05 and Article 5 governing Participant direction of investment, to invest and to reinvest the assets of the Trust and (ii) make payments or other distributions therefrom in accordance with the directions of the Plan Administrator. The Trustee shall invest and reinvest the assets of the Trust and keep the same invested, without distinction between principal and income, in stocks, bonds, stock options, options contracts of any type, contracts for the immediate or future delivery of financial instruments and other property or other securities or certificates of participation or shares of any mutual investment company, trust or fund, or annuity or investment contracts issued by an insurance company or in any other property of any kind, real or personal, tangible or intangible, as it may deem advisable, provided, however, that the Trustee may hold assets of the Trust invested in cash from

time to time if and to the extent that it may deem it to be in the best interests of the Trust.

- (b) *UC Funds.* The Trustee shall segregate a portion of the Trust assets, which in the aggregate shall constitute the UC Funds. Each such fund is established and maintained by The Regents as an Investment Option under the Plan. The Trustee delegates to the Treasurer of the Regents the power and authority to invest, acquire, manage and dispose of the assets of the UC Funds consistent with the investment policies adopted by The Regents. The Treasurer may appoint one or more Investment Managers to manage the assets of each UC Fund. The Treasurer may remove an Investment Manager when the Treasurer deems such removal to be necessary or appropriate. If an Investment Manager is removed or resigns, the authority and duty to invest and reinvest the assets formerly under the control and management of the Investment Manager shall revert to the Treasurer except to the extent the Treasurer appoints a successor Investment Manager for such assets. Neither the Trustee nor the Treasurer shall be liable for the acts of omissions of an Investment Manager or be under obligation to invest or otherwise manage any asset of a UC Fund that is subject to the management of such Investment Manager, except that the Treasurer shall carry out the instructions of such Investment Manager in disposing of assets held in a UC Fund and in acquiring other assets for a UC Fund. The fees and reasonable expenses of each Investment Manager shall be paid from the Trust.
- (c) *Participant Direction.* In accordance with Article 5 of the Plan, the assets of the Trust shall be invested in Investment Options consistent with the directions of the Participants and the procedures established by the Plan Administrator and carried out by the Record Keeper. Neither the University, the Trustee, the Plan Administrator, the Treasurer nor the Record Keeper shall have a duty to question any investment direction of a Participant 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 over the investment of the Participant's Accumulations, or to evaluate the performance of such Accumulations, and all such parties shall be fully protected in acting in accordance with such directions or failing to act in the absence of such directions.

13.06

POWERS OF TRUSTEE

The Trustee will have the following powers and authority, to be exercised in its sole discretion:

- (a) To keep any or all securities or other property in the name of a nominee with or without power of attorney for a transfer or in its own name without disclosing its fiduciary capacity, or in bearer or book entry form;
- (b) To make, execute, acknowledge and deliver any and all instruments deemed necessary or appropriate to carry out the powers herein granted;
- (c) To employ suitable agents, including, but not limited to, auditors, actuaries, accountants, and legal and other counsel, and to pay their expenses and reasonable compensation for services to the Trust from the Trust. The Trustee may consult, from time to time, with legal counsel who may, but need not be, legal counsel for The Regents and will be fully protected in acting or refraining from acting upon the advice of any counsel with respect to legal questions;
- (d) To settle securities trades through a securities depository that utilizes an institutional delivery system, in which event the Trustee may deliver or receive securities in accordance with appropriate trade reports or statements given to the Trustee by such depository; and
- (e) To vote upon any stock, bonds or other securities of any corporation, association or trust at any time comprised by the Trust, or otherwise consent to or request any action on the part of such corporation, association or trust, and to give general or special proxies or powers of attorney, with or without power of substitution, and to exercise any conversion privileges, subscription rights or other options; to participate in reorganizations, recapitalizations, consolidations, mergers and similar transactions with respect to such securities; to deposit such securities in any voting trust, or with any protective or like committee, or with a trustee, or with depositories designated thereby; and generally to exercise any of the powers of an owner with respect to securities or property comprised by the Trust that the Trustee deems to be for the best interests of the Trust.

In addition, the Trustee shall have all of the powers, rights and privileges conferred upon and granted to, trustees under the trust laws of the state of California. Without limiting the generality of the foregoing, the Trustee

shall be authorized to buy and sell property on such terms as it deems advisable, to enter into contracts and leases, to borrow money and to mortgage or pledge any Trust property, to employ agents, to engage in litigation as plaintiff or defendant, to exercise all rights of ownership of stock owned by the Trust and to pay any expenses or assessments against the Trust or its property.

13.07

VALUATION

The assets of the Trust shall be valued at their fair market values on the date of valuation, as determined by the Trustee, based upon such sources of information as it may deem reliable including, but not limited to, stock market quotations, statistical evaluation services, newspapers of general circulation, financial publications, advice from investment counselors or brokerage firms, or any combination of sources. The Plan Administrator may establish, for administrative purposes, unit values for one or more UC Funds. If unit accounting is established for any UC Fund, the value of each Participant's or Beneficiary's interest in such fund (or any portion of such fund) shall be an amount equal to the then value of a unit in such fund multiplied by the number of units then credited to the account of the Participant or Beneficiary.

13.08

LEGAL ACTIONS

If the Trustee must commence or defend any action, administrative, judicial or otherwise, the Trustee may retain professionals, including legal or financial advisors to represent the Trustee in its capacity as Trustee hereunder. The reasonable expenses of retaining such professionals will be paid from the Trust.

No Participant or Beneficiary will be considered necessary parties in any legal action or proceeding with respect to the Trust except insofar as such action or proceeding relates specifically to such person. No other person having an interest in the Trust will be entitled to notice of any such action or proceeding. Any judgment entered on any such action or proceeding will be binding on all persons claiming under the Trustee.

13.09

RESIGNATION OR REMOVAL

The Trustee may resign at any time. If the Trustee that is resigning is The Regents, resignation shall be made by substituting another person

as Trustee in accordance with Section 13.02. Any other Trustee may resign by delivering to The Regents a written notice of resignation to take effect not less than sixty (60) days after delivery unless such time period is waived by the Trustee. The Regents may remove the Trustee at any time by delivering to the Trustee a written notice of removal. Such resignation or removal will take effect no less than sixty (60) days after delivery of written notice thereof to the Trustee unless the Trustee waives such time period. However, The Regents may require that resignation or removal shall take effect at an earlier time specified by The Regents if such earlier time is necessary to comply with their duties and responsibilities set out in Section 13.01.

Upon the resignation or removal of the Trustee, The Regents shall appoint a successor Trustee, which may be The Regents.

Upon the effective date of removal or resignation, the Trustee shall immediately transfer to the successor trustee all assets of the Trust as it is then constituted and true copies of all of its records relating to the Trust. The Trustee shall execute and deliver all documents and instruments that are necessary or appropriate to transfer and convey the right, title and interest in all Trust assets to any successor Trustee, as instructed by The Regents. No later than ninety (90) days after such transfer, the Trustee shall provide a true and complete final accounting to The Regents of all items with respect to these Plan assets as are requested, in writing, by The Regents.

Upon receiving assets of the Trust and the related documents, the successor Trustee will become vested in all the assets, powers, duties and rights of the Trustee under the Trust with respect to such assets with the same effect as though the successor Trustee were originally named as Trustee hereunder.

13.10

AMENDMENT, TERMINATION, REVOCATION

The Regents reserves the right at any time and from time to time to amend, retroactively if necessary, in whole or in part, any or all of the provisions of this Trust by notice thereof in writing delivered to the Trustee, provided that no such amendment that affects the rights, duties, liabilities or responsibilities of the Trustee may be made without its consent and provided further that no such amendment shall authorize or permit any part of the corpus or income of the Trust to be used or

diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries.

The Trust may be terminated at any time by The Regents, in which case the Trustee shall dispose of the Trust in accordance with written direction of the Plan Administrator and upon certification that such direction is in accordance with the terms of the Plan. The Trustee may reserve such reasonable amounts as the Trustee may deem necessary for outstanding and accrued charges against the Plan, including Trustee's and Custodian's expenses. Upon termination of the Trust, the Trustee will continue to have all of the powers provided in this Article 13 as are necessary or desirable for the orderly liquidation of the Trust.

The Trust may be revoked only if the Internal Revenue Service determines that the Plan is not an eligible profit sharing plan under Code Section 401(a). In all other instances, the Trust is irrevocable. Termination of the Trust shall not relieve The Regents of the continuing obligation to pay savings and retirement income attributable to the After-Tax Account or Employer Pickup Contributions upon the applicable distribution date.

APPENDIX A

SENIOR MANAGEMENT SUPPLEMENTAL BENEFIT PROGRAM

The terms of the Plan are modified, effective December 1, 2005, by the provisions of Appendix A and Exhibits A-1 and A-2, as set forth below. All terms and conditions of the Plan apply to contributions made in accordance with Appendix A and Exhibits A-1 and A-2 and related earnings except to the extent any such terms contradict the provisions of Appendix A and Exhibits A-1 and A-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 A, 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 A Employee, includes the total amount of Fixed Contributions made in accordance with this Appendix A, plus interest and earnings and less losses and distributions, as well as the amounts described in Section 2.01 of the Plan.
- (b) *Appendix A 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 A Employee, shall be deemed an Appendix A Employee.

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

- (c) *Fixed Contribution* means the contributions made by the University on behalf of an Appendix A Employee (or a former Appendix A Employee as described in Section 3(b) below) in the amount and as of the month or Year specified in Exhibits A-1 and A-2.
- (d) *415 Limit* means maximum amount of annual additions that may be credited to an Appendix A Employee's Accumulations for a Year under the limitations established by Code Section 415(c)(1).
- (e) *Participant*, with respect to an Appendix A Employee, includes an employee who becomes a Participant as described in Section 2 below.

2. PARTICIPATION

If a Fixed Contribution is made on behalf of an Appendix A Employee, the employee will become a Participant regardless of whether any other contributions are credited to the employee's Accumulations as described in Plan Article 4.

3. CONTRIBUTIONS

- (a) The University will make a Fixed Contribution on behalf of an employee in the amount and for the Year specified in Exhibit A-1 within the time prescribed by law for making such contributions. A Fixed Contribution specified on Exhibit A-1 may be made for a Year in which an individual designated on Exhibit A-1 has ceased to be an Appendix A Employee, whether by termination of employment or otherwise, unless the contribution would create an excess amount under the 415 Limit. If an Appendix A Employee is not named on Exhibit A-1 as eligible to receive a Fixed Contribution for a Year, such employee's Fixed Contribution for purposes of Exhibit A-1 for such Year is deemed to be zero. The amount of a Fixed Contribution, for purposes of Exhibit A-1, will be calculated under the formula set forth in Exhibit A-1 or made in

the specified dollar amount determined by the Plan Administrator consistent with PPSM-II.

- (b) The University will make a Fixed Contribution on behalf of an Appendix A Employee designated on Exhibit A-2 in the amount, and for the month, as specified in Exhibit A-2. Notwithstanding the prior sentence, no monthly contribution scheduled to be made on behalf of an individual as specified on Exhibit A-2 will be made for any month during which the individual is paid no, or a reduced amount of, compensation by the University for services performed while an Appendix A Employee. If an Appendix A Employee is not named on Exhibit A-2 as eligible to receive a Fixed Contribution for a specified month, such employee's Fixed Contribution for such month for purposes of Exhibit A-2 is deemed to be zero. The amounts of the Fixed Contributions on Exhibit A-2 are determined by the Plan Administrator consistent with PPSM-II.

4. ACCOUNTING

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

5. LIMITATION ON CONTRIBUTIONS

If a Fixed Contribution that would otherwise be credited to an Appendix A 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.

6. EXCESS AMOUNTS

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

7. AMENDMENTS

The Plan Administrator may revise or terminate Appendix A and Exhibits A-1 and A-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 A and Exhibits A-1 and A-2 if the Internal Revenue Service fails to issue a favorable determination on the Plan as amended to incorporate Appendix A.

Exhibit A-1
Defined Contribution Plan Fixed Contributions for Calendar Year

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount
1000274701	\$ 0.00	\$ 496.76	\$ 0.00
2000341901	24,443.51	0.00	0.00
3000065162	32,340.33	37,489.24	0.00
4000076450	34,815.64	36,919.28	37,205.02
5000011924	9,404.79	304.30	0.00
6000010181	0.00	476.11	71.83
7000809607	27,674.57	308.51	0.00
8000327751	8,433.38	3,998.68	0.00
9000584277	33,760.58	18,937.87	0.00
10000258801	0.00	972.27	44.02
11000209201	32,686.55	40,698.42	305.57
12000817862	33,646.91	197.27	0.00
13000286403	0.00	319.86	36.33
14000876668	25,864.55	0.00	0.00
15000007580	0.00	0.00	2,273.43
16000015862	32,584.33	40,034.83	0.00
17000088141	0.00	768.31	2,310.56
18000099350	0.00	0.00	254.83
19000165912	33,055.99	34,878.32	36,533.35
20000003161	17,991.53	0.00	1,470.80
21000218458	18,695.51	540.56	2,274.70
22000322719	33,311.33	0.00	397.57
23000325862	32,507.98	1,443.10	2,268.29
24000006347	34,660.20	0.00	0.00
25000003256	25,366.37	0.00	541.74
26000005644	35,810.90	723.65	205.72
27000518403	0.00	1,126.13	2,409.77
28000006440	0.00	348.35	1,981.29
29000608412	33,480.50	33,607.25	37,114.25
30000628733	37.61	0.00	1,886.66
31000006464	0.00	1,921.70	2,441.72
32000686438	16,929.03	767.82	2,090.77
33000728420	0.00	2,528.94	2,576.77
34000815921	33,283.00	42,133.05	0.00
35000906318	28,766.24	0.00	1,681.05
36000994241	25,893.15	0.00	661.13
37000141597	35,664.32	6,960.11	991.04
38000173827	0.00	1,173.18	0.00
39000078766	32,012.63	40,543.07	0.00
40000086522	36,944.12	1,885.92	0.00
41000105090	34,163.36	42,979.57	0.00
42000085508	33,948.65	53.00	0.00
43000084544	33,947.12	1,292.46	0.00

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount
44000131593	\$ 18,596.89	\$ 1,348.50	\$ 0.00
45000097314	35,551.64	32,476.14	0.00
46000092217	0.00	1,225.88	0.00
47000106215	35,667.85	0.00	0.00
49000079547	36,132.42	0.00	0.00
50000203529	5,102.50	0.00	0.00
51000174417	0.00	1,208.17	0.00
52000083925	35,799.26	0.00	0.00
53000075286	35,936.30	2,609.84	0.00
54459803698	31,702.33	40,281.00	0.00
55330683947	17,290.82	2,695.90	412.70
56817051147	19,409.98	34,522.00	34,578.00
57464683747	33,880.00	1,412.25	72.31
58045577939	34,866.01	36,925.30	241.24
59968517417	33,454.66	10,431.46	136.85
60580077576	35,268.00	25,490.53	160.03
61876541939	0.00	1,163.52	53.84
62462280835	34,057.35	19,888.80	0.00
63790517767	4,287.75	1,416.09	2,256.57
64382212801	36,948.00	38,906.68	0.00
65180624892	20,308.00	38,858.00	39,272.66
66219122405	26,190.65	1,262.41	97.65
67147940183	26,861.56	519.54	66.16
68584383251	28,088.34	23,643.92	0.00
69747512028	10,658.42	1,187.17	142.61
70860638592	33,184.12	35,534.79	32,412.75
71430611103	36,837.36	0.00	0.00
72207952805	36,566.00	0.00	0.00
73119929180	0.00	0.00	26,643.23
74222327827	29,947.61	0.00	0.00
75947093209	25,166.99	0.00	0.00
76947299566	20,362.05	0.00	0.00
77533015624	1,984.85	0.00	0.00
79010001255	36,282.20	0.00	0.00
80010018783	32,503.50	0.00	0.00
81011116464	35,222.00	42,543.99	0.00
82010737751	35,586.20	14,327.67	0.00
83010037065	12,647.45	0.00	0.00
84010042964	34,646.31	34,628.19	0.00
85010048817	12,205.32	0.00	0.00
86010136148	12,068.06	0.00	0.00
87010144109	33,428.00	23,729.45	0.00
88010936988	23,282.48	0.00	0.00
89010233203	36,359.32	0.00	0.00
90011712393	32,431.66	23,359.07	140.49
91010060331	36,522.00	743.48	469.42
92010063375	39,037.98	205.26	17.37
93011215214	36,176.00	288.14	43.88

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount
94011011056	\$ 36,284.66	\$ 282.09	\$ 43.89
95010105098	33,384.66	19,821.56	0.00
96010115282	37,006.46	836.01	457.13
97010796566	38,105.61	26,492.20	0.00
98010415898	37,188.66	432.15	0.00
99011549556	0.00	252.11	0.00
100010265720	37,184.00	54.05	49.04
101090407044	35,758.64	36,556.33	15,246.39
102090007266	32,803.50	35,264.04	41,627.54
103090019978	30,756.65	36,668.00	0.00
104090010154	36,406.00	23,782.19	131.07
105091495932	31,548.98	15,996.61	128.52
106090337031	37,196.66	3,041.59	389.71
107090007582	29,556.00	38,090.00	5,256.01
108091958257	32,960.09	294.19	795.99
109090900434	32,827.00	34,239.71	24,906.13
110090070503	38,698.69	318.07	324.18
111091119875	9,388.42	336.12	92.16
112090825911	37,383.35	252.13	38.18
113090002766	36,340.66	38,468.00	0.00
114090833083	36,786.66	708.91	159.42
115090076598	32,089.35	3,618.94	569.29
116090907310	35,446.67	37,435.00	193.69
117090838118	35,016.66	36,637.36	29,696.29
118090256498	34,507.89	0.00	0.00
119090861199	14,423.16	0.00	0.00
120090854109	7,957.32	0.00	0.00
121090007315	1,410.84	0.00	0.00
123090005682	36,642.44	10,773.62	0.00
124090091841	34,601.74	0.00	0.00
125090292041	13,521.81	0.00	0.00
126090008497	14,790.05	0.00	0.00
127090602624	36,542.06	0.00	0.00
128855658422	37,613.36	7,018.50	0.00
129850623975	36,895.33	28,429.37	57.08
130853291770	1,132.12	318.08	0.00
131854684544	35,539.33	37,040.02	1,342.80
132855975099	111.06	0.00	612.43
133853319142	15,918.55	942.27	87.84
134850933515	35,700.16	0.00	0.00
135000027300	36,136.00	40,863.35	0.00
136000029144	2,281.99	37,223.85	37,851.58
137000167380	27,913.89	115.27	17.34
138000189962	38,284.10	105.35	0.00
139000214389	35,580.08	3,241.07	1,803.27
140000278697	38,546.38	2,734.56	0.00
141000292726	36,162.66	5,641.00	3,292.19
142000358348	37,504.00	169.28	695.02

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Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount
143000376722	\$ 37,483.69	\$ 240.08	\$ 260.03
144000376980	36,906.79	2,238.26	235.28
145000406174	35,341.67	426.14	4,259.71
146000443522	36,280.66	14,118.24	0.00
147000475015	38,337.35	122.47	39.53
148000493681	33,513.96	654.14	1,012.79
149000513870	38,690.64	0.00	0.00
150000559862	31,555.00	486.23	0.00
151000570168	36,323.42	4,997.18	0.00
152000586571	37,516.26	140.42	157.75
153000640831	37,786.65	136.87	0.00
154000692244	35,903.00	37,531.58	11,019.32
155000725882	904.21	36,796.56	36,698.23
156000740656	26,602.10	1,174.20	498.97
157000870050	37,488.00	36,692.90	34.23
158000875600	36,762.00	38,816.00	16,954.87
159000914339	34,990.66	35,949.68	40,475.42
16000010200	32,825.00	34,693.50	0.00
161000249384	3,659.12	0.00	0.00
162000307600	39,127.78	0.00	0.00
163824307554	38,036.01	185.39	0.00
164862435041	36,468.00	15,892.32	78.18
165830997404	32,599.98	33,963.33	34,078.00
166843463242	37,204.00	38,879.35	21,294.65
167501071292	34,001.99	35,926.68	30,620.58
168103345174	5,067.65	780.02	2,365.60
169601127825	0.00	300.12	319.82
170802744467	11,222.00	37,167.00	36,098.99
171903347777	3,835.30	624.24	186.01
172501176920	35,284.32	37,275.52	15,297.92
173601228848	34,488.01	42,373.75	0.00
174001247680	31,996.22	35,456.41	33,683.92
175800198219	37,125.33	42,883.09	0.00
176602552464	35,172.82	37,111.52	37,228.16
177302968407	37,238.30	39,055.03	19,588.75
178901523598	36,200.00	38,260.00	37,632.26
179901579825	36,436.00	38,471.50	18,161.94
180603251219	13,903.64	276.18	207.39
181901587000	35,878.00	37,203.00	23,149.50
182101003907	35,549.33	30,312.52	1,466.47
183800314704	35,628.00	1,132.95	696.26
184401646460	35,131.99	37,200.00	146.75
185501699250	31,298.65	1,219.27	0.00
186201717444	36,492.00	38,561.32	1,139.34
187502596034	25,488.11	270.48	348.58
188102740854	144.42	353.86	1,108.79
189603253954	0.00	288.13	85.19
190602697645	36,168.00	30,475.09	42.97

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount
191402685304	\$ 27,553.39	\$ 282.23	\$ 42.11
192800244278	36,540.00	38,609.33	3,750.95
193403430528	30,160.88	0.00	0.00
194020275954	36,630.66	38,723.34	0.00
195020397030	32,966.66	34,664.99	33,105.00
196027786391	24,106.67	0.00	18,034.00
197021156302	34,391.92	392.72	509.15
198027556612	2,187.44	986.61	34.24
199021932181	31,592.14	33,423.03	31,726.81
200022669782	20,394.18	0.00	0.00
201026300897	34.06	0.00	327.04
202020388336	21,264.06	6,663.49	0.00
203027202837	34,702.97	19,388.34	1,001.96
204024482515	36,358.50	5,390.67	144.05
205022702112	31,343.53	31,266.06	29,207.52
206025042342	36,437.32	7,713.88	568.00
207027897107	20,494.11	366.11	514.82
208024447906	24,583.41	0.00	0.00
209029600368	2,929.52	0.00	0.00
210023675143	34,218.52	1,122.08	4,765.64
211027614353	0.00	228.12	0.00
212027881705	33,972.66	35,633.97	32,740.64
213028584605	0.00	294.19	568.00
214029099082	13,419.03	468.07	1,225.65
215302968134	33,684.01	31,894.33	0.00
216703059188	12,615.81	226.88	51.24
217403055182	11,454.73	384.19	87.14
218103065583	7,684.52	390.23	219.19
219503433526	0.00	474.21	127.90
220758269898	35,654.75	6,322.35	0.00
222768637384	6,691.40	0.00	0.00
223757391828	37,058.00	30,993.48	0.00
224788580165	37,659.39	0.00	0.00
225754670756	35,617.62	36,987.50	57.06
226744580373	7,301.59	0.00	0.00
227727812779	21,339.06	0.00	65.00
228756812670	331.73	0.00	0.00
229721624468	14,845.72	0.00	0.00
230753289029	15,452.12	0.00	1,639.33
231781412912	35,943.52	29,495.66	137.94
232738683923	0.00	0.00	37.79
233503254789	0.00	33,307.32	33,640.00
234000217698	35,815.00	36,783.55	5,582.89
235200258032	38,065.00	118.85	213.13
236002966990	3,652.40	126.05	857.63
237403259508	16,367.86	432.18	103.37
238603259512	20,512.42	540.24	80.87
239002967225	35,111.50	342.16	82.63

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount
240302967587	\$ 35,702.00	\$ 183.68	\$ 43.73
241202967795	32,299.95	33,843.98	103.37
242902969296	0.00	115.25	17.41
243101207400	35,260.00	41,051.49	0.00
244803153449	10,701.33	462.24	1,257.21
245903335430	31,803.16	33,998.16	38,981.50
246803429368	26,410.02	0.00	0.00
247300319558	19,957.18	210.18	0.00
248002967956	11,484.18	264.07	39.49
249302968921	13,865.09	9,853.05	71.93
250000849583	38,787.31	15.30	0.00
251602969448	38,228.68	210.18	0.00
252002967937	37,789.50	40,994.85	0.00
253702964997	13,287.71	264.07	177.52
254602968057	35,322.94	40,408.08	0.00
255102974635	34,932.99	31,679.69	0.00
256502967204	37,124.00	39,166.00	36,161.61
257802966689	36,372.00	3,978.15	115.96
258902967141	35,752.34	36,684.68	26,754.04
259503362270	189.37	270.13	40.38
260500238735	36,241.00	40,432.89	0.00
261802969386	19,906.63	318.08	47.39
262002968423	38,896.00	273.68	0.00
263402967030	36,500.00	37,052.24	169.60
264802966712	35,628.01	37,569.67	66.74
265302968105	36,300.00	29,916.42	0.00
266100278083	19,642.98	33,378.66	33,378.00
267202966729	36,592.00	38,602.99	40.45
268301324380	34,541.32	36,353.32	34,973.67
269702966802	37,024.00	41,202.98	0.00
270302967441	36,111.20	785.37	67.60
271402967313	36,111.20	532.17	56.21
272302966861	37,907.99	133.25	19.99
273202969271	20,571.00	37,597.18	36,591.89
274700670303	38,156.01	42,559.81	0.00
275702967203	33,317.00	39,043.97	0.00
276603151804	30,181.03	14,100.64	7,944.38
277602967878	2,244.67	36,083.34	35,394.34
278402967902	35,256.33	5,323.06	1,270.18
279800328287	0.00	1,277.66	0.00
280803252232	0.00	1,410.20	0.00
281603434634	0.00	0.00	542.63
282803430946	0.00	260.17	0.00
283202686432	0.00	1,684.25	0.00
284303413336	0.00	570.11	823.21
285011603682	0.00	1,653.02	265.27
286600269788	0.00	37,275.33	48.35
287011844655	0.00	1,931.43	58.92

Employee ID	2005 One-time Amount	2006 One-time Amount	2007 One-time Amount
288103482585	\$ 0.00	\$ 1,361.43	\$ 133.20
289000890030	0.00	11,810.77	1,450.97
290850594655	0.00	50.22	419.98
291000785674	0.00	3,130.38	922.30
292733561244	0.00	9.72	84.41
293824745171	0.00	0.00	51.10
294000270241	0.00	1,446.25	1,977.12
295000938050	0.00	1,982.58	2,104.14
296119129658	0.00	5,684.20	178.01
297513823534	0.00	870.43	0.00
298027736230	0.00	13,751.02	0.00
299101895272	0.00	35,923.32	0.00
300000089322	0.00	251.91	0.00
301000141787	0.00	0.00	51.97
302341413060	0.00	1,741.65	0.00
303403157859	0.00	11.79	0.00
304501011967	0.00	36,346.88	0.00
305401052091	0.00	22,803.72	0.00
306501134100	0.00	39,106.89	7,832.25
307901165750	0.00	33,463.82	36,781.68
308301352575	0.00	36,087.84	0.00
309001411114	0.00	35,047.38	0.00
310801493865	0.00	39,485.94	0.00
311301513045	0.00	39,562.68	0.00
312002617637	0.00	27,640.20	0.00
313501642758	0.00	38,972.00	13,782.34
314201659590	0.00	30,480.16	0.00
315200244747	0.00	39,178.21	0.00
316200233428	0.00	39,829.06	0.00
317401748675	0.00	30,004.69	0.00
318401881805	0.00	41,240.02	0.00
320011539126	0.00	0.00	1,855.20
321851661545	0.00	2,006.25	0.00
322027622174	0.00	3,257.89	1,679.76
324202967031	0.00	857.45	0.00
325503237484	0.00	26.68	138.05
326503578487	0.00	0.00	8,463.74
327020208906	0.00	0.00	255.28
328003631487	0.00	0.00	155.51
329090029544	0.00	0.00	1,004.26
330903631906	0.00	0.00	5,336.04
331749380089	0.00	0.00	846.94
332011087622	0.00	0.00	38,757.26
333596416800	0.00	0.00	1,296.97
336502967652	0.00	0.00	29.01
340011045745	0.00	0.00	42,899.81
342203640179	0.00	0.00	1,317.23

Exhibit A-2
Defined Contribution Plan Fixed Contributions for Calendar Year

Employee ID	2005 Annual Amount	2006 Monthly Amount	2007 Monthly Amount	2008 Monthly Amount
168103345174	\$ 0.00	\$ 0.00	\$ 245.83	\$ 0.00
205022702112	0.00	0.00	261.25	272.08
296119129658	0.00	0.00	41.66	0.00
298027736230	0.00	0.00	41.67	0.00