

UNIVERSITY RETIREMENT PLAN COMMITTEE CHARTER

I. Purpose

This Charter constitutes the articles governing the operation of the Retirement Plan Committee (the "Committee") for the Pepperdine University Retirement Plan (the "Plan") of Pepperdine University (the "University"), pursuant to the provisions of Article 11.6 of the Plan.

II. Membership

- A. The Committee will be composed of perpetual and term members. The perpetual members shall be the University's Associate Vice President, Center for Human Resources and Insurance and Risk, the Chief Business Officer, and the Chief Financial Officer. The term members shall include members drawn from the faculty and members drawn from the staff. The members shall select a chair and secretary.
- B. The term committee members shall serve three year terms. The terms are to be staggered, when possible, such that approximately one-half of the term members are appointed each year. The Plan Administrator shall appoint the term members.

III. Meetings and Procedures

- A. A majority of the Committee as constituted at any time shall constitute a quorum, and any action by a majority of the members present at any meeting, or authorized by a majority of the members in writing without a meeting, shall constitute an action of the Committee.
- B. The Committee shall meet as often as it deems necessary and appropriate in its judgment, but not less than four times per calendar year. The Committee may hold meetings by telephone or the use of other electronic media so long as all members can be identified to each other and all members participating in the meeting may hear each other.
- C. The Committee may delegate authority to one or more members of the Committee when appropriate, but no such delegation will be permitted if the authority is required by a law, regulation, or listing standard to be exercised by the Committee as a whole.
- D. The Committee shall keep written minutes of its meetings. The minutes will be maintained with the books and records of the University.

IV. Duties and Responsibilities

The Committee will be responsible for the general powers and duties as set forth in Article 11.1 of the Plan document. The Committee shall also have the following specific duties and responsibilities:

- A. In its investment fiduciary capacity:
 - 1. To act as the named investment fiduciary for the Plan;
 - 2. to establish investment guidelines for the Plan consistent with the legal responsibilities under ERISA, including diversification of investments, compliance with ERISA section 404(c), and the investment options available to participants in the Plan;

3. to monitor the performance of the trustee, investment managers and other investment fiduciaries of the Plan according to the objectives described in the written investment policy;
 4. to recommend the appointment, removal, or replacement of any investment manager, investment advisor or any other fiduciary of the Plan, in accordance with the instruments governing the Plan and the provisions of this Charter;
 5. to make such other decisions as are necessary and appropriate to prudently manage the Plan's selection of investments and investment-related services; and
 6. to appoint individuals and/or subcommittees, which may or may not include Committee members, whether discretionary or otherwise, as the Committee shall determine, consistent with the terms of the Plan.
- B. In its settlor capacity:
1. To perform all non-fiduciary settlor functions on behalf of the University for the Plan. The Committee may not, however, perform any settlor act that increases the University's costs, unless the Plan Administrator has approved beforehand; and
 2. to report periodically to, and as requested by, the Plan Administrator with respect to significant developments concerning the Plan.
- C. Other responsibilities
1. Periodically review and assess the adequacy of this charter and recommend any proposed changes to the Plan Administrator for its approval;
 2. delegate to the appropriate persons, committee, officer, manager or employee of the University such of its duties and responsibilities as it deems appropriate, including authority for all routine, normal and administrative actions for the Plan; and
 3. take all other actions requested or directed by the Plan Administrator in the furtherance of the duties and responsibilities delegated hereunder, unless such actions are in conflict with any applicable laws.

V. Investment Manager and Investment Advisor

- A. The Committee, with the consent of the Plan Administrator, may appoint one or more investment managers, as defined in Section 3(38) of ERISA, to manage all or a portion of the assets of the Plan in accordance with the terms of the Plan and the investment policy developed by the Committee, Section 402(c) of ERISA and all applicable law.
- B. The investment advisor, if employed, shall be charged with the responsibility of advising the Committee on investment policy, the selection of investment managers and investments, and providing performance analysis and monitoring services. The Committee may rely on the investment advisor in carrying out its fiduciary duties.

VI. Indemnification

- A. To the extent permitted by law, the University shall indemnify each member of the Committee, and any other Employee of the University with duties under the Plan, against expenses (including any amount paid in settlement) reasonably incurred by him in connection with any claims against him by reason of his conduct in the performance of his duties under the Plan, except in relation to matters as to which he acted fraudulently or in bad faith in the performance of such duties. The preceding right of indemnification shall pass to the estate of such a person.
- B. The preceding right of indemnification shall be in addition to any other right to which the Committee member or other person may be entitled as a matter of law or otherwise.

VII. Miscellaneous

- A. Capitalized terms not otherwise defined in this Charter shall have the meaning provided for such terms in the Plan.
- B. If there is any conflict between this Charter and the Plan, the terms and conditions of the Plan will control.