BERKLEE COLLEGE OF MUSIC, INC.

403(b) RETIREMENT SAVINGS PLAN

SUMMARY PLAN DESCRIPTION

(As in Effect on January 1, 2017)

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INTRODUCTION

Berklee College offers a 403(b) Retirement Savings Plan to help you save for your retirement. This Summary Plan Description has been prepared to explain the major provisions of the Plan, as in effect January 1, 2017, and to answer some of the questions you might have.

This booklet is a plan summary, and does not contain all details about the plan. The actual terms of the Plan are stated in the plan document, the legal document governing your rights and benefits under the plan. Copies of the plan document are available without charge from the Office of Human Resources. If there are any conflicts between this Summary Plan Description and the plan document, the plan document will control.

If you have any specific questions about the Plan, contact the Office of Human Resources.

1. What is the Berklee College of Music, Inc. 403(b) Retirement Savings Plan? What about the former Boston Conservatory Defined Contribution (retirement) Plan?

The Berklee College of Music, Inc. 403(b) Retirement Savings Plan (the "Plan") is a defined contribution retirement plan provided for under section 403(b) of the Internal Revenue Code. The purpose of the Plan is to assist faculty and staff in saving for retirement. Your contributions to the Plan are voluntary.

As of January 1, 2017 the former Boston Conservatory Defined Contribution (retirement) Plan merged into the Berklee Plan, and all Conservatory-related accounts and records transferred to the Berklee Plan.

Your Voluntary Contributions

Essentially all faculty and staff may elect to contribute a portion of their compensation to the Plan. These amounts are known as Voluntary Contributions. You will choose if your Voluntary Contributions will be made on a pre-tax basis or a post-tax basis. Voluntary contributions made on a post-tax basis are known as Roth Contributions.

Auto-enroll; auto-increase

Automatically (“auto-enroll”) you begin to make voluntary contributions of 3% of pay approximately three months after becoming a faculty or staff member. Your auto-enroll contributions increase annually (“auto-increase”) by one percentage point until they reach 6% of pay.

However, you may elect a different rate of voluntary contribution, not to participate in “auto-increase,” or not to make voluntary contributions at all.

College Matching Contributions

If you are eligible, the College will make matching contributions if you make Voluntary Contributions. These matching contributions are known as College Matching Contributions. Generally, you are eligible for College Matching Contributions if you are:

- a full-time faculty or staff member, or
- a part-time faculty defined as eligible by the Faculty Union Contract Agreement, or
- a part-time staff member scheduled to work at least 50% of your department’s standard work schedule.

The amount of College Matching Contributions depends on when you were hired (or rehired).

Date of Hire (or Rehire)	**Full-time Faculty*and Staff**	**Part-time Faculty** per the Faculty Union Contract Agreement	**Eligible Part-time Staff**
Before January 1, 2012	100% of your contributions up to 3% of your pay.	50% of your contributions up to 10% of your pay, resulting in a maximum match equal to 5% of your pay	100% of your contributions up to 3% of your pay.
January 1, 2012 or later	100% of your contributions up to 6% of your pay.		100% of your contributions up to 6% of your pay.

** Special rules apply for certain faculty members who converted from part-time to full-time between 2012 and 2016. Contact the Office of Human Resources for more information.*

Non-elective College Contributions – College "basic" Contributions
Even if you do not make your own Voluntary Contributions—and, therefore, do not receive College Matching Contributions—you automatically receive basic College "basic" Contributions equal to 3% of your base pay if you were hired or rehired at Berklee on January 1, 2012 or later and you are:

- a full-time faculty** or staff member, or
- a part-time staff member scheduled to work at least 50% of your department's standard work schedule.

*** Not applicable for certain faculty members who convert from part-time to full-time January 1, 2012 or later. Contact the Office of Human Resources for more information.*

Limits on Voluntary Contributions
Under federal law, your Voluntary Contributions, including Roth Contributions, cannot exceed specific dollar amounts in any calendar year. These dollar amounts may increase in the future.

Other rules may restrict the maximum amount of Voluntary Contributions as well, especially if you contribute to another employer's retirement plan or to a self-employed retirement plan (such as a SEP-IRA or Keogh).

You are responsible for ensuring that none of the Internal Revenue Code limitations are violated with respect to your contributions under the Plan. You may obtain more information on these limits from the Office of Human Resources.

403(b) Voluntary Contribution Dollar Limit *These amounts my change in the future*		
	Under Age 50	**Age 50 or older in Calendar Year**
2017	$18,000	$24,000

Limits on College Contributions (Matching and Non-elective)
Any portion of your pay that exceeds certain Internal Revenue Code limits may not be recognized for determining College Contributions. This limit may change from time and time.

Taxes on Contributions
Your pre-tax Voluntary, College Matching, and College "basic" Contributions are sheltered from federal or Massachusetts income tax when they are made. These contributions, and their associated investment earnings, if any, are generally taxed with you withdraw them.

For Voluntary Roth Contributions, you pay income tax when you make the contributions to the Plan, but you do not pay any tax on investment earnings—if any— earned on those Contributions if the earnings are paid to you as a "qualified distribution."
Generally, "qualified distribution" is one that is taken (i) no earlier than the fifth calendar year after the year of your first Roth contribution and (ii) after you have attained age 59 1/2,

become disabled, or die.

2. How do I become a Participant?

You will become a "Participant" once any contributions for or by you have started.

The Plan’s administrator, currently Transamerica Retirement Solutions (“Transamerica”) or the Office of Human Resources can instruct you on how to make Voluntary Contributions.

3. May I change or stop my Voluntary Contributions?

You may register you election to change or stop your Voluntary Contributions whenever you wish. Changes you elect apply prospectively to compensation that has not yet been paid to you. Transamerica or the Office of Human Resources can instruct you on how to make changes to your Voluntary Contributions.

4. May I move monies into the Plan from another employer’s retirement plan?

You may make "rollover contributions" from certain other retirement plans to the Plan. In order to do so, you must demonstrate that the contribution is eligible for "rollover" under the Internal Revenue Code. More information about rollovers from other plans is available from Transamerica.

5. How are contributions to the Plan invested?

All contributions, along with any monies you move into the Plan from another employer’s retirement plan, will be invested according to your directions among a number of investment options made available via Transamerica, and approved from time to time by the Berklee College of Music, Inc. Retirement Committee. If you do not provide investment directions, your account will be invested in the qualified default investment alternative selected by the Retirement Committee.

Information concerning the investment options offered under the Plan is from Transamerica.

You are strongly encouraged to read carefully the descriptions and disclosure materials relating to the available investment options before making investment selections.

6. How about TIAA-CREF? VOYA Financial?

In the past, certain accounts at TIAA-CREF were available for you to choose for investment. If you invested with TIAA-CREF under either the Berklee Plan or the former Conservatory Plan your investment remains in those accounts unless you elected to transfer it to another account or—if eligible—you withdrew your monies.

If you participated in the former Conservatory Plan you may still have a portion of your account invested in the Fixed Plus Account III at VOYA Financial. Your balance in this account automatically transfers in 5 annual installments to Transamerica.

7. How do I direct my investments?

Transamerica and TIAA-CREF provide materials that describe the process for directing your investments among the available investment options. In general, you may transfer accumulated amounts among the available investment options within Transamerica and TIAA-CREF. You also may transfer accumulated amounts from TIAA-CREF to Transamerica.

Certain limits on transfers may apply, for example, in the case of "excess trading."

It is important that you read the investment materials carefully before you make any allocation decisions.

The rules governing investments under the Plan apply not only to you, but also to your beneficiaries (should you die) or alternate payees (described later).

Transamerica and TIAA-CREF will send account information directly to you periodically.

8. Who is responsible for investment losses?

The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act as amended ("ERISA"). The Plan offers you and your beneficiaries the opportunity to exercise control over the assets contributed and accumulated on your behalf under the Plan by allowing you to choose from a broad range of investment alternatives, to choose how your assets are invested among those alternatives, and by providing you with information necessary to make informed decisions with respect to the investment options under the Plan and the incidents of ownership that arise from those investments.

The fiduciaries of the Plan, including Transamerica and TIAA-CREF, are obligated (with certain limited exceptions) to comply with your investment instructions. As a result, fiduciaries of the Plan are generally relieved of liability for any losses that are the direct and necessary result of investment instructions given by you or your beneficiary, and you are responsible for investment losses.

9. Are there any investment fees or expenses?

There may be transaction fees or expenses that directly affect your account(s) under the Plan.

Additionally, the funds underlying the investment options you select may themselves pay certain fees to their investment advisors or other service providers. Any such fees or expenses, whether deducted directly from your account or paid indirectly by the investment vendor or underlying funds, effectively reduce the return on your account. While specific information about the expenses incurred by each fund will be automatically provided to you annually, you may obtain this information at any time by contacting Transamerica and TIAA-CREF.

10. What additional information about investments is available?

You may obtain the following additional information concerning the investment options available under the Plan by contacting Transamerica and TIAA-CREF:

- copies of prospectuses, short-form or summary prospectuses, financial statements and reports, and other materials relating to the investment alternatives under the Plan;

- copies of any financial statements or reports, such as statements of additional information and shareholder reports, and of any other similar materials relating to the Plan's investment alternatives to the extent such materials are provided to the Plan;

- a statement of the value of a share or unit in each specific investment alternative as well as the date of the valuation; and

- a list of the assets comprising the portfolio of each investment alternative, the value of such assets (or the proportion of the investment option that it comprises) and, with respect to each asset that is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return of the contract

11. Am I vested in my accumulations under the Plan?

"Vesting" refers to the portion of your accumulations under the Plan that you are entitled to receive when you become eligible for payments. You will at all times be 100% vested in the portion of your accumulations under the Plan attributable to your Voluntary Contributions and College Matching Contributions.

Your accumulations under the Plan attributable to College non-elective (or "basic") contributions will become vested in accordance with the following vesting schedule:

Years of Vesting Service	Vested Percentage
1	0
2	20
3	40
4	60
5	80
6 or more	100

However, you will be 100% vested in such accumulations regardless of the number of your Years of Service if you attain age 65 or if you die while employed by the College. If you leave the employment of the College before you have a 100% vested interest in such accumulations, you will forfeit such non-vested accumulations.

In general, you earn a Year of Vesting Service for each 12-month period, beginning on the date on which you become an employee of the College and on each anniversary of such date, during which you are employed by the College. Years of Vesting Service are recognized for certain employment at The Boston Conservatory.

12. When will I receive benefits under the Plan?

Berklee Employment has Ended

You are entitled to receive your accumulated monies in the Plan when you cease to be employed by the College. Your receipt of these accumulations may be subject to taxes—including a 10% penalty tax—in the year in which you receive your accumulations, unless you roll them over to an individual retirement account ("IRA") or certain other types of eligible retirement plans.

Certain exceptions to the 10% penalty tax may apply, for example, if you are disabled.

Age 59½ or Older; Employed at Berklee

If you reach age 59½, you will be entitled to make withdrawals from your account under the Plan even if you are still employed at Berklee (limits may apply, for example, if you have outstanding 403(b) loans).

Under Age 59½; Employed at Berklee

You may be entitled to make withdrawals from your account while you are employed by the College if you incur a financial hardship, as explained in Question 15 below.

However, your receipt of those accumulations may be subject to taxation, including a 10% penalty tax. Certain exceptions to the 10% penalty tax may apply, for example if you are disabled.

In Case of Your Death

The value of your account will be paid to your beneficiaries when you die, as explained in Question 17 below.

13. How are benefits paid?

Your accumulations under the Plan will be paid as you select in any form available under the terms of your account(s). Transamerica and TIAA-CREF can provide you with a description of the forms of benefit payments available, including single-sum distributions, installment payments, and various annuity options.

14. May I take a loan from my account?

In accordance with the Plan's Participant Loan Policy Statement, which is attached as Appendix A, you may be able to take out a loan from that portion of your Plan account that is invested with Transamerica. If necessary, you may transfer money from TIAA-CREF to Transamerica, and then take out a loan from your account at Transamerica.

You may borrow funds from your Plan account for any reason, but you must pay them back with interest. The amount of the loan is not taxable, provided that the loan is repaid with interest within the agreed-upon time.

Federal law limits the amount of the loan that you may take. Generally, the maximum loan amount available is the lesser of $50,000 or 50% of your total vested interest in the Plan. Loans may also be subject to additional terms and conditions. Other factors can decrease this maximum amount. Contact Transamerica for further information.

15. What if I incur a financial hardship?

While you are still employed by the College, you may withdraw funds from your account under the Plan upon the demonstration of a "financial hardship." A financial hardship is defined under the Plan—per the IRS—as an immediate and heavy financial need arising from:

(a) Tax-deductible medical expenses, not covered by medical insurance, incurred by you, your spouse, or any of your dependents;

(b) Costs directly related to the purchase of a principal residence (excluding mortgage payments);

(c) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse or dependents; or

(d) Payments necessary to prevent eviction from your principal residence or foreclosure of the mortgage on your principal residence.

(e) Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents.

(f) Payment of expenses for the repair or damage to your principal residence that would qualify for a casualty deduction under the Internal Revenue Code.

You will be required to submit written evidence of both the nature and amount of financial need.

The amount you withdraw cannot include any investment return attributable to your Voluntary Contributions. The amount withdrawn will be subject to federal income tax withholding and may be subject to a 10% penalty tax. You may not withdraw an amount that exceeds your current financial need, plus your tax liability on a hardship withdrawal.

If you make a hardship withdrawal, your future Voluntary and College Matching Contributions will be suspended for 6 months, beginning with the payroll period after you receive the hardship withdrawal.

16. When am I required to take a withdrawal or a distribution?

You are required to receive minimum distributions from your account under the Plan by the April 1 following the year you reach age 70½ or, if later, the year you cease to be employed by the College.

In addition, certain court orders, most frequently associated with divorce or marital separation, may require the Plan to make distributions from your account directly to your spouse, former spouse, or other dependents, regardless of whether you have ceased to be employed by the College or are otherwise entitled to payments from the Plan. See Question 20 for more details about such court orders.

17. What happens if I die?

If you die before receiving all of your monies from the Plan and you have designated a beneficiary, your designated beneficiary is entitled to receive the portion of your remaining account value indicated by you.

If you have not designated a beneficiary, payment will be made to certain of tiouyr suriviors or your estate based on state law and the rules affecting your account at Transamerica, VOYA, or TIAA-CREF.

Payments will normally be made to your beneficiary as soon as practicable following your death and completion of the necessary forms.

Be sure to review and update your beneficiary designations. Contact the Office of Human Resources and TIAA-CREF for instructions.

18. May the Plan be amended or terminated?

Although the College expects to continue the Plan indefinitely, it reserves the right to amend or terminate the Plan at any time in its sole discretion, subject to the requirements of existing collective bargaining agreements. Except under limited circumstances, the College may not amend the Plan to deprive any Participant or beneficiary of any benefit to which he or she was entitled, based on contributions, prior to the amendment. In the event that the Plan is terminated, all accounts under the Plan will be 100% fully vested, and may be distributed for the benefit of the retirees and Participants in accordance with the provisions of the Plan.

19. Could I lose my right to benefits under the Plan or could the value of my benefits decrease?

There are circumstances that could cause you to lose your rights to benefit payments or cause a decrease in the value of your benefits under the Plan:

(a) Amounts invested under the Plan are subject to increases or decreases in value depending upon the investment options you choose and the investment performance of those options.

(b) If you stop contributing to the Plan, your benefits will increase only if your account produces net investment income or other investment returns.

(c) If your contributions to the Plan exceed certain IRS limits**,** part of your contributions may be returned to you.

(d) If not enough non-highly compensated employees participate in the Plan, your College Matching and “basic” Contributions may be reduced, if you are highly compensated.

(e) Some investment options may impose surrender charges on certain dispositions of the investments. Any such charges are disclosed in the investment materials provided to you.

(f) Because the Plan is established under Internal Revenue Code section 403(b) to provide tax-deferred annuities to Participants, in the event the Plan were terminated, your benefits are not insured under Title IV of ERISA.

(g) All or a portion of your accumulations under the Plan may be assigned under a "qualified domestic relations order". See Question 20 for more details on these orders.

(h) If you do not keep your current address on file with Transamerica and TIAA-CREF, the payment of your benefits could be delayed.

(i) If you terminate employment with the College and you are not 100% vested in your College “basic” Contributions, you will forfeit your non-vested interest in your accumulations attributable to these Contributions.

20. Are there any other limits on Plan contributions or benefits?

Federal law limits the amount that can be contributed on your behalf under the Plan and certain other retirement plans in which you participate. Some limits apply to the dollar amount that maybe contributed. Under the Plan, contributions may be returned to you in some cases, and you would be subject to current income taxation on such amounts.

You are responsible for ensuring that none of the Internal Revenue Code limitations are violated with respect to your contributions under the Plan. You may obtain information on these limits from the Office of Human Resources.

Your benefits under the Plan may not be assigned or pledged to others and are not subject to the claims of creditors, except in the case of a court order for payments such as alimony, child support and the like that meets the requirements of a "qualified domestic relations order", and as may otherwise be required or permitted by law. To the extent required by such a court order, Transamerica and TIAA-CREF may be required to make payments from your account to alternate payees named in the order.

21. Are there income tax implications to receiving distributions under the Plan?

The rules concerning federal and state income taxation of payments from the Plan are summarized earlier in this document and are complicated.

You are strongly encouraged to seek professional tax advice before receiving any payments or selecting any payment option.

22. What are the procedures for filing a claim under the Plan?

If you believe you are being denied any rights or benefits under the Plan, you (or your duly authorized representative) may file a claim in writing with the College's Retirement Committee. If your claim is denied, in whole or in part, the Committee will notify you in writing. Such notice will be written in a manner calculated to be understood by you and will contain specific reasons for the decision, specific reference to pertinent Plan provisions, and a description of any additional material or information necessary to perfect your claim and an explanation of why that material or information is necessary, information as to the steps to be taken if you wish to submit a request for review and a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse determination upon review. The notice will be given within 90 days after your claim is received by the Plan Administrator (or within 180 days, if special circumstances exist requiring additional time and you received a written explanation for the extension within the initial 90-day period).

A request for review must be made in writing by you (or your duly authorized representative) to the Committee within 60 days after you have received notice of denial. As part of your request, you may submit written issues and comments, documents, records and other information relating to the claim for benefits (regardless of which such information was submitted or considered in the initial benefits determination) to the Committee and review or request copies (free of charge) of pertinent documents. The Committee's decision on review will be given within 60 days (or 120 days if a hearing is held or if other special circumstances exist requiring more than 60 days and written notice of the extension is provided to you within the initial 60-day period) after your request for review has been received. Again, the decision will be in writing. If your claim is denied, such written decision will be written in a manner calculated to be understood by you and will contain the specific reasons for the decision, specific references to pertinent Plan provisions, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of any documents, records and other information relevant to your claim for benefits, and a statement of your right to bring a Civil Action under ERISA Section 502(a).

In order to authorize an individual to represent you with respect to a claim or an appeal, the authorization must be made in writing and delivered to the Office of Human Resources. The authorization must identify the name and address of the individual who will represent you. Upon receiving the letter of authorization, the College and the Office of Human Resources will be entitled to rely on it until the authorization is similarly revoked by you in writing. While an authorization is in effect, an authorized representative will receive a copy of all notices and communications provided under the Plan.

23. What are my rights under ERISA?

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and copies of the latest annual reports (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, copies of the latest annual reports (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the summary of the Plan's annual financial report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

24. What other information do I need to be aware of?

Summary Plan Description	This document is the Summary Plan Description of the Plan.
Plan Name	Berklee College of Music, Inc. 403(b) Retirement Savings Plan.
Plan Year	The Plan Year is the calendar year.
Plan Sponsor	The Plan Sponsor is: Berklee College of Music, Inc. 1140 Boylston Street Boston, MA 02215
Employer Identification Number of Plan Sponsor	04-2300472
Plan Number	002

Plan Administrator	The Plan is administered by: Berklee College of Music, Inc. 1140 Boylston Street MS-855 HR Boston, Massachusetts 02215-3693 (617) 266-1400 Attention: Office of Human Resources/Benefits The Plan Administrator has full discretionary authority to interpret and administer the Plan. Subject to a request for review of denied claims described in Question 22, its decisions are final and binding.
Agent for Legal Process	The agent for service of legal process is: Berklee College of Music, Inc. Retirement Committee 1140 Boylston Street MS-855-HR Boston, MA 02215-3693
Plan Benefits	Under the Plan, accounts described in section 403(b) of the Internal Revenue Code are established by the College with voluntary contributions by employees, matching contributions by the College and non-elective contributions by the College.
Plan Funding	Benefits for the Plan are funded from employee payroll deductions and from matching and non-elective contributions by the College.
Plan Termination Insurance Pension Benefit Guaranty Corporation	This Plan is a defined contribution plan and, accordingly, it is not subject to, nor covered by, federal plan termination insurance.
Employment Rights	Neither the Plan nor this Summary creates an employment contract nor any right to continued employment at the College.
Investment Vendors	Transamerica Retirement Solutions (800) 755-5801 TIAA-CREF (800) 842-2733 VOYA Financial (800) 584-6001

APPENDIX A
Participant Loan Policy Statement

PARTICIPANT LOAN POLICY STATEMENT
for the
Berklee College of Music, Inc.
403(b) Retirement Savings Plan
In effect January 1, 2017

The Berklee College of Music, Inc 403(b) Retirement Savings Plan (the "Plan") permits loans to be made to Participants in accordance with the applicable provisions of the Plan and a required written loan policy statement that sets forth the rules and guidelines for making such loans. This document—as amended or restated from time to time—shall serve as the required written loan policy statement for loans issued as of January 1, 2017. In addition, the college's Retirement Committee may use this document to serve as, or supplement, any required notice of the loan policy to Participants.

This loan policy is intended to comply with all applicable legal and regulatory requirements. Nothing in this loan policy shall be construed to limit Participants' rights under applicable law and regulation.

Under the Plan, the Retirement Committee, or its designate, is authorized to administer the loan program pursuant to this loan policy statement. Such designate shall be referred to as the "Loan Administrator." The Retirement Committee has designated Transamerica Retirement Solutions as the Loan Administrator.

1. **LOAN APPLICATION**. Any Participant may apply to the Loan Administrator for a loan from the Plan. A Participant shall make application for a loan to the Loan Administrator in the manner prescribed by the Loan Administrator for such purposes. Such applications shall specify the amount of the loan desired and the requested duration for the loan.

The Loan Administrator will consider all loan applications within a reasonable time after the Participant makes formal application. The Participant will be required to provide any supporting information deemed necessary by the Loan Administrator, including a financial statement, tax returns and such other financial information as the Loan Administrator may consider necessary and appropriate to determine whether a loan should be granted. The Participant may also be required to authorize the Loan Administrator to obtain a credit report on the Participant.

The Loan Administrator will determine whether a Participant qualifies for a loan, applying such criteria as a commercial lender of funds would apply in like circumstances with respect to the Participant. Such criteria shall include, but need not be limited to, the creditworthiness of the Participant and his or her general ability to repay the loan.

2. LOAN LIMITATIONS. The Loan Administrator will not approve any loan to a Participant in an amount that exceeds a limit established by the Loan Administrator. Notwithstanding, such limit shall not exceed 50% of the Participant's Plan account balance held by the Loan Administrator, and shall comply with limits on loans established by the Plan. In addition . . .

- No loan in an amount less than $1,000 will be granted to any Participant.

- A Participant may not initiate a loan if he or she currently has an Outstanding Loan administered by the Loan Administrator. Solely for purposes of this limit, an active loan with an outstanding balance as of December 31, 2016 that was originally made by the Boston Conservatory Defined Contribution Plan and subsequently merged into the Plan as of January 1, 2017 shall not be considered as an Outstanding Loan.

3. EVIDENCE AND TERMS OF LOAN. The Loan Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, providing for interest at a commercially reasonable rate. The extent permitted by applicable law or regulation, the Participant my sign the promissory note electronically.

The loan must provide for at least quarterly payments under a level amortization schedule.

The Loan Administrator will fix the term for repayment of the loan in accordance with the Participant's election. Notwithstanding, such term may not be greater than five years, unless the loan qualifies as a "home loan." A home loan is a loan used to acquire a dwelling unit that, within a reasonable time, the Participant will use as a principal residence. The Loan Administrator may fix the term for repayment of a home loan, in accordance with the Participant's election, for a period not greater than 10 years.

Participant loan repayments shall be made in the manner prescribed from time to time by the Loan Administrator.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note.

4. SECURITY FOR LOAN. The Plan requires that the Participant provide adequate security before a loan is granted.

5. MILITARY SERVICE. Nothing in this loan policy shall be construed to limit Participants' rights under the Uniformed Services and Reemployment Rights Act ("USERRA"), the Service Members Civil Relief Act ("SSCRA"), or any other applicable law or regulation. If a Participant ends his or her employment with the college or takes a leave of absence from the college because he or she is performing services in the uniformed military services, the Loan Administrator shall, upon the Participant's request:

- suspend the requirement of loan repayments for a period that ends no later than the scheduled term of the loan plus the period of military service; and/or
- limit the loan rate of interest as required by USERRA or any other applicable law or regulation.

The Loan Administrator may require documentation from the Participant regarding military service.

If the Participant's loan repayments are suspended he or she remains responsible for interest accrued during the period of suspension.

6. DEFAULT. The Loan Administrator will treat a loan in default if:

- Any scheduled payment remains unpaid beyond such date as determined from time to time by the Loan Administrator; or
- The Participant knowingly and willfully makes or furnishes any false representation or statement to the Loan Administrator or the Plan that materially affects the loan.

If a loan is in default, the Loan Administrator shall offset the Participant's account balance by the outstanding balance of the loan to the extent permitted by law. The Loan Administrator will treat the note as repaid to the extent of any permitted offset. Pending final disposition of the note, the Participant may remain obligated for any unpaid principal and accrued interest.

A Participant who defaults on a loan will not be eligible to receive another loan under this loan policy statement for 12 months after the default.

7. OTHER. The Retirement Committee may amend this loan policy statement from time to time.

Nothing in this loan policy restricts Berklee College of Music, Inc.'s right to terminate the Plan in accordance with the applicable provision of the Plan.