

RUTGERS UNIVERSITY
ALTERNATE BENEFIT PROGRAM AND TRUST
Effective as of July 1, 2010

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RUTGERS UNIVERSITY
ALTERNATE BENEFIT PROGRAM AND TRUST

THE RUTGERS UNIVERSITY ALTERNATE BENEFIT PROGRAM AND TRUST (the "Plan") is hereby established by RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (the "University") for the benefit of its eligible employees, effective as of July 1, 2010.

ARTICLE I

PRELIMINARY INFORMATION

The Plan is a defined contribution plan that is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as a "profit sharing plan" within the meaning of Section 401(a)(27) of the Code and to constitute a "governmental plan" as defined in Section 414(d) of the Code. All Plan assets, as required by law, will be held in trust.

In general, full-time officers, faculty members and administrative employees of the University participate in the Alternate Benefit Program (the "ABP"), a defined contribution plan maintained by the State of New Jersey and administered by the Division of Pensions and Benefits, Department of the Treasury. Pursuant to the enactment of P.L. 2010, c. 31, effective as of July 1, 2010, the State contribution to the ABP was reduced to only cover base salary up to \$141,000. The Plan is designed to enable the University to replace the portion of the contribution previously made by the State.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Construction and Governing Law.

(a) The Plan shall be construed and administered in accordance with the Code and, when not inconsistent with the Code, the laws of the State of New Jersey.

(b) Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

(c) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

Section 2.02 Definitions. The words described below shall have the following meanings:

(a) "ABP" means the Alternate Benefit Program described in N.J.S.A. 18A:66-168 through N.J.S.A. 18A:66-192.

(b) "Account" means a Participant's Account as described in Section 6.01.

(c) "Administrator" means the University.

(d) "Base Salary" means a Participant's regular base or contractual salary for a Plan Year as described in N.J.S.A. 18A:66-169.

(e) "Beneficiary" means the person or persons determined eligible to receive any benefits payable under the Plan in the event of a Participant's death pursuant to Section 9.03.

(f) "Board" means the University's Board of Governors.

(g) "Carrier" means an insurance or mutual fund company licensed and authorized to conduct business in New Jersey.

(h) "Code" means the Internal Revenue Code of 1986, as amended.

(i) "Contribution" or "Contributions" means a contribution made to the Plan by the University pursuant to Section 4.01.

(j) "Effective Date" means July 1, 2010.

(k) "Participant" means a faculty or administrative staff employee or officer of the University who becomes a participant pursuant to Section 3.01.

(l) "Plan" means the Rutgers University Alternate Benefit Program and Trust.

(m) "Plan Year" means a calendar year.

(n) "Severance from Employment" means a Participant's cessation of employment with the University for any reason as determined in accordance with the University's established personnel policies.

(o) "Trust" means the trust established and maintained pursuant to and as part of this Plan as provided in Article VII.

(p) "Trustee" means the person(s) or entity designated and appointed by the University as trustee of the Trust.

(q) "Trust Fund" means the Plan assets held by the Trustee.

(r) "University" means Rutgers, The State University of New Jersey.

(s) "Vested" means that a Participant has a nonforfeitable right to the amount credited to his or her Account.

ARTICLE III

ELIGIBILITY

Section 3.01 Participation. With respect to a person who is an employee of the University on the Effective Date and who is a faculty member, an administrative staff employee or an officer, such person shall become a Participant in the Plan on the Effective Date or, if later, the date that he or she becomes a participant in the ABP. With respect to a person who becomes

an employee of the University after the Effective Date and who is a faculty member, an administrative staff employee or an officer, such person shall become a Participant in the Plan on the date that he or she becomes a participant in the ABP.

Section 3.02 Cessation of Participation. A Participant shall cease to be a Participant on the date of the distribution of the entire amount credited to his or her Account following a Severance from Employment.

ARTICLE IV

CONTRIBUTIONS AND VESTING

Section 4.01 University Contributions.

(a) For each Plan Year, the University shall make a Contribution to the Plan for each Participant in an amount equal to 8% of the Participant's Base Salary in excess of \$141,000, as adjusted to reflect any increase in the maximum amount of base salary for which the State of New Jersey makes contributions to the ABP under N.J.S.A. 18A:66-174. Base Salary in excess of the compensation limit under Code Section 401(a)(17), as adjusted for increases pursuant to Code Section 401(a)(17)(B), shall not be taken into account. The Contribution shall be made no later than the 15th day of the tenth calendar month following the end of the University's fiscal year (July 1 through June 30) in which the Plan Year ends as described in Reg. §1.415(c)-1(b)(6)(i)(B)). In the event that the State of New Jersey amends the ABP to reduce the 8% rate at which the State makes contributions, the University shall reduce its contribution rate to the same rate as the State. Further, in the event that the State of New Jersey reduces the \$141,000 maximum amount of base salary taken into account for State contributions, the University shall not be required by the terms of the Plan to adjust the amount of base salary taken into account to make University Contributions as described above.

(b) For the 2010 Plan Year, in the event that the State's contribution to the ABP for a Participant is made with respect to Base Salary in excess of \$141,000, the University's contribution shall be made on the amount of Base Salary in excess of the amount used by the State not to exceed the Code Section 401(a)(17) compensation limit.

(c) For the 2010 Plan Year, a Participant must be an employee of the University on the date that the Plan is approved and adopted by the Board to receive a contribution described in (a) above.

(d) Notwithstanding any provision of this Section 4.01 to the contrary, if a Participant worked for another employer during a Plan Year and participated in the ABP prior to becoming a University employee, the University contribution under (a) above shall only be based on Base Salary paid by the University.

Section 4.02 Vesting. The amount credited to a Participant's Account shall become Vested when the Participant commences his or her second year of employment with the University as described in N.J.S.A. 18A:66-189, unless the Participant becomes Vested under the ABP on an earlier date. In the event that a Participant incurs a Severance from Employment prior to becoming Vested, the amount, if any, credited to the Participant's Account shall be forfeited and used to reduce future University Contributions.

Section 4.03 Participant Contributions. Participants may not make Contributions to the Plan.

ARTICLE V

LIMITATIONS ON CONTRIBUTIONS

Section 5.01 Code Section 415(c) Limitations.

(a) The "Annual Addition", as described in Code Section 415(c)(2), for any Participant for any Plan Year shall not exceed the lesser of:

(1) The amount specified in Code Section 415(c)(1)(A), as adjusted, or

(2) One hundred percent (100%) of the "compensation" the Participant received from the University during the Plan Year.

(b) Notwithstanding anything in this Article to the contrary, if, as a result of the allocation of forfeitures, a reasonable error in estimating the Participant's annual compensation, a reasonable error in determining the amount of Contributions, or under other facts and circumstances which the Commissioner of the Internal Revenue Service finds justifiable, the Annual Addition for the Participant exceeds the limit under Code Section 415(c)(1)(A), the excess shall be retained in a suspense account for such Plan Year and used in subsequent Plan Years to reduce the amount of University Contributions as described in .08 of Appendix A of Rev. Proc. 2006-27.

(c) For purposes of this Article, "compensation" means compensation as defined in Code Section 415(c)(3) and Reg. §1.415(c)-2 and shall include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by a Participant which is not includible in the Participant's gross income by reason of Code Sections 125, 403(b), 132(f)(4) or 457(b).

(d) Compensation for a Plan Year shall not include any compensation in excess of the Code Section 401(a)(17) limit, as adjusted.

ARTICLE VI

ACCOUNTING

Section 6.01 Participant's Account. The Trustee shall establish an Account for each Participant that reflects the record of the Participant's interest under the Plan attributable to University Contributions and the earnings and losses realized on those Contributions. The

balance of the Participant's Account on any specific date shall be the balance of such Account on any determination date which coincides with or precedes such specific date.

Section 6.02 Statement of Account. The Trustee shall provide each Participant with a statement of the value of the Participant's Account as of the end of the Plan Year and as of such other dates as the University may request in writing to the Trustee.

Section 6.03 Participant Directed Investments. The University shall select one or more Carriers from among the carriers providing investment products to the ABP and provide information to each Participant concerning the identity and the type of investment products offered by each such Carrier. Each Participant shall be solely responsible for selecting the Carrier(s) and the investment products to which the University Contributions will be allocated, and the University shall not be responsible for the Participant's decisions or their consequences. In the event that a Participant fails to select a Carrier or investment products, the University Contribution shall be invested by the Trustee as described in Section 7.03.

Section 6.04 Value of Account. The value of a Participant's Account as of any determination date is the value of the balance of the Account as determined by the Trustee. All transactions and Account records shall be based on fair market value.

Section 6.05 Interim Investments. If the University makes Contributions to the Plan prior to the selection of a Carrier or the availability of investment products as described in Section 6.03, the University shall direct the Trustee to invest the Contributions in one or more investments designed to preserve principal and minimize investment risk.

ARTICLE VII

TRUST

Section 7.01 Trust. All benefits payable under the Plan with respect to a Participant shall be distributed in accordance with the provisions of the Plan, as required by law, and the

University shall have no liability therefore other than the obligation to make Contributions as provided in Article IV.

Section 7.02 Trust Fund. No part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries prior to the satisfaction of all liabilities with respect to them under the Plan and the payment of all Plan administrative expenses. No person shall have any interest in or right to the Trust Fund or any part thereof, except as specifically provided for in this Plan. The Trustee shall be under no duty to enforce payment of any Contribution from the University and shall not be responsible for the adequacy of the Trust Fund to meet and discharge any liabilities under the Plan.

Section 7.03 Powers of the Trustee. Subject to the provisions of Section 6.03 and Section 6.05, with respect to Plan assets held in trust prior to the selection of a Carrier or the availability of investment products, for which Participant investment selections have not been made, or which represent forfeited amounts, the Trustee shall have the power in its discretion:

(a) To invest and reinvest the Trust Fund and to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to, stocks, common or preferred, open-end or closed-end mutual funds, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustee shall at all times in making investments of the Trust Fund consider, among other factors, the short and long-term financial needs of the Plan on the basis of information furnished by the University. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by applicable law for trust investments; however, the Trustee

shall give due regard to any limitations imposed by the Code so that at all times the Plan will qualify under Section 401(a) of the Code as a profit sharing plan;

(b) To exercise, or to refrain from exercising, all voting rights with respect to any stocks, bonds or other securities and to grant general or special proxies or powers of attorney with or without power of substitution whether discretionary or otherwise, and to enter into any voting trust or similar agreement;

(c) To register and hold any investment in the name of the Trustee, in the name of one or more of its nominees or in the name of one or more nominees of any system for the central handling of securities, with or without indication of the capacity in which the investment is held, and to hold any investment in bearer form, but the books and records of the Plan shall at all times show that such investments are part of the Trust Fund;

(d) To collect and receive any and all money and other property due to the Trust Fund and to give full discharge therefor;

(e) To employ suitable agents, counsel, and investment managers and to pay their reasonable expenses and compensation from the Trust Fund;

(f) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal proceedings to protect any interest of the Trust, and to represent the Trust in all suits or legal proceedings in any court or before any other body or tribunal;

(g) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; and

(h) Generally, to do all acts, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the protection of the Trust Fund.

Section 7.04 Expenses. The expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, and all other proper charges and disbursements of the Trustee, shall be paid out of Plan assets, except as otherwise agreed to in writing by the University. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust Fund or the income thereof shall be paid from the Trust Fund, and all expenses arising from the investment of Plan assets with respect to a Participant's Account shall be paid from the Participant's Account.

Section 7.05 Counsel. The Trustee may consult with counsel, who may be counsel for the University, and shall be fully protected in acting upon the advice of counsel.

Section 7.06 Plan Records. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions of the Trust Fund, and all accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the University. Within sixty (60) days following the close of each Plan Year, and within sixty (60) days after the removal or resignation of a Trustee as provided in Section 7.07, the Trustee shall file with the University a written account setting forth all investments, receipts, disbursements and other transactions effected during such Plan Year or during the period from the close of the last Plan Year to the date of such removal or resignation, which account so filed shall be open to inspection during regular business hours by representatives of the University for a period of sixty (60) days immediately following the date on which the account is filed with the University. Upon the expiration of such sixty (60) day period, the Trustee shall be forever released and discharged from all liability and accountability

to anyone with respect to the propriety of acts and transactions shown in such account, except with respect to any such acts or transactions as to which the University shall have filed written objections with the Trustee within such sixty (60) day period.

The Trustee shall determine the fair market value of the Trust Fund as of the close of business on the last day of the Plan Year, or as otherwise agreed to with the University, by a method uniformly applied.

Section 7.07 Successor Trustee. The Trustee may resign at any time upon sixty (60) days notice in writing to the University. The Trustee may be removed by the University at any time upon sixty (60) days notice in writing to the Trustee. Upon such resignation, termination or removal of the Trustee or a successor trustee or trustees, the University shall appoint a successor trustee or trustees who shall have the same powers and duties as those conferred upon the Trustee hereunder, and upon acceptance of such appointment by the successor trustee or trustees, the departing Plan Trustee shall assign, transfer and pay over to such successor trustee or trustees the funds and properties then constituting the Trust Fund.

Section 7.08 Limitations of Responsibility. The Trustee's responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustee shall have no duties other than those expressly set forth in this Plan and those imposed on the Trustee by applicable laws.

(b) The Trustee shall be responsible only for money and property actually received by the Trustee.

(c) The Trustee shall have no duty to make recommendations concerning actions to be taken hereunder or to question the propriety of any action it is directed to take hereunder with

respect to matters falling within the jurisdiction of the University, to the extent that the action is consistent with the Plan.

(d) The Trustee shall not be required to give any bond or other obligation to secure the due performance of the Trust by the Trustee, unless required by law.

(e) The Trustee shall have no liability for the acts or omissions of any predecessors or successors in office.

(f) The Trustee shall have no liability for (i) accurately and timely following directions, including investment directions of a Participant, that are given to the Trustee in accordance with this Plan, or (ii) any loss of any kind that may result by reason of the manner of investment as directed by a Participant which is accurately and timely followed

ARTICLE VIII

DOMESTIC RELATIONS ORDERS

Section 8.01 **Qualified Domestic Relations Orders.** The benefits of a Participant shall be paid to an "Alternate Payee" pursuant to the applicable requirements of any "Qualified Domestic Relations Order" as described in Code Section 414(p). The Administrator shall determine whether an order qualifies as a Qualified Domestic Relations Order and notify the Participant and the Alternate Payee of its determination. No distribution shall be made to an Alternate Payee until the Participant has incurred a Severance from Employment.

ARTICLE IX

BENEFITS

Section 9.01 **Retirement and Termination Benefits.**

(a) If a Participant incurs a Severance from Employment for any reason other than death, the Participant shall be entitled to a benefit equal to the Vested balance credited to his or her Account payable in cash and/or in the form of an annuity.

(b) The annuity distribution is based on the amount paid for the annuity, the Participant's life expectancy and the distribution option selected by the Participant. Annuity distributions shall be for a fixed term or for life as described under the annuity offered by the Carrier.

(c) Notwithstanding any provision of the Plan to the contrary, the distribution of a Participant's Account shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Treasury Regulations thereunder (including Treasury Regulation Section 1.401(a)(9)-2), the provisions of which are incorporated herein by reference):

(1) The Participant's benefits shall be distributed to him not later than April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age seventy (70) or (ii) the calendar year in which the Participant has a Severance from Employment.

(2) Distributions to a Participant and his or her Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Treasury Regulations issued thereunder.

Section 9.02 Death Benefits.

(a) If a Participant dies after distribution of the entire amount credited to the Participant's Account, no additional benefit is payable under the Plan.

(b) If a Participant dies before the entire amount credited to the Participant's Account is distributed, the Account balance shall be distributed to the Participant's Beneficiary in a lump sum payment as soon as administratively feasible after the Participant's death.

Section 9.03 Beneficiaries.

(a) The primary Beneficiary of a Participant is his or her spouse (or same-sex civil union partner), unless the Participant designates a different primary Beneficiary under subsection (b). The designation of the Participant's spouse (or same-sex civil union partner) as Beneficiary shall remain valid upon the divorce of the Participant and such spouse (or same-sex civil union partner), unless the Participant names a new Beneficiary or as otherwise provided in a qualified domestic relations order.

(b) The Participant may designate on the form provided by the University one or more primary and contingent Beneficiaries to receive any death benefits payable under the Plan on the Participant's death. Each such designation may be revoked, amended, or changed by the Participant upon notice in writing to the University.

(c) In the absence of a designation by the Participant pursuant to subsection (b), or if all designated Beneficiaries predecease the Participant, the benefits, if any, shall be paid to the spouse (or same-sex civil union partner) of the Participant if living at the time of the death of the Participant, or if no such spouse (or same-sex civil union partner) is then living, to the estate of the Participant.

Section 9.04 No Loans or Hardship Distributions. No Participant loans or distributions for financial hardship shall be allowed or available under the Plan.

Section 9.05 Charge or Discount. Notwithstanding anything contained herein to the contrary, any surrender charge assessed against a Participant's Account by any investment vehicle shall reduce the amount of the benefit payable to the Participant.

Section 9.06 Persons Under Legal Disability. If any benefit under the Plan is payable to a minor or other person under legal disability, the University shall direct that such benefit shall

be paid to the legal guardian of such person or to such other person or organization as a court of competent jurisdiction may direct. The University, the Trustee, and the Plan shall not be responsible for the application of such payments.

Section 9.07 Payments at Direction of the University. Any benefit payable under the Plan shall be paid only at the written direction of the University following completion of the appropriate form or forms, as determined by the University.

ARTICLE X

ROLLOVER FROM THIS PLAN

Section 10.01 Definitions for this Article. For purposes of this Article, the following definitions shall apply.

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

(b) "Distributee" means the Participant when eligible to receive a distribution from the Plan, or the Participant's surviving spouse who is eligible to receive a distribution from the Plan, or the Participant's non-spouse Beneficiary who is eligible to receive a distribution from the Plan.

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

- (1) an individual retirement account described in Code Section 408(a);
- (2) an individual retirement annuity described in Code Section 408(b);
- (3) an annuity plan described in Code Section 403(a);
- (4) a contract described in Code Section 403(b);
- (5) a qualified plan described in Code Section 401(a);
- (6) an eligible deferred compensation plan described in Code Section 457(b)

which is maintained by an eligible employer described in Code Section 457(e)(1)(A); and

(7) effective January 1, 2008, a Roth individual retirement account described in Code Section 408A(e), provided the Distributee's adjusted gross income does not exceed any limit applicable under federal law for the tax year to which the distribution occurs,

that accepts the Distributee's Eligible Rollover Distribution; provided, however, that for purposes of the Participant's non-spouse Beneficiary, Eligible Retirement Plan has the meaning in item (1) or (2), to the extent consistent with the provisions of Code Section 402(c)(11) and any successor provisions thereto or additional guidance issued thereunder.

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

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

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

(3) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation described in Code Section 402(e)(4));

(4) any distribution which is made upon hardship of the employee; and

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

Section 10.02 Direct Transfer of Eligible Rollover Distribution. A Distributee may elect to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a Direct Rollover as described in Code Section 401(a)(31), at the time and in the manner prescribed by the University.

Section 10.03 Mandatory Withholding of Eligible Rollover Distributions.

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

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

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

Section 10.04 Explanation of Plan Distribution and Withholding Requirements.

Each Distributee shall be provided, within a reasonable period of time before making an Eligible Rollover Distribution, a written explanation which explains the rules:

- (a) under which a Distributee may elect to have an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan;
- (b) that require the withholding of tax on an Eligible Rollover Distribution if it is not paid in a Direct Rollover to an Eligible Retirement Plan;
- (c) that provide that a distribution shall not be subject to tax if the distribution is rolled over to an Eligible Retirement Plan within sixty (60) days after the date the Distributee receives the distribution; and
- (d) regarding taxation of the distribution as described in Code Sections 402(d) and
- (e).

ARTICLE XI

ADMINISTRATION OF THE PLAN

Section 11.01 Administrator. The University is the Plan's Administrator and shall act through the Board, except as provided in Section 11.03. The Administrator shall have authority to control and manage the operation and administration of the Plan and shall be the named fiduciary of the Plan. The Administrator shall have all powers necessary or convenient to enable it to exercise such authority. In connection therewith, the Administrator may provide rules and regulations, not inconsistent with the provisions hereof, for the operation and management of the Plan and may from time to time amend or rescind such rules or regulations. The Administrator is authorized to accept service of legal process for the Plan.

Section 11.02 Powers of the Administrator. Except as may be otherwise specifically provided in the Plan, the Administrator shall have sole discretionary authority to construe and

interpret the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan in such manner and to such extent as it may deem expedient and, subject to provisions of the Plan regarding benefit claims, the Administrator shall be the sole and final judge of such expediency.

Section 11.03 Delegation by Administrator. The Administrator may delegate its duties or responsibilities under the Plan to an "Executive Committee". The Executive Committee shall be chaired by the University's Chief Financial Officer who shall have the authority to designate up to six additional members of the Executive Committee. The Executive Committee shall have the same power and authority with respect to the duties or responsibilities delegated to it as the Administrator.

Section 11.04 Advice to Administrator. The Administrator may employ or contract with one or more persons to render advice with regard to its duties, responsibilities and authority under the Plan.

Section 11.05 Fiduciary Insurance. The Administrator may purchase fiduciary liability insurance for any employees of the Administrator to cover liability or losses occurring by reason of the act or omission of an employee with respect to the Plan. To the extent allowed by law and applicable regulations of the Department of Labor, the cost of such insurance may be paid by the Plan.

Section 11.06 Benefit Payments. The Administrator, or its designee, if in doubt regarding the correctness of its action with respect to a benefit payment, may direct suspension of payment until satisfied as to the correctness of the payment or the person to receive the payment. Alternatively, the Administrator, or its designee, may file, in any state court of competent jurisdiction, a suit, in the form it deems appropriate, for legal determination of the

benefits to be paid and the persons to receive them. The Administrator, or its designee, may also bring a suit, or take other action as it deems appropriate, to resolve questions involving investment directions. The Administrator shall comply with the final order of the court in any such suit, and any affected Participant or Beneficiary, and the Administrator shall be bound by such an order, insofar as it affects the benefits payable under this Plan, or the method or manner of payment.

Section 11.07 Unclaimed Benefit Payments. If any benefit payment which has been mailed by regular United States first-class mail to the last address of the payee furnished to the Trustee by the Administrator, or its designee, is returned unclaimed, the Trustee shall notify the Administrator and shall discontinue further payments to such payee until the Trustee receives further instructions from the Administrator, subject to any applicable Unclaimed Property Act provisions.

Section 11.08 Payment of Expenses. All expenses and costs associated with the administration and investments of the Plan shall be paid from the Trust Fund, unless otherwise agreed in writing by the University.

ARTICLE XII

CLAIMS PROCEDURE

Section 12.01 Claims. Any claim for a Plan benefit shall be made in writing to the Administrator. Within ninety (90) days of receiving a claim, the Administrator shall provide its decision in writing to the claimant. If such claim is denied, in whole or in part, the decision shall set forth (i) the specific reasons for such denial, (ii) the specific reference to any pertinent provisions of the Plan on which denial is based, (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and (iv) an explanation of the review procedure for the

Plan. Such notice shall be written in a manner calculated to be reasonably understood by the claimant. Within sixty (60) days after receipt by the 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 sixty-(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 his 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 promptly, and in any event not later than sixty (60) days after its receipt of the appeal.

Section 12.02 Reliance. If the Administrator or any other fiduciary with respect to the Plan acts in reliance on an election, consent, or revocation made pursuant to this Plan, the election, consent, or revocation shall be treated as valid for purposes of discharging the Plan from liability to the extent of payments made pursuant to such acts.

ARTICLE XIII

TERMINATION OF PLAN

Section 13.01 Termination of Plan. The University may terminate the Plan in whole or in part by action of its Board at any time. The Plan's termination date shall be determined by the Board in its sole and final discretion.

ARTICLE XIV

AMENDMENT PROCEDURE

Section 14.01 Plan Amendments. The University, by action of its Board, may amend the Plan at any time in its sole and final discretion; provided, however, no such amendment shall reduce any Participant's Vested Account balance.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Nondiversion.

(a) Except as provided in (b) below, prior to the satisfaction of all benefit payments to Participants and Beneficiaries and the payment of all Plan administrative expenses, the assets of the Plan shall not inure to the University and shall be held for the exclusive purposes of providing benefits to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan.

(b) In the case of a Contribution which is made by the University under a mistake of fact, such Contribution shall be returned to the University, upon demand, within one year after the payment of the Contribution. Contributions by the University are conditioned on the initial qualification of the Plan. If the Plan does not so qualify initially, such Contributions shall be returned to the University, upon demand, within one year after the date of the denial of qualification of the Plan, including any gains/losses on such Contributions.

Section 15.02 Allocation of Fiduciary Responsibilities. Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. No fiduciary of the Plan shall be liable for any act or omission in appropriately carrying out his responsibilities under the Plan.

Section 15.03 Limitation of Rights and Obligations. Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor the purchase of any insurance contract, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(i) as conferring upon a Participant, Beneficiary or any other person any right or claim against the Board, University or Trustee, except to the extent that such right or claim shall be specifically expressed and provided in the Plan; or

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

Section 15.04 Military Service. Qualified military service shall be taken into account as described under Code Section 414(u). Further, if a Participant dies while performing qualified military service, his or her Beneficiary shall be entitled to receive any additional benefit provided under the Plan to which the Participant would have been entitled had he or she resumed employment with the University and then died.

Section 15.05 Counterparts. This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original. All counterparts shall constitute but one and the same instrument and shall be sufficiently evidenced by any one counterpart.

[signature page follows]

IN WITNESS WHEREOF, the University has caused this Plan and its underlying Trust to be established as of the date and year first above written.

"University"

**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY:**

By: Richard L. McCormick

Title: PRESIDENT

Date: December 20, 2010

"Trustee"

Bruce C. Fehn

Bruce Fehn

Title: SENIOR VICE PRESIDENT
FOR FINANCE & ADMINISTRATION

Date: December 20, 2010