YALE UNIVERSITY

Retirement Savings Program Loan Policy

Effective April 23, 2021

Each of the Yale University Retirement Account Plan (YURAP), the Yale University Matching Plan and the Yale University Tax Deferred 403(b) Savings Plan - (each a "Plan" and collectively the "Plans" or "Yale University Savings Program") has adopted the following loan policy effective April 23, 2021. A Participant in the Plan, or a deceased Participant's beneficiary who has not yet received the entire portion of the deceased Participant's account (in either case, a "Borrower"), may apply for a loan only as permitted by the Plan and this loan policy. If the information in this loan policy is inconsistent with the Plan, or if the Plan contains more complete or detailed information or rules, the provisions of the Plan will prevail.

Loan Administration: The Yale Benefits Planning department is responsible for the operation and administration of the loan program.

Loan Purpose: A Borrower may take a loan for any purpose.

Loan Application: Borrowers can begin the loan process in one of two ways:

1. Call 1-800-842-2252, Monday - Friday, 8 AM - 10 PM (ET). A TIAA representative will send the required documentation to the Borrower.

2. Or on-line at www.tiaa.org. The Borrower can then log into his/her account and obtain all the loan program information at that site.

Loan Fees: For loans taken prior to November 15, 2018, there are no loan application or processing fees. For loans taken on and after November 15, 2018, Borrowers are charged $75 for each new general-purpose loan initiated and $125 for each residential loan initiated. A general-purpose loan has a repayment period of not more than five years (60 months). A residential loan, where the proceeds of the loan are applied toward the purpose of a principal residence for the Borrower, may have a repayment period of up to ten years (120 months). The full loan amount is deducted from the Borrower's account and the fee is deducted from the proceeds of the loan check.

Loan Amount:

• Minimum Amount: $1,000

• Maximum Amount: Proposed new loan amount, together with the amount of any indebtedness the Borrower has outstanding under all Plans, shall not exceed the lesser of:

(i) $50,000, reduced by the excess (if any) of

(1) the highest aggregate outstanding balance of the Borrower's loans from all Plans during the 1-year period ending on the day before the date on which the new loan is made, over

(2) the aggregate outstanding balance of the Borrower's loans from all Plans immediately prior to the new loan being made, or

(ii) 50% of the amount of the Borrower's aggregate vested account balances in all Plans.

In addition, at the time a loan is made, the sum of the new loan plus the Borrower's outstanding loans from the Plan from which the loan is being taken cannot exceed the lesser of (i) 50% of Borrower's vested account balance in the Plan or (ii) the portion of the Borrower's vested Plan account balance attributable to the Borrower's elective pre-tax and Roth deferral and rollover contributions made to the Plan and earnings thereon.

• Roth contributions are not available for loans but may be included when determining the maximum amount available for a loan.

Number of Loans: A Borrower may have a maximum of three (3) outstanding loans total from all 403(b) Plans sponsored by the University at a time.

Loan Repayment Periods: Periodic loan repayments are made monthly or quarterly (as elected by the Borrower when establishing the loan) by electronic Automated Clearing House (ACH) payments only. Final loans payoffs may be made via a personal check, a cashier's check, or an electronic ACH payment.)

• Minimum: One year (12 months)

• Maximum: Five years (60 months)

• Primary Residence: Up to ten years (120 months) if the loan is applied toward the purchase of a principal residence for the Borrower

• Exceptions: If the Borrower is on an approved Military Leave, repayment will be suspended for the entire period of the Military Leave and will resume upon completion of Military Leave. There are no other exceptions to the foregoing rules on loan repayment periods.

• Loan repayments: Periodic loan repayments are made by the participant electronically (e.g., through electronic debit of the Borrower's savings or checking account). Loan repayments continue under the agreed upon repayment schedule after a Borrower participant's termination from the University. There is no acceleration of loan repayments upon termination of employment.

Interest Rate: The interest rate for each loan is a fixed rate tied to the Wall Street Journal Prime Rate plus 1%. The interest rate will be determined as of the commencement date of each loan and will remain fixed for the duration of the loan repayment period.

Security: A loans is secured by a pledge and irrevocable assignment of a portion of the Borrower's Plan account equal to the amount financed.

Loan Approval: Generally, loans will be approved if the Borrower meets all of the certification and documentation requirements set forth in the Plan and this loan policy. Loans will not be approved if the Borrower defaulted on a loan from any of the Plans and such loan has not been paid off in full.

Default: Loans are in arrears and delinquent when any payment is missed. A late loan payment notice will be issued on or near the first business day of the month if the Borrower has been delinquent for at least 30 days. If all missed payments are not made by the end of the calendar quarter after the calendar quarter in which a payment is first missed such that the loan is totally paid up to date, the loan will be in default. In that event, the entire outstanding loan balance, consisting of the missed payments, all accrued but unpaid interest and the remaining principal, will be reported to the IRS as taxable income on a Form 1099-R for the year in which the loan default occurs. In the case of a default by a participant that has not attained age 59 ½, the tax-reported amount might be subject to a 10% early distribution tax penalty if no exception applies.. Upon a default on the loan (or, if later, when amounts are distributable from the Borrower's Plan account), the outstanding loan balance will be offset against the Borrower's Plan account balance, thereby reducing the amount of such balance by the amount outstanding on the loan at the time of the offset.

Spousal Consent: Spousal consent is required for any loan to a Participant who is married on the date of the loan. Such consent must be in writing and witnessed by a Notary Public. Unless a Qualified Domestic Relations Order requires otherwise, spousal consent is not required if the Participant is legally separated. Spousal consent is also not required if the Participant can establish to the satisfaction of the Plan Administrator that he/she does not have a spouse or that the Participant's spouse cannot be located.

Approved

Date: April 22, 2021

Donna M. Cable

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Interim Vice President, Human Resources