

**THE OHIO STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN
(Amended and Restated Effective January 1, 2022)**

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ARTICLE I. GENERAL INFORMATION

Section 1.1. Plan Name and Plan Number

The name of the "Plan" is "The Ohio State University Alternative Retirement Plan."

Section 1.2. Effective Date

This is an amendment and restatement of the Plan which was originally effective February 5, 1999, and was subsequently amended from time to time, and was most recently amended and restated January 1, 2016, and amended twice thereafter. The effective date of this amendment and restatement is January 1, 2022.

Section 1.3. Employer

The "Employer" shall mean The Ohio State University, a public institution of higher education within the meaning of Section 2.10. The Employer is a governmental entity as defined in IRC Section 414(d) for purposes of federal income tax laws.

ARTICLE II. DEFINITIONS

Section 2.1. Academic Employee

"Academic Employee" shall mean any employee who is a member of the faculty of the Employer within the meaning of ORC Section 3305.05. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Academic Employee.

Section 2.2. Account

"Account" shall mean the amount credited to the Employer Account, the Participant Account and, if applicable, the Rollover Account of a Participant or Beneficiary.

Section 2.3. Administrative Employee

"Administrative Employee" shall mean any employee who is a member of the administrative staff of the Employer within the meaning of ORC Section 3305.05. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Administrative Employee.

Section 2.4. Applicable Form

"Applicable Form" shall mean the appropriate form as designated and furnished by the Employer and/or the Provider to make an election or provide a notice required or permitted by the Plan, provided that the Applicable Form required to enroll in the Plan shall be furnished by the Employer, or at the direction of the Employer, only. In those circumstances where the electronic disclosure requirements of Treasury Regulation Section 1.401(a)-21 are satisfied, the Employer and/or Provider may provide for the transmission of elections or notices in electronic form.

Section 2.5. Beneficiary

"Beneficiary" shall mean any person, estate or trust who by operation of law, or under the terms of the Plan, or otherwise, is entitled to receive the Account of a Participant under the Plan. A "designated Beneficiary" shall mean any individual designated or determined in accordance with Section 5.4, excluding any person who becomes a beneficiary by virtue of the laws of inheritance or intestate succession.

Section 2.6. Compensation for Purposes of Section 5.3

"Compensation" for purposes of Section 5.3 of the Plan shall mean wages as defined in IRC Section 3401(a) and all other payments of compensation to an employee 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 IRC Sections 6041(d), 6051(a)(3), and 6052. Compensation shall be determined without regard to any rules under IRC Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in IRC Section 3401(a)(2)).

Section 2.7. Compensation for Purposes Other Than Section 5.3

"Compensation" for purposes other than Section 5.3 of the Plan shall mean:

(a) If the Participant would be subject to the Ohio Public Employees Retirement System had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes. Pursuant to ORC Section 3305.01(E)(1), Compensation under this Paragraph (a) is intended to have the same meaning as "earnable salary" as defined in ORC Section 145.01(R).

(1) Compensation includes the following:

(i) Payments made by the Employer in lieu of salary, wages, or other earnings for sick leave, personal leave, or vacation used by the Participant;

(ii) Payments made by the Employer for the conversion of sick leave, personal leave, and vacation leave accrued, but not used if the payment is made during the year in which the leave is accrued, except that payments made pursuant to ORC Section 124.383 or ORC Section 124.386 are not Compensation;

(iii) Allowances paid by the Employer for maintenance, consisting of housing, laundry, and meals, as certified to the public employees retirement board by the Employer or the head of the department that employs the Participant;

(iv) Fees and commissions paid under ORC Section 507.09;

(v) Payments that are made under a disability leave program sponsored by the Employer and for which the Employer is required by ORC Section 145.296 to make periodic employer and employee contributions; and

(vi) Amounts included pursuant to former Divisions (K)(3) and (Y) of ORC Section 145.01 and ORC Section 145.2916.

(2) Compensation does not include any of the following:

(i) Fees and commissions, other than those paid under ORC Section 507.09, paid as sole compensation for personal services and fees and commissions for special services over and above services for which the Participant receives a salary;

(ii) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(iii) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, or use of the Employer's property or equipment, or amounts paid by the Employer to the Participant in lieu of providing the incidental benefits;

(iv) Reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(v) Payments for accrued but unused sick leave, personal leave, or vacation that are made at any time other than the year in which the sick leave, personal leave, or vacation was accrued;

(vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(vii) Payments under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 145.01(R); and

(ix) The portion of any amount included in ORC Section 145.2916 that represents employer contributions.

(b) If the Participant would be subject to the State Teachers Retirement System of Ohio had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment, including compensation paid pursuant to a supplemental contract. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes. Pursuant to ORC Section 3305.01(E)(2), Compensation under this Paragraph (b) is intended to have the same meaning as "compensation" as defined in ORC Section 3307.01(L).

(1) Compensation includes amounts paid by the Employer as a retroactive payment of earnings, damages, or back pay pursuant to a court order, court-adopted settlement agreement, or other settlement agreement if the Plan receives amounts equal to those described in ORC Sections 3307.01(L)(1)(b)(i) and (ii), except to the extent that any portion of such amount is described in Paragraph (b)(2) below.

(2) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to ORC Section 124.39 or any other plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary, compensation, or benefits under ORC Chapter 145, 3307 or 3309 are paid;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made by the Employer in exchange for the Participant's waiver of a right to receive any payment, amount, or benefit described in ORC Section 3307.01(L)(2);

(vii) Payments by the Employer for services not actually rendered;

(viii) Any amount paid by the Employer as a retroactive increase in salary, wages, or other earnings unless the increase is described in ORC Section 3307.01(L)(2)(h);

(ix) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(x) Payments made to the Participant under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Bill No. 164 of the 124th Ohio General Assembly or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(xi) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 3307.01(L).

(c) If the Participant would be subject to the School Employees Retirement System had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to a Participant by reason of employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes. Pursuant to ORC Section 3305.01(E)(3), Compensation under this Paragraph (c) is intended to have the same meaning as "compensation" as defined in ORC Section 3309.01(V).

(1) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to ORC Section 124.39 or any other plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary or compensation is also paid or during which benefits are paid under ORC Chapter 3309;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment,

and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401 (a)(17);

(vii) Payments made under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 3309.01(V).

Notwithstanding the foregoing, Compensation shall not be reduced by the amount of exclusions that are not currently includible in the Participant's gross income by reason of the application of IRC Sections 125, 132(f), 402(e)(3), 403(b), 414(h)(2), and 457.

An employee who has satisfied the eligibility requirements for Employer Contributions and Nonelective Contributions during a Plan Year shall be entitled to such contributions only with respect to Compensation earned on or after the date he or she becomes a Participant.

The annual Compensation of each Participant taken into account in determining allocations shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC Section 401(a)(17)(B) (\$270,000 in 2017). Annual Compensation means Compensation during the Plan Year. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the Plan Year that begins with or within such calendar year.

Section 2.8. Disabled or Disability

"Disabled" or "Disability" shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration, provided that such Disability occurs while the Participant is an Eligible Employee of the Employer and satisfies the definition under IRC Section 72(m)(7). A Participant shall be considered Disabled only if the permanence and degree of such impairment is supported by medical evidence. Such determinations shall be made by each Provider.

Section 2.9. Eligible Employee

"Eligible Employee" shall mean any Full-time Employee as defined in Section 2.18; provided, however, Eligible Employee shall include: (a) any employee who participated in an alternative retirement plan (as described in ORC Chapter 3305) in the employee's last employment position with the Employer (and who has not incurred a One Year Break in Service) and who transfers, or is transferred, to an employment position with the Employer for which an alternative

retirement plan (as described in ORC Chapter 3305) is not available from that Employer; (b) any employee whose employment with the Employer terminates while the employee is participating in an alternative retirement plan (as described in ORC Chapter 3305) and the employee recommences employment with the Employer before the employee has had a One Year Break in Service regardless of the employee's employment position with the Employer upon the employee's return; and (c) any Full-time Employee whose previous employment with the Employer terminated before the employee had completed 120 days of service with the Employer and such employee had not, or had not been deemed to have, elected to participate in a State Retirement System during such employee's previous employment with the Employer.

Section 2.10. Employer

"Employer" shall mean the public institution of higher education identified in Section 1.3 that is: (a) a state university or a state institution of higher education, in each case as defined in ORC Section 3345.011; (b) the Northeast Ohio Medical University, formerly known as the Northeastern Ohio Universities College of Medicine; or (c) a university branch, technical college, state community college, community college, or municipal university established or operating under ORC Chapter 3345, 3349, 3354, 3355, 3357, or 3358.

Section 2.11. Employer Account

"Employer Account" shall mean the separate account maintained for each Participant to which all Employer Contributions shall be allocated.

Section 2.12. Employer Contributions

"Employer Contributions" shall mean those contributions made by the Employer pursuant to Section 4.2.

Section 2.13. Employment Commencement Date

"Employment Commencement Date" shall mean the date that the employee first performs an Hour of Service with the Employer.

Section 2.14. EPCRS

"EPCRS" shall mean the Employee Plans Compliance Resolution System or any successor thereto.

Section 2.15. Forfeiture

"Forfeiture" shall mean the amount of the non-Vested portion of a Participant's Employer Account following a Participant's Severance from Employment with the Employer.

Section 2.16. Forfeiture Account

"Forfeiture Account" shall mean the separate account maintained under the Plan to which all Forfeitures shall be allocated.

Section 2.17. Former Provider

"Former Provider" shall mean any service provider that was approved by the Employer to provide services and to offer Investment Options under the Plan, but that ceases to be eligible to receive new contributions under the Plan, but only to the extent that the Former Provider continues to hold Plan assets. A Former Provider shall retain all responsibilities of a Provider under the Plan for so long as it continues to hold Plan assets, provided, however, that in no event shall contributions under Article IV or intra-plan transfers under Section 5.2 be made to a Former Provider.

Section 2.18. Full-time Employee

"Full-time Employee" shall mean an employee who is classified by the Employer as having an appointment of seventy-five percent (75%) or greater full-time equivalent (FTE), other than an employee having an appointment designated as student employment. A person's service with the Employer as a "leased employee" as defined in IRC Section 414(n) shall not be included in determining whether such person is a "Full-time Employee."

Section 2.19. Hour of Service

"Hour of Service" shall mean each hour for which an employee is paid or entitled to payment for the performance of duties for the Employer.

Section 2.20. Investment Options

"Investment Options" shall mean the investment funds available under the Plan and specifically approved by the Employer, in its sole and absolute discretion, for use under this Plan in accordance with Article V.

Section 2.21. IRC

"IRC" shall mean the Internal Revenue Code of 1986, as amended.

Section 2.22. Joint and Survivor Annuity

"Joint and Survivor Annuity" shall mean an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's Beneficiary which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's Beneficiary and which is the actuarial equivalent of the Participant's Vested Account. The percentage of the survivor annuity under the Plan shall be elected by the Participant subject to the annuity options available under the Trust.

Section 2.23. Nonelective Contributions

"Nonelective Contributions" shall mean those contributions made by the Participant pursuant to Section 4.1.

Section 2.24. One Year Break in Service

"One Year Break in Service" shall mean a Period of Severance of at least 365 consecutive days.

Section 2.25. ORC

"ORC" shall mean the Ohio Revised Code, as amended. The portions of the ORC referenced in this Plan are attached and made a part of this Plan at Appendix A. All citations to sections of the ORC are to such sections as they may from time to time be amended or renumbered.

Section 2.26. Participant

"Participant" shall mean every employee or former employee who has met the applicable participation requirements of Article III.

Section 2.27. Participant Account

"Participant Account" shall mean the account to which all Nonelective Contributions and Voluntary Contributions by the Participant shall be allocated, if applicable. Separate accounts within the Participant Account will be maintained for the Nonelective Contributions and the Voluntary Contributions of each Participant.

Section 2.28. Period of Severance

"Period of Severance" shall mean a continuous period of time, beginning on the employee's Severance from Employment, during which the employee is not employed by the Employer.

Section 2.29. Plan

"Plan" shall mean this Plan. For purposes of the IRC, this Plan shall be considered and administered as a profit sharing plan under IRC Section 401(a) and a governmental plan under IRC Section 414(d).

Section 2.30. Plan Year

"Plan Year" shall mean the calendar year.

Section 2.31. Pre-Retirement Survivor Annuity

"Pre-Retirement Survivor Annuity" shall mean a survivor annuity for the life of the surviving Beneficiary of the Participant which is the actuarial equivalent of the Participant's Vested Account.

Section 2.32. Provider

"Provider" shall mean a service provider that provides recordkeeping and/or administrative services under the Plan, and that offers Investment Options under the Plan, pursuant to Section 5.1 and in conformance with ORC Section 3305.03. The Employer shall approve the Providers under

the Plan in accordance with ORC Section 3305.04 and in the Employer's sole and absolute discretion. The approved Providers under the Plan shall be set forth in Appendix B, which may be modified from time to time, provided that any such modification shall not constitute an amendment to the Plan. With respect to an individual Participant, "Provider" shall mean the service provider selected by the Participant to provide the Participant's Investment Options. A Provider's responsibilities under the Plan, as to any Participant, shall be limited to the Accounts of those Participants investing in Investment Options offered by that Provider, unless otherwise agreed between the Employer and the Provider.

Section 2.33. Related Employer

"Related Employer" shall mean the Employer and any other entity that is required to be aggregated with the Employer under IRC Section 414(b), (c) or (m) based on a reasonable good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

Section 2.34. Rollover Account

"Rollover Account" shall mean the separate account maintained for each Participant to which all Rollover Contributions shall be allocated.

Section 2.35. Rollover Contribution

"Rollover Contribution" means those amounts transferred to this Plan as described in Section 4.5.

Section 2.36. Severance from Employment

"Severance from Employment" shall mean the complete termination of the Eligible Employee's employment with the Employer for any reason, including death, Disability, or retirement.

Section 2.37. Spouse

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

Section 2.38. State Retirement System

"State Retirement System" shall mean, as applicable, the Ohio Public Employees Retirement System (as codified under ORC Chapter 145), the State Teachers Retirement System of Ohio (as codified under ORC Chapter 3307), or the School Employees Retirement System (as codified under ORC Chapter 3309).

Section 2.39. Trust

"Trust" shall mean a qualified trust under IRC Section 401(a) and/or individual or group custodial accounts or annuity contracts treated as a qualified trust under IRC Section 401(f),

established by the Employer to hold Plan assets. The Trust is set forth under a written document or documents that is separate from this Plan. In the event of any conflict between the terms of the Trust and the terms of the Plan, the terms of the Plan shall control.

Section 2.40. USERRA

"USERRA" shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Section 2.41. Vested

"Vested" shall mean the interest of the Participant or Beneficiary in his or her Account which is unconditional, legally enforceable, and nonforfeitable.

Section 2.42. Voluntary Contribution

"Voluntary Contribution" shall mean those contributions made by the Participant pursuant to Section 4.3.

ARTICLE III. ELIGIBILITY TO PARTICIPATE

Section 3.1. Initial Entry

All Eligible Employees as of the date the Board of Trustees of the Employer establishes the Plan shall have a period of 120 days from such date in which to elect on the Applicable Form to participate in the Plan. Each other Eligible Employee shall have a period of 120 days from his or her Employment Commencement Date in which to elect on the Applicable Form to participate in the Plan, as provided under ORC Sections 3305.05 and 3305.051. Such election shall be effective on the Eligible Employee's Employment Commencement Date and shall be irrevocable when made. An Eligible Employee who fails to elect participation in the Plan on the Applicable Form may not subsequently elect participation unless he or she has a Severance from Employment and is reemployed as an Eligible Employee following a One Year Break in Service. For existing employees who became Eligible Employees due to a change in position, references in this Section 3.1 to Employment Commencement Date shall mean the date upon which the employee became an Eligible Employee.

Section 3.2. Continued Participation

A Participant shall continue to participate in the Plan as long as the Participant remains an employee of the Employer.

Section 3.3. Resumption of Participation

In the event a Participant is reemployed prior to incurring a One Year Break in Service, such employee shall participate in the Plan immediately upon becoming an Eligible Employee of the Employer.

Section 3.4. Eligibility Determinations and Employer Powers

(a) The Employer shall have full power to: (i) interpret and construe this Plan in a manner consistent with its terms and provisions and with IRC Section 401 and other applicable qualified plan provisions of the IRC, and to establish rules and procedures conforming to those provisions; (ii) determine all questions of eligibility and of the status and rights of Participants; (iii) determine the amounts to be contributed to each Participant's Account; and (iv) employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants as it may deem necessary. In all such cases the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of this Plan, and the Employer shall have the right to resolve all such questions.

(b) Notwithstanding the above, the Employer's power and responsibility under this Plan shall not extend to, nor have any control over, those responsibilities and duties of the Provider.

ARTICLE IV. CONTRIBUTIONS

Section 4.1. Nonelective Contributions

(a) An Eligible Employee who becomes a Participant under this Plan in accordance with the provisions of Article III shall be deemed to have authorized the Employer to deduct from such Participant's Compensation, prior to its payment, a specified percentage of such Participant's Compensation, as a Nonelective Contribution to the Plan. Such contributions shall be credited to the Participant Account.

(b) The Nonelective Contribution percentage shall equal the percentage of the Participant's Compensation earned during the year which, but for the election to participate in this Plan, would have otherwise been contributed to the State Retirement System that applies to the Participant's position(s); provided that the Nonelective Contribution percentage shall not be less than three percent.

(c) Nonelective Contributions, although designated as employee contributions, shall be picked up and paid by the Employer as an Employer contribution pursuant to IRC Section 414(h)(2). The Employer's action providing for the treatment of the Nonelective Contributions as Employer contributions shall be evidenced in writing by minutes of a meeting, resolution, or other formal action by the Employer which will effectuate the pick-up provisions under IRC Section 414(h)(2). The Employer shall remit the picked up Nonelective Contribution directly to the Plan, instead of paying such amounts to the Participant. A Participant may not elect to receive Nonelective Contributions directly instead of having them paid by the Employer to the Plan. The Employer may choose to apply for approval from the National Office of the Internal Revenue Service concerning the applicability of IRC Section 414(h)(2).

Section 4.2. Employer Contributions

(a) An Eligible Employee who becomes a Participant under this Plan in accordance with the provisions of Article III shall receive a specified percentage of such Participant's

Compensation as an Employer Contribution to the Plan. Such contributions shall be credited to the Employer Account.

(b) The Employer Contribution percentage shall equal the percentage of the Participant's Compensation earned during the year which, but for the election to participate in this Plan, the Employer would have otherwise contributed to the State Retirement System that applies to the Participant's position(s), less the mitigating rate percentage contributed by the Employer to such State Retirement System pursuant to ORC Section 3305.06(D).

(c) Each Participant will share in Employer Contributions for the period beginning on the date the Participant commences participation under the Plan and ending on the date on which such Participant severs employment with the Employer or is no longer an Eligible Employee.

Section 4.3. Voluntary Contributions

Effective April 1, 2001, voluntary non-deductible employee contributions to the Plan shall no longer be permitted. Voluntary non-deductible employee contributions made prior to April 1, 2001, shall be held and administered in accordance with the terms of the Plan.

Section 4.4. Social Security Replacement Plan

Notwithstanding Sections 4.1 and 4.2, in no event shall the amount contributed under Sections 4.1 and 4.2, when combined with the amount contributed under any other qualified defined contribution retirement plan maintained by the Employer on behalf of a Participant, if any, be less than the amount necessary to qualify the Plan as a state retirement system with respect to such Participant pursuant to IRC Section 3121(b)(7) and the Treasury Regulations adopted thereunder.

Section 4.5. Rollover Contributions

(a) The Plan will accept a Rollover Contribution from a Participant, whether by indirect rollover or direct rollover, from the types of plans specified in Paragraphs (b) and (c) below, subject to the requirements of Paragraph (d) below and the Provider's ability to account separately for such amounts. A Participant's Rollover Contributions shall be subject to the same distribution restrictions applicable to the Participant's Account generally.

(b) The Plan will accept a direct or indirect rollover of an eligible rollover distribution from:

(1) A qualified plan described in IRC Section 401(a) or 403(a).

(2) An annuity contract described in IRC Section 403(b).

(3) An eligible plan under IRC 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.

(c) The Plan will accept an indirect rollover of the portion of a distribution from an individual retirement account or annuity described in IRC Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

(d) A Rollover Contribution to the Plan shall meet the following requirements:

(1) Rollover Contributions will be permitted to the Plan if the plan from which the funds are to be transferred permit the transfer to be made, and the Provider is reasonably satisfied that such transfer will not jeopardize the tax exempt status of this Plan or create adverse tax consequences for the Employer. Rollover Contributions shall be made by delivery of such amount to the respective Provider. All Rollover Contributions must be in cash only.

(2) The Plan will not accept any portion of a Rollover Contribution that includes after-tax employee contributions or Roth contributions.

(3) A Rollover Contribution that is not made by direct rollover must be transferred within 60 days of the date the Participant received the eligible rollover distribution; provided, however, that a Participant may make a Rollover Contribution after the 60-day rollover deadline if the Participant certifies to the Provider on an Applicable Form that the reason for the late contribution qualifies the Participant for a waiver of the 60-day rollover deadline pursuant to Revenue Procedure 2016-47.

(4) If the Provider accepts a Rollover Contribution, it shall allocate it to a separate Rollover Account. The funds shall be invested separately, and any appreciation, depreciation, gain, or loss with respect to the Rollover Account, and any related expenses, shall be allocated to such Rollover Account.

(5) Rollover Contributions shall not be considered to be Participant Contributions for the purpose of calculating the limitations under Section 5.3.

(6) Any amount that is credited to a Participant's Account pursuant to a Rollover Contribution under this Section 4.5 shall be 100% Vested and nonforfeitable at all times.

Section 4.6. Transfers from a Plan of the Employer

(a) Any Participant who has participated in a plan under IRC Section 401(a) or 403(a) attributable to such Participant's current employment with the Employer may elect to transfer all or a portion of the amount accumulated under such other plan to this Plan, provided such transfer is effected in a manner consistent with the terms of such other plan as well as the terms of this Plan. Such transfer shall only be permitted if such transfer qualifies as a tax-free transfer under generally accepted interpretations of the IRC. The portion of a Participant's Account attributable to such a transfer shall be subject to the terms of this Plan as if the contributions from which the transferred amount are derived were made under this Plan.

(b) Any amount that is credited to a Participant's Account pursuant to a transfer under this Section 4.6 shall be 100% Vested and nonforfeitable at all times. In all other respects, the

portion of a Participant's Account attributable to such transfer shall be subject to the terms of this Plan.

Section 4.7. Plan Expenses

All reasonable expenses of administering the Plan shall be charged against and paid from Participants' Accounts, unless paid by the Employer.

Section 4.8. Paid Leave of Absence

Nonelective Contributions and Employer Contributions shall continue to be made to the Plan during a paid leave of absence based on the Compensation actually paid to the Participant.

ARTICLE V. ADMINISTRATION OF ACCOUNTS

Section 5.1. Plan Investments

(a) The amounts allocated to a Participant's Account shall be invested in the Investment Options offered by the Provider selected by the Participant in accordance with ORC Section 3305.053. The Participant shall direct the investment of his or her Account in one or more of the Investment Options available under the Plan. The Participant may make or change his or her investment selections by filing the Applicable Form with the Provider.

(b) The Investment Options available to Participants under the Plan shall be selected by the Employer and communicated to Participants. The Employer's current selection of Investment Options available from a Provider is not intended to limit future additions or deletions of Investment Options available from such Provider.

(c) If a Participant does not have a valid and complete investment election on file with a selected Provider, or if a Participant fails to select a Provider, the Participant's Account shall be invested in the default fund designated by the Employer in its sole and absolute discretion, until such time that the Participant makes an affirmative election regarding the investment of his or her Account.

Section 5.2. Intra-Plan Transfers

(a) Subject to a Provider's rules for transfers and ORC Section 3305.053, a Participant may direct that all or part of his or her Account be transferred from an Investment Option offered by the Provider to another Investment Option offered by the Provider at any time.

(b) Subject to any terms and conditions established by the Employer and ORC Section 3305.053, a Participant may elect to change the Provider at any time during the Plan Year. If a Participant makes an election to change Providers, the Participant may specify at any time that all or part of such Participant's Account be transferred to the new Provider; provided, however, that a Provider is not required to immediately transfer any part of the Participant's Account invested at the Participant's election in a fixed annuity account if the contract with the Participant under which the investment was made permits the Provider to make such a transfer over a period of time not

exceeding ten years and the contract was filed with and approved by the Ohio Department of Insurance or any successor.

(c) Notwithstanding anything in this Section 5.2 to the contrary, in no event may a Participant elect to transfer any part of his or her Account to a Former Provider.

Section 5.3. Limitations on Allocations to each Participant

(a) If a Participant does not participate in, and has never participated in, another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition (defined in Paragraph (c) below), the amount of annual additions which can be credited to the Account of a Participant for any limitation year (defined in Paragraph (c) below) will not exceed the lesser of the maximum permissible amount (defined in Paragraph (c) below), or any other limitation contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Account of a Participant would cause the annual additions for the limitation year to exceed the maximum permissible amount, such Employer Contribution will be reduced so that the annual additions for the limitation year will equal the maximum permissible amount. If the limits under IRC Section 415 are exceeded for any taxable year, then the Participant's Account may be corrected as set forth in EPCRS.

(b) This Paragraph (b) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition during any limitation year. The annual additions which can be credited to the Account of a Participant under the other qualified defined contribution plans, individual medical benefit accounts, welfare benefit funds, and simplified employee pension for the same limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to the Account of a Participant under this Plan for such limitation year. If the annual additions with respect to the Participant under this Plan are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the account(s) of the Participant under such other qualified defined contribution plans, individual medical benefit accounts, welfare benefit funds, and simplified employee pension for the limitation year. If the limits under IRC Section 415 are exceeded for any taxable year, then the Account of the Participant may be corrected as set forth in EPCRS.

(c) For purposes of this Section 5.3, the following definitions shall apply:

(1) An "annual addition" is the sum of the following credited to the Account of a Participant for the limitation year:

(i) Employer Contributions;

(ii) Participant contributions (Nonelective Contributions and Voluntary Contributions);

(iii) Forfeitures;

(iv) amounts allocated to an individual medical benefit account, as defined in IRC Section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer, are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in IRC Section 419A(d)(3), under a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer are treated as annual additions to a defined contribution plan; and

(v) allocations under a simplified employee pension, as defined in IRC Section 408(k).

(2) "Compensation" is defined in Section 2.6 of the Plan, but for purposes of applying the limitations described in this Section 5.3, the following applies:

(i) Compensation shall be based on the amount actually paid or made available to the Participant (or, if earlier, includible in the gross income of the Participant) during the limitation year.

(ii) Compensation paid or made available during a limitation year shall include amounts that would otherwise be included in compensation but for an election under IRC Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

(iii) Back pay, within the meaning of Treasury Regulation Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(iv) Compensation shall include amounts paid by the later of 2½ months after the Participant's Severance from Employment or the end of the limitation year that includes the date of the Participant's Severance from Employment, if:

(A) the payment is for unused accrued bona fide sick, vacation, or other leave (but only if the Participant would have been able to use the leave if employment had continued); or

(B) the payment is received by the Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income; or

(C) 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, absent a severance from employment, the payments would have been paid to the Participant while the Participant continued in employment with the Employer.

Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2½ months after the date of Severance from Employment or the end of the limitation year that includes the date of Severance from Employment.

(v) Compensation shall include amounts earned during the limitation year but not paid during that limitation year solely because of the timing of pay periods and pay dates, provided:

(A) such amounts are paid during the first few weeks of the next limitation year;

(B) such amounts are included on a uniform and consistent basis with respect to all similarly situated Participants; and

(C) no such amounts are included in more than one limitation year.

(vi) Compensation for purposes of this Section 5:3 shall not reflect compensation for a year greater than the limit under IRC Section 401(a)(17) that applies to that year.

(3) The "limitation year" is the Plan Year. If a short limitation year is created because of an amendment changing the limitation year to a different 12-consecutive month period, the maximum permissible amount will not exceed the defined contribution dollar limit under Subparagraph (4) multiplied by the following fraction:

$$\frac{\text{Number of months in the short limitation year}}{12}$$

If the Plan is terminated as of a date other than the last day of the limitation year, the Plan is deemed to have been amended to change its limitation year and the maximum permissible amount shall be prorated for the resulting short limitation year.

(4) The "maximum permissible amount" is the lesser of (a) 100% of the Participant's Compensation for the limitation year, or (b) \$40,000 as adjusted for increases in the cost-of-living under IRC Section 415(d).

Section 5.4. Designation of Beneficiary

(a) Each Participant may, pursuant to the Applicable Form provided by the Provider, designate from time to time in writing one or more Beneficiaries, who will receive the Participant's Vested Account balance in the event of the Participant's death. Designation of one or more Beneficiaries shall become effective upon receipt of the fully completed Applicable Form by the Provider and shall supersede all prior designations made by the Participant. If the Participant dies without having made a Beneficiary designation, the Provider shall distribute such benefits as provided in the Trust or, if not so provided, to the Participant's estate.

(b) Notwithstanding Paragraph (a), in accordance with ORC Section 3305.10, in the event of the death of a married Participant, the surviving Spouse must be the sole Beneficiary unless the surviving Spouse has consented in writing to a different election, has acknowledged the effect of such election, and the consent and acknowledgement are witnessed by a duly authorized Provider representative or notary public. The election may not be changed without spousal consent, unless the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the Treasury Regulations may prescribe. The Participant is responsible for notifying the Provider if the Spouse of a Participant is located or if a Participant remarries. If the Participant so notifies the Provider, the Provider shall then, if applicable, make available to such Spouse the spousal consent procedures described in this Section. Any consent, or lack of consent where a Spouse cannot reasonably be located, is effective only with respect to that Spouse.

Section 5.5. Loans to Participants

The Plan shall not permit loans.

Section 5.6. Valuation of Accounts

The assets of the Plan shall be valued at fair market value at least annually. On any such valuation date, the earnings and losses of the Plan will be allocated to each Participant's Account in the ratio that such Account balance bears to all Account balances.

ARTICLE VI. VESTING

Section 6.1. Participant Account and Rollover Account 100% Vested

Participant Accounts and Rollover Accounts shall be 100% Vested at all times.

Section 6.2. Employer Account Vesting on Death, Disability or Normal Retirement Age

If a Participant's employment is terminated due to his or her death, due to his or her Disability, or on or after the Participant's attaining age 65 ("Normal Retirement Age"), 100% of the Participant's Employer Account shall be Vested.

Section 6.3. Employer Account Vesting on Severance from Employment

A Participant's Employer Account shall be 100% Vested at all times.

ARTICLE VII. DISTRIBUTIONS

Section 7.1. Distribution of Benefits

(a) A Participant may request distribution of all or a portion of his or her Vested Account at any time after the Participant's Severance from Employment or, if earlier, Disability.

(b) Notwithstanding Paragraph (a), if permitted under Section 4.5, a Participant may request a distribution of all or part of his or her Rollover Account at any time.

Section 7.2. Forms of Payment

(a) Subject to Section 7.4 and ORC Section 3305.10, and to the extent permitted by the Trust, a Participant may elect on the Applicable Form to receive a distribution of his or her Vested Account in any of the following forms:

(1) An annuity without a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity.

(2) A lump sum distribution.

(3) Installment payments (subject to the limitations of Paragraph (c)).

(b) If the Participant is married at the time he or she requests a distribution, the Participant's Spouse must consent to the form of payment selected by the Participant before the Provider may make any payment. The consent must be in writing, must acknowledge the form of payment, and must be witnessed by the Provider or notary public. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the Treasury Regulations may prescribe.

(c) If distributions are made in installments, the amount of the installment to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy (defined in Section 7.5(e)) of the Participant or the joint and last survivor expectancy of the Participant and his or her designated Beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Treasury Regulation Section 1.72-9, Table V and VI or, in the case of payments under a contract issued by an insurance company, by use of the life expectancy tables of the insurance company. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually, but the life expectancy of a non-Spouse Beneficiary may not be recalculated.

(d) The Provider shall be responsible for distributing a Participant's Account and for making such distributions pursuant to the provisions of the Plan.

Section 7.3. Death Benefits

(a) In the event of the death of a Participant after distribution of the Participant's Vested Account has begun, but prior to completion of such payments, the full amount of such unpaid Vested Account shall continue to be paid in the form elected by the Participant, provided that the Beneficiary may request that the remaining Account be paid in a lump sum.

(b) In the event of the death of the Participant prior to the commencement of payment of his or her Account, distributions shall be made in the form and at the time or times selected by the Beneficiary pursuant to Sections 7.2, 7.4 and 7.5.

(c) In the event of the death of a Beneficiary (or a contingent Beneficiary, if applicable) prior to the completion of payment of benefits due the Beneficiary from the Plan, the full amount of such unpaid Vested Account shall become the property of the estate of said Beneficiary.

Section 7.4. Joint and Survivor Annuity or Pre-Retirement Survivor Annuity

(a) The provisions of this Section 7.4 shall apply only to the extent that the Employer has elected the Joint and Survivor Annuity or Pre-Retirement Survivor Annuity option as the default form of payment under Section 7.2.

(b) Unless an optional form of benefit is selected within the 180-day period ending on the annuity starting date (as defined in Paragraph (e) below), a married Participant's Vested Account will be paid in the form of a Joint and Survivor Annuity with the Participant's Spouse, and an unmarried Participant's Vested Account will be paid in the form of a single life annuity (defined in Paragraph (e) below).

(c) Unless an optional form of benefit is selected, if a Participant dies before the annuity starting date (defined in Paragraph (e) below), then the Participant's Vested Account shall be applied toward the purchase of a Pre-Retirement Survivor Annuity. The surviving Beneficiary may elect to have such annuity distributed within a reasonable period after the Participant's death, subject to Section 7.5.

(d) A Participant who elects to waive the Joint and Survivor Annuity form of benefit is entitled to elect an optional survivor annuity (as defined in Paragraph (e) below) at any time during the applicable election period. Furthermore, the written explanation of the Joint and Survivor Annuity shall explain the terms and conditions of the optional survivor annuity.

(e) For purposes of this Section 7.4, the following definitions shall apply:

(1) The "annuity starting date" is the first day of the first period for which an amount is paid as an annuity or any other form.

(2) The "applicable percentage" is based on the survivor annuity percentage (*i.e.*, the percentage which the survivor annuity under the Plan's Joint and Survivor Annuity bears to the annuity payable during the joint lives of the Participant and the Spouse). If the survivor annuity percentage is less than 75%, the "applicable percentage" is 75%. If the

survivor annuity percentage is greater than or equal to 75%, the "applicable percentage" is 50%.

(3) An "optional survivor annuity" is an immediate annuity (i) for the life of the Participant with a survivor annuity for the life of the Spouse which is equal to the applicable percentage (defined above) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and (ii) which is the amount of the benefit that can be purchased with the Participant's Vested Account. An optional survivor annuity also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

(4) A "single life annuity" is an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

(f) Notice Requirements.

(1) In the case of a Joint and Survivor Annuity, the Provider shall, no less than 30 days and no more than 180 days prior to the annuity starting date, provide each Participant a written explanation of: (i) the terms and conditions of the Joint and Survivor Annuity and the optional survivor annuity; (ii) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation Section 1.417(a)(3)-1. The description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution.

(2) In the case of a Pre-Retirement Survivor Annuity, the Provider shall provide each Participant within the applicable period (as defined below) for such Participant a written explanation of the Pre-Retirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Paragraph (f)(1) applicable to a Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation Section 1.417(a)(3)-1. The applicable period for a Participant is a reasonable period ending after the individual becomes a Participant.

Section 7.5. Required Distribution Rules

(a) General Rules

(1) The requirements of this Section 7.5 will take precedence over any inconsistent provisions of the Plan.

(2) All distributions required under this Section 7.5 will be determined and made in accordance with IRC Section 401(a)(9), 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 IRC Section 401(a)(9)(G).

(3) Spousal consent under Section 7.2 is not required if the Plan is required to make a distribution under the Plan to satisfy IRC Section 401(a)(9) because the Participant or Beneficiary has failed to timely request such a distribution. In such case, notwithstanding any other provision of the Plan, IRC Section 401(a)(9) may be satisfied by a lump sum distribution of the required minimum amount to the Participant or Beneficiary.

(b) Time and Manner of Distribution

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For Plan Years beginning prior to January 1, 2022, "required beginning date" shall mean the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 72 (70½ if the Participant attains age 70½ before January 1, 2020) or the calendar year in which the Participant retires. For the Plan Year commencing January 1, 2022, "required beginning date" shall mean the April 1 of the calendar year in which the Participant attains age 72, subject to ORC Section 3305.07.

(i) A Participant who is required to receive a distribution under the Plan by reason of attaining age 72 (and who has not had a Severance from Employment) is limited to receiving an amount equal to the annual distribution amount required to satisfy Code Section 401(a)(9).

(ii) Transition rule. For purposes of applying this Section 7.5 to any Participant who (i) has not had a Severance from Employment as of December 31, 2021, and (ii) was age 72 or greater on December 31, 2021, the Participant shall be treated as attaining age 72 on January 1, 2022.

(2) The Provider(s) shall be solely responsible for calculating the amounts required to be distributed to a Participant under this Section and notifying such Participant of such distributions at least 60 days prior to the date distributions must begin.

(c) 2020 Waiver. Notwithstanding this Section 7.5 of the Plan, for 2020 or such longer period as provided in legislation modifying or extending the Coronavirus Aid, Relief and Economic Security Act of 2020, the minimum distribution requirements set forth under this Section 7.5 will be satisfied as provided in either Paragraph (f)(1) or Paragraph (f)(2), as determined by the Provider responsible for the Participant's required minimum distribution and in accordance with the Trust;

(1) 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 IRC 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 (that include the 2020 RMDs) in a series of substantially equal periodic payments 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 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.

(2) 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 not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distribution described in the preceding sentence.

Further, if provided by the Trust, 2020 RMDs and/or Extended 2020 RMDs will be treated as eligible rollover distributions for purposes of Section 7.9.

Section 7.6. Transfers from Plan

The Employer, in its sole discretion, may permit a plan-to-plan transfer of part or all of the Vested Account of a Participant or a group of Participants to a qualified retirement plan under IRC Section 401(a) or Section 403(a).

Section 7.7. Inability to Locate Participant or Beneficiary

(a) If the Provider cannot locate the Participant or Beneficiary to whom the Vested Account is to be distributed, and reasonable efforts have been made to find such a person, the Participant's Vested Account may be forfeited, subject to state law, and used to reduce Employer Contributions; provided that, if the Participant is subsequently located, such Forfeiture shall be restored and the restoration shall be made first out of Forfeitures, if any, and then by additional Employer Contributions.

(b) For purposes of this Section 7.7, a Provider will be deemed to have exhausted reasonable efforts to locate a Participant or Beneficiary if the Provider has taken the following steps:

(1) Attempted contact via United States Postal Service certified mail to the last known mailing address and through appropriate means for any address or contact information (including email addresses and telephone numbers);

(2) Searched Plan related records and publicly available records or directories for alternative contact information;

(3) Requested the Employer to review its Plan and/or employment records for alternative contact information; and

(4) Attempted to locate the Participant or Beneficiary by use of a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals.

Section 7.8. Division of Marital or Separate Property

(a) Notwithstanding any other provisions of Article VII, any Account of a Participant may be apportioned between the Participant and an alternate payee pursuant to an order for division of marital or separate property that satisfies the requirements of ORC Section 3305.21 and that is a qualified domestic relations order within the meaning of IRC Section 414(p).

(b) The Provider shall comply with an order received under Paragraph (a) at the following times as appropriate:

(1) If the Participant is already receiving distributions of his or her Account or has applied for but has not yet received a lump sum distribution of his or her Account, as soon as practicable; or

(2) If the Participant has not received a distribution of his or her Account, on application by the Participant for a distribution under the Plan.

Notwithstanding the preceding, the Plan may make an immediate distribution to an alternate payee pursuant to the qualified domestic relations order.

(c) The Provider shall adopt reasonable procedures (1) to determine whether the order received under Paragraph (a) meets all applicable requirements of ORC Section 3305.21, which incorporates by reference the requirements of ORC Sections 3105.80 to 3105.90, (2) to determine whether a domestic relation order is qualified under IRC Section 414(p), and (3) to administer the distributions under the order in compliance with those provisions of the ORC and IRC.

Section 7.9. Direct Rollover

(a) Notwithstanding any other provision of the Plan, the Provider shall advise any distributee entitled to receive an eligible rollover distribution, at the same time as the notice required to be given pursuant to the IRC (or such other time as is permitted by law) of his or her right to elect a direct rollover to an eligible retirement plan, pursuant to the provisions of this Section 7.9. To elect a direct rollover the distributee must request in writing to the Provider that all or a specified portion of the eligible rollover distribution be transferred directly to one or more eligible retirement plans. If more than one direct rollover distribution will be made, the notice specified in the first sentence of this Paragraph (a) must state that the distributee's initial election to make or not to make a direct rollover will remain in effect unless he or she gives the Provider written instructions on the Applicable Form to change the election, in which case the new election will remain in effect until changed.

(b) The distributee shall not be entitled to elect a direct rollover pursuant to this Section 7.9 unless he or she has obtained a waiver of any applicable Joint and Survivor Annuity, if required pursuant to Section 7.4.

(c) For purposes of this Section 7.9, the following definitions shall apply:

(1) A "direct rollover" is a payment of an eligible rollover distribution that is made by the Plan directly to an eligible retirement plan for the benefit of the distributee.

(2) A "distributee" is a Participant, the Spouse of a Participant, or the Participant's former Spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p), any of whom are eligible to receive a distribution from the Plan. In addition, a Participant's non-Spouse Beneficiary shall be a distributee as limited by Subparagraph (3).

(3) An "eligible retirement plan" is an eligible plan under IRC 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, an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), a SIMPLE IRA described in IRC Section 408(p), a Roth individual retirement account or annuity described in IRC Section 408A ("Roth IRA"), an annuity plan described in IRC Section 403(a), an annuity contract described in IRC Section 403(b), or a qualified plan described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution.

The definition of an eligible retirement plan for a non-Spouse Beneficiary is limited to an individual retirement account or annuity described in IRC Section 408(a) or (b) or a Roth IRA established for the purpose of receiving the distribution and treated as an inherited individual retirement account or annuity within the meaning of IRC Section 408(d)(3)(C).

(4) An "eligible rollover distribution" is any distribution from this Plan of all or any portion of the Account balance to the credit of the distributee, except for distributions (or portions thereof) which are:

(i) One of a series of substantially equal periodic payments (not less frequently than annually) made over the life of the Participant (or the joint lives of the Participant and the Participant's designated Beneficiary), the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's designated Beneficiary), or for a specified period of 10 years or more;

(ii) Required under IRC Section 401(a)(9) (relating to the minimum distribution requirements); or

(iii) Any hardship distributions described in IRC Section 401(k)(2)(B)(i)(IV) and Treasury Regulation Section 1.401(k)-1(d)(3).

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or

annuity described in IRC Section 408(a) or (b) or a Roth IRA, or (2) a qualified defined contribution plan described in IRC Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Section 7.10. Withholding Orders

(a) Withholding Orders Upon Theft in Office or Sex Offenses

(1) In accordance with ORC Section 3305.09, any payment that is to be made to the Participant or his or her Beneficiary(ies) under this Plan shall be subject to any withholding order issued pursuant to ORC Section 2907.15 or Division (C)(2)(b) of ORC Section 2921.41. The Provider shall comply with that withholding order in making the payment.

(2) If a Provider receives notice pursuant to ORC Section 2907.15 or Division (D) of ORC Section 2921.41 that a Participant is charged with a violation of ORC Section 2907.02, 2907.03, 2907.04, 2907.05, or 2921.41, no payment shall be made to the Participant or his or her Beneficiary(ies) under this Plan prior to whichever of the following is applicable:

(i) If the Participant is convicted of or pleads guilty to the charge and no motion for a withholding order for purposes of restitution has been filed under ORC Section 2907.15 or Division (C)(2)(b)(i) of ORC Section 2921.41, 30 days after the date on which final disposition of the charge is made;

(ii) If the Participant is convicted of or pleads guilty to the charge and a motion for a withholding order for purposes of restitution has been filed under ORC Section 2907.15 or Division (C)(2)(b)(i) of ORC Section 2921.41, the date on which the court decides the motion; or

(iii) If the charge is dismissed or the Participant is found not guilty of the charge or not guilty of the charge by reason of insanity, the date on which final disposition of the charge is made.

(b) Withholding Orders for Support

Any payment that is to be made to the Participant or his or her Beneficiary(ies) under the Plan shall, to the extent required by Ohio law, be subject to any withholding order for spousal or child support issued pursuant to the provisions of the ORC. To the extent required by law, payments shall also be subject to ORC Sections 3111.23 and 3305.21.

(c) Provider Responsibility

The Provider shall be solely responsible for compliance with any withholding orders issued under Section 7.10(a) or (b) above.

ARTICLE VIII. AMENDMENT AND TERMINATION

Section 8.1. Rights to Suspend or Terminate Plan

It is the present intention of the Employer to maintain this Plan throughout its existence. Nevertheless, the Employer reserves the right, at any time, to the extent permitted by ORC Chapter 3305, to discontinue or terminate the Plan, to terminate the Employer's liability to make further contributions to this Plan, and/or to suspend contributions for a fixed or indeterminate period of time. In any event, the liability of the Employer to make contributions to this Plan shall automatically terminate upon its legal dissolution or termination, upon its adjudication as bankrupt, upon the making of a general assignment for the benefit of creditors, or upon its merger or consolidation with any other entity. The Employer's liability to make contributions to any Provider shall terminate upon the Provider ceasing to be a designated provider.

Section 8.2. Successor Organizations

In the event of the termination of the liability of the Employer to make further contributions to this Plan, the Employer's liability may be assumed by any other organization which employs a substantial number of the Participants of this Plan. Such assumption of liability shall be expressed in an agreement between such other organization and the Employer under which such other organization assumes the liabilities of the Plan with respect to the Participants employed by it.

Section 8.3. Amendment

(a) To provide for contingencies which may require the clarification, modification, or amendment of this Plan, the Employer reserves the right to amend this Plan at any time.

(b) The Ohio State University (hereinafter referred to as the "Pre-Approved Plan Provider" in this Section 8.3) shall have the authority to amend the Plan on behalf of the Employer for changes in the IRC, Treasury Regulations, Revenue Rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption shall not cause the Plan to be individually designed, and for corrections of prior approved plans. These amendments shall be applied to all employers that have adopted a pre-approved plan of the Pre-Approved Plan Provider.

(c) The Pre-Approved Plan Provider shall no longer have the authority to amend the Plan on behalf of the Employer as of the date the Plan is considered an individually designed plan. A Plan will be treated as individually designed if the Employer makes amendments to the Plan other than those permitted by section 8 of Revenue Procedure 2017-41. If the Plan is treated as individually designed, the Employer may not file for a determination letter using Form 5307; provided, however, if the Employer is otherwise eligible to file a determination letter pursuant to section 4 of Revenue Procedure 2016-37, the Employer may file for a determination letter on Form 5300.

(d) The Pre-Approved Plan Provider shall maintain, or have maintained on its behalf, a record of the employers that have adopted the approved specimen plan, and the Pre-Approved Plan Provider shall make reasonable and diligent efforts to ensure that adopting employers, including the Employer, have actually received and are aware of all plan amendments and that

such employers adopt new documents when necessary. The Pre-Approved Plan Provider will also inform the employers in the event of a discontinuance or abandonment of the approved specimen plan. This Paragraph (d) supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this Paragraph.

Section 8.4. Vesting and Distributions on Termination of Plan

Upon termination or partial termination of the Plan by formal action of the Employer for any reason, or if Employer Contributions to the Plan are permanently discontinued for any reason, each Participant directly affected by such action shall be 100% Vested in his or her Accounts. Notwithstanding any other provision of the Plan, on termination of the Plan, the Participant's Account shall, without the Participant's or his or her Spouse's consent, be distributed to the Participant in a lump sum.

Section 8.5. Plan Merger or Consolidation

In the case of any merger or consolidation with, or transfer of any assets or liabilities to, any other plan, each Participant in this Plan must be entitled to receive (if the surviving plan is then terminated) a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had terminated).

ARTICLE IX. MISCELLANEOUS

Section 9.1. Exclusive Benefit

This Plan has been executed for the exclusive benefit of the Participants and their Beneficiaries. This Plan shall be interpreted in a manner consistent with this intent and with the intention of the Employer that this Plan satisfies the pertinent provisions of IRC Section 401(a) and IRC Section 414(d). Additionally, this Plan shall satisfy the pertinent provisions identified on Appendix A, attached hereto and incorporated herein. Under no circumstances shall funds ever revert to or be used or enjoyed by the Employer, except as provided in Section 9.6.

Section 9.2. No Rights of Employment Granted

The establishment of this Plan shall not be considered as giving any employee the right to be retained in the service of the Employer.

Section 9.3. Laws of Ohio to Apply

This Plan shall be construed according to the laws of Ohio, to the extent Federal laws do not control.

Section 9.4. Military Service

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with USERRA, IRC Section 414(u), and IRC Section 401(a)(37). For purposes of this Section 9.4,

qualified military service means any service in the uniformed services as defined in USERRA by any individual, if such individual is entitled to reemployment rights under USERRA with respect to such service.

(b) If a Participant whose employment is interrupted by qualified military service under IRC Section 414(u) timely resumes employment with the Employer in accordance with USERRA as an Eligible Employee, the Participant may elect to make the Nonelective Contributions upon resumption of employment with the Employer that would have been required (at the same level of Compensation) without the interruption of qualified military service. Except to the extent provided under IRC Section 414(u), this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption). Such Nonelective Contributions may only be made during such period and while the Participant is reemployed by the Employer.

(c) If a Participant whose employment is interrupted by qualified military service under IRC Section 414(u), timely resumes employment with the Employer in accordance with USERRA as an Eligible Employee, the Employer shall make the Employer Contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Contributions must be made no later than 90 days after the date of reemployment or when the Employer Contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provided under IRC Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

(e) Differential wage payments within the meaning of IRC Section 414(u)(12)(D) shall be treated as Compensation under the Plan for purposes of Section 5.3.

Section 9.5. Participant Cannot Transfer or Assign Benefits

Except as provided in Section 7.10, none of the benefits, payments, proceeds, claims, or rights of any Participant hereunder shall be subject to any claim of any creditor of the Participant, nor shall any Participant have any right to transfer, assign, encumber, or otherwise alienate, any of the benefits or proceeds which he or she may expect to receive, contingently or otherwise under this Plan.

Section 9.6. Reversion of Contributions Under Certain Circumstances

In no event shall any assets held under the Plan be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, if any contribution is made by the Employer because of a mistake of fact, these amounts may be returned by the Plan to the Employer within one year of contribution.

Section 9.7. Filing Tax Returns and Reports

The Provider shall prepare, or cause to have prepared, all tax returns, reports, and related documents, except as otherwise specifically provided in this Plan.

Section 9.8. No Discrimination

Neither the Employer nor any Provider shall take any action that would result in benefiting one Participant or group of Participants at the expense of another, or discriminating between Participants similarly situated, or applying different rules to substantially similar sets of facts.

Section 9.9. Number and Gender

When appropriate the singular as used in this Plan shall include the plural and vice versa; and the masculine shall include the feminine.

Section 9.10. Records and Information

Each Provider shall keep a complete record of all its proceedings and all data necessary for the determination of Account balances.

Section 9.11. Information to Participants

Each Provider shall maintain separate Accounts for the Participants. It shall give each Participant, at least once every year, information as to the balance of his or her Employer Account and Participant Account, if applicable.

Section 9.12. Powers

The Employer shall have the power to determine all questions that may arise hereunder as to the eligibility of employees to participate in the Plan and as to the vesting of Participants. The Employer shall have the power to interpret and construe the Plan. Any such actions shall be final and conclusive upon all persons.

Section 9.13. Reliance

(a) If the Employer adopts a pre-approved plan, the Employer may rely on the pre-approved plan's opinion letter as described in section 7 of Revenue Procedure 2017-41 as to the qualification in form of the Plan under IRC provisions if the Employer's Plan is identical to an approved specimen plan with a currently valid opinion letter, the Employer has not amended the Plan other than to choose options provided under the approved plan or to make amendments as described in section 8.03 of Revenue Procedure 2017-41, and the Employer has followed the terms of the Plan.

(b) For inquiries by the Employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the opinion letter, the Employer may contact the Pre-Approved Plan Provider at: The Ohio State University, 1590 North High Street, Suite 500, Columbus, Ohio 43201 (614-292-0611).

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed as of the date written below.

EMPLOYER

By: Michael Papadakis

Print: Michael Papadakis, Sr. Vice President For Business & Finance, and CFO The Ohio State University

Its: _____

Date: 3.2.2022

APPENDIX A

RELEVANT PROVISIONS OF THE OHIO REVISED CODE

All citations to sections of the ORC are to such sections as they may from time to time be amended or renumbered.

Ohio Revised Code

Chapter 145: PUBLIC EMPLOYEES RETIREMENT SYSTEM (p. 1)
Chapter 3305: ALTERNATIVE RETIREMENT PLANS (p. 178)
Chapter 3307: STATE TEACHERS RETIREMENT SYSTEM (p. 195)
Chapter 3309: PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM (p. 335)
Chapter 3345: STATE UNIVERSITIES – GENERAL POWERS (p. 462)
Chapter 3349: MUNICIPAL EDUCATIONAL INSTITUTIONS (p. 541)
Chapter 3354: COMMUNITY COLLEGES (p. 558)
Chapter 3355: UNIVERSITY BRANCH DISTRICTS (p. 582)
Chapter 3357: TECHNICAL COLLEGES (p. 593)
Chapter 3358: STATE COMMUNITY COLLEGES (p. 609)

Section 124.13 Vacation leave. (p. 616)
Section 124.383 Options with respect to sick leave credit remaining at end of year. (p. 617)
Section 124.386 Personal leave. (p. 617)
Section 124.39 Unused sick leave. (p. 619)

Section 507.09 Compensation of fiscal officer. (p. 621)

Section 2907.02 Rape. [*Effective until 3/22/2020*] (p. 622)
Section 2907.02 Rape. [*Effective 3/22/2020*] (p. 624)
Section 2907.03 Sexual battery. (p. 625)
Section 2907.04 Unlawful sexual conduct with minor. (p. 627)
Section 2907.05 Gross sexual imposition. [*Effective until 3/22/2020*] (p. 627)
Section 2907.05 Gross sexual imposition. [*Effective 3/22/2020*] (p. 629)
Section 2907.15 Withholding moneys needed for restitution to crime victims from state retirement funds. (p. 631)

Section 2921.41 Theft in office. (p. 633)

Section 3111.23 Acknowledgment filed with office of child support. (p. 636)

Section 5923.05 Paid military leave for permanent public employees. (p. 637)

APPENDIX B

APPROVED PROVIDERS

The current selection of Providers is not intended to limit future additions or deletions of Providers. The Employer from time to time may add or delete Providers which shall be effective on the date adopted by the Employer, and shall be reflected in a revised Appendix B, without the need of a Plan amendment.

I. Current Providers

The following providers are approved Providers under the Plan as of the date of this Appendix B:

- A. AIG
- B. Fidelity Investments
- C. TIAA
- D. VOYA

II. Former Provider(s)

The following providers are Former Providers under the Plan as of the date of this Appendix B:

- A. Great American
- B. Nationwide

EMPLOYER

By: 

Print: Michael Papadakis, Sr. Vice President For Business & Finance, and CFO The Ohio State University

Its: _____

Date: 3.2.2022