

## AMENDMENT

### ST. JOHN'S UNIVERSITY DEFINED CONTRIBUTION RETIREMENT PLAN

This sets forth the terms of an Amendment to the St. John's University Defined Contribution Retirement Plan, as amended and restated as of January 1, 2016 ("Plan"). Effective as of January 1, 2019, the Plan is amended as follows:

1. Paragraph (c)(2) in Section 3.3 of the Plan ("*15-Year Catch-up Contributions*") is amended by adding the following new paragraph at the end of existing paragraph 3.3(c)(2):

Notwithstanding the foregoing of this paragraph (c)(2), this paragraph shall not apply, and no elective deferrals may be made in reliance on the limit described in this paragraph, for any period after December 31, 2018.

2. Paragraph (c)(7) in Section 5.2 of the Plan ("*Cash Withdrawals*") is amended and restated to provide in its entirety as follows:

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

3. Paragraphs (d) and (e) in Section 5.2 of the Plan ("*Cash Withdrawals*") are amended and restated to provide in their entirety as follows:

**(d) Necessary to Satisfy the Financial Need**

Hardship withdrawals shall be deemed to be necessary to satisfy an immediate and heavy financial need of the Participant if all of the following are satisfied:

- (1) The distribution does not exceed the amount of the applicable need under paragraph (c) above, together with any amount necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal;
- (2) The Participant has obtained all distributions and withdrawals, other than hardship withdrawals, and all nontaxable loans currently available under the Plan and any other deferred compensation plan maintained by the University,

provided that the foregoing requirement to obtain all available nontaxable loans shall cease to apply after December 31, 2018;

- (3) Unless the withdrawal is for expenses described in paragraph (c)(7) above, both the Employee's Participant Contributions and his or her salary reduction contributions under the University's Tax-Deferred Annuity Program are suspended for 6 months after receipt of the hardship withdrawal, provided that the foregoing suspension requirement shall cease to apply after December 31, 2018;
- (4) For a distribution that is made after December 31, 2019, the Participant must represent (in writing, by an electronic medium, or in such other form as may be prescribed by the Commissioner of the Internal Revenue Service) that the Participant has insufficient cash or other liquid assets to satisfy the need (the plan administrator may rely on the employee's representation unless the plan administrator has actual knowledge to the contrary); and
- (5) Such additional or alternative requirements as may be prescribed pursuant to Treasury Regulation Section 1.401(k)-1(d)(3)(v).

**(e) Exceptions**

Notwithstanding **paragraph (d)** above, for hardship withdrawals prior to January 1, 2020, a hardship withdrawal will be treated as necessary to satisfy a financial need if the Participant reasonably represents that the need cannot be relieved:

- (1) Through reimbursement or compensation by insurance or otherwise;
- (2) By reasonable liquidation of his or her assets (or assets of his or her spouse or child which are available to him or her), to the extent that such liquidation would not cause hardship;
- (3) By cessation of his or her salary reduction contributions; or
- (4) By other withdrawals or distributions or nontaxable loans from this Plan, the Tax-Deferred Annuity Program or any other deferred compensation plan of the University (if any) or another employer or by borrowing from commercial sources on reasonable terms.

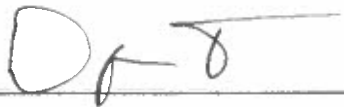
4. Section 5.8 of the Plan ("Minimum Distribution Requirements") is amended and restated to provide in its entirety as follows:

**5.8 Minimum Distribution Requirements**

All distributions under this Plan will be made in accordance with the regulations under Code Section 401(a)(9), as those regulations are more specifically described in Plan Appendix A. The provisions of this **SECTION 5.8** and Plan Appendix A override any Plan provisions and distribution options offered by the relevant Fund Sponsor to the extent that such Plan provision or distribution option is inconsistent with Code Section 401(a)(9).

5. A new Appendix A, in the form attached to this Amendment, is added at the end of the existing Plan document.

ST. JOHN'S UNIVERSITY

By: 

## APPENDIX A

### REQUIRED MINIMUM DISTRIBUTIONS

#### Section 1. General Rules.

1.1. Subject to applicable joint and survivor requirements, the requirements of this Appendix A shall apply to any distribution of a participant's interest and will take precedence over any inconsistent provisions of the St. John's University Defined Contribution Retirement Plan ("Plan").

1.2. All distributions required under this Appendix A shall be determined and made in accordance with the regulations under Code Section 401(a)(9) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) of the Code.

1.3 Limits on Distribution Periods. As of the first distribution calendar year, distributions to a participant, if not made in a single-sum, may only be made over one of the following periods:

- (a) the life of the participant,
- (b) the joint lives of the participant and a designated beneficiary,
- (c) a period certain not extending beyond the life expectancy of the participant, or
- (d) a period certain not extending beyond the joint life and last survivor expectancy of the participant and a designated beneficiary.

#### Section 2. Time and Manner of Distribution.

2.1 Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date.

2.2 Death of Participant Before Distributions Begin. If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (a) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½, if later.
- (b) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will be paid by December 31st of the year which contains the 5th anniversary of the Participant's death or will be paid, beginning no later than December 31st of the year following the year the Participant died,

over the life of the designated Beneficiary or over a period not exceeding the life expectancy of the designated Beneficiary.

(c) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(d) If the participant's surviving spouse is the participant's sole designated beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse are required to begin, this section 2.2, other than section 2.2(a), will apply as if the surviving spouse were the participant.

For purposes of this section 2.2 and section 4, unless section 2.2(d) applies, distributions are considered to begin on the participant's required beginning date. If section 2.2(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section 2.2(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under section 2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

2.3 Forms of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single-sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with sections 3 and 4 of this Appendix A. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of § 401(a)(9) of the Code and the regulations.

### Section 3. Required Minimum Distributions During Participant's Lifetime.

3.1 Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) the quotient obtained by dividing the participant's account balance by the distribution period in the Uniform Lifetime Table set forth in § 1.401(a)(9)-9, Q&A-2, of the regulations, using the participant's age as of the participant's birthday in the distribution calendar year; or

(b) if the participant's sole designated beneficiary for the distribution calendar year is the participant's spouse, the quotient obtained by dividing the participant's account balance by the number in the Joint and Last Survivor Table set forth in § 1.401(a)(9)-9, Q&A-3, of the regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the distribution calendar year.

3.2 Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this section 3 beginning with the first distribution calendar year and continuing up to, and including, the distribution calendar year that includes the participant's date of death.

## Section 4. Required Minimum Distributions After Participant's Death.

### 4.1 Death On or After Date Distributions Begin.

(a) **Participant Survived by Designated Beneficiary.** If the participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's account balance by the longer of the remaining life expectancy of the participant or the remaining life expectancy of the participant's designated beneficiary, determined as follows:

(1) The participant's remaining life expectancy is calculated using the age of the participant in the year of death, reduced by one for each subsequent year.

(2) If the participant's surviving spouse is the participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(3) If the participant's surviving spouse is not the participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the participant's death, reduced by one for each subsequent year.

(b) **No Designated Beneficiary.** If the participant dies on or after the date distributions begin and there is no designated beneficiary as of the September 30 of the year after the year of the participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's account balance by the participant's remaining life expectancy calculated using the age of the participant in the year of death, reduced by one for each subsequent year.

### 4.2 Death Before Date Distributions Begin

(a) **Participant Survived by Designated Beneficiary.** If the participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's account balance by the remaining life expectancy of the participant's designated beneficiary, determined as provided in section 4.1.

(b) **No Designated Beneficiary.** If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(c) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the participant dies before the date distributions begin, the participant's surviving spouse is the participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under section 2.2(a), this section 4.2 will apply as if the surviving spouse were the participant.

## Section 5. Definitions.

5.1 **Designated beneficiary.** The individual who is designated by the participant (or the participant's surviving spouse) as the beneficiary of the participant's interest under the plan and who is the designated beneficiary under § 401(a)(9) of the Code and § 1.401(a)(9)-4 of the regulations.

5.2 **Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under section 2.2. The required minimum distribution for the participant's first distribution calendar year will be made on or before the participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

5.3 **Life expectancy.** Life expectancy as computed by use of the Single Life Table in § 1.401(a)(9)-9, Q&A-1, of the regulations.

5.4 **Participant's account balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

5.5 **Required Beginning Date:** The required beginning date of a participant is April 1 of the calendar year following the later of the calendar year in which the participant attains age 70½ or the calendar year in which the participant retires.

## Section 6. TEFRA Section 242(b)(2) Elections.

6.1. Notwithstanding the other requirements of this Appendix A and subject to applicable joint and survivor annuity requirements, distribution on behalf of any employee, who has made a designation under § 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (a "section 242(b)(2) election") may be made in accordance with all of the following requirements (regardless of when such distribution commences):



(a) The distribution by the plan is one which would not have disqualified such plan under section 401(a)(9) of the Internal Revenue Code as in effect prior to amendment by the Deficit Reduction Act of 1984.

(b) The distribution is in accordance with a method of distribution designated by the employee whose interest in the Plan is being distributed or, if the employee is deceased, by a beneficiary of such employee.

(c) Such designation was in writing, was signed by the employee or the beneficiary, and was made before January 1, 1984.

(d) The employee had accrued a benefit under the Plan as of December 31, 1983.

(e) The method of distribution designated by the employee or the beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the employee's death, the beneficiaries of the employee listed in order of priority.

6.2. A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the employee.

6.3. For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the employee, or the beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections 6.1(a) and (e).

6.4. If a designation is revoked, any subsequent distribution must satisfy the requirements of Section 401(a)(9) of the Code and the regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Section 401(a)(9) of the Code and the regulations thereunder, but for the section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

6.5. In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treasury Regulation Section 1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.



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This sets forth the terms of an Amendment to the St. John's University Defined Contribution Retirement Plan, as amended and restated as of January 1, 2016 ("Plan").

Effective as of July 1, 2020, a new Paragraph 3.2(f) is added at the end of existing Section 3.2 of the Plan ("University Contributions"), which new Paragraph 3.2(f) provides in its entirety as follows:

**(f) COVID-19 Rate Reductions**

- (1) Notwithstanding the University Contribution rates described in Paragraph 3.2(b), and except as provided in Paragraph 3.2(f)(2) below, references in Paragraph 3.2(b) to University Contribution rates of 5% and 10% shall be replaced with references to University Contribution rates of 2% and 7%, respectively, effective for payroll periods that begin after June 30, 2020.
- (2) The University Contribution rate reductions described in Paragraph 3.2(f)(1) shall not apply to eligible Participants whose terms and conditions of employment are governed by the collective bargaining agreement between the University and the American Association of University Professors – Faculty Association at St. John's University.

ST. JOHN'S UNIVERSITY

By: \_\_\_\_\_



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This sets forth the terms of an Amendment to the St. John's University Defined Contribution Retirement Plan, as amended and restated as of January 1, 2016 ("Plan").

1. Effective as of September 1, 2021, Paragraph 3.3(d) of the Plan ("Tax Deferred Annuity Program") is amended and restated to provide in its entirety as follows:

**(d) Tax-Deferred Annuity Program**

Under the Tax Deferred Annuity Program, which forms a part of this Plan, the University permits almost all of its Employees to make periodic contributions ("TDA Contributions") to authorized Funding Vehicles pursuant to a salary reduction agreement. An Employee is not permitted to make TDA Contributions under the Tax-Deferred Annuity Program to the extent the Employee's employment is incidental to the Employee's educational program (within the meaning of Code Section 3121(b) or, for periods prior to September 1, 2021, the Employee normally works less than 20 hours a week. The limits imposed by the Code (see paragraphs (a) through (c) above) govern the maximum amount that an Employee can contribute by salary reduction under any portion of this Plan (including the Tax-Deferred Annuity Program).

2. Effective as of March 1, 2021, Paragraph 5.2(a)(3) of the Plan is amended and restated to provide in its entirety as follows:

A faculty member who is subject to the Collective Bargaining Agreement by and between University and the American Association of University Professors – Faculty Association at St. John's University (the "AAUP-FA"), and who has attained age 59½, may withdraw from his or her Accumulation Account up to \$30,000 in Participant Contributions (including accrued earnings thereon) each Plan Year. Employer Contributions are not eligible for withdrawals under this paragraph (a)(3). Such withdrawals may be made only if and to the extent not prohibited by the Fund Sponsor or the Funding Vehicle from which withdrawal is to be made.

3. Effective as of January 1, 2020, a new Paragraph 5.2(j) is added at the end of existing Section 5.2 of the Plan ("Cash Withdrawals"), which new Paragraph 5.2(j) provides as follows:

**(j) CARES Act Withdrawals**

Notwithstanding the foregoing of this Section 5.2 or any contrary provision in the Plan, pursuant to the Coronavirus Aid, Relief and Economic Security Act (the

“CARES Act”), qualified Participants may elect to withdraw up to \$100,000 from the Plan during the period that begins on January 1, 2020 and ends on December 30, 2020. A Participant (including a Participant who is actively employed by the University) may elect a withdrawal pursuant to this Paragraph 5.2(j) only if:

- (1) The Participant is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;
- (2) The Participant’s spouse or dependent is diagnosed with SARS-CoV-2 or with COVID-19 by a test approved by the Centers for Disease Control and Prevention;
- (3) The Participant experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off, or having work hours reduced due to SARS-CoV-2 or COVID-19;
- (4) The Participant experiences adverse financial consequences as a result of being unable to work due to lack of child care due to SARS-CoV-2 or COVID-19; or
- (5) The Participant experiences adverse financial consequences as a result of closing or reducing hours of a business that the Participant owns or operates due to SARS-CoV-2 or COVID-19.

To the extent permitted by the CARES Act, an Participant who elects a withdrawal pursuant to this Paragraph 5.2(j) will not be subject to the penalty tax described in Paragraph 5.2(i) and may elect to repay all or part of the withdrawn amount to the Plan (or to another eligible retirement plan), provided that the repayment is completed within three years after the date of the withdrawal. Any such repayment to the Plan will be treated as though it were repaid in a direct trustee-to-trustee transfer.

4. Effective as of March 27, 2020, a new paragraph is added at the end of existing Section

5.3 of the Plan (“Plan Loans”), which new paragraph provides as follows:

Notwithstanding the foregoing of this Section 5.3, pursuant to the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), (1) for Plan loans made to a qualified Participant from March 27, 2020 to September 22, 2020, the maximum number of loans a Participant may have outstanding shall be six and the maximum loan amount shall be the lesser of \$100,000 (minus outstanding Plan loans of the Participant) or 100% of the Participant’s vested account balance under the Plan, and (2) if a qualified Participant has a Plan loan outstanding on or after March 27, 2020, and any repayment on the loan is due from March 27, 2020 to December 31, 2020, the due date shall be delayed for one year and payments due after the suspension period will be adjusted to reflect the delay and any interest accruing during the delay. For purposes of this paragraph, a Participant is considered a qualified Participant if:

- A. The Participant is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;
- B. The Participant's spouse or dependent is diagnosed with SARS-CoV-2 or with COVID-19 by a test approved by the Centers for Disease Control and Prevention;
- C. The Participant experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off, or having work hours reduced due to SARS-CoV-2 or COVID-19;
- D. The Participant experiences adverse financial consequences as a result of being unable to work due to lack of child care due to SARS-CoV-2 or COVID-19; or
- E. The Participant experiences adverse financial consequences as a result of closing or reducing hours of a business that the Participant owns or operates due to SARS-CoV-2 or COVID-19.

5. Effective as of January 1, 2022, the fifth paragraph of Section 5.3 of the Plan ("Plan Loans") as amended above, is amended by adding the following new sentence at the end of such fifth paragraph:

Effective for loans distributed from the Plan on or after January 1, 2022, a Participant may only have a total of 3 outstanding Plan loans at a time, provided that upon the occurrence of a loan default, a Participant shall not be permitted to take any additional loan(s) from the Plan (up to the 3 loan maximum) until he or she repays the total amount of the loan default in accordance with Code Section 72(p).

6. Effective as of January 1, 2020, in accordance with the Setting Every Community Up for Retirement Enhancement Act, a new paragraph is added at the end of existing Section 5.8 of the Plan ("Minimum Distribution Requirements"), which new paragraph provides as follows:

Further notwithstanding the foregoing of this Section 5.8, pursuant to the Setting Every Community Up for Retirement Enhancement Act (the "SECURE Act"), (1) for participants who attain age 70½ after 2019, references to the minimum distribution age factor of 70½ are replaced with references to a minimum distribution age factor of 72, and (2) except to the extent exempt under the SECURE Act, non-spouse beneficiaries of a participant who dies after 2019 must take withdraw the entire balance of the deceased participant's interest in the Plan within 10 years of the participant's death.

7. Effective as of January 1, 2020, Section 6.21 of the Plan ("Participant") is amended and restated to provide in its entirety as follows:

**6.21 Participant**

"Participant" means any Eligible Employee of the University participating in this Plan in the manner provided in SECTION 2. Unless the context requires otherwise, the term Participant includes an Employee who is not an Eligible Employee to the extent that such Employee makes TDA Contributions pursuant to Paragraph 3.3(d).

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ST. JOHN'S UNIVERSITY

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This sets forth the terms of an Amendment to the St. John's University Defined Contribution Retirement Plan, as amended and restated as of January 1, 2016 ("Plan").

Effective as of January 1, 2022, Paragraph 3.2(f) in Section 3.2 of the Plan ("University Contributions") is amended and restated to provide in its entirety as follows (the amended portions are underscored):

**(f) COVID-19 Rate Reductions**

- (1) Notwithstanding the University Contribution rates described in Paragraph 3.2(b), and except as provided in Paragraph 3.2(f)(2) below, references in Paragraph 3.2(b) to University Contribution rates of 5% and 10% shall be replaced with references to University Contribution rates of (A) 2% and 7%, respectively, effective for payroll periods that begin after June 30, 2020, and (B) 5% and 8%, respectively, effective for payroll periods that begin after January 1, 2022.
- (2) The University Contribution rate reductions described in Paragraph 3.2(f)(1) shall not apply to eligible Participants whose terms and conditions of employment are governed by the collective bargaining agreement between the University and the American Association of University Professors – Faculty Association at St. John's University.

ST. JOHN'S UNIVERSITY

By: 

KEATON WONG  
INTELLECTUAL ASSOCIATE V.C. PRESIDENT  
FOR HUMAN RESOURCES