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* The Office of University Counsel is responsible for updating addenda to the Redbook. For the most part, University Counsel is aware of updates that need to be made. However, there are a few cases in which confirmation may need to take place (e.g. current job descriptions). You may contact the Office of University Counsel (x. 6981) to confirm current and up-to-date status of any document contained herein.

Redbook addenda are maintained at the following locations: (1) Ekstrom Library, (2) Kornhauser Library, (3) University Archives; and (4) Faculty Senate Office.

02/26/08
Executive Vice President and University Provost
Position Description

I. Position Summary

The Executive Vice President and University Provost serves as the chief academic officer of the University, and as the second in overall authority. All Deans and support Vice Presidents report to the Executive Vice President/University Provost. The EVP/University Provost is a member of the Office of the President, which is the senior leadership team of the University.

Reports directly to the President.

II. Office of the President Responsibilities

1. Serves as Acting President when the President is absent.

2. Advise the President on University policies, programs and operations.

3. Seek appropriately balanced input from multiple perspectives and constituencies in a collaborative and respectful manner.

4. Participate in team-based decision-making and support the decisions of the leadership team and the President.

5. Provide leadership in assessment and revision of the strategic plan.

6. Provide leadership across the institution in support and implementation of the strategic plan.

7. Establish University-wide measures of institutional effectiveness and monitor progress relative to specific annual and long-term goals.

8. Communicate results of institutional assessment to stakeholders, constituencies and the public.

9. Allocate University resources in a manner consistent with the goals of the strategic plan as approved by the President and the Board of Trustees.

10. Ensure that the University fosters diversity and equity.

11. Promote integration of programs and initiatives of the Belknap Campus and the Health Sciences Center.

12. Support an environment that recognizes excellence and promotes a positive atmosphere of achievement and pride for students, faculty and staff.

Principal Position Responsibilities:

1. Oversees and administers space planning process.

2. Provides leadership to all academic programs and Units and other University operations.

3. Leads assessment of the University strategic plan.

4. Promotes linkage and modification of academic programs to meet the evolving mission of the University, to align academic programs with the strategic plan of the University and to meet the needs of the students and faculty.

5. All academic programs and deans report to the EVP/Provost, as do Vice Presidents for Finance, Business Affairs, Information Technology, Student Affairs, and the Legal office.
6. Provides leadership to departments and offices responsible for the following functions: diversity and equal opportunity, external academic affairs, faculty development, academic assessment, institutional research, international programs, undergraduate affairs, and others as assigned.

7. Provides leadership and guidance to all Deans to enhance effective operation, cost efficiency and high quality academic programs.

8. Works with all constituency groups to ensure that the academic programs of the University:
   a. have achieved or are approaching high national ranking, or
   b. are well placed with respect to the University’s peer or aspirational benchmark group.

9. Works directly with the Faculty Senate to ensure effective communications with the Office of the President.

10. Ensure the operations of the unit fulfills the academic mission of the University.
Executive Vice President for Health Affairs
Position Description

I. Position Summary
Serves as a member of the Office of the President, which is the senior leadership team of the University, and is responsible for Health Sciences Center operations and planning as well as for increasing integration of the Belknap and Health Sciences campuses.

Reports directly to the President.

II. Office of the President Responsibilities

1. Serve as Acting President or Acting Provost in the absence of the President or Provost.

2. Serve on senior leadership team of the University, sharing common goals and accountability with other team members.

3. Advise the President on university policies, programs and operations

4. Participate in team-based decision making and support the decisions of the leadership team and the President

5. Provide leadership in assessment and revision of the strategic plan

6. Establish university-wide measures of institutional effectiveness and monitor progress relative to specific annual and long-term goals

7. Communicate results of institutional assessment to stakeholders, constituencies and the public

8. Allocate university resources in a manner consistent with the goals of the strategic plan as approved by the President and the Board of Trustees

9. Ensure the University fosters diversity and equity.

10. Promote integration of programs and initiatives of the Belknap Campus and the Health Sciences Center

11. Support an environment that recognizes excellence and promotes a positive atmosphere of achievement and pride for students, faculty, and staff.

III. Principal Responsibilities as Executive Vice President, Health Affairs

1. Ensure that University Physicians Group, Inc., which includes the Health Sciences Center, is a regional center of excellence for health sciences education, research, and clinical care.

2. Participate in and facilitate strategic planning for the University Medical Center, Inc. (UMC), Passport (UHC), UofL Health Care, University Physicians Associates (UPA), the James Graham Brown Cancer Center, and related entities;
determine the allocation of resources from UMC, UPA, and UofL Health Care; provide leadership for the strategic planning function for University Hospital and other affiliated entities, e.g., Trover Clinic and Veterans Administration Medical Center.

3. Serve on the Board of Directors for UMC to assure that the operations of University Hospital and the Brown Cancer Center support the clinical and educational mission of UofL Health Care, including the health sciences schools and the HSC.

4. Serve as Chair of the Board of Directors and Chief Executive Officer of University Physicians’ Group, Inc.

5. Approve and implement all University agreements with UMC, affiliated hospitals and clinics, the Metro Health Department, and other health-related organizations, including the QCCT and intergovernmental transfer agreements.

6. Along with the EVP/University Provost, provide leadership and guidance to Health Sciences Deans.

7. Provides leadership in planning and promotion of Belknap-HSC collaboration and integration.

8. Serve on the Board of Directors for the Louisville Medical Center Development Corporation, MetaCyte, and as the University’s liaison to the Association of Academic Health Centers, Greater Louisville, Inc., and Greater Louisville Health Enterprises Network.

9. Approve and implement space and renovation policies on the Health Sciences Center campus.

10. Establish, approve, and implement procedures to ensure effective coordination and management of all matters pertaining to animal care and use for the University of Louisville research program.

11. Implements all university agreements with affiliated hospitals, clinics and other health-related organizations

12. Facilitate the University’s relationship to the Metro Health Department

13. Provide counsel and direction to all Directors of Institutes and Centers at HSC.

14. Coordinate development of biotechnology park and health care facility on Shelby Campus.

15. Along with the EVP/University Provost, provide leadership for professional continuing education for all HSC schools.
Executive Vice President for Research
Position Description

I. Position Summary

The Executive Vice President for Research is responsible for creating the vision and plan for the University’s research enterprise and implementing action plans, policies and initiatives to achieve expectations.

Reports directly to the President as a member of the Office of the President

II. Office of the President Responsibilities

1. Serve as a member of the senior leadership team of the University, sharing common university-wide goals and accountability with other team members.

2. Advise the President on University policy, programs, and operational matters.

3. Seek appropriately balanced input from multiple perspectives and constituencies in a collaborative and respectful manner; consult regularly with representatives of the research enterprise.

4. Participate in team-based decision-making and support the decisions of the leadership team and the President.

5. Provide leadership in assessment and revision of the University’s strategic plan; support and implement the plan as policy.

6. Provide leadership across the institution in support and implementation of the strategic plan.

7. Establish University-wide measures of institutional effectiveness and monitor progress against specific annual and long-term goals.

8. Communicate results of institutional assessment to stakeholders—especially research faculty—constituencies, and the public.

9. Allocate University resources in a manner consistent with the goals of the strategic plan as approved by the President and the Board of Trustees.

10. Ensure the University fosters diversity, equity, and ethical conduct in all aspects of research and scholarship.

11. Promote coordination of programs and initiatives of the Belknap Campus and the Health Sciences Campus; lead effective communication strategies to assure the research enterprise is fully integrated with the University’s strategic plan.

12. Support an environment that recognizes excellence, collegiality, and scholarship and promote a positive atmosphere of achievement and pride for students, faculty, and staff.

III. Principal Position Responsibilities

1. Report directly to the President.

2. Serve as a member of the Office of the President.
3. Provide vision, especially big picture, and leadership through example for research affairs.

4. Ensure integration of research-related planning with the University strategic plan and its implementation; communicate regularly with the research faculty crucial to the successful achievement of the tactical actions.

5. Link the University research agenda, by working with the President’s liaison for economic development, to economic and community partnerships necessary for commercializing research findings.

6. Promote linkage of basic research and applied research in the fundamental sciences, especially in the areas of healthcare and engineering that advance translation research strategies and opportunities.

7. Promote the interaction of UofL research with industry, national laboratories, foundations other funding organizations, private donors, and federal and state agencies.

8. Promote linkage of academic programs and student research opportunities.

9. Direct effectively the operations Vice Presidents to support the research agenda of the University.

10. Provide leadership for continued development of the University’s research programs and allocates research resources consistent with the University’s strategic plan.

11. Promote strong research collaborations within and across units to maximize the productivity, focus and visibility of the university research enterprise.

12. Work laterally and expeditiously to link the university research agenda with community needs that assure UofL is recognized as a preeminent metropolitan research university.

13. Serve as the University’s advocate for programs and policies in interactions of local, state, and federal agencies to promote the University’s research enterprise.

14. Meet the research funding goals of the University. Foster, throughout the University, the development of research proposals that result in extramurally funded grants and contracts. Attract and develop funding opportunities for research faculty to pursue.

15. Establish, approve and implement procedures to insure effective coordination and management of all matters pertaining to human subjects’ protection for the University of Louisville Research program.
Vice President for University Advancement
Position Description

I. Position Summary

The Vice President for University Advancement reports to the President. The position is functionally responsible for alumni relations, internal and external communications, integrated marketing, public relations, philanthropic development, advancement services, and public affairs.

II. Individual Responsibilities

1. Implement strategies that protect, promote and enhance the university’s image and reputation and contribute to the achievement of university goals.

2. Advance support of the university in partnership with key constituents that include alumni, students, faculty, staff, friends and volunteers, corporations and foundations, governmental agencies, and the general public.

3. Work directly with the President on the solicitation of leadership gifts.

4. Provide leadership for university advancement and oversee the offices of alumni relations, communications and marketing, development, advancement services and public affairs.

5. Establish and oversee programs and services that engage alumni in the life of the university.

6. Establish and implement communications, integrated marketing and public relations activities for the university that support its vision, mission and goals. Implement internal and external communications and information strategies for the university as established by the Office of the President.

7. Develop and implement brand/image strategies for the university, including university marks, messages and graphic standards.

8. Establish and implement strategic and operational goals for all philanthropic programs that support academics at the university, including annual giving, major capital gift and endowment funding and planned giving. Working with the Vice President for Athletics, develop strategic and operational goals for major gift funding of athletic projects.

9. Oversee the identification, cultivation and gift solicitation of donors and donor prospects and the acknowledgment and stewardship of all gifts to the university.

10. Coordinate the university’s governmental relations strategies and activities with local, state and federal officials and agencies.

11. Advise the senior leadership team on issues and strategies relating to overall university advancement.

12. Ensure the operation of the unit fulfills the academic mission of the University.
Vice President for Business Affairs
Position Description

I. Position Summary

The Chief Business Officer reports to the Executive Vice President/University Provost, and is responsible for the primary assets of the University comprising human resources and facilities. Functional areas of responsibility include: human resources; business operations; physical plant; facilities planning, design and construction; risk management; and security. This position also oversees the business development of Minerva Enterprises, Shelby Business & Technology Park, Louisville Medical Center Development Corporation, and the Quality and Charity Care Trust.

II. Individual Responsibilities

1. Maintain, and as appropriate, improve the grounds and buildings of the physical plant. Oversee the updates and administration of the university facilities master plan.

2. Administer and continually improve operating procedures to manage and maintain plant assets, undeveloped real estate, the inventory of moveable equipment, and the disposal, salvage, or demolition of equipment, as needed.

3. Administer the University purchasing needs, including interests in real property, contractual services, renewals of all types, supplies and materials, equipment, and services.

4. Promote compliance with the University’s policies on risk and insurance management.

5. Manage the services necessary to support the efficient normal operations of the University (e.g., postal service, food services, bookstore).

6. Coordinate and manage the personnel and policies necessary to ensure the security of the physical plant, inventory, employees, and student population.

7. Administer, under the statutory authority granted to the University, all capital construction contracts and renovation projects, including the hiring of architects/engineers and other consultants.

8. Administer institutional personnel polices and practices for staff, including personnel records, payroll, benefits, staff employment, wage and salary administration.

9. Oversee the business development of Minerva and Shelby Business & Technology Park.

10. Administer the University’s Affirmative Action Plan for nonacademic personnel.

11. Serve as a Liaison with the Staff Senate.

12. Oversee the asset development of the UofL Foundation and all “related subsidiaries.”

13. Administer the asset development of the Quality Charity Care Trust.

14. Consult with and advise the members of the Office of the President on matters relating to Business Affairs.

15. Ensure that the assets and operation of the unit fulfill the academic mission of the University.
Vice President for Finance
Position Description

I. Position Summary

The Vice President for Finance reports to the Executive Vice President/University Provost, and is responsible for all of the financial and budgeting operations of the University. This position has oversight for the University’s audit function, which also reports to the Board of Trustees.

II. Individual Responsibilities

1. Oversee the financial affairs of the University, including the supervision of investments, accounting and budgeting in accord with applicable regulations and generally accepted accounting principles for both public and private funds.

2. Control and account for the revenue and expenses required in the normal operations and its affiliated and related corporations including the University of Louisville Athletic Association, the University of Louisville Foundation, Inc., The University of Louisville Research Foundation, the Quality and Charity Care Trust, and ULH, Inc.

3. Prepare periodic and end of the year financial statements to meet regulatory requirements and management needs, including for decision-making purposes.

4. Consult with and advise the members of the Office of the President on the review and approval of the annual operative and biennial budget submissions to the Commonwealth.

5. Prepare and oversee the annual operating and biennial budget request for the University; oversee the budgeting process to ensure that budget allocations support the University’s strategic plan.

6. Oversee the auditing function by ensuring compliance with University policies and procedures while supporting the direct interaction of this function to the Board of Trustees.

7. Serve as liaison to the Council on Postsecondary Education, the Governor’s Office of Policy and Management and the Legislative Research Commission on all financial matters affecting the University.

8. Perform treasury operations including cash management, accounts payable and disbursements for the University and its affiliated and related corporations, and issuance of bonds.

9. Implement and maintain all financial systems for the University including general ledger, budget development, treasury operations, grants management (post award), investments tracking, accounts payable and student billing and receivable systems.

10. Prepare specialized financial reports for the federal Department of Education (IPEDS), the Council on Postsecondary Education, investment rating houses, and other external and governmental agencies.

11. Implement financial policies and procedures as required ensuring the smooth and efficient operations of the University and its affiliated and related corporations.

12. Serve as liaison to the Council on Postsecondary Education

13. Ensure that the operation of the finance unit fulfills the academic mission of the University.
VICE PRESIDENT FOR STUDENT AFFAIRS
JOB DESCRIPTION

Position Summary

The Vice President for Student Affairs reports to the Executive Vice President/University Provost and is responsible for campus life and student activities that foster and promote an academically challenging and a personally supportive environment in which students may live and study.

Individual Responsibilities

1. Establish, approve and implement operating procedures that meet the needs of all students, including students with special needs, e.g., disabled students.

2. Establish, approve and implement operating procedures that complement the academic development of students at this institution, e.g., counseling, career guidance, placement operations, student activities, leadership programming, and service learning.

3. Establish and implement operating procedures which enrich the co-curricular programs of students at this institution, including: housing and residence management; management of intramural and recreational activities; oversight of the student grievance officer; administration of the student code and student non-academic appeals; management of student activities and student communications; oversight of the student organizations; and the management, scheduling, and operations of the Student Activities Center and Red Barn.

4. Act as the President’s liaison to the Student Senate and Student Government Association and act for the President, as appropriate, in the day-to-day management of operations and communications with the Student Senate and Student Government Association.

5. Act as the President’s liaison at national, statewide, and local meetings on student matters and (1) act for the President and EVP/Provost on all ordinary or routine matters, (2) request and inform the President or EVP/Provost of policy guidance, as appropriate, and (3) refer matters to the EVP/Provost and communicate information when significant university-wide policy issues are at stake or the consequences of a decision appear to be unusually important to the entire institution.

6. Ensure that the operation of the unit fulfills the academic mission of the University.
Vice President for Information Technology
Position Description

I. Position Summary

The Vice President for Information Technology reports to the Executive Vice President/University Provost. This position is responsible for overseeing computing research support, telecommunications, printing, the electronic networks, instructional technology, and enterprise units.

II. Individual Responsibilities

1. Provide academic computing services necessary to support the instructional and research needs of the institution.

2. Provide the infrastructure and centralized computing services necessary for the efficient management of the institution.

3. Coordinate university-wide telecommunication services, the Campus Wide Information System, and other electronic networks.

4. Provide appropriate support services related to instructional and video communications.

5. Provide centralized printing services for the University.

6. Consult with and advise the members of the Office of the President on matters that relate to Information Technology.

7. Act as the University's liaison with local, statewide, national, and international organizations on computing, information management, and telecommunications.

8. Manage enterprise units, as a University-wide fee-for-service provider of IT and support functions.

9. Ensure that the operation of the unit fulfills the academic mission of the University.
Vice President for Community Engagement*
Proposed Position Description

I. Position Summary

The Vice President for Community Engagement* reports directly to the President. This position is responsible for serving as an extension of the President through service on various boards and committees, both within the University and in the external community. This position shall be responsible for coordinating university-wide community engagement* and shall advise the president on matters relating to the university’s strategic objectives in the areas of community and public affairs.

Reports directly to the President.

II. Individual Responsibilities

1. Represent the President on University and external community boards, committees, and task forces.

2. Serve as a liaison between the President and the University and external community.

3. Support and advance university-wide community engagement* and advise the President of pertinent community issues affecting the institution.

4. Communicate effectively the President’s vision, the University’s strategic plan, as well as other relevant information regarding the University goals and operations.

5. Build effective relationships and partnerships with internal and external constituents.

6. Work effectively with the University’s senior leadership team.

7. Ensure the operation of the unit fulfills the academic mission of the University.

* Denotes new language
POSITION DESCRIPTION
VICE PRESIDENT FOR HUMAN RESOURCES

Position Summary:
The Vice President for Human Resources reports to the Executive Vice President/University Provost as a member of the central administration and provides leadership for: human resources operations; fulfillment of the university’s mission and strategic plan; compliance with all applicable laws, regulations, and human resources policies and practices; promotion of the unit as a center of excellence; advancement of processes that promote a quality work-life and shared responsibility; and creation of programs that enhance the university’s culture and make UofL an employer of choice. The Vice President for Human Resources will play a leadership role in shaping a newly expanded unit dedicated to meeting the full range of services and information needs of faculty and staff at the university.

Individual Responsibilities:
• Serve as a member of and work effectively with the central administration
• Manage the human resources operations, including, but not limited to: employment services, affirmative action, compensation and classification, employee benefits, employee assistance, employee relations, payroll, orientation, training and development, wellness programs, database administration, temporary services, and related administrative duties
• Provide leadership in advancing the quality of work-life and valuing of the university by faculty and staff
• Provide leadership in fulfilling the university’s mission and strategic plan, including its diversity vision
• Assure compliance with all applicable federal and state laws and regulations pertaining to human resources management
• Assure compliance with all university policies and practices pertaining to human resources management
• Promote the unit as a center of excellence and recognized leader for state-of-the-art human resources practices in higher education
• Provide leadership to advance policies, programs and processes that promote shared responsibility for constructive human relations in a vibrant, diverse work environment
• Provide leadership in creating and sustaining programs and services that enhance the university’s culture, create a sense of community, and make UofL an employer of choice
• Collaborate with other units of the university to achieve goals of consistent and effective communications regarding employee-relevant topics
RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING ESTABLISHMENT OF POSITION OF
VICE PRESIDENT FOR HUMAN RESOURCES

Personnel Committee - November 13, 2008
Board of Trustees – November 13, 2008

RECOMMENDATION:

The President recommends that the Board of Trustees approve the establishment of the position of Vice President for Human Resources reporting to the Executive Vice President/University Provost, effective January 1, 2009, in accordance with the position description attached hereto as Exhibit A.

Committee Action:
Passed: ✔
Did Not Pass: ___
Other: _______

Board Action:
Passed: ✔
Did Not Pass: ___
Other: _______

[Signatures]
Assistant Secretary
Assistant Secretary
Vice President for Athletics
Position Description

I. Position Summary

The Vice President for Athletics reports directly to the President. This position is the responsible officer for the University of Louisville Athletic Association, and serves as athletic director. The VP for Athletics is authorized to act for the ULAA, in carrying out the functions according to the terms and conditions of the Management Agreement and Agency Agreement between the University and the ULAA. The Vice President shall advise the president on all matters relating to the university’s strategic objectives in the areas of intercollegiate athletics.

II. Individual Responsibilities

1. Integrate the Athletic Department and University into a more cohesive environment and improve communication and maximize public perception.

2. Ensure a total emphasis and focus on improving graduation rates and academic success of the student-athletes.

3. Recommend an annual budget for approval by the ULAA board

4. Manage the operational, financial and personnel activities of Intercollegiate Athletics

5. Make arrangements for all intercollegiate contests including game contracts, facilities contracts and all usual and customary duties ordinarily undertaken by the home team

6. Contract for all services for Intercollegiate Athletics through normal University of Louisville business procedures

7. Recommend to the ULAA Board of Directors new policies and programs for Intercollegiate Athletics

8. Evaluate existing athletic facilities and recommend improvements as needed

9. Advance UofL’s commitment to gender equity under Title IX—particularly through fundraising and planning.

10. Promote student, faculty, staff and public interest in Intercollegiate Athletics

11. Build upon successful marketing relationships to promote the marketing, licensing, and merchandising associated with UofL sports

12. Raise endowments and other private financial support for Intercollegiate Athletics pursuant to the policies of ULAA

13. Maintain current knowledge of NCAA and applicable conference regulations and promote “zero tolerance” for infractions through education and enforcement

14. Assure effective communications with FAR and all Board committees

15. Make recommendations to the Board of Directors of ULAA with respect to appointment and retention of all associate athletic directors and conduct annual performance evaluations thereof
16. Make recommendations to the Personnel Committee of the Board of Directors with respect to employment of all full-time head coaches and to conduct annual performance evaluations of said coaches taking action to adjust salary, renew contract, or terminate employment, provided that any compensation arrangements for coaches which require action of the Board of Directors for safe harbor treatment under IRS intermediate sanctions regulations shall be referred to the full Board for prior approval.

17. Interview, select and evaluate the performance of all assistant athletic directors, part-time head coaches, and support staff.

18. Review and approve or disapprove the selection, retention and evaluation of all assistant coaches by the head coach of the sport.

19. Ensure that the operation of the unit fulfills the academic mission of the University.
RECOMMENDATION TO THE BOARD OF TRUSTEES
UNIVERSITY OF LOUISVILLE
CONCERNING 403(b) PLAN

Board of Trustees – November 12, 2009

RECOMMENDATION:

The President recommends that the Board of Trustees adopt the attached revised 403(b) Retirement Plan Document, which reflects updates to the plan document.

BACKGROUND:

The following revisions to the plan document reflect updates to conform to current “best practices.” The revised document is included as an attachment.

The changes are:

- Removed the 1,000 hour rule to allow any employee the option to make elective deferrals. By eliminating this exclusion, all employees who receive IRS Form W-2 to report compensation are eligible to make elective deferrals, regardless of hours worked or the duration of employment.

- There were a few references to tax code and regulation provisions that needed to be updated. In particular, section 4.02(c), was removed, which defines "compensation" for determining the maximum "annual addition." This is an arcane tax rule that has changed several times since it was first described in detail in the document. It is included as a reference to the definition as the last sentence of section 4.02(a), which is perfectly allowable, and avoids the danger of the language becoming dated.

- Removed the "Roth" provision, as we are not able to provide this option at this time.

- Section 2.17(a) was updated to exclude “post-doctoral fellows and visiting scholars.”

- Section 2.17(b) was updated to exclude “house staff.”

- Add University Holdings, Inc. as covered entity.

BOARD ACTION

PASSED ✓
DID NOT PASS _______
OTHER ___________

[Signature]
ASSISTANT SECRETARY
UNIVERSITY OF LOUISVILLE

403(b) RETIREMENT PLAN

[Amended and Restated Effective January 1, 2009]
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* * * * *
UNIVERSITY OF LOUISVILLE
403(b) RETIREMENT PLAN
[Amended and Restated Effective January 1, 2009]

WHEREAS, the University of Louisville, a public institution of higher education under KRS 164.810 et. seq. and an agency of the Commonwealth of Kentucky with its principal office and place of business in Louisville, Kentucky adopted, effective December 31, 1989, each of the “University of Louisville 403(b) Retirement Plan” and the “University of Louisville Tax Deferred Annuity Plan,” (together, the “Plans”) for the benefit of its eligible employees; and

WHEREAS, the University desires to consolidate the Plans, and to make revisions to the Plans as so consolidated to comply with final tax regulations promulgated by the Department of Treasury effective January 1, 2009, and to make certain other revisions as set forth herein; and

WHEREAS, the Board of Trustees of the University has authorized and approved the Plan as set forth herein;

NOW THEREFORE, the University hereby adopts the University of Louisville 403(b) Retirement Plan, as amended and restated herein, as follows:

ARTICLE 1.
PURPOSE AND APPLICABILITY OF PLAN

1.01 Purpose of Plan. The purpose of the Plan is to provide Benefits to Participants upon retirement, death and Severance from Employment, upon the terms and conditions, and subject to the limitations, set forth herein.

1.02 Applicability of Plan. The provisions of the Plan shall apply only to persons employed by the University and Affiliated Organizations on and after the Effective Date, and on or after the Restatement Effective Date, as applicable.

ARTICLE 2.
DEFINITIONS

The following words and phrases when used herein shall have the meanings set forth below, unless a different meaning is plainly required by the context:

2.01 Account. The word “Account” means the account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

2.02 Account Balance. The term “Account Balance” means the value of the aggregate amount credited to a Participant’s Account under all Accounts, including without limitation, University Contributions under Article 4, Elective Deferrals under Article 5, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any Account established under Article 10 for rollover contributions and plan-to-plan transfers made for a Participant, the Account
established for a Beneficiary after a Participant’s death, and any Account or Accounts
established under a domestic relations order, as defined in Section 13.02.

2.03 **Administrator.** The word “Administrator” means the University of Louisville.
Notwithstanding this appointment, the Administrator may delegate, by separate
agreement, any administrative responsibilities hereunder to one or more persons,
committees, Vendors, or other organizations.

2.04 **Affiliated Organization.** The term “Affiliated Organization” means the University of
Louisville Athletic Association, the University of Louisville Foundation, Inc., the
University Holdings, Inc., and any other entity so designated by the Board of Trustees.

2.05 **Annuity Contract.** The term “Annuity Contract” means a nontransferable contract as
defined in section 403(b)(1) of the Code, established for a Participant by the Employer, or
by a Participant individually, that is issued by an insurance company qualified to issue
annuities in the Commonwealth of Kentucky and that includes payment in the form of an
annuity.

2.06 **Annuity Starting Date.** The term “Annuity Starting Date” means the first day of the
first period for which an amount is received as an annuity whether by reason of
retirement or disability.

2.07 **Beneficiary.** The word “Beneficiary” means the designated person who is entitled to
receive benefits under the Plan after the death of a Participant, subject to such additional
rules as may be set forth in the Individual Agreements.

2.08 **Board of Trustees.** The term “Board of Trustees” means the Board of Trustees of the
University.

2.09 **Code.** The word “Code” means the Internal Revenue Code of 1986, as now in effect or
as hereafter amended. All citations to sections of the Code are to such sections as they
may from time to time be amended or renumbered.

2.10 **Compensation.**

(a) The word “Compensation” means an Employee’s base annual salary paid by the
University for a Plan Year, including amounts deferred by such Employee pursuant to an
election made under sections 125, 132(f)(4) or 402(g) of the Code, subject to the
following adjustments: (i) Compensation includes supplemental pay as defined by
University policy, and (ii) Compensation shall exclude overtime or overload pay, patient
fees, bonuses, shift differentials, honorariums, additional pay (“x-pay”) as defined by
University policy, and other extraordinary remuneration such as employer contributions
to this and any other employee pension benefit plan or employee welfare benefit plan.

(b) Except as provided in subsection (c), Compensation shall not include amounts in excess
of $200,000 (pro-rated for the Plan Year beginning and ending December 31, 1997) or
such larger amount as the Secretary of Treasury may determine in a manner consistent
with increases effected under Section 415(d) of the Code.
(c) For Employees who commence participation in the Plan prior to January 1, 1997, Compensation shall not include amounts in excess of $150,000 (pro-rated for the Plan Year beginning and ending December 31, 1997), or such larger amount as the Secretary of Treasury may determine in a manner consistent with the increase effected under Section 401(a)(17)(B) of the Code.

2.11 Contributions. The word "Contributions" may refer collectively to University Contributions and Elective Deferrals, as the context requires.

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

2.13 Disabled. The word "Disabled" means the definition of disability provided in the applicable Individual Agreement.

2.14 Distribution Calendar Year. The term "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. In the case of distributions required before death where a Participant's Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2 (or retires, if later), the Participant's first Distribution Calendar Year is the year he attains age 70-1/2 (or retires, if later).

2.15 Effective Date, Restatement Effective Date. The term "Effective Date" means the effective date of this Plan, which is December 31, 1989. The term "Restatement Effective Date" means January 1, 2009.

2.16 Elective Deferral. The term "Elective Deferral" means contributions made by the University to the Plan at the election of a Participant in lieu of cash compensation.

2.17 Eligible Employee.

(a) University Contributions. The term "Eligible Employee" means, for purposes of establishing to receive University Contributions under Article 4, regular full-time and benefit-eligible part-time employees of the University or an Affiliated Organization, including, but not limited to, administrators, faculty, professional/administrative staff and classified staff; provided, the term Eligible Employee for this purpose shall not include (i) house staff, (ii) post-doctoral fellows and visiting scholars, (iii) student employees (i.e., students performing services described in section 3121(b)(10) of the Code), or (iv) any person included in a unit of employees covered by a collective bargaining agreement between employee representatives and the University unless such collective bargaining agreement expressly provides that such person is eligible for participation in the Plan. Such term shall also include any person employed by the University and authorized to participate in this Plan as a result of an early retirement/phased retirement program.

(b) Elective Deferrals. The term "Eligible Employee" means, for purposes of establishing eligibility to make Elective Deferrals under Article 5, any person employed by the University or by an Affiliated Organization; provided, the term Eligible Employee for this purpose shall not include (i) student employees (including house staff) performing...
services described in section 3121(b)(10) of the Code, or (ii) nonresident aliens with no
U.S. source income.

2.18 **Eligible Employer.** The term "Eligible Employer" means a two year college, a four year
college or university other than the University, a non-profit research organization,
Kentucky state government, or another non-profit entity which the University determines
performs services substantially similar to those entities listed herein. To be considered an
Eligible Employer such entity must have been the Employee's most recent employer
prior to the Employee becoming employed by the University.

2.19 **Eligibility Period.**

(a) For purposes of determining eligibility for University Contributions under Article 4, the
term "Eligibility Period" means the 12-consecutive month period during which an
Employee performs services for the University or an Eligible Employer during each
month, or, for those Employees employed on an academic year basis, the period
constituting the academic year during which the Employee performs services for the
University or an Eligible Employer during each month. In determining whether an
Employee has performed an Eligibility Period with an Eligible Employer, the definition
of Employee and this definition shall be applied by substituting the Eligible Employer for
the University to determine if the requirements of an Eligible Employer have been met.

(b) The term "Eligibility Period" is inapplicable to Elective Deferrals.

2.20 **Employee.** The word "Employee" means each individual, whether appointed or elected,
who is a common law employee of the University or an Affiliated Organization
performing services as an employee. This definition is not applicable unless the
Employee's Compensation for performing services for the University or an Affiliated
Organization is paid by the University or an Affiliated Organization. Further, a person
occupying an elective or appointive public office is not an employee performing services
for the University or an Affiliated Organization unless (i) such office is one to which an
individual is elected or appointed, and (ii) only if the individual has received training, or
is experienced, in the field of education. A public office includes any elective or
appointive office of a State or local government.

2.21 **Entry Date.** The term "Entry Date" means the first day of the pay period coinciding
with, or if later next following, completion of an Eligibility Period.

2.22 **Funding Vehicles.** The term "Funding Vehicles" means the Annuity Contracts or
Custodial Accounts issued for funding amounts held under the Plan and specifically
approved by the University for use under the Plan.

2.23 **Individual Agreement.** The term "Individual Agreement" means an agreement between
a Vendor and the University or a Participant that constitutes or governs a Custodial
Account or an Annuity Contract.

2.24 **Participant.** The word "Participant" means an individual for whom University
Contributions or Elective Deferrals, or both, are being made, or for whom such
Contributions have previously been made, and who has not received a distribution of his
or her entire Benefit under the Plan.
2.25 **Participant Account.** The term "Participant Account" means the separate Account established and maintained on behalf of a Participant to reflect the Participant's interest in the Participant's Contract or Custodial Account.

2.26 **Participation Form.** The term "Participation Form" means the form prescribed by the University on which an Employee authorizes and designates the amount of Elective Deferrals.

2.27 **Plan.** The word "Plan" means the University of Louisville 403(b) Retirement Plan as set forth herein, and as it may be amended from time to time.

2.28 **Plan Year.** The term "Plan Year" means the calendar year.

2.29 **Qualified Military Service.** The term "Qualified Military Service" means any service in the uniformed services (as defined in Chapter 43 of Title 38, United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

2.30 **Related Employer.** The term "Related Employer" means the University and any other entity which is under common control with the University under section 414(b) or (c) of the Code. For this purpose, the University shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

2.31 **Required Beginning Date.** The term "Required Beginning Date" means the April 1 of the calendar year following the calendar year in which a Participant attains age 70-1/2, or in which the Participant's actual retirement occurs if later.

2.32 **Severance from Employment.** The term "Severance from Employment" means Severance from Employment with the University and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

2.33 **University.** The word "University" means the University of Louisville.

2.34 **University Contributions.** The term "University Contributions" means the contributions made by the University for each Participant pursuant to Article 4.

2.35 **Vendor.** The work "Vendor" means the provider of an Annuity Contract or Custodial Account, or any organization expressly authorized by such provider to act on its behalf under this Plan.

2.36 **Valuation Date.** The term "Valuation Date" means each business day of the Plan Year.
ARTICLE 3.
ELIGIBILITY FOR UNIVERSITY CONTRIBUTIONS

3.01 Date Employees Become Participants. Each Eligible Employee (as defined in Section 2.17(a)) shall automatically become a Participant for purposes of receiving University Contributions on the Entry Date coinciding with or, if later, next following completion of an Eligibility Period.

3.02 Eligibility of Rehired Employees. An Employee eligible to receive University Contributions who voluntarily resigns from employment in good standing and is subsequently reemployed shall be eligible to become a Participant as of the date of reemployment, provided such Employee satisfies the definition of Eligible Employee as set forth in Section 2.17(a) at the time of reemployment. Solely for the purposes of this Section 3.02, the term Severance from Employment shall include retirement. For the purposes of this Section 3.02, persons participating in an approved early retirement/phased retirement program will be eligible to become a Participant for purposes of this Article 3 upon reemployment.

3.03 Notice of Participation. Each Eligible Employee shall, upon commencement of participation under this Article 3, be furnished with a summary of the Plan's provisions, a form for designating a Beneficiary, and forms for electing the investment of the Participant's Accounts under the Plan.

3.04 Provisions of Plan Binding on Participants. Upon becoming a Participant, a Participant shall be bound then and thereafter by the terms and conditions of the Plan, including all amendments thereto.

3.05 Change in Employment Status.

(a) In the event a Participant becomes ineligible to receive University Contributions because the Participant no longer meets the definition of an Eligible Employee under Section 2.17(a), but remains employed, such person shall again become eligible to receive University Contributions upon again meeting the definition of an Eligible Employee under Section 2.17(a). During the period such person does not meet the definition of an Eligible Employee under Section 2.17(a), but is still employed by the University, no further University Contributions shall be made on behalf of such Participant; provided that such person may continue to make Elective Deferrals if he or she satisfies the eligibility requirements of Section 2.17(b).

(b) In the event a person employed by the University does not meet the definition of an Eligible Employee for purposes of University Contributions, but later meets such definition, such person shall become eligible to participate on the Entry Date coinciding with, or if later, next following upon completion of an Eligibility Period.

(c) If a participating Eligible Employee takes an approved "leave of absence" (as determined under the personnel policies of the University) and continues to receive Compensation from the University during such period, such Participant shall continue to be a Participant and receive University Contributions.
ARTICLE 4.
UNIVERSITY CONTRIBUTIONS

4.01 Amount of University Contributions.

(a) Basic Contributions. The University shall make a Contribution to each Participant’s Account for each Plan Year in which the Participant qualifies as an Eligible Employee under Section 2.17(a) in an amount equal to 7.5% of such Participant’s Compensation for such Plan Year (or, for a period of participation less than a Plan Year, 7.5% of the Participant’s Compensation for the portion of the Plan Year during which the Participant was eligible to participate), such percentage to be determined before salary reductions for amounts deferred by such Employee pursuant to an election made under sections 125, 132(f)(4) or 402(g) of the Code.

(b) Matching Contributions. If a Participant makes an Elective Deferral equal to 2.5% of Compensation for the same period with respect to which a Basic Contribution under subsection (a) above is made for such Participant, the University shall make a matching contribution in an amount equal to 100% of such Elective Deferral. Matching Contributions are not available to Employees who are eligible to make “Elective Deferrals” only (as defined in Section 2.17(b)).

(c) Other Contributions. The University may make such other Contributions as it may deem appropriate pursuant to any binding agreement to the extent that such Contribution does not contravene the provisions of section 403(b) of the Code, regulations promulgated thereunder or such rulings or notices that the Secretary of Treasury may make.

4.02 Limitations on Annual Additions.

(a) Notwithstanding any provision of the Plan to the contrary, the “annual addition” to any Participant’s Accounts shall not exceed the lesser of (i) $40,000 (or such larger amount as the Secretary of Treasury may determine in a manner consistent with the increases effected under Section 415(d) of the Code) or (ii) 100% of the Participant’s Compensation. The term “annual addition” means the sum of the Participant’s University Contributions and Elective Deferrals for the Plan Year, and any amounts allocated on behalf of the Participant to an “individual medical account” (as defined in Section 415(l)(2) of the Code) which is part of a pension or annuity plan maintained by the University and treated as annual additions to a defined contribution plan, and amounts derived from contributions paid or accrued attributable to post-retirement medical benefits allocated to the separate account of the Participant if he is a “key employee” (as defined in Section 419A(d)(3) of the Code) under a welfare benefit fund (as defined in Section 419(e) of the Code) maintained by the University. Solely for purposes of calculating a Participant’s annual additions, the term “Compensation” means compensation as defined in Treas. Reg. section 1.415(c)-2(a).

(b) If as the result of a reasonable error in estimating a Participant’s Compensation or under other limited facts and circumstances which the Commissioner of Internal Revenue finds justify this method of allocation, the annual addition for a Participant would exceed the amount provided in subsection (a), the excess amount shall be withheld or taken from a Participant’s Accounts in the following order:
(1) Elective Deferrals in excess of 2.5% of Compensation included in the annual additions and the earnings thereon, if any, shall be reduced and returned to the Participant;

(2) Elective Deferrals up to 2.5% of Compensation included in the annual additions and the earnings thereon, if any, shall be reduced and returned to the Participant;

(3) University Matching Contributions;

(4) University Basic Contributions.

Any amounts withheld or taken from a Participant’s Accounts attributable to University Contributions may be returned to the University.

4.03 **Payment of Contributions.** All University Contributions shall be transferred to the Contract or Custodial Account selected by the Participant pursuant to Article 7 as soon as practicable following the pay period to which they are attributable.

4.04 **Form of Contribution.** All Contributions shall be made in cash.

4.05 **Qualified Military Service.** Notwithstanding any provision of this Plan to the contrary, University Contributions with respect to Qualified Military Service shall be provided in accordance with Section 414(u) of the Code.

**ARTICLE 5.**

**ELECTIVE DEFERRALS**

5.01 **Eligibility for Elective Deferrals.** Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the University or by an Affiliated Organization as an Eligible Employee (as defined in Section 2.17(b)).

5.02 **Elective Deferral Election.**

(a) An Employee elects to make pre-tax salary reduction deferrals by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. An Elective Deferral election shall be made on the agreement and in the form provided by the Administrator, which shall also include the designation of the Funding Vehicles and Accounts to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed.

(b) The Administrator may establish an annual minimum Elective Deferral amount no higher than $200, and may change such minimum to a lower amount from time to time.

5.03 **Information Provided by the Employee.** Each Employee making an Elective Deferral in the Plan shall provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.
5.04 Change in Elective Deferral Election. Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, the designation of Funding Vehicles, and a designation of Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

5.05 Contributions Made Promptly. Elective Deferrals shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

5.06 Leave of Absence. Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals shall continue to the extent that Compensation continues.

ARTICLE 6.
LIMITATIONS ON ELECTIVE DEFERRAL AMOUNTS

6.01 Basic Annual Limitation.

(a) Except as provided in Sections 6.02 and 6.03, the maximum amount of the Elective Deferrals under the Plan for any calendar year shall not exceed the lesser of:

(1) the applicable dollar amount, or

(2) the Participant’s Compensation for the calendar year.

(b) The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $16,500 for 2009, and is adjusted for cost-of-living after 2009 to the extent provided under section 415(d) of the Code.

6.02 Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.

(a) Because the Employer is a qualified organization (within the meaning of Treas. Reg. § 1.403(b)-4(c)(3)(ii)), the applicable dollar amount under Section 6.01(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

(1) $3,000;

(2) The excess of:

(A) $15,000, over

(B) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
(3) The excess of:

(A) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over

(B) The total Elective Deferrals made for the employee by the qualified organization for prior years.

(b) For purposes of this Section 6.02, a "qualified employee" means an Employee who has completed at least 15 years of service taking into account only employment with the University.

6.03 Age 50 Catch-up Elective Deferral Contributions.

(a) An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the calendar year.

(b) The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $5,500 for 2009, and is adjusted for cost-of-living after 2009 to the extent provided under the Code.

6.04 Coordination. Amounts in excess of the limitation set forth in Section 6.01 shall be allocated first to the special 403(b) catch-up under Section 6.02 and next as an age 50 catch-up under Section 6.03. However, in no event can the amount of the Elective Deferrals for a calendar year be more than the Participant's Compensation for the calendar year.

6.05 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Article, if a Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 6.02 only if the other plan is a § 403(b) plan.

6.06 Correction of Excess Elective Deferrals. If the Elective Deferrals on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant in accordance with applicable IRS guidance.
**Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the University equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee’s employment with the University had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, 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 or leave).

**ARTICLE 7. INVESTMENT OF CONTRIBUTIONS**

**7.01 Manner of Investment.** All University Contributions and Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

**7.02 Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

**7.03 Institutional Fee Billing – Investment Advisor Fees.** To the extent permitted by law and the provisions of the Funding Vehicle, the University has the power to authorize the payment of Investment Advisor Fees incurred by a Participant. Such payment shall be directed by the Participant or by the Participant’s Investment Advisor and will be paid by the Fund Sponsor from the Participant’s Account. Such payment shall be made directly to the Investment Advisor. Under no circumstances will the Plan be liable for such payment. For purposes of this Article, the term “Investment Advisor” shall mean a person who is registered as such with the United States Securities and Exchange Commission (“SEC”) or with a state securities regulatory agency if the Investment Advisor is exempt from SEC registration requirements. For purposes of this Article, the term “Investment Advisor Fees” shall mean fees charged by a Participant’s Investment Advisor for advisory services relating to the Participant’s Account under this Plan.

**7.04 Current and Former Vendors.**

(a) The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such
information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

(b) In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 10.02 or 10.04), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

ARTICLE 8.
LOANS

8.01 Loans. Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

8.02 Information Coordination Concerning Loans. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 8.03, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the University. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

8.03 Maximum Loan Amount.

(a) No loan to a Participant under the Plan may exceed the lesser of:

1. $50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

2. one half of the value of the Participant’s vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

(b) For purposes of this Section 8.03, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant’s vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this subsection
(b) shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this subsection (b).

8.04 **Loan Repayments For Participants in Military Service.** Notwithstanding any other provision of the Plan or any Annuity Contract or Custodial Account, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 414(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

**ARTICLE 9.**

**BENEFIT DISTRIBUTIONS**

9.01 **Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as otherwise specifically provided by the Plan, distributions from a Participant’s Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

9.02 **Small Account Balances.** The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed $5,000 (determined without regard to any separate account that holds rollover contributions under Section 10.01), and provided that any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

9.03 **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in Treas. Reg. § 1.403(b)-6(e).

9.04 **In-Service Distributions From Rollover Account.** If the Funding Vehicle in which a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

9.05 **Rollover Distributions.**

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant’s spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a
distribution to a Beneficiary who at the time of the Participant’s death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

ARTICLE 10.
ROLLOVERS TO THE PLAN AND TRANSFERS

10.01 Eligible Rollovers. To the extent provided in the Individual Agreements, an Eligible Employee who is entitled to receive an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. Vendors shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

10.02 Plan-to-Plan Transfers to the Plan.

(a) At the direction of the University, for a class of Employees who are participants or beneficiaries in another 403(b) plan, the Administrator may permit a transfer of assets to the Plan as provided in this Section 10.02. Such a transfer is permitted only if the other plan provides for the direct transfer of each person’s entire interest therein to the Plan and the participant is an employee or former employee of the employer maintaining such plan. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. § 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant’s Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1)
the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Article 6.

10.03 Plan-to-Plan Transfers from the Plan.

(a) At the direction of the University, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another 403(b) plan in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 10.03 only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose 403(b) restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant’s or Beneficiary’s interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant’s or Beneficiary’s interest in the transferor plan (e.g., a pro rata portion of the Participant’s or Beneficiary’s interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 10.03, the Plan’s liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 10.03 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. § 1.403(b)-10(b)(3).

10.04 Contract and Custodial Account Exchanges.

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under this Plan is not permitted (referred to as an “exchange”).

(b) If any Vendor ceases to be eligible to receive contributions under the Plan, the University will enter into an information sharing agreement to the extent the University’s contract
with the Vendor does not provide for the exchange of information described by applicable Treasury Regulations.

ARTICLE 11.
AMENDMENTS TO THE PLAN

11.01 Rights Generally to Make Amendments. The University shall have the right at any time by instrument of writing duly executed to modify, alter, amend or terminate the Plan in whole or in part. Any Benefit which has actually accrued and become payable hereunder shall not be affected thereby except as provided in Section 11.02 below. Should the University, at any time, not be in existence as an entity, this Plan may be amended by action of a majority of the members of the Board of Trustees then surviving as such.

11.02 Right to Make Amendments Relating to Qualification of Plan. The University shall have the unlimited right to amend the Plan at any time, retroactively or otherwise, in such respects and to such extent as may be necessary to qualify it under existing laws and regulations so as to meet the requirements of the Code, and, to the extent necessary to accomplish such purpose, may be such amendment decrease or otherwise affect the rights of Participants or Beneficiaries to benefits which have actually accrued and become payable hereunder.

ARTICLE 12.
RESERVATION OF RIGHTS BY THE UNIVERSITY AND LIMITATIONS ON RIGHTS OF PARTICIPANTS

12.01 Plan Voluntary on Part of University. While it is the intention of the University that the Plan shall be continued and Contributions made in each year, the Plan is entirely voluntary on the part of the University. The University does not guarantee or promise to pay or cause to be paid any benefit provided by the Plan and each Participant, Beneficiary or any other person who may claim the right to any payment or benefit under the Plan shall be entitled to look only to the Contract or Custodial Account for such payment or benefit and shall not have any right, claim or demand therefore against the University.

12.02 Plan Not Contract of Employment. This Plan shall not be deemed to constitute a contract between the University and Participants or to be a consideration or inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the University nor to interfere with the right of the University to discharge any Participant or Employee at any time regardless of the effect which such discharge may have upon him as a Participant in the Plan.

12.03 Indemnification. If the University appoints an Employee or committee of Employees to represent the University as the Administrator of the Plan, the University shall, to the extent permitted by applicable law, indemnify any such Employee acting on its behalf in this capacity. Such individuals shall be indemnified from any and all liability that may arise by reason of his action or failure to act concerning this Plan, excepting any willful misconduct or criminal acts.
12.04 **No Employer Liability.** The University shall have no liability for the payment of benefits under the Plan provided that the applicable Annuity Contract and Custodial Account Vendors receive written direction for the payment of benefits in accordance with the Plan. Each Participant shall look solely to the Vendors of applicable Annuity Contracts and Custodial Accounts for receipt of payments or benefits under the Plan.

**ARTICLE 13. MISCELLANEOUS**

13.01 **Non-Assignability.** Except as provided in Section 13.02 and 13.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

13.02 **Domestic Relations Order.** If a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

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

13.04 **Tax Withholding.** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

13.05 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
13.06 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the party that made the contribution.

13.07 **Procedure When Distributee Cannot Be Located.**

(a) The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant’s Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means: (i) the mailing by certified mail of a notice to the last known address shown on the records of the University or the Administrator, (ii) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (iii) the payee has not responded within 6 months.

(b) If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the applicable Funding Vehicle shall continue to hold the benefits due such person.

13.08 **Incorporation of Individual Agreements.** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code. In such event, the Individual Agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements, provided however that the Plan may not enlarge the rights of the University, the Administrator, or a Participant under the Individual Agreements.

13.09 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the Commonwealth of Kentucky.

13.10 **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

13.11 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

**IN WITNESS WHEREOF,** the University has, as of the ___ day of ____________, 2009, caused this Plan to be executed by its duly authorized officer.

Legal Review:

UNIVERSITY OF LOUISVILLE

By

Vice President for Administration

Office of University Counsel

10343638.1
Finance Committee 07-08-04
BOT Action 09-23-04

UNIVERSITY OF LOUISVILLE
TAX DEFERRED ANNUITY PLAN

WHEREAS, the University of Louisville, a public institution of higher education under KRS 164.810 et. seq. and an agency of the Commonwealth of Kentucky with principal office and place of business in Louisville, Kentucky, ("University"), desires to adopt a tax deferred annuity plan for the benefit of its eligible employees; and

WHEREAS, the Board of Trustees of the University has authorized and approved the plan provided for herein;

NOW THEREFORE, the University hereby approves and adopts the University of Louisville Tax Deferred Annuity Plan ("Plan"), which shall read as follows:

ARTICLE 1

PURPOSE AND APPLICABILITY OF PLAN

1.1 Purpose of Plan. The purpose of the Plan shall be to provide Benefits to Participants upon retirement, death and Termination of Employment, upon the terms and conditions, and subject to the limitations, contained herein through Employee tax deferred savings.

1.2 Applicability of Plan. The provisions of the Plan shall apply only to persons employed by the University and Affiliated Organizations on and after the Effective Date.

ARTICLE 2

DEFINITIONS

The following words and phrases when used herein shall have the meanings set forth below, unless a different meaning is plainly required by the context:

2.1 Accounts. The accounts established and maintained hereunder for a Participant are sometimes referred to as Accounts.

2.2 Affiliated Organizations. The University of Louisville Athletic Association and the University of Louisville Foundation, Inc. and any other entity so designated by the Board of Trustees.
2.3 **Allocable Income.** The sum of allocable gain or loss for a Plan Year as determined under (a), below, plus the allocable gain or loss for the period between the end of the Plan Year and the date of distribution of excess contributions determined under one of the methods found in (b), below.

(a) The gain or loss for the Plan Year shall be the amount determined by multiplying the income for the Plan Year allocable to Participant Accounts by a fraction. The numerator of the fraction shall be the amount of excess contributions made on behalf of the Participant for the Plan Year. The denominator of the fraction shall be the total balance of the Participant attributable to Participant Contributions as of the last Valuation Date of the Plan Year, reduced by the gain allocable to such total amount for the Plan Year and increased by the loss, if any, allocable to such total amount for the Plan Year.

(b) The gain or loss for the period after the Plan Year of the contributions but before the actual distribution of excess contributions shall be the amount determined under either (i) or (ii) as determined by the University.

(i) The amount equal to 10% of the income allocable to excess contributions for the taxable year multiplied by the number of calendar months that have elapsed since the end of the taxable year. For the purposes of determining the number of calendar months that have elapsed, a distribution occurring on or before the 15th day of the month will be treated as having been made on the last day of the preceding month, and a distribution occurring after such 15th day shall be treated as having been made on the first day of the next subsequent month.

(ii) The amount determined by multiplying the income for the period after the Plan Year in which the excess contributions were made allocable to Participant Accounts by a fraction determined under the method described in (a), above.

2.4 **Annuity Starting Date.** The first day of the first period for which an amount is received as an annuity whether by reason of retirement or disability.

2.5 **Beneficiary.** The person or entity entitled pursuant to Article 6 to receive a Benefit payable hereunder upon or after a Participant’s death.

2.6 **Benefit.** The nonforfeitable interest of a Participant in his Accounts which is distributable to him or his Beneficiary as provided in Article 5.
2.7 **Board of Trustees.** The Board of Trustees of the University.

2.8 **Code.** The Internal Revenue Code of 1986, as it has been and may be amended from time to time. Reference to any section of the Code shall include any provision successor thereto.

2.9 **Compensation.**

(a) An Employee’s base annual salary paid by the University for the portion of the Plan Year the Employee was a Participant in the Plan, plus amounts deferred by such Employee pursuant to an election made under Section 5.1, under Section 4.1 of the University of Louisville Tax Deferred Annuity Plan or under the University of Louisville Cafeteria Plan. Compensation includes supplemental pay as defined by university policy. The term shall exclude overtime or overload pay, patient fees, bonuses, shift differentials, honorariums, “X-pay” as defined by university policy and other extraordinary remuneration, such as Contributions to this and any other employee pension benefit plan or employee welfare benefit plan. Compensation shall not include amounts in excess of $200,000 (pro-rated for the Plan Year beginning and ending December 31, 1997) or such larger amount as the Secretary of Treasury may determine in a manner consistent with increases effected under Section 415(d) of the Code. For Employees who commence participation in the Plan after December 31, 1996, Compensation shall not include amounts in excess of $150,000 (pro-rated for the Plan Year beginning and ending December 31, 1997), or such larger amount as the Secretary of Treasury may determine in a manner consistent with the increases effected under Section 401(a)(17)(B) of the Code. [EFFECTIVE December 31, 1997]

(b) If a Participant may not defer at least $200 because of the limitations of this Plan (including the definition of Compensation in (a), above) and the Code, the term shall mean the total amount of cash remuneration for services rendered which is paid by the University before deferrals under Section 4.1, but subject to the dollar limitation of (a), above.

2.10 **Contract.** An annuity contract individually owned for the benefit of a Participant or a group annuity contract with an insurance company (or such other entity as permitted under Section 403 of the Code) under which a separate account is maintained for each Participant or Beneficiary.

2.11 **Contributions.** Participant Contributions are sometimes referred to herein as Contributions.
2.12 **Custodial Account.** An account maintained on behalf of a Participant or Beneficiary the assets of which are invested in a regulated investment company as defined in Section 851(a) of the Code and which satisfies the requirements under Section 401(f) of the Code.

2.13 **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. In the case of distributions required before death where a Participant's Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2, the Participant's first Distribution Calendar Year is the year he attains age 70-1/2.

2.14 **Effective Date.** The effective date of this Plan, which is December 31, 1989.

2.15 **Employee.** Any person employed by an Affiliated Organization or by the University, or participating in an early retirement/phased retirement program, provided, the term Employee shall not include student employees (as described in Section 312(b)(iv) of the Code), any nonresident alien with no U.S. source of income, or any employee who normally works less than 20 hours per week.

2.16 **Entry Date.** The first day of the pay period.

2.17 **Participant.** An eligible Employee who becomes a Participant. The term shall also include, where appropriate, a former Participant whose service with the University has terminated when such person is entitled to a Benefit hereunder.

2.18 **Participant Account.** The separate Account established and maintained on behalf of a Participant to reflect his interest in his Contract or Custodial Account attributable to his Participant Contributions.

2.19 **Participant Contributions.** The contributions elected by each Participant but made by the University pursuant to Section 4.1.

2.20 **Participation Form.** The form prescribed by the University on which an Employee authorizes and designates the amount of his Participant Contributions.

2.21 **Plan.** The University of Louisville Tax Deferred Annuity Plan provided for herein, as it may be amended from time to time.

2.22 **Plan Year.** The one-day period beginning and ending on December 31,
1997. Thereafter, the consecutive 12-month period beginning on January 1 and ending on December 31 of each year. [EFFECTIVE December 31, 1997]

2.23 **Required Beginning Date.** The April 1 of the calendar year following the calendar year in which the Employee attains age 70-1/2 or in which his actual retirement occurs, if later.

2.24 **Termination of Employment.** The termination of a Participant’s employment with the University, whether voluntary or involuntary, other than by reason of retirement or death.

2.25 **Qualified Military Service.** Any service in the uniformed services (as defined in Chapter 43 of Title 38, United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service. [EFFECTIVE December 12, 1994]

**ARTICLE 3**

**ELIGIBILITY FOR PARTICIPATION**

3.1 **Date Employees Become Participants.**

(a) Each Employee shall become a Participant on the Entry Date immediately following delivery to the University of a completed Participation Form or other election to make Participant Contributions.

(b) Those Employees who were contributing under the program in effect on the day before the Effective Date shall be eligible to become Participants on the Effective Date.

3.2 **Eligibility of Rehired Employees.** All Employees who return to the employ of the University after a Termination of Employment shall again become eligible to be a Participant as provided in Section 3.1. Solely for the purpose of this Section 3.2, the phrase Termination of Employment shall include retirement.

3.3 **Notice of Participation.** Each Employee shall be notified of his eligibility to become a Participant and shall be furnished with a summary of the Plan’s provisions. Once an Employee elects to participate, he shall receive a form for designating a Beneficiary, a form on which he elects the amount of his Participant Contributions and forms for electing investment of his Accounts under the Plan.

3.4 **Provisions of Plan Binding on Participants.** Upon becoming a Participant, a Participant shall be bound then and thereafter by the provisions of his election
(and revisions or revocation of elections) under Section 3.3, and by the terms of the Plan, including all amendments thereto.

3.5 **Change in Employment Status.**

(a) In the event a Participant becomes ineligible to participate in the Plan because he no longer meets the definition of an Employee, such person shall again become eligible to be a Participant as provided in Section 3.1 upon his again meeting the definition of Employee. During the period such person does not meet the definition of an Employee, but is still employed by the University, no further Contributions shall be made by the Participant, and earnings and losses shall continue to be allocated to his interest in the Contract or Custodial Account. In the event a person employed by the University does not meet the definition of an Employee, but later meets the definition of an Employee, such person shall become eligible to participate in accordance with Section 3.1, above.

(b) If a Participant takes an approved "leave of absence" (as determined under the personnel policies of the University) and continues to receive his Compensation from the University during such period, such Participant shall continue to be eligible to be a Participant. During the period of the leave of absence, Contributions may be made by the Participant, and earnings and losses shall continue to be allocated to his interest in his Participant Account.

**ARTICLE 4**

**CONTRIBUTIONS**

4.1 **Participant Contributions.**

(a) Each Participant shall be entitled to elect that a portion (but not less than $200) his Compensation earned after such election be deferred and contributed by the University to the Plan as a Participant Contribution.

(b) An election under this Section 4.1 shall be made at the time and in the manner determined by the University. Such election shall continue in effect until modified or terminated. A Participant may amend or terminate his Compensation reduction election by providing prior written notice to the University and on a form provided for such purpose, effective on the first day of the following pay period.

(c) Elections made under this Section 4.1 shall be in the form of a
reduction of Compensation. A Participant’s Contribution for a Plan Year shall not exceed the lesser of $9,500, as such amount may be increased pursuant to Section 402(g)(4), (5) and (8) of the Code or 20% of an Employee’s includible compensation times his years of service (within the meaning given the term under Section 403(b)(2) of the Code), with the University less such prior contributions made on his behalf by the University. The deferral of a Participant’s Compensation shall be made ratably in each of the payroll periods following the election.

4.2 Limitations on Annual Additions.

(a) Any provisions contained herein to the contrary notwithstanding, the “annual addition” to any Participant’s Accounts shall not exceed the lesser of (i) $30,000 (pro-rated for the Plan Year beginning and ending December 31, 1997) (or such larger amount as the Secretary of Treasury may determine in a manner consistent with the increases effected under Section 415(d) of the Code) or (ii) 25% of the Participant’s Compensation. The term “annual addition” shall mean the sum of the Participant’s share of University and Participant Contributions for the Plan year, and any amounts allocated on behalf of the Participant to an “individual medical account” (as defined in Section 415(1)(2) of the Code) which is part of a pension or annuity plan maintained by the University, and treated as annual additions to a defined contribution plan, and amounts derived from contributions paid or accrued attributable to post-retirement medical benefits allocated to the separate account of the Participant if he is a “key employee” (as defined in Section 419(d)(3) of the Code) under a welfare benefit fund (as defined in Section 419(e) of the Code) maintained by the University. [EFFECTIVE December 31, 1995]

(b) If as the result of a reasonable error in estimating a Participant’s Compensation or under other limited facts and circumstances which the Commissioner of Internal Revenue finds justify this method of allocation, the annual addition for a Participant would exceed the amount provided for in (a), above, the excess amount and the earnings thereon, if any, may be withheld or taken from a Participant’s Accounts and returned to the Participant as permitted by the Secretary of Treasury and the University.

(c) Notwithstanding the provisions of this Section 4.2, the University shall not make a Contribution on behalf of a Participant in an amount that would cause any amount thereof to be allocated to a suspense account as of the date the Contribution is allocated.
(d) Solely for the purposes of this Section 4.2, the term “Compensation” shall include the Participant’s wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the University maintaining the Plan (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses), any elective deferral (as defined in Section 402(g)(3) of the Code), any amount which is contributed or deferred by the University at the election of the Employee by reason of Sections 125 or 457 of the Code, earned income from sources outside of the United States whether or not excludable from gross income under Section 911 of the Code or deductible under Section 931 of the Code, amounts received by the Participant through accident or health insurance for personal injuries or sickness to the extent these amounts are includible in the Participant’s gross income, amounts paid or reimbursed by the employer for moving expenses incurred by the Participant to the extent that these amounts are not deductible by the employee under Section 217 of the Code. [EFFECTIVE January 1, 1998]

(e) Notwithstanding the preceding to the contrary, Participant Contributions shall not exceed the limitation of Section 403(b), as applicable.

4.3 Payment of Contributions. All Participant Contributions shall be transferred to the Contract or Custodial Account selected by the Participant pursuant to Article 8 as soon as practicable following the pay period to which they are attributable.

4.4 Form of Contribution. All Contributions shall be made in cash.

4.5 Other Limitations on Participant Contributions. Notwithstanding Section 4.1 to the contrary, Participant Contributions which would require the University to defer more than the amount permitted under 4.1(c), above, of the Participant’s Compensation (or such larger amount as may be determined by the Secretary of Treasury) taking into account elective deferrals made by a Participant under any other qualified cash or deferred arrangement (as defined in Section 401(k) of the Code), any employer contribution to a simplified employee pension (as defined in Section 408(k) of the Code) and any other employer contribution to an annuity contract described in Section 403(b) of the Code under a salary reduction agreement (within the meaning of Section 3121(a)(5)(B) of the Code) may not be honored or may be returned to the Participant as permitted by the Code, regulations promulgated thereunder or the Secretary of Treasury but only if the Participant notifies the University writing by March 1 of the
calendar year following the year in which such Contributions are made. The Allocable Income attributable to excess deferrals for the taxable year of the individual plus Allocable Income for the period between the taxable year and the date of distribution shall be returned to the Participant, as required by the Secretary of Treasury. Such excess deferrals may be returned to the Participant if the Participant notifies the University in writing following the close of the Participant's taxable year for which the excess deferral was received by the Plan and if such action is permitted by the Code, regulations promulgated thereunder or the Secretary of Treasury.

4.6 Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, Contributions and Benefits with respect to Qualified Military Service will be provided in accordance with Section 414(u) of the Code. [EFFECTIVE December 12, 1994]

ARTICLE 5

BENEFITS

5.1 Benefits Upon Termination of Employment. A Participant shall at all times have a non-forfeitable interest in his Accounts. When a Participant retires, dies or otherwise terminates his employment, his Benefit shall equal the value of his Accounts as of the date of his retirement, death, or Termination of Employment. For the purposes of this section 5.1, this will include participation in an early retirement/phased retirement program.

5.2 Time of Distribution of Benefits. Subject to the additional requirements of the Contract or Custodial Account elected by the Participant, Benefits shall be paid as soon as practicable after the Participant's retirement, early retirement/phased retirement, death, Termination of Employment, or election of payment after attaining age 59-1/2. Notwithstanding the preceding, if a Contract or Custodial Account allows for cashout of Benefits prior to Normal Retirement Age, the Participant may elect immediate cashout of Benefits after Termination of Employment, subject to the distribution rules.

5.3 Form of Distribution of Benefits. A Participant or Beneficiary may request commencement and any form of distribution available to him under the Contract or Custodial Account in a writing filed with the Contract or Custodial Account provider prior to the date distribution is to be made.

5.4 Minimum Distribution Requirements.

(a) General. The amount of a Participant's Benefit attributable to earnings
and contributions after December 31, 1986 to be distributed each calendar year must be at least an amount equal to the quotient obtained by dividing the Participant’s Accounts attributable to earnings and contributions after December 31, 1986 by his life expectancy or the joint and last survivor expectancy of the Participant and his Beneficiary. Such life expectancy shall be computed using the attained age of the Participant and his Beneficiary as of their respective birthdays in the calendar year for which distribution first occurs, and the expected return multiples contained in regulations under Section 72 of the Code. For purposes of this computation, the Participant’s life expectancy and the life expectancy of a Beneficiary who is the Participant’s spouse will be recalculated, unless otherwise elected by the Participant, but no more frequently than annually. The life expectancy of a non-spouse Beneficiary may not be recalculated.

(i) The Contract or Custodial Account provider may keep records to enable it to identify the portion of the Participant’s Account attributable to pre-1987 service and may keep such other records as shall be necessary in meeting the requirements of Section 5.5, below.

(ii) If the Contract or Custodial Account provider does not keep records in accordance with (i) above, the entire Account for the Participant will be subject to the preceding.

(b) Death Benefit Requirements. Upon the death of a Participant, the following distribution provisions shall take effect:

(i) If a Participant dies after his Annuity Starting Date, the remaining portion of such Benefit shall continue to be distributed at least as rapidly as under the method of distribution in effect immediately prior to the Participant’s death.

(ii) If a Participant dies before his Annuity Starting Date, his entire Benefit shall be distributed no later than the December 31 of the calendar year containing the fifth anniversary of the Participant’s death, except to the extent that an election is made to receive distributions in accordance with (A) or (B) below:

(A) Distributions may be made in substantially equal installments over the life or life expectancy of the Beneficiary commencing no later than the December 31 of the calendar year immediately following the
calendar year in which the Participant died.

(B) If the Beneficiary is the Participant's surviving spouse, the date distributions are required to commence in accordance with (A), above, shall not be earlier than the later of, the December 31 of the calendar year immediately following the calendar year in which the Participant died, or the December 31 of the calendar year in which the Participant would have attained age 70-1/2.

(iii) If the Participant had not elected the method of distribution prior to his death, the Beneficiary must elect the method of distribution no later than the earlier of the December 31 of the calendar year in which distributions would have commenced under (ii), above, or the December 31 of the calendar year which contains the fifth anniversary of the date of the Participant's death. If the Participant has no Beneficiary, or if the Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest in the Plan must be completed by the December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the surviving spouse dies after the Participant, but before payments begin, the provisions of this Section 5.4(b) shall apply as if the surviving spouse were the Participant, except for the provisions of paragraph 5.4(b)(ii)(B), above. For purposes of this Section 5.4(b), the distribution to the surviving spouse is considered to commence on the date required under Section 5.4(b)(ii)(A).

(v) For purposes of (ii), above, payments will be calculated by use of the expected return multiples specified in Table V of the regulations under Section 72 of the Code. Unless otherwise elected by the surviving spouse prior to the distribution, the life expectancy of the surviving spouse will be recalculated annually. However, in the case of any other Beneficiary, such life expectancy will be calculated at the time payment first commences and payments for any 12-consecutive month period will be based on such life expectancy minus the number of whole years passed since distribution first commenced.

(vi) For purposes of this subsection (b), any amount paid to a
child or adopted child of the Participant shall be treated as if it had been paid to the surviving spouse if the amount becomes payable to the surviving spouse when such child, or adopted child reaches the age of majority.
5.5 Minimum Distribution Incidental Benefit Requirements.

(a) For the Participant’s first Distribution Calendar Year, the minimum amount that must be distributed shall be determined under Section 5.4. The minimum amount that shall be distributed for each Distribution Calendar Year of the Participant thereafter is the amount determined by dividing the Participant’s interest in his Contract and Custodial Account (as of the last valuation date in the calendar year immediately preceding distribution but increased by the amount of any Contributions allocated to the Account after the valuation date) by the “applicable divisor” found in the tables under Treasury Regulations Section 1.401(a)(9)-2. The distribution required to be made by the Participant’s Required Beginning Date shall be considered made for the Participant’s first Distribution Calendar Year. Distributions for other Distribution Calendar Years shall be made by the close of such calendar year.

(b) The minimum distribution required for the Participant’s first Distribution Calendar Year shall be made on or before the Participant’s Required Beginning Date. The minimum distribution for other calendar years, including the minimum distribution for the Distribution Calendar Year in which the Participant’s Required Beginning Date occurs, must be made on or before December 31 of that Distribution Calendar Year.

ARTICLE 6
DESIGNATION OF BENEFICIARY

6.1 Manner of Designation of Beneficiary. Each Employee becoming a Participant hereunder shall designate in writing, in such form and manner as shall be prescribed by the University (or Contract or Custodial Account provider), one or more Beneficiaries and contingent Beneficiaries of the Benefit which may be payable by reason of such Participant’s death. Subject to such rules and regulations as the University (or Contract or Custodial Account provider) may promulgate, a Participant may from time to time change such designation of Beneficiary, provided, no change shall be effective until receipt of the new designation by the University or its designated representative. The last effective designation of Beneficiary shall supersede all prior designations. A designation of Beneficiary shall be effective only if the designated Beneficiary survives the Participant and any prior designated Beneficiary.

6.2 Distribution If No Beneficiary Designated. If a Benefit becomes payable
upon the death of a Participant and no Beneficiary has been properly designated, or if the Beneficiary designated shall have predeceased the Participant, the Participant shall be deemed to have designated the following Beneficiaries (if living at the time of the death of the Participant or designated Beneficiary and unless the Contract or Custodial Contract provides otherwise) in the following order of priority: the Beneficiary required under the Contract or Custodial Account, if any; the spouse of the Participant; the children, including adopted children, of the Participant in equal shares; the natural parents of the Participant, in equal shares; and the personal representative of the Participant.

ARTICLE 7

INVESTMENT IN CONTRACTS AND CUSTODIAL ACCOUNTS

7.1 Establishment of Contracts. The Board of Trustees (or its designated representative) shall determine which Contracts and Custodial Accounts shall be made available to Participants. The University shall make available Contracts and Custodial Accounts for the purpose of investing and holding the Contributions, and the income and gains thereon, in order to provide the funds which will be used to provide Benefits under the Plan. Funds shall be received, held and disbursed by contracting or custodial institution in accordance with provisions of the Contract or Custodial Account, the Plan and the requirements of the Code. The Board of Trustees may add or remove a Contract or Custodial Account and the institution providing such may resign at any time upon the notice required by the terms of the Contract or Custodial Account.

7.2 Election of Participants as to the Investment of Their Accounts. Until such time as the University shall determine otherwise, Participants shall direct the investment of their respective accounts to the Contract or Custodial Account selected by each Participant. Each Participant shall initially make an election to have his Accounts invested on an investment election form furnished by the University. In the University’s discretion, a Participant may change his investment direction under a Contract or Custodial Account from time to time by providing the University with subsequent directions for the investment of his Accounts or such Participant may change his election directly with the institution providing the Contract or Custodial Account. In the University’s discretion, a Participant may change his Custodial Account or Contract provider upon written notice to the University or by providing notice to the Participant’s then current Contract or Custodial Account provider. The University shall forward to the appropriate institution any election forms completed by a Participant within a reasonable time after receipt of the election form. Any such transfers or changes shall be made in accordance with the provisions
of the Contract or Custodial Account which the Participant’s Contributions and earnings thereon. Former Participant’s investment elections for the University and Participant’s Contributions shall be governed by this Plan. If a Participant later participates in another employer’s Section 403(b), the investment rules of such Plan shall govern.

ARTICLE 8

AMENDMENTS TO THE PLAN

8.1 Rights Generally to Make Amendments. The University shall have the right at any time by instrument of writing duly executed to modify, alter or amend the Plan in whole or in part. Any Benefit which has actually accrued and become payable hereunder shall not be affected thereby except as provided in Section 8.2, below. Should the University, at any time, not be in existence as an entity, this Plan may be amended by action of a majority of the members of the Board of Trustees then surviving as such.

8.2 Right to Make Amendments Relating to Qualification of Plan. The University shall have the unlimited right to amend the Plan at any time, retroactively or otherwise, in such respects and to such extent as may be necessary to qualify it under existing laws and regulations so as to meet the requirements of the Code, and, to the extent necessary to accomplish such purpose, may by such amendment decrease or otherwise affect the rights of Participants or Beneficiaries to Benefits which have actually accrued and become payable hereunder.

ARTICLE 9

RESERVATIONS OF RIGHTS BY THE UNIVERSITY AND LIMITATIONS ON RIGHTS OF PARTICIPANTS

9.1 Plan Voluntary on Part of University. While it is the intention of the University that the Plan shall be continued and Contributions made in each year, the Plan is entirely voluntary on the part of the University. The University does not guarantee or promise to pay or cause to be paid any Benefit provided by the Plan and each Participant, Beneficiary or other person who may claim the right to any payment or Benefit under the Plan shall be entitled to look only to the Contract or Custodial Account for such payment or Benefit and shall not have any right, claim or demand therefore against the University.
9.2 **Plan Not Contract of Employment.** This Plan shall not be deemed to constitute a contract between the University and Participants or to be a consideration or inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the University nor to interfere with the right of the University to discharge any Participant or Employee at any time regardless of the effect which such discharge may have upon him as a Participant in the Plan.

**ARTICLE 10**

**MISCELLANEOUS**

10.1 **Construction.**

(a) This Plan shall be construed and enforced according to the laws of the Commonwealth of Kentucky, and all provisions hereunder shall be administered according to the laws thereof.

(b) It is intended that the Plan meet the applicable requirements the Code. The Plan shall be interpreted and construed, wherever possible, to comply with the applicable terms of the Code and regulations and rulings issued thereunder.

(c) Any words herein used in the masculine or neuter shall read and be construed in the feminine, masculine or neuter where they would so apply. Words in the singular shall be read and construed as though used in the plural in all cases where they would so apply.

10.2 **Titles and Headings.** Titles of Articles and headings to Sections are inserted for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles and headings, shall control.

10.3 **Payment of Expenses of Plan.** The University shall pay all necessary expenses that may arise in connection with the administration of the Plan, except account administration costs or fees and those expenses incurred in the purchase and sale of Contract or Custodial Account assets, including but not limited to brokerage fees or transfer fees.

11.1 **Spendthrift Provisions.** [EFFECTIVE August 5, 1997]

(a) Except in the case of compliance with a Qualified Domestic Relations Order to the extent required under Section 414(p) of the Code, no Participant or Beneficiary of any Benefit established hereunder shall
have any right or power to anticipate, pledge, assign, sell, transfer, alienate (by operation of law, legal process or otherwise) or encumber his or her interest in such Benefit in any way; nor shall such interest in such Benefit in any manner be liable for or subject to the debts, liabilities or obligations of such Participant or Beneficiary or claims of any sort against such Participant or Beneficiary.

(b) For judgments, orders, and decrees issued, and settlement agreements entered into, on or after August 5, 1997, notwithstanding anything in this Section 11.4 to the contrary, a Participant’s Benefit provided under this Plan shall be offset against an amount that the Participant is ordered or required to pay to the Plan if such offset meets the requirements provided under Section 401(a)(13)(C) of the Code.

10.4 **Discretionary Acts.** The University shall act in matters implicitly and explicitly reserved to it hereunder in its sole discretion. No such act shall be taken in a manner which discriminates under the Code as determined by a Court of competent jurisdiction or the Secretary of Treasury.

IN WITNESS WHEREOF, the University has, as of the 23rd day of September, 2004, caused this Plan to be executed by its duly authorized officer.

Legal Review: UNIVERSITY OF LOUISVILLE

By__________________________________________

Office of University Counsel  Vice President for Business Affairs