

**FIRST AMENDMENT
TO THE
DREXEL UNIVERSITY CAFETERIA PLAN**

WHEREAS, Drexel University (the "University") maintains the Drexel University Cafeteria Plan (the "Plan") for the benefit of its eligible employees; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety, effective as of January 1, 2012; and

WHEREAS, pursuant to the authority reserved to the University in the section of the Plan entitled "Amendment or Termination," the University may amend the Plan at any time; and from time to time; and

WHEREAS, the University desires at this time to amend the Plan to reflect that, following the merger of the Drexel University College of Medicine ("DUCOM") into the University, effective July 1, 2014, employees of the University working at DUCOM shall not be eligible to participate in the Plan.

NOW, THEREFORE, the Plan is hereby amended, effective July 1, 2014, as follows:

1. The section of the Plan entitled "Eligibility and Participation" shall be amended by adding the following provision at the end of the subsection therein entitled "Eligible Employees":

"Notwithstanding the foregoing, an individual who is an employee of the University and is employed at the Drexel University College of Medicine ("DUCOM") on or after the merger of DUCOM into the University, effective July 1, 2014, shall not be eligible to participate in the Drexel University Cafeteria Plan."

IN WITNESS WHEREOF, the University has authorized its duly authorized and appointed officer or employee to execute this First Amendment this 19th day of JUNE, 2014.

DREXEL UNIVERSITY

By: J. A. Fry
Title: President

**SECOND AMENDMENT
TO THE
DREXEL UNIVERSITY DEFINED CONTRIBUTION RETIREMENT PLAN**

WHEREAS, Drexel University (the "University") maintains the Drexel University Defined Contribution Retirement Plan (the "Plan") for the benefit of its eligible employees; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety, effective January 1, 2009; and

WHEREAS, pursuant to the authority reserved to the University in Section 9.1 of the Plan, the University may amend the Plan from time to time; and

WHEREAS, the University desires at this time to amend the Plan to reflect that, following the merger of the Drexel University College of Medicine ("DUCOM") into the University, effective July 1, 2014, employees of the University working at DUCOM shall not be eligible to participate in the Plan.

NOW, THEREFORE, the Plan is hereby amended, effective July 1, 2014, as follows:

The definition of "Eligible Employee" in Article II of the Plan shall be amended by adding the following provision at the end thereof:

"Notwithstanding the foregoing, an **Eligible Employee** shall not include an individual who is an employee of the Institution and is employed at the Drexel University College of Medicine ("DUCOM") on or after the merger of DUCOM into the Institution, effective July 1, 2014."

IN WITNESS WHEREOF, the University has authorized its duly authorized and appointed officer or employee to execute this Second Amendment this 19th day of JUNE, 2014.

DREXEL UNIVERSITY

By: J. A. Fry

Title: President

**SECOND AMENDMENT
TO THE
DREXEL UNIVERSITY TAX-DEFERRED ANNUITY PLAN**

WHEREAS, Drexel University (the "University") maintains the Drexel University Tax-Deferred Annuity Plan (the "Plan") for the benefit of its eligible employees; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety, effective January 1, 2009; and

WHEREAS, pursuant to the authority reserved to the University in Section 10.1 of the Plan, the University may amend the Plan from time to time; and

WHEREAS, the the University desires at this time to amend the Plan to reflect that, following the merger of the Drexel University College of Medicine ("DUCOM") into the University, effective July 1, 2014, employees of the University working at DUCOM shall not be eligible to participate in the Plan.

NOW, THEREFORE, the Plan is hereby amended, effective July 1, 2014, as follows:

The definition of "Eligible Employee" in Article II of the Plan shall be amended in its entirety and replaced with the following provision:

"Eligible Employee means any employee of the Institution other than: (1) an individual who is an employee of the Institution and is employed at the Drexel University College of Medicine ("DUCOM") on or after the merger of DUCOM into the Institution, effective July 1, 2014; and (2) a student performing services described in section 3121(b)(10) of the Code. An individual who is classified by the Institution as an independent contractor is not an Eligible Employee, even if the individual is subsequently determined to be an employee for employment tax or for any other purpose."

IN WITNESS WHEREOF, the University has authorized its duly authorized and appointed officer or employee to execute this Second Amendment this 19th day of June, 2014.

DREXEL UNIVERSITY

By: _____

Title: _____

J. A. T. /
President

**SECOND AMENDMENT
TO THE
DREXEL UNIVERSITY 457(b) DEFERRED COMPENSATION PLAN**

WHEREAS, Drexel University (the "University") maintains the Drexel University 457(b) Deferred Compensation Plan (the "Plan") for the benefit of its eligible executive employees; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety, effective August 1, 2002; and

WHEREAS, pursuant to the authority reserved to the University in Section 8.1 of the Plan, the University may amend the Plan from time to time; and

WHEREAS, the University desires at this time to amend the Plan to reflect that, following the merger of the Drexel University College of Medicine ("DUCOM") into the University, effective July 1, 2014, employees of the University working at DUCOM shall not be eligible to participate in the Plan.

NOW, THEREFORE, the Plan is hereby amended, effective July 1, 2014, as follows:

The definition of "Eligible Employee" in Article I of the Plan shall be amended by adding the following provision at the end thereof:

"Notwithstanding the foregoing, an **Eligible Employee** shall not include an individual who is an employee of the Employer and is employed at the Drexel University College of Medicine ("DUCOM") on or after the merger of DUCOM into the Employer, effective July 1, 2014."

IN WITNESS WHEREOF, the University has authorized its duly authorized and appointed officer or employee to execute this Second Amendment this 19th day of June, 2014.

DREXEL UNIVERSITY

By: JLA. Ry

Title: President

**FIRST AMENDMENT
TO THE
DREXEL UNIVERSITY RETIREMENT INCENTIVE PLAN
FOR TENURED FACULTY**

WHEREAS, Drexel University (the "University") maintains the Drexel University Retirement Incentive Plan for Tenured Faculty (the "Plan") for the benefit of its eligible tenured faculty members; and

WHEREAS, the Plan became effective October 1, 2012 and has been amended from time to time; and

WHEREAS, pursuant to the authority reserved to the University in the section of the Plan entitled "Amendment and Termination", the University may amend the Plan at any time; and

WHEREAS, the University desires at this time to amend the Plan to reflect that, following the merger of the Drexel University College of Medicine ("DUCOM") into the University, effective July 1, 2014, employees of the University who are faculty members of DUCOM shall not be eligible to participate in the Plan.

NOW, THEREFORE, the Plan is hereby amended, effective July 1, 2014, as follows:

The section of the Plan entitled "Eligibility" shall be amended by adding the following provision at the end thereof:

"Notwithstanding the foregoing, an employee of the University who is a faculty member of the Drexel University College of Medicine ("DUCOM") on or after the merger of DUCOM into the University, effective July 1, 2014, shall not be eligible to participate in the Drexel University Retirement Incentive Plan for Tenured Faculty."

IN WITNESS WHEREOF, the University has authorized its duly authorized and appointed officer or employee to execute this First Amendment this 19th day of June, 2014.

DREXEL UNIVERSITY

By: J.A. Fry
Title: President