## **Summary Plan Description**

The J. Paul Getty Trust

**Employee Investment Plan (EIP) and** 

Defined Contribution Retirement Plan (DCRP)

Getty

Human Resources
1200 Getty Center Drive
Los Angeles, CA 90049-1681
310.440.6523

HR@getty.edu

## **Table of Contents**

INTRODUCTION	1
OVERVIEW OF THE EMPLOYEE INVESTMENT PROGRAM	1
ELIGIBILITY AND PARTICIPATION	2
Who Is Eligible	
When Participation Begins	
DESIGNATING A BENEFICIARY	
HOW THE EMPLOYEE INVESTMENT PROGRAM WORKS	
THE EMPLOYEE INVESTMENT PLAN (EIP) ACCOUNT	Δ
How Much You Can Contribute	
Example of Tax Advantages for Before-Tax Contributions	
Changing or Stopping Your Contributions	
Annual Automatic Increase of Contributions	
Rollover Contributions	<i>6</i>
Vesting	
THE DEFINED CONTRIBUTION RETIREMENT PLAN (DCRP)	
THE MATCH ACCOUNT	
THE NON-ELECTIVE CONTRIBUTION ACCOUNT	
NONDISCRIMINATION TESTS	9
INVESTING YOUR ACCOUNTS	9
Investment Choices	9
Your Investment Strategy	
OBTAINING YOUR ACCOUNT BALANCE	
CHANGING YOUR INVESTMENTS	
ROTH IN-PLAN CONVERSION	
Empower (formerly Prudential Retirement)	
WITHDRAWALS FROM THE EIP ACCOUNT WHILE A GETTY EMPLOYEE	12
Hardship Withdrawals	
Additional Tax on Hardship Withdrawals	13
Age 59 ½ Lump Sum or Partial Withdrawal	
CORONAVIRUS-RELATED TRANSACTIONS	
General Purpose Loans	
RECEIVING YOUR ACCOUNT BALANCES	17
Balances Less Than or Equal To \$5,000	17
Balances More Than \$5,000	
REQUIRED MINIMUM DISTRIBUTIONS	
REQUESTING A DISTRIBUTION	
TAXES ON YOUR ACCOUNT BALANCE	
Additional Tax on Early Payments	19

Making Your Decision	20
IMPORTANT INFORMATION	20
CONTINUING THE PLANS	20
LOSING THE RIGHT OR VALUE OF BENEFITS	20
Special Rules for "Top-Heavy" Plans	21
Assignment of Benefits	21
ADMINISTRATIVE INFORMATION	22
YOUR RIGHTS AS A PLAN MEMBER	23
RECEIVE INFORMATION ABOUT YOUR PLANS AND BENEFITS	23
PRUDENT ACTIONS BY PLAN FIDUCIARIES	
ENFORCE YOUR RIGHTS	24
If You Have Questions	24
Claims and Appeals Procedures	25
STATEMENTS	27
APPENDIX A – HOW TO COMPLETE TRANSACTIONS THROUGH VANGUARD	28

#### INTRODUCTION

This document is the Summary Plan Description (SPD) for the J. Paul Getty Trust Employee Investment Plan and Defined Contribution Retirement Plan.

If there is any conflict between this SPD and the Plan documents, the Plan documents will govern. This SPD supersedes any previously issued SPDs or booklets describing the above-mentioned plans. This SPD is not intended as a contract and should not be construed as creating contractual obligations. Furthermore, the plan is not an employment contract and does not afford any employee the right of continued employment. All benefits are subject to change solely at the discretion of Getty.

You should read this SPD carefully and keep it with your other important benefit information for future reference. If you have any questions about the program that are not answered in this booklet, please call Getty Human Resources at 310.440.6523 or send an email to <a href="https://example.com/HR@getty.edu">HR@getty.edu</a>.

#### OVERVIEW OF THE EMPLOYEE INVESTMENT PROGRAM

The J. Paul Getty Trust provides employees with The Employee Investment Program, which is designed to help employees save toward retirement.

This program gives employees a way to save before-tax dollars and/or after-tax dollars, as well as the opportunity to:

- · Receive a contribution from Getty;
- Invest the money in your plan accounts so they may grow, tax-deferred;

The Employee Investment Program consists of two plans:

- The Employee Investment Plan (EIP)And -
- 2) The Defined Contribution Retirement Plan (DCRP).

The **Employee Investment Plan (EIP)** is governed by Internal Revenue Code Section 403(b).

Employees can make the following contributions under the EIP:

- 1) Before-tax contributions
- 2) After-tax Roth contributions
- **3)** A combination of the two \*Total contributions cannot exceed the year's IRS-regulated contribution limit.

The **Defined Contribution Retirement Plan (DCRP)** is governed by Internal Revenue Code Section 401(a) and may contain the following accounts:

1

- 1) The Match Account, which holds Getty's contributions that match the contributions you make to the EIP, up to 5% of your base pay,
- **2)** The Non-Elective Contribution Account, which holds Getty's Non-Elective Contribution.

Different rules apply to the EIP and DCRP accounts:

- You may select different investments for each account and must do so separately.
- Your own contributions (to the EIP) always belong to you (you are always 100% vested), while you earn a right to Getty's contributions over three years of credited service.
- Hardship withdrawals and general purpose loans are permitted from the EIP Account [403(b)], but not from the other accounts.

Throughout this document, the term "Earnings" refers to the amount of your base salary plus overtime payments and lump sum payments in lieu of salary increases, including payroll deductions for health care coverage, Flexible Spending Accounts and EIP contributions. Bonuses, other lump sum payments, other allowances, such as relocation allowance payments, and similar payments are not considered part of your base earnings for determining how much you may contribute or in calculating Getty's contributions.

For all purposes under the plan, the maximum amount allowed to be recognized as "Earnings" is the annual compensation limit set by the IRS.

#### **ELIGIBILITY AND PARTICIPATION**

## Who Is Eligible

You are eligible to participate in the Employee Investment Program on the first day you are an employee of the J. Paul Getty Trust. You are not eligible if you are a leased employee.

New employees are automatically enrolled in the Employee Investment Plan 30 days after being notified.

You may participate in the Defined Contribution Retirement Plan (DCRP) in two ways:

- 1) When you participate in the EIP by deferring compensation, Getty makes a matching contribution up to a maximum of 5% of your earnings on your behalf, which is held in the Match Account.
- 2) Whether you're deferring to the EIP or not, Getty makes a non-elective contribution on your behalf which is held in the Non-Elective Contribution Account.

You are **not** eligible to participate in the DCRP if:

- You are a leased employee
- You are not a U.S. resident and are covered by a foreign retirement system to which Getty contributes
- You are covered by a collective bargaining agreement that does not provide for your participation in the DCRP.

You are eligible to receive contributions to the Non-Elective Contribution Account if:

- Either -
  - when hired, you are expected to complete at least 1,000 hours of service during any consecutive 12-month period beginning on your date of hire or any January 1 thereafter
- Or -
  - you have completed 1,000 hours of service during any such a consecutive 12-month period.

## When Participation Begins

#### **Automatic Enrollment**

If you were hired on or after January 1, 2009, you are automatically enrolled in the EIP with a before-tax contribution of 5% of your earnings after a 30-day notice period. Your 5% contribution will be reflected in your paycheck, as soon as administratively possible, following 30 days of employment.

You are able to increase or decrease your contribution percentage at any time. During the notice period, you will be able to change your contribution percentage, or if you don't want to enroll, you will be able to opt out of the automatic enrollment. You can also elect to enroll immediately, rather than wait for the 30-day notice period.

Note: To be eligible to receive the full 5% match to the DCRP, you must be contributing 5% or more of your pay to the EIP.

#### **Your Election to Enroll**

If you are not already enrolled or opt out of the automatic enrollment, employees can enroll in the EIP at any time.

To enroll or to change your contribution at any time, log on to Vanguard's website, <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>, or call Vanguard at 800.523.1188. To receive the full 5% match to the DCRP, you must be contributing 5% or more of your pay to the EIP.

## Designating a Beneficiary

When you join the plan, you will be asked to name your beneficiary. A beneficiary is the person(s) or organization you name to receive your account balances if you die

before receiving them. A beneficiary must be separately designated for both the Employee Investment Plan and the Defined Contribution Retirement Plan. If you are married and name a beneficiary other than your spouse, your spouse's notarized consent is required. If you die and you don't have a Beneficiary Designation on file, Vanguard will determine to whom the distribution of your account will be made in accordance with regulatory and legal requirements. You may change your beneficiary at any time by logging on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>. For instructions, refer to Appendix A.

#### HOW THE EMPLOYEE INVESTMENT PROGRAM WORKS

As noted previously, the Employee Investment Program includes two plans:

- 1) the EIP, which holds the employee contributions; and
- 2) the DCRP, which holds Getty's contributions to the Match Account and the Non-Elective Contribution Account.

#### The Employee Investment Plan (EIP) Account

**The EIP Account**, which holds your before-tax payroll contributions or after-tax Roth payroll contributions, is authorized under Section 403(b) of the Internal Revenue Code. Contributions may only be made through payroll deductions. For before-tax payroll contributions, you do not pay federal and state income taxes on the amount you contribute or earnings on those amounts, until the money is withdrawn or distributed. Those contributions, however, are subject to Social Security (FICA) taxes.

For after-tax Roth contributions, state and federal tax withholding are applied before that contribution is made. However, if you take a withdrawal before age 59½, tax on the earnings will be due when the money is withdrawn or distributed. Your contributions are deposited in the investment funds you have chosen or in the default investment fund, if you have not made a selection. No match or non-elective contributions are made to the Roth account.

#### **How Much You Can Contribute**

The IRS sets limits on the minimum and maximum amounts you can contribute to your EIP in a calendar year. Contribution limits are based on the calendar year in which the paycheck from which your contributions are made is issued. Go to <a href="https://www.gettyhr.com">www.gettyhr.com</a> for the current year limits.

If you elect the after-tax Roth contributions, those are part of the total contributions that cannot exceed the year's contribution limit. If you are age 50 or older before the end of the current calendar year, you may contribute an additional "catch-up" amount.

Example maximum contribution in one calendar year:

2024 EIP Account	
<u>Age</u>	Maximum Contribution
49 or younger	\$23,000
50 or older	Additional \$7,500 (total of
	\$30,500)

Contribution limits may change annually as directed by the IRS. Employees receive notification via email with updated contribution limits each year.

If you are not sure how much you can afford to contribute, use the Paycheck Modeler found on the home page of Employee Self Service (ESS).

#### Example of Tax Advantages for Before-Tax Contributions

Suppose your base salary is \$60,000 a year and the maximum you can contribute based on IRS regulations is \$23,000 in the current calendar year if you are 49 or younger. Because you are contributing \$23,000 on a before-tax basis, your annual taxable income is \$37,000:

\$60,000	Base Salary
\$23,000	Maximum Contribution
\$37,000	Annual Taxable Income

By making EIP contributions on a before-tax basis, you defer federal and, in many states, state income taxes. These taxes will be based on \$37,000 in earnings, not \$60,000. However, Social Security (FICA) taxes are not affected. So, when you retire, there's no effect on your Social Security benefits. Tax benefits apply to the paycheck date from which any contribution is made.

## **Changing or Stopping Your Contributions**

You may change or stop your contribution any time by calling Vanguard at 800.523.1188 or logging on to their website at <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>. For instructions, refer to Appendix A.

Your contributions will change or stop as of the first or second pay period after your request is processed. If you stop your contributions, you must contact Vanguard when you want to restart your contributions, by calling Vanguard at 800.523.1188 or logging on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>.

#### **Annual Automatic Increase of Contributions**

As of July 1, 2021, if your contributions are set as a percentage of your pay (as opposed to a flat dollar amount) and you are contributing less than 10% of your pay, including both pre-tax and after-tax Roth contributions, your pre-tax contribution rate

will be increased by one percentage point each year until you reach 10% in pre-tax contributions. The automatic increase will be applied to your pre-tax contribution rate only, not your Roth contribution rate. The annual increase will occur as soon as administratively possible on or near July 1 of each calendar year. You are able to elect not to have your contribution rate increased. You may also elect an automatic annual increase of contributions on your own. To set your own or opt out of the automatic increase, log on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>.

#### **Rollover Contributions**

The EIP will accept rollovers from certain types of other retirement plans, if you provide acceptable information. If you participated in a previous employer's 401(k) or 403(b) plan, or a 457(b) plan of a governmental employer, you may be able to roll those accounts into Getty's 403(b) account. You may also have an individual retirement account (IRA) consisting solely of funds from such a plan of a former employer, which may also be eligible to roll over into Getty's 403(b) account. A SIMPLE or SEP IRA may also be eligible to roll over into the 403(b) account. Certain other restrictions may apply.

#### You **cannot** roll over:

- A distribution that is paid to you in installments for a period of 10 years or more, for your life expectancy, or your and your beneficiary's joint life expectancy;
- A required minimum distribution paid to you when you reach age 73 or older;
- An amount you received as a hardship withdrawal or as a plan loan; or
- Amounts that represent refunds of excess contributions, excess deferrals, or amounts in excess of IRS limits.

For instructions on rolling over funds, refer to Appendix A. Make sure that either you request a *direct rollover* from the previous plan, or you roll over your distribution within 60 days from the date on the check you receive from the other plan. Otherwise, your distribution will not be eligible for a rollover and could become taxable to you.

#### Vesting

Vesting is the nonforfeitable right to receive benefits from the program. The contributions you make to your EIP Account are always vested and belong to you. You are also always fully vested in any rollover contribution you make under the program.

## The Defined Contribution Retirement Plan (DCRP)

This plan contains Getty's contributions and consists of two components:

1) The Match Account, which holds Getty's matching contributions, is authorized under Section 401(a) of the Internal Revenue Code. Getty matches your

- contributions to the EIP Account, up to 5% of your earnings on a pay period basis. This means for every dollar you contribute, Getty contributes one dollar, up to a maximum of 5% of earnings each payroll period.
- 2) The Non-Elective Contribution Account holds Getty's non-elective contribution for eligible employees. Getty contributes 6% of eligible earnings you earn each payroll period, if your salary is no more than the Social Security Wage Base. If your salary is greater than the Social Security Wage Base, the contribution is 6% of your salary up to the Social Security Wage Base, plus 10% for earnings above the wage base, up to the IRS compensation limit.

#### The Match Account

Getty will match each dollar you put into your EIP Account up to 5% of your eligible earnings. The matching contribution is computed each pay period and wired to your account with Vanguard. Getty's match is a before-tax contribution.

Getty also makes a "true-up" match each year. A "true-up" match ensures that you receive the maximum employer match if your contributions for the calendar year are equal to or more than the employer match. Any participant who is still employed with Getty as of December 31st and who has contributed to the plan during the year as noted above is eligible for the "true-up" match.

To determine whether a "true-up" is needed, at the end of the year, Getty will look back at your total contributions as a percentage of your total eligible earnings. If your contributions qualify for any match that you didn't receive on a per pay period basis, Getty will add money to match your contributions. This should result in a participant receiving a full match on their contributions for the year. Any additional contributions will be made as soon as administratively possible following the end of the year.

After-tax Roth contributions are also matched by Getty and are subject to the same limitations as before-tax contributions. The total match amount is based on the combined pre-tax plus after-tax Roth contributions.

#### The Non-Elective Contribution Account

If you meet the eligibility requirements as described on page 2, Getty will make a contribution on your behalf in the amount of:

- Six percent (6%) of your earnings to the extent that it does not exceed the Social Security Wage Base,
  - -AND-
- Ten percent (10%) of your earnings that are in excess of the Social Security Wage Base and less than the IRS compensation limit.

The Social Security Wage Base and IRS compensation limits may change annually.

#### Vesting

The contributions you make to your EIP Account always belong to you.

You "vest in," or earn a right to the Match Account and Non-Elective Account, over time, depending on your years of service.

A year of service is a calendar year in which you have completed at least 1,000 hours of service. Hours of service are calculated based on the payroll schedule and apply to the calendar year in which the paycheck date falls. Your vesting depends on the number of years where you achieve 1000 hours of service, not the number of years you participate in the EIP. Your hire date/anniversary date are **not** used to calculate your vesting.

You will fully vest in the Match and Non-Elective Contribution Accounts after you have had three (3) calendar years where you had 1000 hours of service, based on the paycheck dates for each calendar year.

As of January 1, 2014, the vesting schedule is as follows:

Years of Service You Have Completed	Vesting Percentage
0 – 1	0%
2	0%
3	100%

You will automatically vest in the Match and Non-Elective Contribution Accounts if you reach age 65 while still employed at Getty, if you die while still employed at Getty, or if you become totally and permanently disabled and are eligible to receive benefits under Getty's Long Term Disability Plan and are not performing any duties for Getty.

#### If You Leave and are Rehired

If you leave Getty and you have a break in service that does not exceed five years, and you are rehired, your previous years of service will be restored for purposes of vesting in the Match Account or the Non-Elective Contribution Account.

If you forfeit funds in the Match Account and/or the Non-Elective Contribution Account when you leave Getty because you are not fully vested in the DCRP at that time, and you are then rehired after a break in service that does not exceed five years, the forfeited amount(s) will be restored to your account. The restoration will occur as soon as administratively possible after your rehire date.

A break in service includes each calendar year in which you have less than 500 hours of service.

#### **NONDISCRIMINATION TESTS**

In order to satisfy IRS rules, the Employee Investment Program must periodically undergo nondiscrimination tests to ensure that highly paid employees, as defined by the IRS, are not benefiting disproportionately under the Program.

If the Program or any portion thereof fails these tests, the matching contribution level for highly paid employees might have to be reduced. You will be notified if this applies to you.

#### INVESTING YOUR ACCOUNTS

You decide how you want all your account balances to be invested.

#### Investment Choices

The EIP Account, the Match Account and the Non-Elective Contribution Account have a variety of investment options to choose from. For a list of fund choices, log on to the Vanguard website, <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>. For instructions, see the "Fund Choices" section of Appendix A.

If you do not select an investment option, your contributions will be invested automatically in the Target Retirement Fund determined by your age at enrollment. You can change your investment direction at any time by calling Vanguard at 800.523.1188 or logging on to the Vanguard website, <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>. For instructions, see the "Fund Allocation Change" section of Appendix A.

As of October 1, 2018, participants are no longer permitted to direct contributions to the Empower (formerly Prudential Retirement) funds, and the Empower funds are no longer available to new participants. (See "Empower" section on page 11.)

## Your Investment Strategy

The amount of retirement savings you'll receive from the Program depends on how you invest your account balances, how your investments perform over time, and when you take distributions. In making your investment decisions, only you can determine your own financial objectives and your tolerance for risk.

Vanguard's website, <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>, has a broad range of planning tools and learning resources to help you manage various aspects of your retirement savings. You can also call Vanguard at 800.523.1188 for help.

A prospectus for each Vanguard fund is available from Vanguard's website at <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> or you may request one by calling Vanguard at 800.523.1188. For a prospectus for non-Vanguard funds, you must request one by

calling Vanguard at 800.523.1188. Read the prospectus carefully before making an investment choice. Any applicable investment fees plus expenses will be disclosed in each prospectus.

The Employee Investment Program is designed to satisfy section 404(c) of the Employee Retirement Income Security Act ("ERISA") and title 29 of the Code of Federal Regulations Section 2240.404(c)-1. As such, the program offers you the opportunity to exercise control over your Employee Investment Plan Account, your Match Account and your Non-Elective Contribution Account by allowing you to:

- a) select from a broad range of investment choices;
- b) determine the manner in which these assets will be invested; and,
- c) receive and access information necessary to make informed decisions with respect to the investment options under the plan.

The fiduciary of the program (The J. Paul Getty Trust) is obligated, with certain exceptions, to comply with these instructions. As a result, the fiduciary of the program is generally relieved of liability for any losses which are the direct and necessary result of investment instructions given by you or your beneficiary.

Any proxy voting or similar rights applicable to your EIP accounts may be passed on to you; consult the investment information for each fund.

### Obtaining Your Account Balance

You can obtain your current account balance by logging onto Vanguard's website at <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a>, or by calling Vanguard at 800.523.1188.

Each quarter you will receive a statement that indicates the balances of your Accounts. You may choose to have these statements delivered to you electronically. The statement also shows the funds in which your accounts are invested. You can also find the daily price of the Vanguard Funds in most major newspapers, on Vanguard's website at <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> or by calling Vanguard at 800.523.1188.

Quarterly statements, prospectuses, and other plan literature are mailed to your home address. However, you may elect to receive these documents via email. To do so, log on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> > Profile > Communication.

## Changing Your Investments

The Program gives you the flexibility to change your investments at any time to suit your personal investment goals.

You may move your account balances among the available funds at any time by logging on to Vanguard's website at <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> or by

calling Vanguard at 800.523.1188. Certain funds may require transaction fees; refer to each fund's prospectus before investing. For instructions, refer to Appendix A.

Transfers will be made according to Vanguard's trading rules for the Program. In general, transfers made weekdays by 1:00 p.m. PST will be processed the same day at the day's share price; transfers made after 1:00 p.m. will be processed the next day at the next day's share price. Transfers are not processed on Saturdays, Sundays, or holidays.

#### Roth In-Plan Conversion

A Roth in-plan conversion allows you to convert a portion of your pre-tax retirement assets, in the Employee Investment Plan only, into after-tax Roth assets. This strategy may potentially generate some tax-free income in retirement.

It's important to understand that a Roth in-plan conversion is not reversible and that the converted amount will be taxable income in the year of conversion. For example, if you execute a Roth in-plan conversion in 2024, the associated taxes on the converted amount will be due when you file your 2024 tax return. In addition, you must wait five years after each conversion before withdrawing those converted funds, or you will incur penalties.

For instructions on making a Roth in-plan conversion, refer to Appendix A. Remember that a Roth in-plan conversion is a complex financial decision with significant tax implications. Consulting a tax or financial advisor is strongly recommended to ensure you understand the potential benefits and drawbacks of this strategy as it relates to your specific financial situation.

## Empower (formerly Prudential Retirement)

As of October 1, 2018, participants are no longer permitted to direct contributions to funds at Empower (formerly Prudential Retirement). If you have a balance in a fund at Empower, certain special rules apply to you:

- Hardship withdrawals, loans and certain in-service withdrawals are not permitted.
- If you are still employed and have an account with Vanguard, you can transfer money from the funds at Empower to the Vanguard funds (subject to vendor restrictions) at any time. Certain transfer restrictions may apply. Contact Empower at 800.338.4015 for details.
- Upon leaving Getty, you have different payout options from the Empower funds than from the Vanguard funds (see "Receiving Your Account Balances," beginning on page 17).

# WITHDRAWALS FROM THE EIP ACCOUNT WHILE A GETTY EMPLOYEE

The goal of the Employee Investment Program is to help you create long-term security. The law permits you to defer taxes until retirement. The longer you participate in the program, the more opportunity you have for investment growth. Usually, the money in your accounts is paid out when you retire, become disabled, end your employment with Getty, or die. However, while you're actively employed, you may be eligible to take:

- A withdrawal of your contributions to the EIP Account to meet a financial hardship;
- A general purpose loan from your EIP account; or
- A lump sum withdrawal at age 59 ½ of all or part of the amount in the EIP Account.

Please note that only your EIP Account is available for any of these types of withdrawals under the Plan – not your Match Account nor your Non-Elective Contribution Account. General purpose loans are limited to 50% of your EIP account or \$50,000, whichever is less. This limit is reduced by the amount of your highest outstanding loan balance during the previous 12 months. The money in your other accounts is not available for withdrawal while you are employed by Getty. Please see the section titled "Receiving Your Account Balances" for more information on the availability of your Accounts when you leave Getty.

Certain withdrawals were temporarily permitted under the CARES Act. For specific information on these changes, refer to the section titled "Coronavirus-Related Transactions."

## Hardship Withdrawals

The IRS permits a *hardship withdrawal* only if you experience an immediate and heavy financial need and other resources are not available to meet the need. A "hardship" generally means you have a financial need on account of:

- Payment of tax-deductible medical expenses for you, your spouse, children, or dependents;
- Payment of tuition, related educational fees, and room and board for the next 12 months of post-secondary education for you, your spouse, children, or dependents;
- Purchase of your principal residence (excluding mortgage payments);
- Need to prevent eviction from, or foreclosure on, your principal residence;
- Payment for burial or funeral expenses for your deceased parent, spouse, child or other dependent as defined by the IRS:

- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under IRC Section 165; or
- Expenses and losses (including loss of income) incurred on account of a disaster declared by the Federal Emergency Management Agency (FEMA).

Hardship withdrawals are subject to the following restrictions:

- You may only withdraw amounts as a hardship withdrawal if sufficient funds to alleviate the hardship are not available to you from other sources, and you must inform Vanguard in writing that you do not have funds available to you from other sources to satisfy this need;
- You may only withdraw money from your contributions of the EIP Account, not your Match Account nor your Non-Elective Contribution Account;
- You may not withdraw any earnings credited to your EIP Account after 1988.

For instructions on how to request a hardship withdrawal, refer to Appendix A. When you contact Vanguard, you will be asked to indicate the amount you want to withdraw, the reason for the withdrawal and whether the withdrawal is for contributions made before or after 1988. You must certify to Vanguard that you have insufficient funds or other liquid assets available to support your request.

Keep in mind that hardship withdrawal requests can be denied. Your request must be approved by Vanguard. Your withdrawal will be processed as soon as administratively possible, usually within 30 days. There will be a \$100 fee deducted from your EIP account for each hardship withdrawal.

Certain withdrawals were temporarily permitted under the CARES Act. For specific information on these changes, refer to the section titled "Coronavirus-Related Transactions."

## Additional Tax on Hardship Withdrawals

In addition to normal tax withholdings, the IRS requires you to pay an extra 10% federal penalty tax and California requires you to pay an extra 2.5% penalty tax on any funds you withdraw while actively employed before you reach age  $59 \, \frac{1}{2}$ , unless you use the money to pay for certain tax-deductible medical expenses. These penalties may not apply if the withdrawal is due to your total disability.

It is important to consult your tax advisor when considering a hardship withdrawal.

## Age 59 ½ Lump Sum or Partial Withdrawal

If you're an active employee age 59 ½ or older, you may apply to receive a total or partial lump sum distribution of the amount in your EIP account. The Match Account and the Non-Elective Contribution Account balances are not available while employed

unless you become disabled. For instructions on how to apply for this withdrawal, refer to Appendix A.

If you request an in-service withdrawal after age 59  $\frac{1}{2}$ , your request will not affect your continued participation in the Employee Investment Program.

Certain withdrawals were temporarily permitted under the CARES Act. For specific information on these changes, refer to the section titled "Coronavirus-Related Transactions."

#### Coronavirus-Related Transactions

The CARES Act, passed in 2020, included key provisions for individuals affected by COVID-19 that were in effect during 2020 only. An "affected individual" is defined as someone:

- 1. Who is diagnosed with COVID-19 by a CDC-approved test,
- 2. Whose spouse or dependent is diagnosed with COVID-19 by a CDC-approved test, or
- 3. Who experiences adverse financial consequences as a result of being quarantined; being furloughed, laid off, or having work hours reduced as a result of COVID-19; being unable to work due to lack of child care due to COVID-19; closing or reducing hours of a business owned or operated by the individual due to COVID-19; or other factors as determined by the Treasury Secretary.

**Coronavirus-Related Distributions.** Special withdrawals were permitted for those affected by COVID-19. These withdrawals were available only from January 1, 2020, through December 30, 2020, and were available to all participants, whether or not they were actively employed. Such individuals were eligible to take a withdrawal of up to \$100,000 total from the EIP.

If you were younger than age 59½ when you took such a distribution, the 10% federal penalty tax that usually applies would have been waived. The taxes you would owe on this withdrawal may be spread over a three-year period (we encourage you to seek the advice of a tax specialist regarding this taxation). In addition, you may avoid taxes on the distribution if you're able to put the money back into your account within three years. This type of withdrawal is not subject to a mandatory 20% withholding for taxes. Instead, 10% would have been automatically withheld. If you wanted, you could have waived this withholding entirely. The distribution fee that Vanguard typically charges for withdrawals was waived for this coronavirus-related withdrawal.

You did not need to prove you had been impacted when requesting the withdrawal, but you may be required to offer proof later.

**Coronavirus-Related Loans.** If you were affected by COVID-19, you were permitted to request a loan from the EIP for up to \$100,000 or 100% of your account balance, whichever was less. This is double the usual amount allowed. The loan origination fee that Vanguard usually charges was waived for these loans. These loans were available only from March 27, 2020, through September 22, 2020, and were only available to participants who were actively employed at the time of the loan request.

You did not need to prove you had been impacted when requesting the withdrawal, but you may be required to offer proof later.

**Relief for those paying back loans.** Participants who had existing loans from the EIP and had been affected by COVID-19 were permitted to suspend their loan payments for up to a year. Such individuals have an extra year to pay back these loans once their payments resume.

This option was available only from March 27, 2020, through December 31, 2020, and was only available for participants who were actively employed at the time of the suspension request.

You did not need to prove you had been impacted when requesting this relief, but you may be required to offer proof later.

**Required Minimum Distributions (RMDs).** Required Minimum Distributions are required for some terminated employees. Please see "Required Minimum Distributions," below, for information about any distributions you may be required to take.

However, under the CARES Act, RMDs were waived for 2020 for both participants and beneficiaries taking RMDs. This waiver applied to those who had already begun receiving RMDs as well as those who were required to take their first RMD in 2020.

You may have been affected if you fell into one of these categories:

- Participants who had already received their first RMD in 2020: You would have received direction from Vanguard as to how you could have rolled over the proceeds of your RMD to a qualified plan or IRA (Individual Retirement Account), if you chose.
- Participants who received their first RMD prior to 2020 and were scheduled to receive their next RMD payment before the end of 2020: If you did not wish to receive your RMD in 2020, you need to have contacted Vanguard by calling 800.523.1188.
- Participants who have not yet received an RMD but would typically have been required to start RMDs in 2020: New RMD payments were not

established for 2020. Vanguard established RMDs for such participants beginning in 2021.

#### General Purpose Loans

If you are enrolled in the Employee Investment Plan (EIP) and have an account balance with Vanguard, you may apply for a general purpose loan. There are many advantages to taking a loan from the plan rather than requesting a hardship withdrawal. This option has been made available, and you may prefer it because:

- You are not responsible for income tax or early withdrawal penalties on any amounts you borrow from your EIP Account as long as you pay back the loan in accordance with Plan rules, and
- You have an automatic plan on how your retirement savings will be replenished even though you temporarily need the funds now.

There are a number of rules and procedures governing general purpose loans. Generally,

- The minimum loan is \$1,000 and only one loan may be taken at a time;
- The maximum loan that is permitted to be outstanding at any time is 50% of your EIP account or \$50,000, whichever is less. This limit is reduced by the amount of your highest outstanding loan balance during the previous 12 months;
- You must repay the loan through automatic payroll deductions. Repayment terms include:
  - A maximum repayment period of 5 years (15 years if the loan is for the purchase of a primary residence), and
  - o Interest on the loan based on the prime rate plus 1% at the time your loan is processed.
- The amounts deducted from your paycheck to repay the loan are processed on an "after-tax" basis. This means all tax withholding is determined *before* reducing your pay for the repayment.
- You are responsible for the fees associated with administering the loan.
   Currently, there is a one-time application fee of \$100 (\$50 if you initiate the loan through Vanguard.com or VOICE Network) and an annual maintenance fee of \$25.

For instructions on how to request a loan, refer to Appendix A. Your loan will be processed as soon as administratively possible, usually within 30 days.

For loans related to the coronavirus, refer to the section titled "Coronavirus-Related Distributions."

#### RECEIVING YOUR ACCOUNT BALANCES

You have the right to receive 100% of your EIP Account balance (your contributions adjusted for earnings and losses) if you leave Getty for any reason. You also have the right to receive the vested portion of your Defined Contribution Retirement Plan balance. The amount of the payment from the Program will be based on the value of your vested account(s) under each fund as of the day your written request is processed by Vanguard or Empower (formerly Prudential Retirement).

If you have any outstanding general purpose loans when you terminate employment, your actual distribution from your EIP Account will be reduced to reflect a "deemed" payment of any remaining amounts due under the terms of the loan, if you do not repay the loan in full from other sources within the time period specified in the Loan Policy. Please note that since you did not pay income taxes on the funds when you took out your loan, you will be responsible for income taxes on any amounts "deemed" paid to the Plan at the time you receive your distribution. In other words, any remaining loan balance not repaid at the time of your termination of employment will be treated as a distribution and you will be responsible for taxes and, possibly, penalties on that amount.

Your vested account balances will be paid to you (or to your beneficiary, if you die) as soon as administratively possible after the request for payment is made.

## Balances Less Than or Equal To \$5,000

After you leave Getty, Vanguard will contact you regarding payout options for balances less than or equal to \$5,000. For this purpose, your balance will include the value of any outstanding loan balances that are "deemed" paid as discussed above.

Account balances more than \$1,000 but not more than \$5,000 will be automatically rolled over into an Individual Retirement Account (IRA) with Vanguard unless you: 1) elect to receive a lump sum payment; 2) roll your funds over into another qualified plan or IRA; or 3) elect to receive periodic installments until your entire account balance has been paid. If rolled to an IRA with Vanguard, as required by law, this account will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity.

Account balances that are \$1,000 or less will be paid to you in a taxable lump sum payment unless you: 1) elect to receive a lump sum payment; 2) roll your funds over into another qualified plan or IRA; or 3) elect to receive periodic installments until your entire account balance has been paid.

## Balances More Than \$5,000

If your balance is more than \$5,000, you can choose to receive it under the following methods:

**Vanguard-Held Fund(s).** Your balance held at Vanguard Investments may be paid to you, according to your direction, in one of the following forms:

- **Lump Sum.** Under this option, you are paid a single cash amount of your entire account balance.
- **Rollover.** Under this option, you may roll over the funds into another employer's qualified 401(a), 403(a) or 403(b) plan that accepts rollovers, a governmental 457(b) plan that accepts rollovers, or an Individual Retirement Account (IRA). Amounts that are **not** transferred or rolled over directly will generally be subject to a 20% federal withholding tax.
- **Installments.** Under this option, you are paid in periodic installments until your entire account balance has been paid. If you die before your entire account has been paid, installments continue to your beneficiary until your account balance is zero.
- Partial Distribution. Under this option, you may take a portion of your account balance and the remainder will stay with Vanguard until/unless you elect to take another distribution.

If your employment with Getty ends prior to age 55, your payments may be subject to a penalty.

Please see "Required Minimum Distributions," below, for information about any distributions you may be required to take.

**Empower (formerly Prudential Retirement).** Your balance in the Empower fund may be paid to you as follows:

- **Lump Sum.** Under this option, you are paid a single cash amount of your entire account balance.
- 100% Joint & Survivor annuity. Under this option, you receive a reduced monthly retirement benefit for as long as you live. After your death, your beneficiary—who can be anyone with your spouse's consent—will receive 100% of your monthly benefit, for the remainder of his or her lifetime.
- **120 Certain Payments.** Under this option, you receive a reduced monthly retirement benefit for as long as you live. If you die before receiving 120 monthly payments, the remaining payments are made to your named beneficiary. If he or she dies before all 120 payments are made, the balance of payments will be paid to your beneficiary's estate. Married participants need spousal consent to elect this option.
- **Single Life Annuity.** Under this option, which is available to married employees with spousal consent, you receive a monthly retirement benefit for as long as you live. When you die, all payments stop.

You select the payment method you prefer. However, if you have an outstanding loan from the Empower fund at the time of payment, your outstanding loan amount will be deducted from your account before payments are made to you.

For installment payments, the expected payout period must satisfy IRS rules and be within the expected lifetimes of you and your designated beneficiary.

## Required Minimum Distributions

If you choose to postpone receiving the money in your accounts, you don't have to start receiving your money until the April 1 after the calendar year in which you reach age 73. However, if you are still working at Getty after you reach age 73, you may defer payments until you retire.

It will be your responsibility to request money from your account after you reach age 73. If you die, and your beneficiary is your spouse, the money can be left in the Program until the April 1 after the calendar year you would have reached age 73. In this case, it will be your beneficiary's responsibility to request money from your account. Getty Human Resources will **not** notify you. If you or your beneficiary do not take distributions when and in the amounts required by law, a 50% excise tax could be imposed on you or your beneficiary.

For changes to Required Minimum Distribution requirements in 2020, refer to the section titled "Coronavirus-Related Transactions."

## Requesting a Distribution

For instructions on how to receive a distribution from the Program, including a hardship withdrawal, refer to Appendix A.

#### Taxes on Your Account Balance

While you are a participant in the Program, you postpone paying taxes on your account balances for your before-tax contributions until you actually receive the money. When you receive a payment from the Program, the payment is subject to taxes. The amount of taxes you pay depends on the type of distribution you select and the tax laws in effect when the payment is made.

Distribution of Roth designated funds in retirement will not be subject to taxes if the requirements for a "qualified distribution" are satisfied:

- Payment must be made after age 59 ½, disability, or death, and
- The Roth account must have been in existence for at least 5 calendar years.

## Additional Tax on Early Payments

If you stop working for Getty before reaching age 55 and you take your payment in a lump sum, the IRS requires that you pay a 10% federal penalty tax on payments. Additionally, California requires you to pay a 2.5% state penalty tax. The California

state penalty taxes do not currently apply to participants who reside outside of California, but your state of residence may impose a similar tax. These penalty taxes are in addition to regular income taxes and apply to your before-tax and rollover contributions, Getty contributions, and all earnings.

You may avoid the penalty tax, however, if any of the following apply:

- You directly roll the balance of your Accounts into an Individual Retirement Account (IRA) or into any other qualified retirement plan;
- You withdraw the money to pay for tax-deductible medical expenses over the federal cap (in excess of 10% of adjusted gross income);
- You wait until you reach age 59 ½ to receive a payout;
- You or your beneficiaries receive a payout because of your death or disability;
   or
- You take your payment in regular installments over your (or your and your beneficiary's) life expectancy.

Remember, a 20% federal withholding tax generally applies if your payment is not rolled directly into an IRA or another qualified retirement plan. See "Receiving Your Account Balances" for more information.

## Making Your Decision

The tax laws that apply to payments from the Employee Investment Program are complicated, and Getty cannot provide you with specific tax advice. Consult a tax advisor before deciding how you want your account balances paid to you.

#### IMPORTANT INFORMATION

## Continuing the Plans

Getty reserves the right to change, reduce benefits or end the plans in whole or in part at any time for any reason to the extent permitted by law.

If the plans are terminated, you automatically will become 100% vested in the benefit you earned as of the date the plan ends to the extent funded or guaranteed, regardless of your age or years of vesting service at that time.

## Losing the Right or Value of Benefits

There are ways in which you could lose your right to benefits under the Program. Also, there are some circumstances in which the value of your benefits may be reduced.

• If you leave Getty before you are fully vested, you will not have a right to benefit payments from the Defined Contribution Retirement Plan.

- If you provide no notice to the plan administrator that you are retiring or are applying for benefits, or if you do not keep your current address on file with the Human Resources Department, the payment of your benefits could be delayed.
- A portion or all of your benefit under the Program Plan may be assigned under a "qualified domestic relations order." See "Assignment of Benefits."

## Special Rules for "Top-Heavy" Plans

The Internal Revenue Service has issued special rules establishing minimum vesting and benefit formulas for plans that become "top heavy," that is, if more than 60% of the benefits are provided to "key employees." It is not expected that this plan will ever become top heavy. If this should happen, however, you will receive complete information on any required plan benefit adjustments.

## Assignment of Benefits

The plan is maintained for the exclusive benefit of employees. For the protection of your interests and those of your dependents, your benefit under this plan cannot be assigned to someone else, pledged, borrowed against or otherwise promised before that benefit is received. To the extent permitted by law, your benefit is not subject to garnishment or attachment or subject to the claim of creditors.

However, if a valid "qualified domestic relations order," (QDRO) from a state court, as determined by the plan administrator, requires the plan to set aside a portion of your benefit for your ex-spouse or children or other dependent(s), you will have no rights to that portion of your benefit. The plan has procedures covering QDRO determinations. You may request to receive a copy of those procedures without charge by writing to the Plan Administrator, named on page 22.

## **ADMINISTRATIVE INFORMATION**

Employee Investment Program		
	Employee Investment Plan 403(b)	Defined Contribution Retirement Plan 401(a)
Official Plan Name	The J. Paul Getty Trust Employee Investment Plan. (This is the account which holds employee contributions.)	The J. Paul Getty Trust Defined Contribution Retirement Plan. (This is the account which holds the employer contributions.)
Plan Document	This booklet is a summary plan description (SPD) of the Employee Investment Plan and the Defined Contribution Retirement Plan. You should refer to the official plan documents for more extensive information. If there are any conflicts between the information summarized in this SPD and the official plan documents, the plan documents will govern.	
	These plans are defined contribution plans, which means your benefit is based on your plan account balances.	
Type of Plan	The Employee Investment Plan is a 403(b) plan.	The Defined Contribution Retirement Plan is a 401(a) plan.
Employer Identification #	95-1790021	
Plan Number	002	003
Plan Year	January 1 through December 31	
Type of Administration	Vanguard and Empower maintain records with respect to contributions directed to their contracts.	Vanguard maintains records.
Employee Investment Program		
	Employee Investment Plan 403(b)	Defined Contribution Retirement Plan 401(a)
Plan Administrator of Legal Process	The J. Paul Getty Trust Attn: VP/CHRO, Human Resources 1200 Getty Center Drive, #400 Los Angeles, CA 90049-1681	
Agent for Service of Legal Process	If for any reason you want to seek legal action against the Plan, you can serve legal process on the plan administrator, the Plan Trustee and/or the agent for this process. The agent for legal process is:  The J. Paul Getty Trust  Attn: VP/CHRO, Human Resources  1200 Getty Center Drive, #400  Los Angeles, CA 90049-1681	
Type or Source of Funding	The Employee Investment Plan is funded entirely by employee payroll deductions to a custodial account.	The Defined Contribution Retirement Plan is funded by Getty's general assets to a trust.
	If you have any questions about your benefit, the investment funds and your account balances, please contact:	
Requests for Vanguard Funds: 800.523.1188		
Empower: 800.338.4015 (EIP only)		r: 800.338.4015 (EIP only)

	Vanguard P.O. Box 1101
	Valley Forge, PA 19482-1101
Plan Trustee	Empower
	P.O. Box 1700
	Denver, CO 80201
Ratirament Plans	The Committee is made up of the Vice President, CFO and COO; General Counsel & Secretary; the Vice President, Chief Investment Officer; the Director, Getty Conservation Institute; the Controller; and the VP/CHRO, Human Resources. They are appointed by the J. Paul Getty Trust Board of Trustees to assist in the administration of the plans. The Committee members are not paid to serve on the Committee.
Retirement Plans Committee	The Committee establishes all the rules and regulations necessary for efficient plan administration. The Committee may change the terms, conditions or benefits of each plan by amendment. Any amendment to a plan approved by the Committee cannot increase the cost to Getty. The Committee is solely responsible for answering questions, deciding how to interpret the plan, determining how plan provisions should be applied and reviewing claims. The Committee's decisions are generally final and binding.

#### YOUR RIGHTS AS A PLAN MEMBER

As a participant in the J. Paul Getty Trust Employee Investment Plan and the Defined Contribution Retirement Plan, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

#### Receive Information about Your Plans and Benefits

ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations all documents governing the applicable plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the applicable plan 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 documents governing the operation of the applicable plan, including insurance contracts, copies of the latest annual report (Form 5500 Series), and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the applicable plans' annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the applicable employee benefit plan. 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a 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. You must receive a written explanation of the reason for the denial. You have the right to have the plan administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report 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 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 Questions

If you have any questions about your benefits under the plans, you should contact the plan administrator. If you have any questions about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of 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.

## Claims and Appeals Procedures

#### How do I file a claim or appeal a denied claim?

If you believe that you have been denied any rights or benefits under the Plan, you may file a claim for benefits, in writing, using the following address:

The J. Paul Getty Trust Attn: VP/CHRO, Human Resources 1200 Getty Center Drive Los Angeles, CA 90049-1681

Upon receipt of your claim, the Plan Administrator or their delegate will review your claim and provide written notification of its approval or denial within 90 days. If special circumstances require an extension of time beyond the initial 90-day period, the Plan Administrator will give you written notice of the extension prior to the end of the initial 90-day period, including the special circumstances requiring the extension, and the date by which the Plan Administrator expects to render a final decision. In no event will an extension exceed a period of 90 days from the end of the initial 90-day period.

If the Plan Administrator does not respond within the initial 90-day period or extended period, you will be deemed to have exhausted the claims and appeal procedures and you will be entitled to file suit in federal court.

If your claim is denied in whole or in part, you will receive a written decision setting forth:

- The specific reasons for the denial;
- The specific references to pertinent Plan provisions on which the denial is based:
- A description of any additional information necessary for you to perfect your claim and why such information is necessary; and
- An explanation of the claim review procedure and the time limits applicable to such procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

You may appeal the written decision in writing using the following address:

The J. Paul Getty Trust Attn: VP/CHRO, Human Resources 1200 Getty Center Drive Los Angeles, CA 90049-1681 Your written appeal must be filed within 60 days after your receipt of the original decision, or else your right to challenge the decision will be lost. The Plan Administrator will, within 60 days of the receipt of your appeal, review and decide the case and render a detailed written decision. If special circumstances require an extension of time beyond the initial 60-day period, prior to the end of such initial 60-day period, the Plan Administrator will provide you written notice of the extension, the special circumstances requiring the extension, and the date by which the Plan Administrator expects to render a final decision. In no event will an extension exceed a period of 60 days from the end of the initial 60-day period.

Your written appeal must clearly state the reason(s) why you disagree with the initial written decision. You may submit written comments, documents, records, and other information relating to the claim even if you didn't submit this information in connection with your initial claim for benefits. Upon request, and free of charge, you may have reasonable access and copies of all documents, records, and other information relevant to the claim. The Plan Administrator will take into account all comments, documents, records, and other information it receives from you, regardless of whether the information was considered in the initial review of the claim.

The Plan Administrator shall possess and exercise discretionary authority to make determinations as to a claimant's eligibility for benefits and to construe the terms of the Plan. You will receive a copy of the Plan Administrator's final decision, which is binding on both you and the Plan. Any denial will include the specific reason or reasons for the denial, refer to the specific Plan provisions on which the denial is based, state that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim, and state that you have the right to bring a civil action under ERISA Section 502(a). If the Plan Administrator does not respond or does not furnish an extension notice within 60 days, you may consider your appeal denied.

No action may be brought against the Plan, the Plan Administrator, the Employer, or any Plan fiduciary unless the claims and appeals procedures under the Plan have been fully exhausted. Failing to comply with the claims and appeals procedures under the Plan will preclude you from bringing a lawsuit or legal action.

Any actions filed by a claimant under ERISA against any person, including the Plan, the Plan Administrator, or any Plan fiduciary must be commenced no later than the earliest of: (i) in the case of a claim for benefits, the first anniversary of the date of the notice of the Plan Administrator's final decision on appeal; (ii) in the case of a claim regarding a breach of fiduciary duty, the third anniversary of the date that the alleged mistake, act, or omission giving rise to the claim occurred but in no event later than one year after the date you knew or had reasonable notice of such alleged mistake, act, or omission; or (iii) the date by which the lawsuit or legal action would have to be brought under ERISA (absent (i) and (ii) above), provided that in such instances where

ERISA borrows from an analogous state law limitation period, such limitation period may not exceed two years.

Any action in connection with the Plan may only be brought in a federal district court within the United States District Court for the Southern District of California.

Any action in connection with the Plan must be brought solely in your individual capacity and not in a representative capacity or on a class, collective, or group basis.

#### **Statements**

If you participate in the Employee Investment Plan and the Defined Contribution Retirement Plan, you will receive regular account statements from Vanguard that show your account balance and the performance of each fund.

# APPENDIX A – HOW TO COMPLETE TRANSACTIONS THROUGH VANGUARD

Turneration	In almost and
Transaction	Instructions
Beneficiary Designation	Online: Log on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> and click Profile > Beneficiary information. Answer the Marital status question. If you are married and wish to designate a beneficiary other than your spouse, contact Vanguard. Make sure to complete information for both the 401(a) Plan & the 403(b) Plan, if
Contribution Change	applicable.  Online: Log on to https://retirementplans.vanguard.com. Click the "Manage my money" header. Then click on "Contributions". In the "Plan name" dropdown, select "THE J. PAUL GETTY TRUST EMPLOYEE INVESTMENT PLAN". Click the "Change my contribution amount" button.  Phone: Call Vanguard at 800.523.1188.
• Fund Allocation Change	Online: Log on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> . Click the "Manage my money" header. Then click on "Investments". In the "Plan name" dropdown, select "THE J. PAUL GETTY TRUST EMPLOYEE INVESTMENT PLAN" OR "THE J. PAUL GETTY TRUST DEFINED CONTRIBUTION RETIREMENT PLAN". Click the "Change how my money's invested" link.  Phone: Call Vanguard at 800.523.1188.
• Fund Choices	Online: Log on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> . Click the "Manage my money" header. Then click on "Investments". In the "Plan name" dropdown, select "THE J. PAUL GETTY TRUST EMPLOYEE INVESTMENT PLAN" OR "THE J. PAUL GETTY TRUST DEFINED CONTRIBUTION RETIREMENT

	PLAN". Click the "Research all the funds in my plan" link.
	Phone: Call Vanguard at 800.523.1188.  Online: Log on to
• Roth In-Plan Conversion	https://retirementplans.vanguard.com. Click the "Manage my money" header. Then click on "Contributions". In the "Plan name" dropdown, select "THE J. PAUL GETTY TRUST EMPLOYEE INVESTMENT PLAN". Then click on the "Convert my current savings to Roth" link. You should consult with your tax or financial advisor before making a Roth in-plan conversion.
	Phone: Call Vanguard at 800.523.1188.
• Rollover <u>Into</u> Getty Plan	Online: Log on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> . Click the "Manage my money" header. Then click on "Contributions". In the "Plan name" dropdown, select "THE J. PAUL GETTY TRUST EMPLOYEE INVESTMENT PLAN". Click the "Manage my money" header again. Then click on "Transfer money in".
	Phone: Call Vanguard at 800.523.1188.
Distribution Due to:	Onlines Lagran to
• Termination of Employment	Online: Log on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> . Click the "Access my money" header. Then click on "Options if I leave my employer". Getty Human Resources must approve your request before it can be finalized.
	<b>Phone:</b> Call Vanguard at 800.523.1188. Getty Human Resources must approve your request before it can be finalized.
Hardship Withdrawal and General Purpose Loans (restrictions apply)	Online: Log on to <a href="https://retirementplans.vanguard.com">https://retirementplans.vanguard.com</a> . Click the "Access my money" header. Then click on "Loans and Withdrawals."

	In the "Plan name" dropdown, select
	"THE J. PAUL GETTY TRUST EMPLOYEE
	INVESTMENT PLAN". Click the "Take a
	withdrawal" button OR click the "See my
	loan options" button. For a hardship
	withdrawal, Vanguard must approve
	your request before it can be finalized.
	,
	Phone: Call Vanguard at 800.523.1188.
	For a hardship withdrawal, Vanguard
	must approve your request before it can
	be finalized.
Death, Non-spouse	Call Getty Human Resources at
• Death, Spouse	310.440.6523 for further instructions.
Qualified Domestic Relations Order	
• Required Minimum Distributions	Phone: Call Vanguard at 200 F32 4400
(RMDs)	Phone: Call Vanguard at 800.523.1188.