THE OHIO STATE UNIVERSITY
403(b) RETIREMENT PLAN

Amended and restated effective as of January 1, 2022

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ARTICLE I BACKGROUND

1.1 Plan History. The Employer previously established the Plan, a retirement plan governed by Code Section 403(b), for the benefit of certain employees. Effective January 1, 2004, the Employer established a written Plan document setting forth the terms of the Plan, and also amended the Plan at that time in certain respects effective as of that date. The January 1, 2004 amendments included the addition of provisions allowing the Employer to make discretionary contributions on behalf of certain employees of the Employer from time to time. The Plan was amended and restated effective as of January 1, 2009, and was subsequently amended on February 8, 2010, February 2, 2011, and December 15, 2014. The Plan was most recently amended and restated effective as of January 1, 2016, and was subsequently amended on June 8, 2018 and January 1, 2020.

1.2 Plan Restatement. The Plan is hereby amended and restated effective as of January 1, 2022, except that provisions adopted by the Employer under the Coronavirus Aid, Relief, and Economic Security Act to provide relief to Participants in 2020 were effective as of the earlier effective dates stated herein.

1.3 Purpose of Plan. The purpose of the Plan is to provide retirement income for Participants and their Beneficiaries who qualify for Plan benefits. The Plan is intended to continue to comply with the requirements of Code Section 403(b), and is not intended to qualify under Code Section 401(a). The Employer is a governmental entity as defined in Code Section 414(d) and, as such, is exempt from the provisions of the Employee Retirement Income Security Act of 1974, as amended.

ARTICLE II RULES OF CONSTRUCTION

2.1 Gender and Number. Except when otherwise indicated by context, masculine gender shall include the feminine and words used in the singular shall include the plural whenever appropriate.

2.2 Titles to Articles and Sections. Titles to Articles and Sections are for general information only, and are not to be considered in the interpretation or construction of the Plan's provisions.

2.3 Applicable Law. The Plan shall be construed and enforced in a manner that is consistent with the Code. To the extent that state law has not been preempted by federal law, the laws of the State of Ohio shall control. In the event any provision of the Plan is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the requirements of Code Section 403(b).

2.4 Severability. If any provision of the Plan is held to be illegal or invalid for any reason or would result in a failure to comply with the requirements of Code Section 403(b) or other applicable law, that provision shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included in the Plan during the applicable period of time for which that provision is held to be illegal, invalid or would result in a failure to comply with Code Section 403(b) or other applicable law.

ARTICLE III DEFINITIONS

Whenever used in the Plan, the terms set forth in this Article III shall have the meanings ascribed to them herein unless the Plan expressly states otherwise, and when the defined meaning is intended, the term shall be capitalized.

3.1 Account. "Account" means the record of the account or accumulation established and maintained by the Provider for the benefit of a Participant with respect to the Participant's total interest in the Plan attributable to Elective Deferrals, Age 50 Catch-Up Contributions, Special Code Section 403(b) Contributions for Employees with 15 Years of Service, Discretionary Matching Contributions, Discretionary Non-elective Contributions, Rollover Contributions, and Transfer Contributions under a Funding Vehicle. "Account" may refer to any or all of the following:

(a) "Pre-Tax Contribution Account" means the record established and maintained for each Participant with respect to the Participant's total interest in the Plan attributable to Pre-Tax Contributions pursuant to Section 5.1.

(b) "Roth Contribution Account" means the record established and maintained for each Participant with respect to the Participant's total interest in the Plan attributable to Roth Contributions pursuant to Section 5.1.

(c) "Matching Contribution Account" means the record established and maintained for each Participant with respect to the Participant's total interest in the Plan attributable to Discretionary Matching Contributions pursuant to Section 5.3.

(d) "Non-elective Contribution Account" means the record established and maintained for each Participant with respect to the Participant's total interest in the Plan attributable to Discretionary Non-elective Contributions pursuant to Section 5.4.

(e) "Loan Account" means the record of unpaid principal and accrued interest on a loan to a Participant under a loan program provided under a Funding Vehicle.

(f) "Rollover Contribution Account" means the record established and maintained for each Participant with respect to the Participant's total interest in the Plan attributable to Rollover Contributions to the Plan pursuant to Section 10.1.

(g) "Roth Rollover Contribution Account" means the record established and maintained for each Participant with respect to the Participant's total interest in the Plan attributable to Roth Rollover Contributions to the Plan pursuant to Section 10.1.

(h) "Transfer Contribution Account" means the record established and maintained for each Participant with respect to the Participant's total interest in the Plan attributable to plan-to-plan transfers that were permitted under the terms of the Plan in effect prior to January 1, 2016.

The Employer or the Provider may establish additional sub-accounts within the various Accounts or combine similar Accounts or sub-accounts.

3.2 Account Balance. "Account Balance" means the bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account(s), the earnings or losses of each Funding Vehicle (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Article X for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an Alternate Payee.

3.3 Administrator. "Administrator" means the person, committee or entity selected by the Employer to administer the Plan or, if none, the Employer.

3.4 Alternate Payee. "Alternate Payee" means an "alternative payee" as defined in Code Section 414(p)(8).

3.5 Annual Addition. "Annual Addition" means, with respect to each Participant, the sum, for the Limitation Year, of all amounts credited to the Participant's Accounts under the Plan (and, to the extent required pursuant to the Code or applicable Treasury Regulations, to the Participant's accounts in any other qualified retirement plans).

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

3.7 Beneficiary. "Beneficiary" means a designated person who is entitled to receive benefits under the Plan by reason of the Participant's death, subject to such additional rules as may be set forth in the Individual Agreements.

3.8 Chief HR Officer. "Chief HR Officer" means the Senior Vice President for Talent, Culture and Human Resources of the Employer, or, if none, any successor position thereto or any such other individual designated by the Employer.

3.9 Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, any successor tax code, and any valid regulations or other guidance of general applicability promulgated thereunder.

3.10 Credited Compensation.

(a) For Elective Deferrals. For purposes of Elective Deferrals, "Credited Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Participant's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Participant's gross income for the calendar year but for a compensation reduction election under Code Sections 125, 132(f), 401(k), 403(b), or 457(b)

(including an election under Section 5.1 to reduce compensation in order to make Elective Deferrals under the Plan).

(b) For Discretionary Matching Contributions and Discretionary Non-elective Contributions. For purposes of Discretionary Matching Contributions or Discretionary Non-elective Contributions, "Credited Compensation" of a Participant for any period means wages within the meaning of Code Section 3401(a) and all other payments of compensation to the Participant by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052, but excluding any amounts of severance pay. Credited Compensation shall be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed. The compensation of each Participant taken into account in determining Credited Compensation for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B) ($305,000 in 2022).

(c) Post-Severance Compensation. In determining the amount or allocation of any contribution that is based on Credited Compensation, only Credited Compensation paid to a Participant for services rendered to the Employer while employed as an employee of the Employer shall be taken into account. Credited Compensation shall include amounts received following Severance from Employment only if the amounts are "Post-Severance Compensation." Post-Severance Compensation includes the amounts described in (i) and (ii) below, paid after a Participant's Severance from Employment, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment.

(i) Regular pay after Severance from Employment if: (A) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (B) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(ii) Leave cashouts if those amounts would have been included in Credited Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payable for unused accrued bona fide sick leave, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

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

3.12 Disability or Disabled. "Disability" or "Disabled" has the meaning set forth in Code Section 72(m)(7), that is, the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. The permanence and degree of

the impairment shall be supported by medical evidence acceptable to the Employer. The Employer shall have sole discretion to determine whether a Participant has a Disability or is Disabled.

3.13 Discretionary Matching Contribution. "Discretionary Matching Contribution" means an Employer contribution for a Plan Year allocated to a Participant's Account pursuant to Section 5.3.

3.14 Discretionary Non-elective Contribution. "Discretionary Non-elective Contribution" means an Employer contribution for a Plan Year allocated to a Participant's Account pursuant to Section 5.4.

3.15 Elective Deferral. "Elective Deferral" means Pre-Tax Contributions, Roth Contributions, and any other elective deferrals as defined by Code Section 402(g)(3) and the regulations thereunder.

3.16 Employee. "Employee" means any individual, whether appointed or elected, who is employed as a common law employee of the Employer and who is performing services as an employee of the Employer. This definition is not applicable unless the Employee's Credited Compensation for performing services is paid by the Employer. Further, an individual occupying an elective or appointive public office is not an Employee performing services unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of the State or local government.

3.17 Employer. "Employer" means The Ohio State University, which is a State-sponsored educational organization described in Code Section 170(b)(1)(A)(ii). Solely for purposes of applying the limits set forth in Section 6.2, Employer shall mean The Ohio State University and any employer required to be aggregated with The Ohio State University under Code Sections 414(b) (as modified by Code Section 415(h)), 414(c) (as modified by Code Section 415(h)), 414(m), and 414(o) and Treasury Regulation Section 1.414(c)-5.

3.18 Excess Deferral Amount. "Excess Deferral Amount" means the amount of Elective Deferrals for a calendar year that a Participant contributes to the Plan pursuant to Section 5.1 which, when added to amounts deferred under the Plan and other plans or arrangements described in Code Section 401(k), 408(k), 408(p)(2), 403(b), or 501(c)(18), exceeds the limit imposed on the Participant by Code Section 402(g) for the calendar year in which the deferral occurred.

3.19 Fund. "Fund" means the assets of the Plan as the same shall exist from time to time, which shall be invested exclusively in one or more Funding Vehicles.

3.20 Funding Vehicle or Funding Vehicles. "Funding Vehicle" or "Funding Vehicles" means the Annuity Contracts and/or Custodial Accounts issued for funding amounts held under the Plan. Funding Vehicles held under the Plan shall conform to all provisions of the Plan. The provisions of the Funding Vehicle(s) are, to the extent not inconsistent with the Plan, incorporated in the Plan by reference.

3.21 Includible Compensation. "Includible Compensation" means a Participant's actual compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code Section 911 relating to U.S. citizens or residents living abroad), for the most recent period that is a Year of Service which precedes the taxable year by no more than five (5) years within the meaning of Code Section 403(b)(3). Effective January 1, 2009, Includible Compensation includes differential wage payments under Code Section 3401(h). Includible compensation also includes any elective deferral or other amount contributed or deferred by the Employer at the election of the Participant that would be includible in the gross income but for the rules of Code Section 125, 132(f)(4), 401(k), 402(e)(3), 402(h)(1)(B), 402(k), 403(b), or 457(b). The amount of Includible Compensation is determined without regard to any community property laws. Includible Compensation does not include any amounts picked-up by the Employer within the meaning of Code Section 414(h). The amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed $305,000, as adjusted for cost-of- living increases in accordance with Code Section 401(a)(17)(B) for periods after 2022. For purposes of applying the limitations on Annual Additions to non-elective employer contributions pursuant to Code Section 415, Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

Notwithstanding anything herein to the contrary, Includible Compensation shall include amounts received following Severance from Employment only if the amounts are "Post-Severance Compensation." Post-Severance Compensation includes the amounts described in (a) and (b) below, paid after a Participant's Severance from Employment, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment.

(a) Regular pay after Severance from Employment if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) Leave cashouts if those amounts would have been included in Includible Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payable for unused accrued bona fide sick leave, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

3.22 Individual Agreement. "Individual Agreement" means the agreement(s) between a Provider and a Participant that constitute or govern a Funding Vehicle. Such agreements must comply with Code Section 403(b).

3.23 Limitation Year. "Limitation Year" generally means the calendar year. However, if the Participant is in control of an employer pursuant to Section 6.2.3, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

3.24 ORC. "ORC" means the Ohio Revised Code, as amended from time to time.

3.25 Participant. "Participant" means an Employee or former Employee who has an Account Balance under the Plan.

3.26 Plan. "Plan" means The Ohio State University 403(b) Retirement Plan, the terms and provisions of which are set forth herein, as the same may be amended or restated from time to time. The Plan is a governmental plan, as defined in Code Section 414(d).

3.27 Plan Year. "Plan Year" means the consecutive 12-month period commencing each January 1.

3.28 Pre-Tax Contribution. "Pre-Tax Contribution" means a contribution made to the Plan by the Employer on a pre-tax basis at the election of the Participant in lieu of receiving cash compensation and pursuant to the requirements of Section 5.1.

3.29 Provider. "Provider" means the provider of a Funding Vehicle; provided, however, each such entity that fails to meet the requirements of ORC Section 9.911 shall not be eligible to become or remain a Provider hereunder. Participants may select among the Providers who have entered into a Service Provider Agreement with the Employer.

3.30 Qualified Individual. "Qualified Individual" means a Participant: (a) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention; (b) whose Spouse or dependent (as defined in Code Section 152) is diagnosed with such virus or disease by such a test; or (c) who experiences adverse financial consequences as a result of (i) the Participant, the Participant's Spouse, or a member of the Participant's household being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, having a reduction in pay (or self-employment income) due to such virus or disease, or having a job offer rescinded or start date for a job delayed due to such virus or disease, (ii) closing or reducing hours of a business owned or operated by the Participant, the Participant's Spouse, or a member of the Participant's household due to such virus or disease, or (iii) other factors as determined by the Secretary of the Treasury (or the Secretary's delegate). For purposes of this definition, a member of the Participant's household means someone who shares the Participant's personal residence.

3.31 Qualified Distribution. "Qualified Distribution" means a distribution from a Roth Contribution Account or Roth Rollover Contribution Account after the Participant has satisfied the five year tax holding period and has attained age 59 ½, died, or become Disabled, in accordance with Code Section 402A(d). The five year tax holding period is the period of five consecutive taxable years that begins with the first day of the first taxable year in which the Participant first makes a designated Roth Contribution or an in-Plan Roth rollover under the Plan or under another retirement plan which amount was directly rolled over or transferred to the Plan.

3.32 Qualified Domestic Relations Order. "Qualified Domestic Relations Order" means a "qualified domestic relations order" as defined in Code Section 414(p). The Employer shall forward any "domestic relations order" (as defined in Code Section 414(p)) to the applicable Provider(s).

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

3.34 Required Beginning Date. "Required Beginning Date" means April 1 of the calendar year following the later of (a) the calendar year in which the Participant attains age 70 ½ (age 72 with respect to Participants who attain age 70 ½ after December 31, 2019), or (b) the calendar year in which the Participant retires from employment with the Employer.

3.35 Rollover Contribution. "Rollover Contribution" means a contribution rolled into the Plan pursuant to Section 10.1.

3.36 Roth Contribution. "Roth Contribution" means a contribution made to the Plan by the Employer at the election of the Participant pursuant to the requirements of Section 5.1 that has been (a) designated irrevocably by the Participant as a Roth Contribution being made in lieu of all or a portion of the Pre-Tax Contributions the Participant is otherwise eligible to make under the Plan, and (b) treated by the Employer as includible in the Participant's gross income at the time the Participant would have received that amount in cash if the Participant had not made such an election.

3.37 Roth Rollover Contribution. "Roth Rollover Contribution" means a contribution rolled into the Plan pursuant to Section 10.1.

3.38 Severance from Employment. "Severance from Employment" means, for purposes of the Plan only, the Participant ceases to be employed by the Employer and any Related Employer that is eligible to maintain a plan subject to Code Section 403(b). However, a Severance from Employment also occurs on any date on which a Participant ceases to be an employee of the Employer, even though the Participant may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

3.39 Spouse. "Spouse" means an individual whose marriage to a Participant is recognized by the Internal Revenue Service for federal income tax purposes.

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

3.41 Year of Service. "Year of Service" means, for purposes of determining Includible Compensation, each full year during which a Participant is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the Participant is either a full-time Employee for a part of a year or a part-time Employee of the Employer. The Participant must be credited with a full year of service for each year during which the Participant is a full-time Employee and a fraction of a year for each part of a work period during which the Participant is a full-time or part-time Employee of the Employer. A Participant's number of years of service equals the aggregate of the annual work periods during which the Participant is employed by the Employer. The work period is the Employer's annual work period.

ARTICLE IV ELIGIBILITY

4.1 Eligibility Requirements.

4.1.1 Eligibility to Participate in Elective Deferrals. Each Employee shall be eligible to make Elective Deferrals to the Plan as of the first day of the first pay period beginning on or after the date that the individual becomes an Employee.

4.1.2 Eligibility to Participate in Discretionary Matching Contributions and Discretionary Non-elective Contributions. An Employee (or, to the extent provided under Section 5.4, a former Employee) shall be eligible to participate in Discretionary Matching Contributions and Discretionary Non-elective Contributions for any period or periods that the Employer, in its discretion, designates the Employee or former Employee as eligible to participate in such contributions.

4.2 Subsequent Eligibility. Each Employee shall continue to be eligible to make Elective Deferrals until the date that the individual ceases to be an Employee. An Employee (or, to the extent provided under Section 5.4, a former Employee) who has become eligible to participate in Discretionary Matching Contributions or Discretionary Non-elective Contributions for any period or periods shall not be eligible to participate in such contributions for any other period or periods unless the Employer, in its discretion, specifically designates the Employee or former Employee as eligible to participate in such contributions for such other period or periods.

4.3 Employees Must Furnish Data. To become a Participant in the Plan, an Employee shall furnish the Employer, the Administrator and the Provider with such information and data, and execute such forms and answer all questions fully and truthfully as the Employer, the Administrator and the Provider deem necessary or desirable for the administration of the Plan, including but not limited to completion of a salary reduction agreement and the provision of any information required under the Individual Agreements.

4.4 Effect of Erroneous Statement of Participant. If, in furnishing the information or data required by Section 4.3, a Participant misstates the Participant's age or the age of any person who will receive a benefit under the Plan if such person survives the Participant, or any other material fact, and the fact which was misstated would alter the benefits payable under the Plan to such Participant or such Participant's Beneficiary, the benefits payable under the Plan shall not be terminated, but the amount of the benefit payable to such Participant or Beneficiary shall be adjusted retroactively to equal the amount which would have been payable if such fact or

facts had not been misstated; provided, however, that in no event shall the Plan be liable to pay a benefit greater than that which would have been payable on the basis of the actual facts.

ARTICLE V CONTRIBUTIONS TO THE PLAN

5.1 Elective Deferrals.

5.1.1 Elective Deferrals. Subject to the limitations of Sections 5.1.2 and Article VI hereof, the Employer shall contribute to the Provider selected by a Participant (or, if the Participant does not select a Provider, the default Provider) for each Plan Year an amount equal to the amount deducted and withheld from the Participant's Credited Compensation during the Plan Year as an Elective Deferral pursuant to the Participant's election.

5.1.2 Elective Deferral Election. Each Employee may elect to participate in the Plan by (i) executing an election to reduce Credited Compensation for the Plan Year that would be paid on or after the effective date of the election and to have the reduction contributed by the Employer on the Participant's behalf to the Participant's Pre-Tax Contribution Account and/or Roth Contribution Account and (ii) filing the election with the Employer or its designee. The election shall be made on a salary reduction agreement provided by the Employer or its designee under which the Employee agrees to be bound by the terms and conditions of the Plan. Elections shall be made by such dates and in such manner as the Employer may require in accordance with uniform, nondiscriminatory rules (which may include provision for making elections, and any changes thereto, electronically), and shall become effective as soon as administratively practicable following the Employee's election. Any election shall remain in effect until a new election is filed in accordance with the terms of the Plan.

Elective Deferral elections shall be further subject to the following rules and limitations:

(a) Elective Deferral Maximum. Subject to Section 5.2, a Participant may make an Elective Deferral election up to the maximum limitations set forth in Section 6.1. To the extent that a Participant elects to make both Pre-Tax Contributions and Roth Contributions, and the aggregate amount exceeds the Participant's Credited Compensation with respect to one or more payroll periods, the Participant's election for the affected payroll period(s) shall be fulfilled first with respect to Pre-Tax Contributions and second with respect to Roth Contributions.

(b) Designation of Funding Vehicles; Beneficiary. The Employee's election to reduce Credited Compensation to make Elective Deferrals shall include designation of the Funding Vehicle and accounts therein to which Elective Deferrals are to be made and a Beneficiary designation.

(c) Changes in Elective Deferral Elections. Subject to the provisions of the applicable Individual Agreement(s), after a Participant's initial entry into the Plan, the Participant may change the amount to be contributed to a Pre-Tax Contribution Account and/or Roth Contribution Account by giving the Employer prior written or electronic notice by such date and in such manner as the Employer may require in accordance with uniform, nondiscriminatory rules. A change in the Participant's Elective Deferral election shall become effective as soon as administratively practicable following the Participant's election.

(d) **Termination of Elective Deferral Elections.** A Participant may terminate the Participant's Elective Deferral election as of the beginning of a pay period, by giving the Employer (or Administrator, if designated by the Employer) prior written or electronic notice by such date and in such manner as the Employer may require in accordance with uniform, nondiscriminatory rules. An election to terminate Elective Deferrals shall become effective as soon as administratively practicable following the Participant's election. Upon termination of a Participant's Elective Deferral election, no further Elective Deferrals will be made to the Participant's Pre-Tax Contribution Account or Roth Contribution Account until the Participant makes a new Elective Deferral election, but such termination shall not affect any amounts which have already been allocated to the Participant's Pre-Tax Contribution Account and Roth Contribution Account, as applicable, pursuant to Section 5.1.4. Any Participant who has so terminated an Elective Deferral election may enter into a new election as of the beginning of a succeeding pay period by completing a new salary reduction agreement pursuant to the rules set forth in this Section 5.1.2.

(e) **Leave of Absence.** Unless an Elective Deferral election is otherwise revised, if an Employee is absent from work by reason of a leave of absence, Elective Deferrals under the Plan shall continue to the extent that Credited Compensation continues.

(f) **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within fifteen (15) business days following the end of the month in which the amount would otherwise have been paid to the Participant.

5.1.3 Payment. The amount designated by the Participant for contribution to a Pre-Tax Contribution Account and/or Roth Contribution Account shall be reflected in one or more payroll deductions during the Plan Year or through such other means as the Employer shall prescribe under rules of uniform application. The Participant's contributions so collected shall be remitted to the Provider as of the earliest date on which the contributions can reasonably be transferred, but in no event later than the time specified in Section 5.1.2(f).

5.1.4 Allocation to Accounts. As of the date on which the amount is deducted and withheld from the Participant's Credited Compensation, any amount contributed for a Participant pursuant to this Section 5.1 as Pre-Tax Contributions shall be allocated to the Participant's Pre-Tax Contribution Account, and any amount contributed for a Participant pursuant to this Section 5.1 as Roth Contributions shall be allocated to the Participant's Roth Contribution Account. If the Participant fails to designate whether Elective Deferrals are Pre-Tax Contributions or Roth Contributions, the Participant will be deemed to have designated the Participant's Elective Deferrals as Pre-Tax Contributions.

5.2 Age 50 Catch-Up Contributions. All Participants who are eligible to make Elective Deferrals under the Plan and who will attain age fifty (50) or more by the end of the Plan Year shall be permitted to elect an additional amount of Elective Deferrals, up to the maximum age fifty (50) catch-up Elective Deferrals for the year in accordance with, and subject to the limitations of, Code Section 414(v)(2) ($6,500 for 2022), as adjusted for cost-of-living to the extent provided under the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections

402(g) and 415. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 403(b) by reason of the making of such catch-up contributions.

5.3 Employer Discretionary Matching Contributions.

5.3.1 Amount. The Employer may elect to make a Discretionary Matching Contribution to the Plan on behalf of one or more Employees (or class of Employees) for any period or periods. The Employee(s) (or class of Employees) eligible to receive a Discretionary Matching Contribution, and the period or periods for which the Discretionary Matching Contribution will be made, shall be determined by the Employer from time to time in its sole and absolute discretion. Unless so designated by the Employer, no Employee shall be eligible to receive a Discretionary Matching Contribution under the Plan, and a Participant who has previously been designated by the Employer as eligible to receive such a contribution for a period or periods shall not be eligible to receive such a contribution for any other period or periods. The Discretionary Matching Contribution for a Participant (who has been designated as eligible to receive such a contribution) for any period or periods may (but is not required to) be equal to a percentage (which may be different from Participant to Participant) of the Elective Deferrals the Participant makes for the period or periods, and may be further limited to a percentage of the Participant's Credited Compensation for the period or periods, as determined by the Employer in its sole discretion. No Discretionary Matching Contribution will be made with respect to an Excess Deferral Amount. The Employer shall not contribute any amount in excess of the maximum permitted pursuant to Article VI.

Until and unless changed by the Employer pursuant to a written resolution, contributions pursuant to this Section 5.3 shall be made according to a schedule adopted by the Chief HR Officer, which schedule may be amended by the Chief HR Officer from time to time in the Chief HR Officer's discretion.

5.3.2 Time of Making Discretionary Matching Contributions. The Employer will contribute its Discretionary Matching Contributions for a Plan Year no later than the 15th day of the sixth calendar month following the end of the Plan Year for which the Discretionary Matching Contribution is made. The Chief HR Officer shall establish rules for determining the dates on which contributions pursuant to this Section 5.3 shall be credited to a Participant's Account.

5.3.3 Allocation. Discretionary Matching Contributions made on behalf of a Participant pursuant to this Section shall be allocated to the Participant's Matching Contribution Account.

5.4 Employer Discretionary Non-Elective Contributions.

5.4.1 General Rules.

(a) The Employer may elect to make a Discretionary Non-elective Contribution to the Plan on behalf of one or more Employees (or class of Employees) or former Employees (or class of former Employees) for any period or periods. The Employees (or class of Employees) or former Employees (or class of former Employees) eligible to receive a

Discretionary Non-elective Contribution, and the period or periods for which the Discretionary Non-elective Contribution will be made, shall be determined by the Employer from time to time in its sole and absolute discretion. Unless so designated by the Employer, no Employee or former Employee shall be eligible to receive a Discretionary Non-elective Contribution under the Plan, and a Participant who has previously been designated by the Employer as eligible to receive such a contribution for a period or periods shall not be eligible to receive such a contribution for any other period or periods. The Discretionary Non-elective Contribution for a Participant (who has been designated as eligible to receive such a contribution) for any period or periods may (but is not required to) be a percentage (which may be different from Participant to Participant) of the Participant's Credited Compensation for the period or periods, as determined by the Employer in its sole discretion. The Employer shall not contribute any amount in excess of the maximum permitted pursuant to Article VI.

(b) Until and unless changed by the Employer pursuant to a written resolution, Discretionary Non-elective Contributions pursuant to this Section 5.4 shall be made according to a schedule adopted by the Chief HR Officer, which schedule may be amended by the Chief HR Officer from time to time in the Chief HR Officer's discretion.

(c) For purposes of this Section 5.4, a former Employee is deemed to have monthly Includible Compensation for the period through the end of the taxable year of the former Employee in which the individual ceases to be an Employee and through the end of the next five (5) taxable years in accordance with Code Section 403(b)(3) and Treasury Regulation 1.403(b)-4(d). The amount of the monthly Includible Compensation is equal to one-twelfth of the former Employee's Includible Compensation during the former Employee's most recent Year of Service. No contribution shall be made after the end of the former Employee's fifth taxable year following the year in which the former Employee terminated employment.

5.4.2 Time of Making Discretionary Non-elective Contributions. Subject to Section 5.4.1(c), the Employer shall make a Discretionary Non-elective Contribution pursuant to this Section 5.4 for a Plan Year, or partial payments of such contribution, at any time during the Plan Year for which the Discretionary Non-elective Contribution is to be made or following the end of such Plan Year, but the entire Discretionary Non-elective Contribution must be made no later than the 15th day of the sixth calendar month following the end of such Plan Year. The Chief HR Officer shall establish rules for determining the dates on which contributions pursuant to this Section 5.4 shall be credited to a Participant's Account.

5.4.3 Allocation. Discretionary Non-elective Contributions made on behalf of a Participant pursuant to this Section 5.4 shall be allocated to the Participant's Non-elective Contribution Account.

ARTICLE VI MAXIMUM CONTRIBUTIONS AND ANNUAL ADDITIONS

6.1 Limitation on Elective Deferrals.

6.1.1 In General. Any Elective Deferral election shall at all times be subject to the limitations set forth in this Article VI. Except as provided in Section 5.2, the maximum amount of Elective Deferrals under the Plan for any calendar year shall not exceed the lesser of

(a) the "applicable dollar amount" or (b) the Participant's Includible Compensation for the calendar year. The "applicable dollar amount" is the amount established under Code Section 402(g)(1)(B), which is $20,500 for 2022, and is adjusted for cost-of-living to the extent provided under Code Section 402(g)(4). The Employer may disregard any election to make Elective Deferrals to the extent it would result in the contribution of an Excess Deferral Amount.

In allocating income or losses to Excess Deferral Amounts, the Provider may use any reasonable method otherwise used by the Plan for allocating gains, earnings and losses to Participants' Accounts generally, provided such method is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year. Income or losses shall not be allocated for the period between the end of the Participant's taxable year and the date of distribution.

6.1.2 Coordination of Catch-Up Contributions. Amounts in excess of the limitation set forth in Section 6.1.1 shall be allocated as an age fifty (50) catch-up contribution under Section 5.2. Notwithstanding the foregoing, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Credited Compensation for the year.

6.1.3 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Section 6.1, if a Participant is or has been a participant in one or more other plans under Code Section 403(b) (and any other plan that permits elective deferrals under Code Section 402(g)), then the Plan and all such other plans shall be considered as one plan for purposes of applying the limitations in this Article VI. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning participation in such other plan.

6.1.4 Correction of Excess Elective Deferrals. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under Code Section 403(b) (and any other plan that permits elective deferrals under Code Section 402(g) for which the Participant provides information that is accepted by the Employer), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant. If a Participant made both Pre-Tax Contributions and Roth Contributions to the Plan in the calendar year of the Excess Elective Deferrals, the excess amounts will be distributed out of the Roth Contribution Account first.

6.2 Limitations on Annual Additions.

6.2.1 In General. Except to the extent permitted under Section 5.2 and Code Section 414(v), if applicable, the Annual Addition that may be contributed or allocated to an Account under the Plan for any Limitation Year shall not exceed the lesser of:

(a) $61,000, as adjusted for increases in the cost-of-living under Code Section 415(d) for periods after 2022; or

(b) One hundred percent (100%) of the Participant's Includible Compensation for the Limitation Year.

The Includible Compensation limit referred to in 6.2.1(b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code Section 401(h) or Section 419A(f)(2)) which is otherwise treated as an Annual Addition.

Notwithstanding anything contained in the Plan to the contrary, the limitations, adjustments and other requirements prescribed in the Plan shall at all times comply with the provisions of Code Section 415 and the Treasury Regulations thereunder, the terms of which are specifically incorporated herein by reference.

6.2.2 Aggregation of Section 403(b) Contracts. All Funding Vehicles purchased by the Employer (including plans purchased through Elective Deferral elections) for the Participant are treated as one Section 403(b) Funding Vehicle and contributions received under all Funding Vehicles of the Employer will be aggregated for purposes of this Section 6.2. Contributions made for a Participant are aggregated to the extent applicable under Code Sections 414(b) and (c) (each as modified by Code Section 415(h)).

6.2.3 Aggregation Where Participant is in Control of Employer. If a Participant receives an allocation under a Funding Vehicle and such Participant is in control of any employer for a Limitation Year, the Funding Vehicle will be considered a defined contribution plan maintained by both the controlled employer and the Participant for such Limitation Year. Accordingly, the Funding Vehicle will be aggregated with all defined contribution plans maintained by the controlled employer and the limitations of Code Section 415(c) will be applied in the aggregate to all annual additions allocated to the Participant in the Funding Vehicle and all other defined contribution plans of the controlled employer. For purposes of this Section 6.2.3, a Participant is in control of an employer based upon rules of Code Sections 414(b) and 414(c) (each as modified by Code Section 415(h)).

6.2.4 Coordination of Limitation on Annual Additions. Where Employer Maintains Another Section 403(b) Plan or Participant is in Control of Employer. The Annual Additions which may be credited to a Participant's Account under the Plan for any Limitation Year will not exceed the maximum Annual Addition under Section 6.2.1, reduced by the Annual Additions credited to the Participant's Account under any other Code Section 403(b) plans maintained by the Employer in addition to the Plan and under any defined contribution plan maintained by an employer that is controlled by the Participant, provided in the latter case that the Administrator receives sufficient information from the Participant concerning participation in such defined contribution plan. The contributions allocated to the Participant's Account under the Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

6.2.5 Excess Annual Additions.

(a) Notwithstanding Sections 6.2.1 through 6.2.4, if a Participant's Annual Additions under the Plan, or under the Plan and any other Code Section 403(b) plans maintained by the Employer and any defined contribution plans maintained by an employer controlled by the Participant, result in an excess Annual Addition for a Limitation Year, the

excess Annual Addition will be deemed to consist of the Annual Additions last allocated, except Annual Additions to a defined contribution plan maintained by an employer controlled by the Participant will be deemed to have been allocated first.

(b) If an excess Annual Addition was allocated to a Participant on an allocation date of the Plan which coincides with an allocation date of another Code Section 403(b) plan maintained by the Employer, the excess Annual Addition attributable to the Plan will be the product of:

(i) the total excess Annual Addition allocated as of such date; times

(ii) the ratio of (A) the Annual Additions allocated to the Participant for the Limitation Year as of such date under the Plan to (B) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under the Plan and all other Code Section 403(b) plans maintained by the Employer.

(c) Any excess Annual Addition attributable to the Plan will be corrected in the manner described in Section 6.2.6.

6.2.6 Correction of Excess Annual Additions. The portion of the Code Section 403(b) contract that includes the excess Annual Additions attributable to the Plan fails to be a Funding Vehicle and the remaining portion of the contract is a Funding Vehicle. The issuer of the Funding Vehicle that includes the excess Annual Addition shall maintain a separate account for such excess Annual Addition for the year of the excess and for each year thereafter. In the case where a Participant is in control of an employer and the excess Annual Addition needs to be maintained in a separate account under the Plan, the Administrator shall only be required to establish such separate account if it receives sufficient information from the Participant concerning participation in such other defined contribution plan controlled by the Participant.

6.3 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Credited Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Code Section 414(u), this right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

ARTICLE VII FUNDING AND INVESTMENT OPTIONS

7.1 Funding Policy. The Fund shall be invested, in its entirety, in Funding Vehicles. The Participant has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in the Participant's Account(s) among the available Funding Vehicles

in accordance with the terms of the Individual Agreements and the Plan. The Participant accepts full and sole responsibility for the success or failure of any selection the Participant makes.

7.2 Funding Vehicles.

7.2.1 In General. In recognition of the fact that existing and future Participants may have diverse economic situations which make it desirable to permit some degree of individual selection of different types of investments in the Fund, Participants may select one of various Providers, subject to the following provisions of this Section 7.2.

7.2.2 Designation of Funding Vehicle. Each Provider may at any time or from time to time permit Participants to select from one or more separate Funding Vehicles. Any separate Funding Vehicle shall at all times remain subject to all Plan provisions, and the total of such Funding Vehicles existing at any time, shall comprise the total Fund attributable to Accounts.

7.2.3 Exchanges within Plan. A Participant or Beneficiary is permitted to change the investment of the Account Balance to any Provider that is eligible to receive contributions under the Plan in accordance with rules established by the Employer. The preceding sentence includes an investment change of all or any portion of the Participant's or Beneficiary's Account Balance invested with a former Provider that is no longer eligible to receive contributions to a Provider that is eligible to receive contributions. However, an investment change that includes an investment with a former Provider that is not eligible to receive contributions is not permitted

7.2.4 Addition or Elimination of Providers. At such time or times as the Employer may determine, one or more separate Providers may be added or eliminated. Any addition or elimination of Providers shall be governed by such uniform terms, restrictions, rules and conditions as the Employer may determine consistent with ORC Sections 9.90 and 9.911. The consent of any individual Participant or Beneficiary shall not be required to permit any such addition, elimination or consolidation.

7.2.5 Current and Former Providers. The Employer shall maintain a list of all Providers under the Plan. Such list is hereby incorporated as part of the Plan. The Administrator, each Provider and the Employer shall exchange such information as may be necessary to satisfy Code Section 403(b) or other requirements of applicable law. In the case of a Provider which is not eligible to receive Elective Deferrals under the Plan (including a Provider which has ceased to be a Provider eligible to receive Elective Deferrals under the Plan and a Provider holding assets under the Plan), the Employer shall keep the Provider informed of the name and contact information of the Administrator, if any, in order to coordinate information necessary to satisfy Code Section 403(b) or other requirements of applicable law.

ARTICLE VIII VESTING AND DISTRIBUTION OF BENEFITS

8.1 Vesting. A Participant shall always be one hundred percent (100%) vested in the Participant's Account(s).

8.2 Distributions Generally. A Participant's Account shall be distributed to him or her at the time and in the manner specified in the Funding Vehicle(s) in which the Account is invested. Notwithstanding the preceding sentence, distributions shall be subject to the terms and conditions set forth in this Article VIII.

8.2.1 Distribution of Elective Deferrals.

(a) Except as otherwise permitted in the case of excess Elective Deferrals, a distribution made in the event of a hardship, a qualified reservist distribution as defined in Code Section 72(t)(2)(G), or termination of the Plan, a Participant may not elect to receive a distribution of the Participant's Pre-Tax Contribution Account or Roth Contribution Account earlier than the date on which the Participant (a) has a Severance from Employment, (b) dies, (c) becomes Disabled, or (d) attains age 59 ½.

(b) To the extent permitted by the applicable Individual Agreement, a Participant may elect to have either Pre-Tax Contributions or Roth Contributions distributed from the Plan first. If a Participant fails to make an election, Elective Deferrals shall be distributed according to the default provisions of the Individual Agreement.

8.2.2 Distributions of Discretionary Matching Contributions and Discretionary Non-elective Contributions. Except as otherwise permitted in the case of termination of the Plan, a Participant may not elect to receive a distribution of the Participant's Matching Contribution Account or Non-elective Contribution Account earlier than the earliest date on which the Participant (a) has a Severance from Employment, (b) dies, (c) becomes Disabled or (d) attains age 59 ½.

8.2.3 Grandfather Treatment for Certain Account Balances. Notwithstanding the foregoing, if the Funding Vehicle(s) in which the Participant's Account is invested keeps records to enable it to identify the Participant's Account Balance in such Funding Vehicle(s) as of December 31, 1986 (the "Pre-'87 Account Balance"), then the Pre-'87 Account Balance will be subject to the distribution rules set forth in Treasury Regulation Section 1.403(b)-6(e)(6) (that apply to 403(b) plan account balances in place before 1987 that are separately accounted for) instead of the rules set forth in this Section 8.2.

8.2.4 2020 In-Service Distribution. Notwithstanding the foregoing, Participants were permitted to request one or more distributions from their Accounts under the Plan on or after October 2, 2020 (or as soon as administratively practicable after October 2, 2020), and before December 31, 2020, without otherwise being eligible to receive a distribution, subject to the following provisions:

(a) The Participant was required to certify to the Provider that the Participant was a Qualified Individual at the time of the distribution in order to be eligible to receive such distribution.

(b) A distribution requested under this Section 8.2.4 was only permitted from the portion of a Participant's Account held with a current Provider.

(c) A distribution qualifying under this Section 8.2.4 to a Participant and a similar distribution from all other plans maintained by the Employer or a Related Employer could not exceed $100,000.

8.3 Small Account Balances. The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed $5,000 (determined without regard to any separate account that holds rollover contributions under Section 10.1) and any such distribution shall comply with the requirements of Code Section 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

8.4 Distributions from Rollover Contribution Accounts. To the extent permitted by the applicable Individual Agreement, a Participant may at any time elect to receive a distribution of all or any portion of the amount held in the Participant's Rollover Contribution Account or Roth Rollover Contribution Account.

8.5 Minimum Distributions.

8.5.1 The provisions of this Section 8.5 take precedence over any inconsistent provisions of the Plan or of any Funding Vehicle. All distributions under this Plan shall be made in accordance with Code Section 401(a)(9), as modified by the Treasury Regulations under Code Section 403(b), the changes under the Setting Every Community Up for Retirement Enhancement Act of 2019, and the regulations promulgated thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G).

8.5.2 For purposes of applying the distribution rules of Code Section 401(a)(9), each Funding Vehicle is treated as an individual retirement account and distributions shall be made in accordance with the provisions of Treasury Regulation Section 1.408-8, except as provided in the Treasury Regulations under Code Section 403(b). In no event shall benefits commence later than a Participant's Required Beginning Date.

8.5.3 The Provider(s) shall be solely responsible for complying with the provisions of this Section 8.5. The Provider(s) shall calculate the amounts required to be distributed to a Participant under this Section and notify such Participant of such distributions at least 60 days prior to the date distributions must begin.

8.5.4 For 2020, unless otherwise provided in an Individual Agreement, the minimum distribution requirements set forth under Section 8.5 were satisfied as provided in either (a) or (b) below, as determined by the Provider responsible for the Participant's required minimum distribution and in accordance with the Individual Agreement:

(a) Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a required minimum distribution in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a Required Beginning Date of April 1, 2021) but for the enactment of Code Section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by

receiving distributions that are either (i) equal to the 2020 RMDs or (ii) one or more payments in a series of substantially equal periodic payments (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a period of at least ten (10) years ("Extended 2020 RMDs"), will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distribution described in the preceding sentence.

(b) Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a 2020 RMD, and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2020 RMDs or (ii) Extended 2020 RMDs, will receive this distribution unless the Participant or Beneficiary chooses to not to receive the distribution. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to stop receiving the distribution described in the preceding sentence.

Further, if provided by the Provider, the 2020 RMDs and Extended 2020 RMDs will be treated as eligible rollover distributions for 2020.

8.6 Direct Rollovers.

8.6.1 A Participant, the non-Spouse designated Beneficiary of a deceased Participant, or a Participant's Spouse or former Spouse who is an Alternate Payee (in each case, a "distributee") may elect, at the time and in the manner prescribed by the Employer or as set forth in the Funding Vehicle, as applicable, to have any portion of an Eligible Rollover Distribution (as defined in Section 8.6.2) paid directly to an Eligible Retirement Plan (as defined in Section 8.6.2) specified by the distributee in a Direct Rollover (as defined in Section 8.6.2). For distributions made after December 31, 2007, a Participant may elect to roll over directly an Eligible Rollover Distribution to a Roth IRA as described in Code Section 408A(b). In the case of a non-Spouse designated Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Also, in this case, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.

8.6.2 Definitions. For purposes of this Section 8.6:

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the Account balance to the credit of the distributee, except that an Eligible Rollover Distribution does not include:

(i) Any distribution that is one of a series of substantially equal periodic payments, not less frequently than annually, made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the Beneficiary, or for a period of ten (10) years or more;

(ii) Any distribution to the extent such distribution is required under Code Section 401(a)(9);

(iii) Any hardship distribution; or

(iv) The portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); provided, however, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income, although such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b) or to a qualified retirement plan described in Code Section 401(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

(b) An "Eligible Retirement Plan" means a qualified plan described in Code Section 401(a), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), or an eligible plan described in Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the distributee's Eligible Rollover Distribution. This definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order.

(c) A "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

8.6.3 Each Provider shall separately be responsible for providing, within a reasonable time period before making an Eligible Rollover Distribution, an explanation to the Participant of the right to elect a Direct Rollover and the income tax withholding consequences of not electing a direct rollover.

8.7 Hardship Distributions. Hardship distributions may be made to a Participant to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship and this Section 8.7. Notwithstanding anything in this Plan to the contrary, no hardship distribution shall be made to a Participant following the Participant's Separation from Employment or following the elimination of the applicable Provider.

If permitted by the Funding Vehicle(s) in which the Participant's Account is invested, hardship distributions may be made from a Participant's Pre-Tax Contribution Account (excluding income allocated thereon after December 31, 1988) and/or Roth Contribution Account, subject to the requirements of the Plan. For purposes of this Section 8.7, a hardship distribution may be made only on account of an immediate and heavy financial need of the

Participant and where the distribution is necessary to satisfy such immediate and heavy financial need.

Amounts shall be distributed under this Section 8.7 only after the Provider has determined that the applicable nondiscriminatory and objective criteria have been satisfied. A Participant requesting a hardship distribution shall submit such request to the Provider in writing at the time and in the manner specified by the Provider.

8.7.1 Immediate and Heavy Financial Need. In general, the determination of whether a Participant has an immediate and heavy financial need is to be made by the Provider on the basis of all relevant facts and circumstances. A distribution will be deemed to be made on account of an immediate and heavy financial need of a Participant only if the distribution is for:

(a) expenses for (or necessary to obtain) medical care described in Code Section 213(d) of the Participant, the Participant's Spouse or dependents (as defined in Code Section 152 (determined without regard to subsections (b)(1), (b)(2) and (d)(1)(B) thereof)) or the Participant's primary beneficiary (as defined in Treasury Regulation Section 1.401(k)-1(d)(3)(ii)(C));

(b) costs (excluding mortgage payments) directly related to the purchase of a principal residence for the Participant;

(c) payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's Spouse, children or dependents (as defined above) or the Participant's primary beneficiary (as defined above);

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

(e) payments for burial or funeral expenses for the Participant's deceased parent, Spouse, child or dependent (as defined above) or the Participant's primary beneficiary (as defined above);

(f) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to Code Section 165(h)(5) and without regard to whether the loss exceeds ten percent (10%) of adjusted gross income);

(g) expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or

(h) such other events, expenses or conditions as the Commissioner of the Internal Revenue Service may determine from time to time.

8.7.2 Necessary to Satisfy Financial Need. A distribution will be deemed to be necessary to satisfy an immediate and heavy financial need of a Participant only if all of the following requirements are satisfied:

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

(b) the Participant has obtained all distributions currently available under the Plan and all other plans maintained by the Employer, other than hardship distributions and nontaxable loans;

(c) the Participant represents in writing or in such other form as may be prescribed by the Commissioner of the Internal Revenue Service, that the Participant has insufficient cash or other liquid assets reasonably available to satisfy the need, and neither the Administrator nor the Provider has actual knowledge that is contrary to the representation; and

(d) the Participant has met any additional or alternative requirements prescribed by the Commissioner of the Internal Revenue Service by which distributions are deemed to be necessary to satisfy an immediate and heavy financial need.

The Individual Agreements shall provide for the exchange of information among the Employer and the Providers to the extent necessary to implement the Individual Agreements.

8.7.3 Form of Distribution. Distributions pursuant to this Section 8.7 shall be distributed in the form permitted by the Funding Vehicle, subject to the distribution rules described in Section 8.2.

8.8 In-Plan Roth Rollovers. Notwithstanding any other provision of the Plan, effective July 1, 2022, or as soon as administratively practicable thereafter: (a) any amount held in a Participant's Pre-Tax Contribution Account, Matching Contribution Account, or Non-elective Contribution Account is eligible for direct transfer to a Roth Contribution Account, even if not otherwise eligible for distribution under this Article VIII; and (b) any amount held in a Participant's Rollover Contribution Account is eligible for direct transfer to a Roth Rollover Contribution Account. Such transfer shall be treated as a qualified rollover contribution (within the meaning of Code Section 408A(e)) to such Account. A Participant's election under this Section 8.8 shall be subject to the reasonable administrative procedures established by the Provider, Code Section 402A(c)(4) and the regulations thereunder, and subsequent guidance from the Internal Revenue Service. The taxable portion of the Participant's Accounts transferred under this Section 8.8 to a Roth Contribution Account or Roth Rollover Contribution Account, as applicable, shall be included in the Participant's gross income for the tax year in which the transfer occurs.

ARTICLE IX LOANS TO PARTICIPANTS

9.1 In General. Loans shall be permitted under the Plan with respect to a Participant's Account, or portion thereof, invested in a Funding Vehicle to the extent permitted

under the terms of the Funding Vehicle controlling the Account assets from which the loan is made and by which the loan will be secured. Notwithstanding anything in this Plan to the contrary, no loans may be made to a Participant following the Participant's Separation from Employment or following the elimination of the applicable Provider. In all events, loans made under the Plan shall conform to the requirements of Code Section 72(p). An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this Article IX.

9.2 Information Coordination Concerning Loans. Each Provider is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Employer or its designee shall take such steps as may be appropriate to coordinate the limitations on loans set forth in this Article IX, including the collection of information from Providers, and transmission of information requested by any Provider, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Employer or its designee shall also take such steps as may be appropriate to collect information from Providers, and transmission of information to any Provider, concerning any failure by a Participant to repay timely any loans made to the Participant under the Plan or any other plan of the Employer.

9.3 Loan Limits.

9.3.1 Maximum Loan Amount. No loan to a Participant under the Plan can be made to the extent such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of:

(a) $50,000, reduced by the excess (if any) of (i) the highest outstanding balance of all other loans during the one-year period ending on the day before the loan is made, over (ii) the outstanding balance of loans from the Plan on the date the loan is made; or

(b) One-half of the present value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Provider).

For purposes of this Section 9.3.1, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under the Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

9.3.2 Maximum Number of Loans. Effective with respect to loans initiated under the Plan on and after June 22, 2020, a Participant may only have one (1) outstanding loan at any given time.

9.3.3 Defaulted Loans. A Participant who has defaulted on a loan on or after January 1, 2004, shall not be entitled to a subsequent loan under the Plan until it has been fully repaid to the Plan.

9.4 Minimum Loan Amount. The minimum amount of any loan shall be $1,000.

9.5 Loan Repayment Method.

9.5.1 General Rules. Any loan shall be repaid by the Participant directly to the Provider in accordance with the terms and conditions of the Funding Vehicle from which the loan is made. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five (5) years from the date of the loan. If such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond fifteen (15) years from the date of the loan.

9.5.2 2020 Loan Relief. Notwithstanding Section 9.5.1 or the terms of any loan procedures to the contrary, if a Participant who is a Qualified Individual had an outstanding loan on or after May 20, 2020, and certified to the Provider that the Participant was a Qualified Individual, the following terms shall apply to override the normal loan repayment terms:

(a) The Qualified Individual's obligation to repay the loan shall be suspended under the Plan for the period beginning May 20, 2020 and ending December 31, 2020 (the "Suspension Period").

(b) The loan repayments shall resume after the end of the Suspension Period, and the term of the loan may be extended by up to one year from the date the loan was originally due to be repaid.

(c) Interest accruing during the Suspension Period shall be added to the remaining principal of the loan, and the loan shall be reamortized and repaid in substantially level installments over the remaining period of the loan (that is, the original period of the loan plus up to one year from the date the loan was originally due to be repaid).

ARTICLE X ROLLOVERS AND TRANSFERS

10.1 Eligible Rollover Contributions to the Plan.

10.1.1 Eligible Rollover Contributions.

(a) To the extent provided in the Individual Agreements, a Participant who is entitled to receive an eligible rollover distribution (as defined in Section 10.1.2) from another eligible retirement plan (as defined in Section 10.1.2) may request to have all or a portion of the eligible rollover distribution paid to the Plan. A Rollover Contribution (including a Roth Rollover Contribution) shall be made in the form of cash only. The Provider may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an eligible retirement plan.

(b) The Plan shall accept a Roth Rollover Contribution to a Roth Rollover Contribution Account only if it is a Direct Rollover (as defined in Section 8.6.2) from another designated Roth account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c). Such Roth Rollover Contribution will only be accepted if the Provider obtains from the distributing plan (i) information regarding the Participant's tax basis under Code Section 72 in the amount rolled over and (ii) the first day of the Participant's taxable year in which the Participant first had designated Roth contributions made to such other designated Roth account.

10.1.2 Eligible Rollover Distribution. For purposes of Section 10.1.1, an "eligible rollover distribution" means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (a) any installment payment for a period of ten (10) years or more, (b) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the Participant, or (c) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code Section 401(a)(9). In addition, for purposes of Section 10.1.1, an "eligible retirement plan" means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a qualified trust described in Code Section 401(a), an annuity plan described in Code Section 403(a) or 403(b), or an eligible governmental plan described in Code Section 457(b).

10.1.3 Separate Accounts. The Provider shall establish and maintain for the Participant a separate Rollover Contribution Account or Roth Rollover Contribution Account, as applicable, for any eligible rollover distribution paid to the Plan pursuant to this Section 10.1.

10.2 Plan-to-Plan Transfers. Plan-to-plan transfers are not permitted under the Plan.

10.3 Permissive Service Credit Transfers. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 10.3 may be made (i) before the Participant has had a Severance from Employment and (ii) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

ARTICLE XI PLAN ADMINISTRATION

11.1 Plan Administrator. The Employer shall administer the Plan and shall have all powers necessary to carry out its terms, including but not limited to the power, to be exercised according to its discretion, to:

(a) adopt rules and regulations not inconsistent with the declared purposes and specific provisions of the Plan for its administration in accordance with its terms and requirements under Code Section 403(b);

(b) interpret and construe the provisions of the Plan;

(c) determine from time to time the status of all Employees, Participants and Beneficiaries for the purposes of the Plan;

(d) determine the rights of Employees, Participants and Beneficiaries to participate in the Plan, their right to benefits under the Plan, the amount thereof and the method and time or times of payment of the same;

(e) determine whether contributions comply with the applicable limitations;

(f) determine whether hardship distributions and loans comply with applicable requirements and limitations;

(g) determine whether transfers, rollovers or purchases of service credit comply with applicable requirements and limitations; and

(h) maintain a list of all Providers under the Plan.

11.2 Delegation. The Employer shall have the power to delegate specific duties and responsibilities, including those duties and responsibilities described in Section 11.1. Such delegations may be to officers or other employees of the Employer, the Providers, the Administrator, or other individuals or entities. Any delegation by the Employer may, if specifically stated, allow further delegations by the individual or entity to whom the delegation has been made. Any delegation may be rescinded by the Employer at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for the exercise of such duties or responsibilities. The Employer assumes no obligation or responsibility to any of its Employees, Participants or Beneficiaries for any act of, or failure to act, on the part of the Provider. Notwithstanding any provision hereof to the contrary or the terms of any Funding Vehicle, in no case shall administrative duties be allocated to Participants (other than permitting Participants to designate a Funding Vehicle, make investment elections or vote shares of any investment fund selected by the Participants).

11.3 Reports and Records. The Employer and those to whom the Employer has delegated duties shall keep records of all their proceedings and actions, and shall maintain all such books of account, records and other data as shall be necessary for the proper administration of the Plan and to comply with applicable law.

11.4 Claims Procedure.

(a) A Participant's or Beneficiary's claim for benefits under the Plan shall be made in accordance with the procedures for filing claims set forth in the Funding Vehicle(s) in which the Participant's Account is invested.

(b) With respect to any other type of claim under the Plan, such claim shall be presented in writing to the Administrator. The Administrator shall provide adequate notice in writing to any claimant as to the decision on any such claim. If such claim has been

denied, in whole or in part, such notice shall set forth the specific reasons for such denial and shall be written in a manner calculated to be reasonably understood by the claimant. Within 60 days after receipt by claimant of notification of denial, the claimant shall have the right to present a written appeal to the Administrator. If such appeal is not filed within said 60 day period, the decision of the Administrator shall be final and binding. The Administrator shall act as a fiduciary in making a full and fair review of such denial. The claimant or the claimant's duly authorized representative may review any Plan documents that are pertinent to the claim and may submit issues and comments to the Administrator in writing. A decision by the Administrator shall be made within 90 days of the receipt of the appeal, unless the Administrator determines that special circumstances require additional time, in which case a decision shall be rendered not later than 120 days after receipt of the appeal. The decision on appeal shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific reference to the pertinent Plan provisions on which the decision is based.

ARTICLE XII AMENDMENT, TERMINATION AND MERGER

12.1 Duration of Plan. It is the expectation of the Employer that it will continue the Plan and the payment of its contributions hereunder indefinitely, but continuance of the Plan is not assumed as a contractual obligation of the Employer, and the right is reserved by the Employer to terminate the Plan or to reduce, suspend, or discontinue its contributions hereunder at any time and for any reason.

12.2 Amendment of Plan. The Employer shall have the right at any time and from time to time by action of the Chief HR Officer to modify or amend the Plan in full or in part, in any respect, and each such modification or amendment shall become effective as of any current, prior or later date specified in such amendment; provided, however, that no such amendment shall either directly or indirectly have the effect of giving the Employer any interest in any part of the corpus or income of the Fund or cause any part of the Fund to be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries.

Any amendment adopted under the provisions of this Section 12.2 shall be deemed a part of the Plan as if incorporated herein, and the Plan shall be deemed accordingly amended.

12.3 Termination of the Plan.

12.3.1 In General. The Employer shall have the right at any time to terminate the Plan. Upon termination of the Plan, the Account Balances of all Participants, to the extent funded, shall remain one hundred percent (100%) vested.

12.3.2 Distribution upon Termination of the Plan. The Employer may provide that, upon a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed; provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative Code Section 403(b) contract that is not part of the Plan during the period beginning on the date of the Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted by the Code.

ARTICLE XIII MISCELLANEOUS

13.1 Employment Status of Participant. The establishment of the Plan shall not be construed as conferring any legal rights upon any Employee or any other person to a contract or continuation of employment, nor shall it interfere with the rights of the Employer to discharge any Employee and to treat the Employee without any regard to the effect which such treatment might have upon the Employee as a Participant hereunder.

13.2 Compliance with USERRA. Notwithstanding any provision of the Plan to the contrary: (a) contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u), and (b) the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

13.3 Beneficiary Designation. In the event an Individual Agreement does not contain procedures for designating a Beneficiary or default provisions addressing to whom benefits are to be distributed in the event a Participant does not have an effective Beneficiary designation on file at the time of the Participant's death (and under the terms of the Funding Vehicle there is no effective Beneficiary designation on file at the time of the Participant's death), then the rules set forth below in this Section 13.3 shall apply:

(a) Upon commencing participation in the Plan, each Participant shall designate a Beneficiary on a form furnished by the applicable Provider. Such forms shall be maintained in files held by the Provider. From time to time, the Participant may change the Participant's Beneficiary by written notice on forms furnished by and returned to the Provider. Upon such change, the rights of all previously designated Beneficiaries to receive any benefits under the Plan shall cease.

(b) To the extent there is no Beneficiary designation under the Plan at the date of death of the Participant, the Beneficiary designated has died prior to the death of the Participant, or the Participant has revoked a prior designation in writing filed with the Provider without having filed a new designation, then any benefits which would have been payable to the Beneficiary hereunder shall be payable to the Participant's surviving Spouse or, if there is not surviving Spouse, to the Participant's estate.

13.4 Facility of Payment. Any amounts payable hereunder to any person who is under legal disability may be paid to the legal representative of such person or may be applied for the benefit of such person in any manner that the Employer may select, and any such payment shall be deemed to be payment for such person's Account.

13.5 Non-Alienation of Benefits. No benefit payable under the provisions of the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. Neither shall any benefit be in any manner liable for or subject to the debts, contracts, liabilities, obligations, engagements or torts of any Participant

or Beneficiary by attachment, garnishment, execution after judgment or other legal process. The foregoing shall not apply to any loan to a Participant pursuant to Article IX, or to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order that the Provider determines is a Qualified Domestic Relations Order.

13.6 Use of Electronic Media. Notwithstanding anything in the Plan to the contrary, in those circumstances where a written election or consent is not required by the Code or other applicable law, rule or regulation, the Employer, the Administrator or a Provider may prescribe an electronic or telephonic form in lieu of or in addition to a written form.

13.7 IRS Levy. Notwithstanding Section 13.5, the Provider may pay from a Participant's or Beneficiary's Account Balance the amount that the Employer finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

13.8 Federal and State Taxes. It is intended that Contributions under this Plan, plus any earnings thereon, are excludable from gross income for Federal and state income tax purposes until paid to the Participant or Beneficiary, except to the extent that they are Roth Contributions or Roth Rollover Contributions. Any distribution made under the Plan is subject to applicable income tax withholding requirements, except to the extent that it is a Qualified Distribution. A payee shall provide such information as the Employer or its designee may need to satisfy income tax withholding obligations, and any other information that may be required under the Code. Notwithstanding, the Employer does not guarantee that any particular Federal or state income, payroll, or other tax consequence will occur as a result of participation in this Plan.

13.9 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Provider, benefits will be paid to such person as the Provider may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

13.10 Domestic Relations Order. If a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a Spouse or former Spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account awarded to an Alternate Payee shall be paid only if such domestic relations order is determined by the Provider to be a Qualified Domestic Relations Order. A domestic relations order that otherwise satisfies the requirements for a Qualified Domestic Relations Order will not fail to be a Qualified Domestic Relations Order (i) solely because the order is issued after, or revises, another domestic relations order or Qualified Domestic Relations Order, or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

13.11 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one (1) year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Employer, the amount of the mistaken contribution (adjusted for any increase or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Employer, to the Employer.

13.12 Procedure When Distributee Cannot Be Located. Participants and Beneficiaries are required to maintain updated addresses and identifying information on file with the Employer and applicable Provider(s) at all times. In the event that a Provider does not have current contact information for a Participant or Beneficiary, or is unable to identify a Beneficiary under the Plan, the Provider (in consultation with the Employer if necessary) shall make all reasonable attempts to determine the identity and address of a Participant or Beneficiary entitled to benefits under the Plan pursuant to its internal policies and procedures. For this purpose, a reasonable attempt may include, as necessary and appropriate, (a) checking related Plan and Employer records for Participant, Beneficiary, and next of kin emergency contact information, (b) using free online search engines, public record databases, obituaries, and social media to locate individuals, (c) attempting contact via USPS certified mail or private delivery service to the last known mailing address shown on the Provider's records, (d) attempting contact via other available means such as email address, telephone and text numbers, and social media, and (v) reaching out to the colleagues of missing Participants. If the Participant or Beneficiary has not responded within six (6) months after such reasonable efforts have been made, the Funding Vehicle shall continue to hold the benefits due such person.

13.13 Incorporation of Individual Agreements. The Plan, together with the Individual Agreements, is intended to satisfy the requirements of Code Section 403(b). Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Code Section 403(b). In the case of any conflict between the provisions of the Plan and any Individual Agreement or Funding Vehicle, the provisions of the Plan shall govern.

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed effective as of January 1, 2022.

THE OHIO STATE UNIVERSITY

By: Michael Papadakis
Title: Senior Vice President for Business and Finance and Chief Financial Officer

Date: 3.2.2022