June 18, 2020

REQUEST FOR PROPOSAL

ARIZONA BOARD OF REGENTS
REQUEST FOR INVESTMENT CONSULTANT FOR ABOR ADMINISTERED RETIREMENT PLANS
RFP 2020005

DUE: 2:00 P.M. MST, Thursday, July 23, 2020

Deadline for Inquiries 5:00 P.M., MST, July 16, 2020
Time and Date Set for Closing 2:00 P.M., MST, July 23, 2020
PROPOSAL ACKNOWLEDGEMENT RECEIPT

Request for Proposal number:  RFP 2020005

Request for Proposal description:  Investment Consultant for ABOR administered Retirement Plans

Complete, sign, and submit this Proposal Acknowledgement Receipt to the Arizona Board of Regents at mary.adelman@azregents.edu.

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<thead>
<tr>
<th>Name of Offeror</th>
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<th>Name of Contact</th>
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<tr>
<th>Print Name of Offeror’s Authorized Agent</th>
<th>Signature of Offeror’s Authorized Agent</th>
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<th>Title of Authorized Agent</th>
<th>Date</th>
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SECTION A  REQUEST FOR PROPOSAL

The Arizona Board of Regents (ABOR) is requesting sealed Offers from qualified firms and/or individuals to provide Investment Consulting Services for ABOR administered retirement plans.

Offers shall be received at the ABOR office located at 2700 N Central Ave, Suite 400, Phoenix, AZ 85004 until 2:00 P.M., Arizona Local Time, on July 23, 2020 at which time a representative of ABOR shall announce publicly the names of those firms submitting Offers. No other public disclosure shall be made until after award of the Contract resulting from this Request for Proposal (RFP).

Any and all questions regarding this RFP shall be directed to Mary Adelman (Director, Administration) and to no other office or individual at ABOR. ABOR may answer informal questions orally. ABOR makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Offeror shall not be entitled to rely on any verbal response from ABOR. Formal questions regarding any part of this RFP that may result in a material issue or a formal addendum must be submitted in writing. All correspondence regarding this RFP shall be directed to ABOR at:

Mary Adelman
Director, Administration
602-229-2523
mary.adelman@azregents.edu
SECTION B  BACKGROUND INFORMATION

1. BACKGROUND

ABOR is the governing body for Arizona State University (ASU), Northern Arizona University (NAU), and the University of Arizona (UA). The board is legally, fiscally, and strategically responsible for these institutions. Additional information on ABOR may be accessed from the following link: http://azregents.edu/.

ABOR administers several retirement plans, details on each plan follows.

Arizona Board of Regents Optional Retirement Plan
In 1974, Senate Bill (SB) 1243 amended the Arizona State Retirement System and Plan (ASRS), a defined benefit plan, to provide alternate programs of retirement benefits for certain categories of employees within the Arizona university system. The primary purpose of this act was to have an Optional Retirement Program (ORP) that provided portability of benefits. The ORP is a defined contribution plan. The ORP or ASRS is mandatory for all retirement eligible employees.

The board approved two companies, the Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA) and the Variable Annuity Life Insurance Company (VALIC) in 1974 to provide ORP retirement benefits under Section 403(b) of the Internal Revenue Code (IRC) to eligible employees in accordance with SB 1243.

Effective July 1, 1986, the Board established the ORP, meeting all applicable requirements of Arizona Revised Statute (A.R.S.) §15-1628 and received a favorable determination that the ORP was qualified under Section 401(a) of the IRC. The Board most recently received a favorable determination letter in October 2016.

The contribution level by both the employer and the employee is 7% of the employee’s compensation. This rate is set in Arizona statutes. The employee’s contributions are treated as being “picked-up” by the employer under Section 414(h)(2) of the IRC and both the employer’s and the employee’s contributions are excluded from the employee’s income.

The following data was collected for pay period ending May 3, 2020.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Participants</th>
<th>Employee Contributions</th>
<th>Employer Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Arizona</td>
<td>2,494</td>
<td>$892,863</td>
<td>$892,863</td>
</tr>
<tr>
<td>Arizona State University/Board Office</td>
<td>6,602</td>
<td>$1,456,756</td>
<td>$1,456,793</td>
</tr>
<tr>
<td>Northern Arizona University</td>
<td>1,126</td>
<td>$256,168</td>
<td>$256,168</td>
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</tbody>
</table>

In 1995, the Board approved the addition of Aetna Life Insurance and Annuity Company (Aetna) and Fidelity Investments Tax Exempt Services Company (Fidelity) to TIAA and VALIC, to provide ORP retirement benefits. In 2000, the Board limited Aetna to only participants enrolled with Aetna as of December 2000. Effective January 1, 2006, all future employee and employer deductions were redirected from Aetna to TIAA, Fidelity or VALIC.
As of December 2019, there were $6.4 million in assets invested with Voya Financial (formerly Aetna) that are transferrable.

In July 2011, as a result of a competitive procurement process VALIC was not selected to continue as a provider. All assets that were transferable by ABOR were moved to TIAA or Fidelity. The remaining assets with VALIC can only be transferred by participant direction.

ORP assets by investment can be found in Attachment A. The ORP plan document can be found in Attachment I.

**Arizona University System Voluntary 403(b) Plan**
A.R.S §15-121 provides the authority for ABOR to establish and maintain the Arizona University System (AUS) Voluntary 403(b) Plan. The plan was first established in 1963. Effective January 2007, ABOR consolidated from over 50 investment providers to 3, Fidelity, TIAA and VALIC. Currently Fidelity and TIAA provide mutual funds and a brokerage window. TIAA also provides a few select annuity fund options. Fidelity provides common remitter services and 403(b) compliance services through their Master Administrator system.

The following data was collected for pay period ending May 3, 2020.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Eligible*</th>
<th>Participating</th>
<th>Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Arizona</td>
<td>21,191</td>
<td>1,690</td>
<td>$836,990</td>
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<tr>
<td>Arizona State University/Board Office</td>
<td>24,689</td>
<td>1,529</td>
<td>$771,735</td>
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<tr>
<td>Northern Arizona University</td>
<td>7,504</td>
<td>385</td>
<td>$156,908</td>
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* Employees eligible to participate includes faculty, staff, student workers, graduate assistants and associates, temporary and ancillary employees.

AUS Voluntary 403(b) assets by investment can be found in Attachment B. The plan document can be found in Attachment J.

**Supplemental 401(a)/415(m) Qualified Excess Benefit Arrangement Plan**
The Supplemental 401(a)/415(m) Qualified Excess Benefit Arrangement (QEBA) plans were established on January 1, 2011. These plans are available to select employees as determined by the board Executive Director and the university presidents. Enrollment and amounts are determined annually by the executive director and each university president for their organization. Fidelity and TIAA provide investments options for these plans. Contributions are made to the Supplemental 401(a) and 415(m) plan once annually in December.

Assets by investments for the Supplemental 401(a) Plan can be found in Attachment C and QEBA plan assets by investment can be found in Attachment D. The Supplemental 401(a) plan document can be found in Attachment K and the QEBA Plan document can be found in Attachment L.

2. **PROPOSAL BACKGROUND**

2.1. The Arizona Board of Regents extends an invitation to interested Offerors to submit a written proposal to provide the following consulting services.
2.1.1. Ongoing quarterly review and analysis of investments in the ABOR administered retirement plans.

2.1.2. The preparation of a Request for Proposal (RFP) to select investment service providers in accordance with ABOR competitive bid policies and procedures. ABOR expects the RFP process to start second quarter of 2022.

2.1.3. Assist ABOR in the creation of a comprehensive communication plan for the retirement plans.

2.2. Selected Offeror will be required to enter into a Contract with ABOR. The Contract shall not bind nor purport to bind ABOR for any contractual commitment in excess of the original contract period of one year. ABOR shall have the right, at its sole discretion, to renew the contract for up to four (4) one-year periods or a portion thereof. If ABOR exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of costs charged.

2.3. It is ABOR’s intent to select the Offer(s) that are most favorable in all respects, including scope, availability of services, quality of services, reputation, and price. If not otherwise stated herein, multiple Awards may be made or an Award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of ABOR.

2.4. Projected Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>June 18, 2020</td>
<td>RFP Release and Advertising</td>
</tr>
<tr>
<td>July 16, 2020</td>
<td>Deadline to Submit Questions</td>
</tr>
<tr>
<td>July 23, 2020</td>
<td>Bid Due Date</td>
</tr>
<tr>
<td>July/August 2020</td>
<td>Committee Evaluation</td>
</tr>
<tr>
<td>August 2020</td>
<td>Award Contract</td>
</tr>
<tr>
<td>August 28, 2020</td>
<td>Finalize Contract</td>
</tr>
<tr>
<td>September 1, 2020</td>
<td>Commence Services</td>
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SECTION C  INSTRUCTIONS TO OFFERORS

1. All solicitations shall be performed under the direct supervision of ABOR Director, Administration and in accordance with board policies.

2. Offer shall be submitted in the format shown in Section D, Offer Format. Offers in any other format may be rejected. Conditional Offers shall not be considered. Offer must be signed by an authorized individual. An Offer that is not signed may be rejected.

3. Offers to be submitted as:

3.1. One complete Offer, printed and bound, clearly marked as original; and

3.2. Two copies of the complete Offer each on a separate electronic storage device.

4. Submit Offer sealed and marked as follows:

   Offeror’s Name
   Offeror’s Title
   RFP 2020005
   Date And Time Offer Is Due

5. No telephonic, electronic, or facsimile Offer shall be considered. Offers received after the date and time set for opening will be rejected. ABOR reserves the right to extend the time and date set for opening.

6. Any person, firm, corporation, and/or association submitting an Offer shall be deemed to have read and understood all the terms, conditions, and requirements specified herein.

7. Definitions:

7.1. “Award” - means the earliest of: (a) issuance of a Notice to Proceed; (b) execution of a contract between ABOR and the successful Offer(s); or (c) authorization to contract provided by ABOR for such purpose.

7.2. “Contract” - shall mean the agreement entered into between ABOR and the successful Offeror as a result of this RFP.

7.3. “May” - indicates something that is not mandatory but permissible/desirable.

7.4. “Offer” - shall mean the proposal from an individual or firm for the provision outlined in this RFP.

7.5. “Offeror” - shall mean a person or firm submitting an Offer in response to this RFP.
7.6. “Shall”, “Must”, “Will” - indicate mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive.

7.7. “Should” - indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, ABOR may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

8. Any information considered to be proprietary by the Offeror shall be placed in a separate envelope and marked "Proprietary Information". To the extent the ABOR Director, Administration concurs, this information shall be considered confidential and not public information. The ABOR Director, Administration shall be the final authority as to the extent of material, which will be considered confidential. Pricing information shall not be considered confidential.

9. Offer may be withdrawn at any time prior to the time and date set for opening.

10. Offer and accompanying documentation will become the property of ABOR at the time the Offer is opened.

11. ABOR reserves the right to cancel this solicitation, reject any or all Offers or any part thereof, or to accept any Offer or any part thereof and to waive or decline to waive irregularities in any Offer when it determines that it is in its best interest to do so. ABOR has the right to hold Offer for a period of ninety days after the opening date, the right to accept an Offer not withdrawn before the date set for opening, to negotiate with any Offeror considered qualified, or make any Award without written discussion.

12. ABOR reserves the right to conduct discussions and negotiations with the Offeror, to accept revisions of Offer, and to negotiate price changes. ABOR shall not disclose any information derived from Offer or from discussions with other Offerors prior to Contract Award.

13. ABOR may request a presentation, demonstration, or samples be given to a selection committee in the event the Offer is deemed to be among the most advantageous ABOR. ABOR will schedule all presentations and in the event a presentation is scheduled, evaluation criteria and scoring may be included in the presentation invitation.

13.1. If presentation is to be held virtually, the Offeror will indicate information required to provide such presentation to ABOR.

14. The Offeror may submit requests for changes or additions to ABOR terms and conditions set forth in Section F, Terms and Conditions. Any such changes must be submitted with the Offer as required in Section D, Offer Format, or the Offeror will have waived the right to object or add to ABOR’s terms and conditions. Additions may not be submitted as the Offeror’s standard terms and conditions, license agreement, or any other agreement, but rather as additional terms that do not conflict with ABOR’s terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to ABOR terms and conditions may, if ABOR at its sole discretion determines not to accept the alternate terms and conditions, be rejected as non-responsive.
15. By submitting an Offer, the Offeror agrees that any information provided within the Offer and accepted by ABOR shall become a binding part of a resulting Contract.

16. The successful Offeror(s) will be expected to enter into a Contract with ABOR. ABOR’s terms and conditions shall be incorporated into the resulting Contract between ABOR and the successful Offeror.

17. ABOR is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the Offeror shall make every effort to use SB & SDB in the performance of the Contract.

18. Requests for clarification of information shall be received no later than five working days prior to the time and date set for opening. If applicable, addenda shall be issued to each Offeror of record. Failure to request clarification within the timeframe will constitute a waiver of the right to object and shall not be grounds for a protest.

19. Any objections to alleged errors, irregularities, improprieties, specifications, or content shall be made prior to the time and date set for opening. Failure to object prior to the time and date set for opening will constitute a waiver of the right to object and shall not be grounds for a protest.

20. Failure to receive an addendum shall give Offeror the option of:

   20.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.

   20.2. Withdrawing its Offer without penalty.

21. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.

22. Unless specifically stated to the contrary, manufacturer’s names, trade names, brand names, or catalog numbers used in the specifications of this RFP shall be for the purpose of describing and/or establishing the quality, design, and performance required. Such reference shall not be intended to limit or restrict an Offer. Any Offer, which proposes like quality, design, and/or performance, shall be considered.

23. ABOR will not guarantee any minimum purchase volumes of any kind from the resulting Contract.

24. ABOR shall not reimburse the Offeror the costs associated with responding to the RFP.

25. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions, and boards. In addition, eligible municipalities, counties, universities, political subdivisions, and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant Contract, applicable entities must have entered into a
cooperative purchasing agreement with either ABOR for and on behalf of the universities or the State of Arizona pursuant to A.R.S. § 41-2632.

26. ABOR treats Offerors in a fair, honest, and consistent manner by conducting the RFP process in good faith and by granting all Offerors a comparable opportunity to win an award. In the event the Offeror feels the process did not follow established policies and qualifies as an interested party, the Offeror may file a protest pursuant to ABOR procurement policy, Section 3-809. ABOR takes protests seriously and expects Offerors to do so as well. Frivolous protests shall not result in gain for the Offeror and shall not be considered.

27. Protests shall be received at the ABOR office located at 2700 N Central Ave, Suite 400, Phoenix, AZ 85004.
In order to facilitate direct comparison, submit Offer using this format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Offer. Include the following with Offer:

1. Completed and signed Conflict of Interest Certification (refer to Section H).
2. Completed and signed Legal Worker Certification (refer to Section I).
3. Completed and signed Anti-Lobbying Certification (refer to Section J).
4. Completed and signed Federal Debarred List Certification (refer to Section K).
5. Completed and signed Participation in Boycott of Israel (refer to Section L).
6. Offeror’s Qualifications and Experience (refer to Section E.1).
7. Project Resources (refer to Section E.2).
8. Client References (refer to Section E.3).
9. Description of Services/Method of Approach and Reporting Requirements (refer to Section E.4 - E.5).
11. Other Information (E.7-E.9).
12. Exceptions to the Terms and Conditions of the RFP (refer to Section F).
SECTION E  REQUIREMENTS

The data, specifications, and requirements outlined herein are intended to serve as a general guideline for ABOR’s requirements. Submit a fully detailed Offer that adequately describes the advantages and benefits to ABOR.

Provide a detailed response to each requirement in Section E, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, indicate ability to comply with and/or agreement to the numbered requirement. The Offeror is encouraged to provide any additional information that is not specifically identified in this RFP 2020005.

1. QUALIFICATIONS/EXPERIENCE

1.1. Provide a corporate history/management summary and evidence that the Offeror and/or its officers have been engaged for a minimum of three years in providing similar products and services as described herein. Describe Offeror’s growth for the past three years.

1.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three years or is anticipated in the next two years. If selected for negotiations, the Offeror may be required to provide the last two years of audited financial statements.

1.3. Describe the material issues of any current legal actions against the Offeror including, but not limited to, parties of dispute, jurisdiction, and date of legal complaint.

1.4. Detail experience with similar/like projects.

2. PROJECT RESOURCES

2.1. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. ABOR reserves the right to review Offeror’s staff assigned for relevant qualifications and experience.

2.2. Provide a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.

2.3. The Offeror will be required to conduct relevant and appropriate background checks and fingerprinting according to the ABOR policies on all assigned employees and new hires to ensure that it does not assign any employee or agent to ABOR who may reasonably be considered to pose a threat to the safety or welfare of the ABOR community or its property. The Offeror will share background check information and other supporting documentation including disciplinary action for any employee upon written request by ABOR.
2.4. The Offeror may subcontract installation, training, warranty, or maintenance service with prior ABOR authorization. List and describe any subcontractor’s qualifications and relevant experience. Describe how the Offeror guarantees subcontractor performance. The Offeror shall remain solely responsible for the performance of a resulting Contract from this RFP.

3. CLIENT REFERENCES

Provide, at minimum, three references identifying organizations with requirements similar to those of ABOR. Provide the name of the organization, contact person, email, and telephone number. ABOR reserves the right to contact additional references not provided by the Offeror. Preference may be given for those references that are most similar to ABOR.

4. DESCRIPTION OF SERVICES/METHOD OF APPROACH

4.1. Preparation of an acceptable RFP to select investment providers, recordkeepers, and other services needed for the retirement plans.

4.1.1. Act as a technical consultant during the RFP process.

4.1.2. Prepare an RFP for investment service providers. One of the Arizona university purchasing/procurement offices may assist with this process.

4.1.3. Develop a response analysis procedure for systematically rating proposals received.

4.1.4. Provide technical input and advice to the RFP Evaluation Committee.

- Provide an analysis of the current financial status/ratings of prospects.
- Provide an analysis of any risk factors relating to proposers and proposed product lines offered.
- Negotiate administration fees and expense ratios charged to participants.

4.1.5. Be present at ABOR Committee and Board meetings to represent the RFP Evaluation Committee on recommendations if required. Date to be determined by the Board.

4.1.6. Work with selected investment vendors to determine investment choices.

4.1.7. Provide post-RFP services on an ad hoc basis such as providing data or providing assistance and guidance in the event of a protest.

4.2. Ongoing Services

4.2.1. Establish guidelines for on-going evaluations of investments and services offered through the plans.

4.2.2. Provide an evaluation tool for consistent analysis of investment options.
4.2.3. Report results of evaluation and analysis to the Retirement Workgroup (Workgroup). This process may result in changes to some or all the investment options offered as determined by the established guidelines.

4.2.4. Provide technical input and advice to the Workgroup as needed.

4.2.5. Report to the Workgroup quarterly. The report to the Workgroup should at a minimum include:
   - Analysis of the current financial status/ratings of plan vendors.
   - Analysis of risk factors relating to vendors and product lines offered.
   - Analysis of administration fees and expense ratios charged to participants and possible reductions to these cost that may be negotiated.

4.2.6. Work with plan investment companies and the Workgroup on the implementation of new funds and the removal of funds as a result of the evaluation and analysis report.

4.2.7. Work with ABOR to consolidate retirement assets with legacy vendors across all plans.

4.2.8. Track legacy vendor plan assets as appropriate.

4.2.9. Assist ABOR to develop processes to operate the retirement plans more efficiently, including but not limited to review and roll over of small account balances.

4.2.10. Assist with developing appropriate cost allocations to participants.

4.3. COMMUNICATIONS

4.3.1. Work with the Workgroup and plan vendors to develop a comprehensive communications plan.

4.3.2. Work with plan vendors on communications as needed.

4.3.3. Work within framework each university has in place to promote retirement plans.

4.3.4. Assist universities with financial education activities and workshops.

4.3.5. Provide communications to comply with 403(b) universal availability rules.

4.3.6. Promote AUS Voluntary 403(b) plan to increase enrollment and deposits into the plan.
5. PRICING SCHEDULE FOR SERVICES

Offeror shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this RFP.

6. QUALITY ASSURANCE PLAN

Provide a quality assurance plan that details the methods by which the Offeror guarantees performance.

7. ADDITIONAL SERVICES

The Offeror may provide additional services that are not addressed herein. ABOR shall determine which additional service options are most beneficial from both a cost and service standpoint and may further negotiate these options to include or omit dependent on ABOR needs.
The Offeror may submit requests for changes or additions to ABOR terms and conditions set forth in this Section F. Any such changes must be submitted with the Offer as required in Section D, or the Offeror will have waived the right to object or add to ABOR’s terms and conditions. Additions may not be submitted as the Offeror’s standard terms and conditions, license agreement, or any other agreement, but rather as additional terms that do not conflict with the ABOR’s terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to ABOR terms and conditions may, if ABOR at its sole discretion determines not to accept the alternate terms and conditions, be rejected as non-responsive.

1. **Remedies and Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. ABOR and the Offeror shall have all remedies afforded by said law.

2. **Public Records.** The parties acknowledge that ABOR is subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by ABOR requesting records described as confidential, which ABOR determines must be disclosed, ABOR shall notify the other party prior to disclosure.

3. **Interpretation-Parol Evidence.** This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

4. **Dispute Resolution.** Except as otherwise provided herein, all Contract claims and controversies arising under this Contract shall be resolved pursuant to ABOR procurement procedures, Section 3-809, in particular Section 3-809(C).

5. **Equal Opportunity Clause.** The Offeror and any subcontractor(s) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the Offeror and any subcontractor(s) take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

6. **Non-Discrimination.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a disability, or because he or she is a
qualified protected veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government Contractors, to the extent applicable to this Contract.

7. **Family Education Rights and Privacy Act.** To the extent the Offeror will have access to student educational records, this paragraph will apply. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. The Offeror will comply with the Family Education Rights and Privacy Act and will not access or make any disclosures of ABOR’s student educational records to third parties without prior notice to and consent from ABOR, or as otherwise provided by law.

8. **Health Insurance Portability and Accountability Act.** The Offeror shall abide by all laws and regulations that protect the privacy of healthcare information to which the Offeror obtains access under this Contract. The Offeror and ABOR acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to the Offeror and ABOR, and their relationships and operation under this Contract. If necessary, the Offeror and ABOR will enter into a standard Business Associate Agreement and any other required Health Insurance Portability Accountability Act agreements. To the extent the terms thereof relate to the Offeror’s performance under this Contract, the provisions of such Business Associate Agreement shall control.

9. **Americans with Disabilities Act and Rehabilitation Act.** The Offeror will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

All electronic and information technology and products and services to be used by ABOR staff, students, or other ABOR constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

9.1. **Electronic and Information Technology.** Any acquisition considered electronic and information technology "EIT" as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and requires the submission of a completed Voluntary Product Accessibility Template “VPAT” so that ABOR may ascertain conformance. Offers without a completed VPAT may be disqualified from competition.

9.1.1. EIT is information technology “IT” and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication
of data or information. EIT includes, but is not limited to:

9.1.1.1. telecommunication products, such as telephones;
9.1.1.2. information kiosks and transaction machines;
9.1.1.3. World Wide Web sites;
9.1.1.4. software;
9.1.1.5. multimedia (including videotapes); and
9.1.1.6. office equipment, such as copiers and fax machines.

9.1.2. ABOR reserves the right to perform real-world testing of a product or service to validate the Offeror’s claims regarding Section 508 conformance. To facilitate testing the Offeror will, upon request, provide ABOR with access to the product being considered for purchase for a period of at least 30 calendar days.

9.2. Services and Products. An accessible service or product is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

9.2.1. Services provided include, but are not limited to:

9.2.1.1. education and training;
9.2.1.2. cultural and athletic events;
9.2.1.3. vehicle rentals;
9.2.1.4. event space and lodging; and
9.2.1.5. parking and transportation.

9.2.2. Products include, but are not limited to:

9.2.2.1. instructional materials;
9.2.2.2. office equipment;
9.2.2.3. office and classroom furniture; and
9.2.2.4. kiosks.

10. Indemnification. The Offeror shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers,
officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Offeror or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Offeror to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Offeror from and against any and all claims. It is agreed that the Offeror shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Offeror agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from services performed by the Offeror for the State of Arizona.

11. **Labor Disputes.** The Offeror shall give prompt notice to ABOR of any actual or potential labor dispute which delays or may delay performance of this Contract.

12. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

13. **No Waiver.** No waiver by ABOR of any breach of the provisions of this Contract by the Offeror shall in any way be construed to be a waiver of any future breach or bar ABOR's right to insist on strict performance of the provisions of the Contract.

14. **Modifications.** This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

15. **Assignment-Delegation.** No right or interest in this Contract shall be assigned or delegation of any obligation made by the Offeror without the written permission of ABOR. Any attempted assignment or delegation by the Offeror shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Offeror hereby assigns to ABOR any and all claims for such overcharges.

17. **Cancellation for Lack of Funding.** This Contract may be canceled without any further obligation on the part of ABOR in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Offeror shall be notified in writing of such non-appropriation at the earliest opportunity.
18. **Cancellation for Conflict of Interest.** In accordance with A.R.S. § 38-511, this Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of ABOR shall, at any time while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

19. **Termination.** ABOR may terminate this Contract with or without cause upon 30 days written notice to the Offeror. If this Contract is terminated, ABOR shall have no further obligations other than payment for services already rendered and for expenses previously incurred.

20. **Insolvency.** ABOR shall have the right to terminate this Contract at any time in the event the Offeror files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Offeror and not discharged within 30 days; or if the Offeror becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Offeror or its business.

21. **Anti-Kickback.** In compliance with FAR 52.203-7, ABOR has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operation and direct business relationships. As a party to the Contract, the Offeror is expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 C.F.R. Part 3). In such this regulation applies to all contracts and sub grants for construction or repair.

22. **Gratuities.** ABOR may, by written notice to the Offeror, cancel this Contract if it is found by ABOR that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by ABOR pursuant to this provision, ABOR shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Offeror in providing such gratuities.

23. **Inspection and Audit.** In accordance with A.R.S. § 35-214, the Offeror shall retain and shall contractually require each subcontractor to retain all books, accounts, reports, files, and other records relating to this Contract for a period of five years after completion of this Contract. All records shall be subject at all reasonable times to inspection and audit by ABOR or the Auditor General of the State of Arizona, or their agents. Such records shall be produced at ABOR or such other location as designated by ABOR upon reasonable notice to the contracting party.

24. **Insurance Requirements.** The Offeror may be requested to provide ABOR with a Certificate of Insurance prior to the commencement of services/contract. The Offeror and subcontractors, without limiting any liabilities or any other obligations, shall procure and
maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Offeror, its agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Offeror from liabilities that might arise out of the performance of the work under this Contract by the Offeror, its agents, representatives, employees, or subcontractors, and the Offeror is free to purchase additional insurance.

ABOR reserves the right to request and receive certified copies of any or all of the following listed policies and/or endorsements within ten calendar days of Contract signature. Neither the Offeror’s failure to provide, nor ABOR’s failure to obtain proof of compliance shall act as a waiver of any term of this Contract.

The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arizona, or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and rated at least an A-, VII (7) in the current A.M. BEST RATINGS. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect the Offeror from potential insurer insolvency. Coverage provided by the Offeror shall not be limited to the liability assumed under the indemnification provisions of this Contract. The Certificate shall include the following minimum insurance coverages:

**Commercial General Liability** of $1,000,000 minimum combined single limit (CSL) each occurrence and $2,000,000 general aggregate, to include the following: Policy shall include bodily injury, property damage, personal injury, advertising injury and broad form contractual liability coverage.

- Each Occurrence: $1,000,000
- Damage to Rented Premises: $50,000
- Personal and Advertising Injury: $1,000,000
- General Aggregate: $2,000,000
- Products – Completed Operations Aggregate: $1,000,000

**Commercial Automobile Liability** of $1,000,000 minimum combined single limit (CSL) each occurrence, to include either “ANY AUTO” or “SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS”.

**Professional Liability**
- Each Claim or Each Wrongful Act: $1,000,000
- Annual Aggregate: $2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Offeror warrants that any retroactive date under the policy shall
precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

**Workers' Compensation** coverage for all employees which meets Arizona statutory benefits; including Employers Liability with minimum limits of $1,000,000 each accident, $1,000,000 each employee/disease, $1,000,000 policy limit/disease. Additional insured is not required.

**Certificate Holder:** The State of Arizona and ABOR shall be named as the certificate holder.

**Additional Insured:** The certificate shall name the State of Arizona and ABOR, its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insured on General and Automobile Liability, with respect to liability arising out of the activities performed by or on behalf of the Offeror. Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this Contract.

**Primary Coverage:** The following statement shall be included: "The coverage afforded under this certificate shall be primary insurance with respect to all other available sources, except Workers’ Compensation insurance. Any self-insurance or other insurance carried by the State of Arizona and ABOR, their officers, or employees, if any, shall be excess and not contributory to the insurance provided by the named insured.”

**Waiver of Subrogation:** Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Offeror. The waiver of subrogation applies to Commercial General Liability, Commercial Auto Liability, and Workers’ Compensation.

**The following statement shall be included:** Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to ABOR, with the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract.

**Description** of project.

**Material Breach:** Failure on the part of the Offeror to meet these requirements shall constitute a material breach upon which the State of Arizona and ABOR may immediately terminate this Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and ABOR shall be repaid by the Offeror to ABOR upon demand, or the State of Arizona and ABOR may offset the cost of the premiums against any monies due to the Offeror.
Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and ABOR.

25. **Sales and Use Tax.** The Offeror shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Offeror further agrees to indemnify and save harmless ABOR, of and from any and all claims and demands made against it by virtue of the failure of the Offeror or any subcontractor to comply with the provisions of any or all said laws in amendments. ABOR is not exempt from state sales excise tax and compensation use tax.

26. **Changes.** Within the limits allowed by law, the Offeror agrees that ABOR may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and the Offeror shall enter into a modification of the Contract to reflect said changes.

27. **Invoices.** Invoices will be emailed monthly accounting@azregents.edu. Invoices will be for all services delivered within the month. All invoices shall reference the Contract.

28. **Payment.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. Any obligation under this contract shall be payable only and solely from funds appropriated for the purpose of the Contract.

29. **Personnel.** Employees of the Offeror assigned to the project and identified by name in the Contract shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of ABOR.

30. **Independent Contractor.** It shall be understood that the Offeror shall operate as an Independent Contractor, not as an employee or agent of ABOR.

31. **Service Marks and Trademarks.** For purposes of this provision, the phrase "ABOR Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by ABOR. The Offeror agrees to comply with ABOR’s trademark licensing program concerning any use or proposed use by the Offeror of any of ABOR Mark on goods, in relation to services, and in connection with advertisements or promotion of the Offeror or its business. Except as expressly authorized in this Agreement, the Offeror is not permitted to use any ABOR Mark without prior written approval of ABOR. Prior to any use of an ABOR Mark by the Offeror or its affiliates or successors or assigns, the Offeror will comply with ABOR’s Licensing Policy.

32. **Advertising/Publishing.** The Offeror shall not advertise or publish, without ABOR’s prior consent, the fact that ABOR had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statues.
33. **Legal Workers.** Pursuant to A.R.S. § 41-4401, ABOR is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

The Offeror acknowledges that a breach of this warranty by the Offeror or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by ABOR. ABOR retains the right to inspect the records of any Offeror, subcontractor, and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Offeror and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Offeror’s warranty is not applicable where the Offeror is a governmental entity nor is the Offeror required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

34. **Data Ownership.** ABOR will own, or retain all of its rights in, all data and information that ABOR provides to the Offeror, as well as all data managed by the Offeror on behalf of ABOR including all output, reports, analyses, and other materials relating to or generated by the services, even if generated by the Offeror, as well as all data collected, extracted, or received through ABOR's or the Offeror's use of the services or deliverables (collectively, the "ABOR Data"). ABOR Data shall be considered ABOR's confidential information. The Offeror shall not use, access, disclose, or license or provide to third parties, any ABOR Data, or any materials derived therefrom, except, in each case, as authorized in writing by ABOR. Without limiting the generality of the foregoing, the Offeror may not use any ABOR Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ABOR's prior written consent.

35. **Non Disclosure and Trade Secrets.** The Offeror may receive (or has received) from ABOR and otherwise be exposed to confidential and proprietary information relating to ABOR’s business practices, strategies, and technologies, ABOR Data as well as confidential information to ABOR necessary to perform the services and/or provide the deliverables (collectively, ABOR Confidential Information). ABOR Confidential Information may include, but not limited to, confidential and proprietary information supplied to the Offeror with the legend “ABOR Confidential and Proprietary” or other designations of confidentiality. As between the Offeror and ABOR, the ABOR Confidential Information is the sole, exclusive, and valuable property of ABOR. Accordingly, the Offeror will not reproduce or otherwise use any of the ABOR Confidential Information except in the performance of the Services or the provision of the Deliverables and will not disclose any of the ABOR Confidential Information in any form to any third party, either during or after the Term, except with ABOR’s prior written consent. Upon termination of the Contract, the Offeror will cease using and will return to ABOR, all originals and all
copies of the ABOR Confidential Information, in all forms and media, in the Offeror’s possession or under the Offeror’s control. In addition, the Offeror will not disclose or otherwise make available to ABOR any confidential information of the Offeror or received by contractor from any third party.

The Offeror will have no obligation to maintain as confidential any ABOR Confidential Information (other than ABOR Data) that the Offeror can show: (i) was already lawfully in the possession of or known by the Offeror before receipt from ABOR; (ii) is or becomes generally known in the industry through no violation of the Contract or any other agreement between the parties; (iii) is lawfully received by the Offeror from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ABOR sufficient to allow ABOR to contest such order; or (v) is approved in writing by ABOR for release or other use by the Offeror.

36. **Payment Card Industry Data Security Standard.** For e-commerce business and/or credit card transactions, the Offeror agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

The Offeror is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard “PCI DSS”, Payment Application Data Security Standard “PA DSS” for software and PIN Transaction Security “PCI PTS” for hardware and provide attestation of compliance annually. The technical solution must include the following:

36.1. The Offeror maintains their own network operating on their own dedicated infrastructure. The Offeror’s network includes a firewall that includes access control rules that separate the Offeror’s PCI network from ABOR and restricts any communication between the Offeror’s network devices and the ABOR systems.

36.2. The Offeror treats the ABOR network as an untrusted network and encrypts all cardholder data traversing the ABOR network using industry standard encryption algorithms.

36.3. A system where ABOR has no ability to decrypt cardholder data.

36.4. Devices must be Secure Reading and Exchange of Data “SRED” and PTS 3.x compliant. Europay, MasterCard and Visa “EMV” compliance is required by October 1, 2015.

37. **Participation in Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel. **Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.**
38. **Essence of Time.** Time shall be of the essence as to matters contemplated by a resulting Contract under this RFP.
SECTION G  EVALUATION CRITERIA

It is ABOR’s intent to make an Award to Offeror(s) that, in the opinion of ABOR, present Offer(s) that appear to be favorable to ABOR, based upon the scope, availability of services, quality of services, reputation, and price offered. The criteria for evaluation of responses will be based on the following point structure:

1. Offeror’s Qualifications/Experience, Project Resources, Client References (refer to Section E.1 – E.3).

   25 Points

2. A detailed technical Offer including, but not limited to, clarity and reasonableness of proposed method of accomplishing the requirements and the ability to satisfy all components specified (refer to Section E.4).

   35 Points

3. Pricing (refer to Section E.4)

   10 Points

4. Quality Assurance and other services (refer to Section E.6 and E.7)

   15 Points

5. Exceptions to the Terms and Conditions of the RFP (refer to Section F). Points will not be assigned to this category, however Offers that are contingent upon changes to the ABOR terms and conditions may, if ABOR at its sole discretion determines not to accept the alternate terms and conditions, be considered non-responsive.

6. Fully complete and submit Certifications (Sections I – M).

   5 Points

7. Overall responsiveness to RFP.

   10 Point
SECTIOH H  CONFLICT OF INTEREST CERTIFICATION

Date: 

The undersigned certifies that to the best of his/her knowledge (check only one):

☐ There is no officer or employee of ABOR who has, or whose relative has, a substantial interest in any Contract resulting from this request.

☐ The names of any and all public officers or employees of ABOR who have, or whose relative has, a substantial interest in any Contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

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AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE CONFLICT OF INTEREST CERTIFICATION
SECTION I  LEGAL WORKER CERTIFICATION

Pursuant to A.R.S. § 41-4401, ABOR is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

The Offeror acknowledges that a breach of this warranty by the Offeror or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by ABOR. ABOR retains the right to inspect the records of any Offeror, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Offeror and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Offeror’s warranty is not applicable where the Offeror is a governmental entity nor is the Offeror required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

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AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE LEGAL WORKER CERTIFICATION
SECTION J ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

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AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE ANTI-LOBBYING CERTIFICATION
SECTION K  FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
   (i) The Offeror and/or any of its Principals—

   (A) (check one) Are (    ) or are not (    ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm).

   (B) (check one) Have (    ) or have not (    ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

   (C) (check one) Are (    ) or are not (    ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror (check one) has (    ) or has not (    ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of
the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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<tr>
<td>Telephone Number</td>
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<tr>
<td>Print Name of Offeror’s Authorized Agent</td>
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<tr>
<td>Title of Offeror’s Authorized Agent</td>
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AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION
SECTION L  PARTICIPATION IN BOYCOTT OF ISRAEL

Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-CV-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.

Legislation has been enacted to prohibit ABOR from contracting with firms currently engaged in a Boycott of Israel. To ensure compliance with A.R.S. §§ 35-393 and 35-393.01, this form to be completed and returned with the Offer.

By signing this form, the Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel.

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**AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE PARTICIPATION IN BOYCOTT OF ISRAEL**
SECTION M

ATTACHMENT A – RETIREMENT ASSETS BY VENDOR BY INVESTMENT

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<td>Vendor 3</td>
<td>R93</td>
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Note: The table continues with more vendors and their respective balances.
SAMPLE AGREEMENT
ARIZONA BOARD OF REGENTS
AGREEMENT FOR CONSULTANT SERVICES

PARTIES: The Arizona Board of Regents ("ABOR"); and NAME ("CONSULTANT")

PURPOSE: ABOR is seeking an investment consultant for the retirement plans administered by ABOR.

1. ABOR desires to retain CONSULTANT, and CONSULTANT desires to provide services to ABOR, in his/her capacity as an independent contractor, upon the terms and conditions set forth in this Agreement. CONSULTANT shall provide consulting services to ABOR in accordance with the Scope/Description of Services set forth in Exhibit A to this Agreement.

2. The Agreement is effective as of DATE and will extend to DATE, unless terminated earlier by either party. The parties may agree in writing to extend the Agreement.

3. Termination. ABOR may terminate this Agreement with or without cause upon 30 days written notice to the CONSULTANT. If this Agreement is terminated, ABOR shall have no further obligations other than payment for services already rendered and for expenses previously incurred.

4. CONSULTANT will not engage in any activity adverse to ABOR or the universities. CONSULTANT must disclose to ABOR any conflict of interest that arises during the course of this Agreement.

5. Services performed under this contract will be performed by NAME, who will report to the ABOR Executive Director or designee.

6. Invoices will be emailed monthly to accounting@azregents.edu. Invoices will be for all items delivered within the month. All invoices shall reference the Agreement. Payments will be made in accordance with the fee schedule in Exhibit B.

7. For all purposes under the terms of this Agreement, CONSULTANT shall be an independent contractor, and not an officer or employee of ABOR. ABOR shall provide no employee benefits, including but not limited to Workers’ Compensation. In performance of the services described in this Agreement, the CONSULTANT shall determine his necessary hours of work.

8. The CONSULTANT shall maintain as confidential any and all confidential information, documents, materials, and items that CONSULTANT obtains, has access to, or is privy to
during the course of providing services to ABOR and the universities under this Agreement.

9. CONSULTANT may not assign the rights, delegate the duties, or otherwise dispose of any right, title, or interest in all or any part of any contract, or assign any monies due or to become due to such CONSULTANT without the prior written consent of ABOR.

10. All reports and other work products produced by CONSULTANT as part of the services rendered under this Agreement shall be provided to and will be the sole property of ABOR. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of ABOR.

11. CONSULTANT agrees to comply with all applicable laws, rules, regulations, and executive orders relating to nondiscrimination, equal employment opportunity, immigration, and the Americans with Disabilities Act.

12. The parties agree to submit all disputes under this agreement to this claims resolution procedures of ABOR Policy 3-809(C).

13. This Agreement may be cancelled without any further obligation on the part of ABOR in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. CONSULTANT shall be notified in writing of any such non-appropriation at the earliest opportunity.

14. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONSULTANT or any of the CONSULTANT’S owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such CONSULTANT to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by CONSULTANT from and against any and all claims. It is agreed that CONSULTANT will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the CONSULTANT agrees to waive all rights of subrogation against ABOR, the State of Arizona, their officers, officials, agents, and employees for losses arising from the work performed by the CONSULTANT for ABOR and/or the State of Arizona.
15. CONSULTANT will maintain, until all of CONSULTANT’s obligations have been discharged, insurance against claims that may arise from or in connection with the performance of the work performed by the CONSULTANT.

16. ABOR shall be permitted to retain other consultants performing similar tasks and services as the CONSULTANT, and the CONSULTANT shall be permitted to provide services to other parties consistent with the CONSULTANT’s obligation to complete the services undertaken pursuant to the terms of this Agreement.

17. ABOR and CONSULTANT recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by ABOR. Therefore, the CONSULTANT hereby assigns to ABOR any and all claims for such overcharges.

18. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes (A.R.S.) §38-511.

19. As required by A.R.S. §41-4401, ABOR is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. §23-214(A). CONSULTANT warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under A.R.S. §23-214(A), verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on this Agreement, and that it shall, as applicable or required under A.R.S. §23-214(A), require its subcontractors and sub-subcontractors to provide the same warranties to CONSULTANT.

A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to ABOR hereunder and under the common law, in the event of such a breach, ABOR shall have the right to terminate this Agreement. Upon request, ABOR shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

20. As required by A.R.S. §§35-393 to 35-393.01, by executing this Agreement, CONSULTANT certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement. (Unless and until the District Court's injunction in Jordahl v. Brnovich et al. is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01(A)) is unenforceable and the State will take no action to enforce it.)

21. All books, accounts, reports, files, and other records relating to this Agreement shall be maintained and shall be subject at all reasonable times to inspection and audit by ABOR for five years after completion of this Agreement. Records shall be produced at a place designated by ABOR, upon reasonable notice to the CONSULTANT.
Notice is provided of A.R.S. §§ 12-1518 and 12-133.

Failure by CONSULTANT to perform as specifically provided herein shall be an event of default permitting ABOR to pursue all remedies affordable by law or in equity, including termination of this Agreement.

CONSULTANT shall address all notices (excluding reimbursement claims) relative to this Agreement to:

ABOR shall address all notices relative to this Agreement to:

22. CONSULTANT shall comply with Section F “Terms and Conditions” of this RFP 2020005, which are attached to this Agreement as Exhibit C and incorporated herein by reference.

23. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

This Agreement may not be modified or amended except by written instrument signed by both parties.

This Agreement shall be governed by the laws of Arizona, the courts of which shall have jurisdiction over its subject matter.

24. The individual signing below on behalf of CONSULTANT hereby represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that this Agreement is binding upon CONSULTANT in accordance with its terms.

This Agreement may be executed in counter parts.

ARIZONA BOARD OF REGENTS  CONSULTANT

By____________________________        By____________________________

Date:____________________________  Date:____________________________
SAMPLE
EXHIBIT A
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

SCOPE / DESCRIPTION OF SERVICES

CONSULTANT will provide the following services:
SAMPLE
EXHIBIT B
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

FEES FOR SERVICES
SAMPLE
EXHIBIT C
TO ABOR
AGREEMENT FOR CONSULTANT SERVICES

TERMS AND CONDITIONS
(RFP 2020005, Section F)
ARIZONA BOARD OF REGENTS
OPTIONAL RETIREMENT PLAN
(FIFTH AMENDMENT AND RESTATEMENT)
Effective JULY 1, 2015
ARIZONA
BOARD OF REGENTS
OPTIONAL RETIREMENT PLAN
(FIFTH AMENDMENT AND RESTATEMENT)

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ARTICLE I

ESTABLISHMENT OF PLAN

1.1 History. The Arizona Board of Regents (the "Board"), a body corporate created under Article 2, Chapter 13, Title 15, Arizona Revised Statutes (A.R.S. sections 15-1621, et seg.), adopted the Arizona Board of Regents Optional Retirement Plan (the "Plan"), effective as of July 1, 1986. The Plan is a governmental plan as defined in Section 414(d) of the Code. On April 2, 1991, the Board amended and restated the Plan in its entirety, effective July 1, 1989, to incorporate all prior amendments, and to comply with applicable changes required by the Tax Reform Act of 1986 and any other laws or regulations affecting the Plan. The Board then amended and restated the Plan in its entirety for a second time, effective July 1, 1995, to incorporate all prior amendments, to comply with the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) and to permit the funding of benefits under the Plan through one or more trusts maintained under the Plan. The Board then amended and restated the Plan in its entirety for a third time, effective July 1, 1997, to incorporate all prior amendments and to comply with applicable changes required by the Uruguay Round Agreements Act of 1994 ("GATT"), the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), the Small Business Job Protection Act of 1996 ("SBJPA"), the Taxpayer Relief Act of 1997 ("TRA '97"), the Internal Revenue Service Restructuring and Reform Act of 1998 ("RRA '98") and the Community Renewal Tax Relief Act of 2000 ("CRA") (collectively referred to as "GUST"). The Board then amended and restated the Plan for a fourth time, effective July 1, 2008, to incorporate all prior amendments, and to comply with applicable changes required by the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and all other laws, regulations and other provisions set forth in the 2007 Cumulative List contained in Internal Revenue Service Notice 2007-94 as may be applicable to the Plan as a governmental plan. The Board now amends and restates the Plan for a fifth time, effective July 1, 2015, to incorporate all prior amendments, and to comply with applicable changes required by the Pension Protection Act of 2006 ("PPA '06") and all other laws, regulations and other provisions set forth in the 2014 Cumulative List contained in Internal Revenue Service Notice 2014-77 as may be applicable to the Plan as a governmental plan.

1.2 Purpose. The Board has established the Plan as an optional retirement plan to the Arizona State Retirement System (A.R.S. Title 38, Chapter 5, Article 2, sections 38-711, et seq.) under which qualified annuity contracts and one or more trusts providing retirement and death benefits may be purchased or provided for eligible Employees. The purpose of the Plan is to allow eligible Employees who elect to participate herein to contribute a percentage of their Compensation to the Plan on a pre-tax basis and to permit contributions by the Employers on behalf of participating Employees to supplement their retirement.

1.3 Intention. It is the intention of the Board that the Plan hereinafter set forth be the optional retirement program referred to in A.R.S. section 15-1628 and that the Plan meet all applicable requirements of such section and be qualified and
exempt under section 401(a) of the Code. The Plan shall be construed so as to give full force and effect to this intention. It is the further intention of the Board that the mandatory Employee Contributions to the Plan be designated as picked up by the Employers as hereafter provided in order that such mandatory Employee Contributions will not be included in the Employees' gross income for federal income tax purposes as provided by section 414(h)(2) of the Code.

1.4 Application. This amendment and restatement does not create a new plan. The amount, form, and right to benefits payable to an Employee (or any person claiming benefits through an Employee) who retired or was separated from service prior to the Effective Date of this amendment and restatement, shall be determined under the applicable provisions of the Plan as it was constituted at the time of such Employee's retirement or separation. This amendment and restatement shall not operate, or be construed to operate, to affect adversely any rights vested or guaranteed by the Plan in effect before July 1, 2015, or to divest any Employee of such rights. The rights of any Employee who terminated employment prior to July 1, 2015, shall be governed by the terms of the Plan then in effect except as the Plan may have been amended retroactive to a prior date by this amendment and restatement as set forth in Section 2.8 or in any other provision of this Plan. If a person is employed or reemployed on or after July 1, 2015, and performs an hour of service with an Employer on or after July 1, 2015, the rights of such Employee shall be governed by the terms of this Plan as amended and restated herein.
ARTICLE II

DEFINITIONS

2.1 Application of Definitions. Unless otherwise required by context, the terms used herein shall have the meanings set forth in the following sections of this Article. The masculine gender, when used herein, shall include the feminine and, unless context indicates otherwise, the singular shall include the plural and the plural the singular.

2.2 Beneficiary. "Beneficiary" means the person or persons designated by the Participant to receive benefits payable under the Plan and the Contract or Trust in the event of the Participant's death. The person or persons named in the beneficiary designation form under the Participant’s Contract shall be the Participant’s Beneficiary under this Plan with respect to any death benefits payable under the Contract. The person or persons named in the beneficiary designation on such form as may be prescribed by the Trustee of a Trust created under this Plan and in which a Participant's benefits are held shall be the Participant’s Beneficiary under this Plan with respect to any death benefits payable under such Trust. The term "Designated Beneficiary" shall include any individual designated by the Participant as his Beneficiary.

2.3 Board. "Board" means the Arizona Board of Regents, a body corporate created under Article 2, Chapter 13, Title 15, Arizona Revised Statutes (A.R.S. sections 15-1621, et seq.).


2.5 Compensation.

(a) "Compensation" means the remuneration paid to an Employee as his base wage or salary, including bonuses and overtime paid, but excluding living or other allowances, premium payments, compensation in kind, payments made to any employee pension or welfare benefit plan, or any other special or unusual form of compensation. Notwithstanding the foregoing, the Board hereby elects to include as Compensation any amount which is contributed by an Employer pursuant to a salary reduction agreement between the Employer and an Employee and which is not includable in the gross income of an Employee under sections 125, 132(f)(4), 403(b) or 414(h)(2) of the Code or amounts deferred under an eligible deferred compensation plan within the meaning of section 457(b) of the Code.

(b) Any reference in this Plan to the term "Compensation" shall be to the definition contained in this Section 2.5, unless such reference specifically utilizes a different definition of compensation.
(c) Except as provided in subsection 2.5(d), during any one Plan Year, the Plan shall take into account only the first $235,840 or such larger amount as the Commissioner of Internal Revenue may prescribe (which was the maximum amount of Compensation allowed to be taken into account under the Plan as in effect on July 1, 1993) of a Participant's Compensation for all purposes under this Plan, including, without limitation, determining benefits, contributions and allocations under this Plan.

(d) Except in the case of an eligible participant (as hereinafter defined in this subsection 2.5(d)), in addition to other applicable limitations set forth in this Plan, and notwithstanding any of the provisions of this Plan to the contrary, for Plan Years beginning on or after July 1, 2002, the annual compensation of each Employee taken into account under this Plan shall not exceed $200,000, as adjusted by the Commissioner of Internal Revenue for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. For purposes of this subsection 2.5(d), an "eligible participant", to whom the limitations of this subsection 2.5(d) do not apply, is an individual who first became a participant in the Plan during any Plan Year beginning before the Plan Year commencing July 1, 1996.

(e) The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which Compensation is determined (the "determination period") beginning in such calendar year. If the determination period consists of fewer than twelve (12) months, the annual Compensation limits set forth in this section 2.5 will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12).

(f) For the short Plan Year beginning July 1, 2015 and ending December 31, 2015, the annual Compensation of each Participant taken into account under this Plan shall not exceed one-half (½) of the Compensation limit announced by the Commissioner of Internal Revenue under section 401(a)(17) of the Code, effective for the Plan Year commencing in the 2015 calendar year.

2.6 Computation Period. "Computation Period" means the period for determining an Employee's vesting service. For purposes of determining an Employee's vesting service under the Plan, the Computation Period shall be the twelve (12) month period beginning on an Employee's Employment Date (or Reemployment Date, as the case may be) and ending on the anniversary thereof, and each twelve (12) month period thereafter.

2.7 Contract. "Contract" or "Contracts" shall mean a group contract or an allocated, nontransferable, individual contract, which are fixed, variable, or combination fixed and variable annuity contracts purchased by the Employer on behalf of the Participant as provided in Article VI and issued by an Insurance Company for the benefit of a Participant under which individual accounts shall be maintained.
Contract shall not mean an insurance contract on a Participant's life. Benefits under this Plan shall be based, in part, upon account balances under the Contracts and shall be valued not less frequently than annually. Any amounts provided in the nature of dividends or credits shall not be distributed to the Participant and shall be credited to the individual accounts in the Contract.

2.8 Effective Date. The Effective Date of the Plan as originally constituted was July 1, 1986. Other than as may be set forth in this Plan, the Effective Date of this Plan, as amended and restated herein, means July 1, 2015, although all provisions contained in this plan to comply with PPA '06 and all other laws, regulations and other provisions set forth in the 2014 Cumulative List contained in Internal Revenue Service Notice 2014-77 shall have an earlier or later Effective Date that coincides with the date such provisions are required to be effective as provided under applicable law.

2.9 Employee.

(a) The term "Employee" means:

(i) All persons employed by the Board in accordance with the conditions of faculty service, the conditions of administrative service, or the conditions of professional service; and

(ii) Any other person employed by the institutions under the jurisdiction of the Board who are approved by the Board to be treated as Employees hereunder and eligible to participate herein.

(b) The term 'Employee' does not include:

(i) A person engaged to work for less than five (5) months, or effective July 1, 2002 twenty (20) weeks, per year or for less than twenty (20) hours per week; provided that if the employment continues beyond the period of five (5) months, or effective July 1, 2002 twenty (20) weeks, or should commence for twenty (20) hours per week or more, the person shall be treated as an Employee as of the beginning of the next successive payroll period;

(ii) Any person not required to pay tax under the Federal Income Contributions Act, Chapter 21,Subtitle C, Title 26, United States Code (Section 3101, et seq., of the Code);

(iii) A person who is employed in postgraduate training in an approved medical residency training program of an Employer; and

(iv) Cooperative extension employees with Federal appointment.
(c) The term "Employee" shall also include any leased employee deemed to be an employee of an Employer as provided in sections 414(n) or (o) of the Code. A leased employee within the meaning of section 414(n)(2) of the Code shall not be eligible to participate in this Plan. As provided in section 414(n)(2) of the Code, "leased employee" means an individual (who otherwise is not an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person, has performed services for the Employer (or for the Employer and any persons related to the Employer within the meaning of section 144(a)(3) of the Code) on a substantially full time basis for at least one year and who performs such services under primary direction or control of the Employer within the meaning of section 414(n)(2) of the Code.

2.10 Employee Contribution. "Employee Contribution" means all amounts deducted from a Participant's Compensation as required by Article IV hereof, which amounts are remitted by the Employers to the Contracts or the Trusts described in Article VI hereof, and which are designated as picked up by the Employers.

2.11 Employer. "Employer" or "Employers" means the employing unit(s) under the jurisdiction of the Board which employ the Employees electing to participate under the Plan.

2.12 Employer Contribution. "Employer Contribution" means the contributions by the Employers as required by Article IV hereof.

2.13 Employer Contribution Account. "Employer Contribution Account" means the account established under Section 5.1 in the name of an individual Participant to which is credited Employer Contributions during the period prior to the date the Participant completes five (5) Years of Service.

2.14 Employment Date. "Employment Date" means the date on which an Employee is initially appointed by an Employer.

2.15 Insurance Company. "Insurance Company" means the companies approved by the Board to maintain the Contracts providing retirement benefits under this Plan.

2.16 Participant. "Participant" means any Employee who has irrevocably elected to participate in this Plan as provided in Article III.

2.17 Plan. "Plan" means the Arizona Board of Regents Optional Retirement Plan (Fifth Amendment and Restatement).

2.18 Plan Year. Effective January 1, 2016, "Plan Year" means the twelve (12) consecutive month period beginning on January 1 and ending on December 31. For Plan Years beginning prior to January 1, 2016, "Plan Year" means the twelve (12) consecutive month period beginning on July 1 and ending on June 30. There shall be a short "Plan Year" beginning on July 1, 2015 and ending on December 31, 2015.
2.19 **Reemployment Date; Military Leave.** "Reemployment Date" means the date following an Employee's termination of employment with all Employers on which the Employee is reappointed by an Employer. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to reemployment of qualified military service will be provided in accordance with section 414(u)(4) of the Code.

2.20 **Retirement Date.**

(a)  "Retirement Date" means the date on which a Participant terminates Employment with all Employers.

(b)  "Normal Retirement Date" means the earlier of: (i) the date on which a Participant attains age sixty-five (65) while employed by any Employer; or (ii) the day before the Participant's death, with respect to any Participant who dies while employed by any Employer and who, prior to death, would have attained his or her normal retirement date as defined in the Arizona Revised Statutes governing the Arizona State Retirement System (currently, A.R.S. § 38-711(27)).

(c)  For all purposes under this Plan and except as provided in paragraph (b) of Section 8.1 (dealing with phased retirement), a Participant must terminate employment with all Employers to be entitled to payment of any benefits under this Plan. The determination of whether a Participant has terminated employment with all Employers shall be based on all the facts and circumstances in connection with such termination (e.g., the existence of a written or oral arrangement providing for the Employee's reemployment at some date in the future will be evidence that termination of employment has not occurred, etc.). Such a determination shall be made by the Board (or its delegate) in its sole and absolute discretion, which shall be binding on the affected Participant. In no event shall a Participant be considered as having terminated employment if, as such date of termination, the Participant has entered into an express or implied contract (whether written or oral) for reemployment of the Participant with any Employer at some future date.

2.21 **Trust.** "Trust" means the Arizona Board of Regents Optional Retirement Plan Trust, dated as of July 1, 1995, under which Fidelity Management Trust Company is serving as Trustee.

2.22 **Trustee.** "Trustee" means Fidelity Management Trust Company, who shall serve as Trustee under the Arizona Board of Regents Optional Retirement Plan Trust, established effective as of July 1, 1995, and such other Trustees as may hereafter be appointed by the Board to serve as Trustee under one or more Trusts established under this Plan.

2.23 **Valuation Date.** "Valuation Date" means the last day of each pay period of the Employer or, if elected by an Employer, the last day of each calendar month. Each Insurance Company and Trustee shall value, at least annually on the last
day of each Plan Year, all amounts held by such Insurance Company or such Trustee under the Contracts or the Trust maintained by such Insurance Company or Trustee for on behalf of Participants hereunder.

2.24 Year of Service.

(a) "Year of Service" means, for purposes of determining an Employee's vesting service, a Computation Period in which the Employee is continuously employed and is participating under this Plan.

(b) In determining an Employee's continuous employment, any Employee who is under contract with an Employer for no less than an academic year shall be treated as continuously employed for the entire Plan Year in which such person's contract is included.

(c) Any eligible Employee who is a member of the Arizona State Retirement System ("ASRS") at the time the Employee elects to participate in this Plan shall leave the funds in his or her retirement account on deposit with ASRS during his continuous employment with an Employer and those years of member service in the ASRS shall count as years of service under this Plan. Notwithstanding the foregoing, as provided by § 27 of Chapter 327 of the 1999 Arizona Session Laws, beginning January 1, 1999 through December 31, 2000, an Employee who transferred from ASRS to this Plan and who was required to leave in ASRS the contributions that were made before the transfer may withdraw the Employee's contributions to ASRS and an amount equal to the Employer contributions paid to ASRS on behalf of the Employee plus interest as determined by the ASRS board if the Employee satisfies any one of the following conditions:

(i) The Employee has terminated employment by retirement or death; or

(ii) The Employee has attained his or her normal retirement date as defined in A.R.S. § 38-711.

In addition, beginning January 1, 1999 through December 31, 2000, the Employee may elect to transfer to this Plan the lump sum value of the refunded contributions and interest as determined pursuant to § 27 of Chapter 327 of the 1999 Arizona Session Laws. The transfer shall be credited under this Plan in equal amounts as attributed to Employee contributions and Employer contributions.

(d) In determining an Employee's Years of Service, each Employer shall have the power to interpret this Section and apply it to its Employees or certain classes of Employees, including the power to remedy possible ambiguities, inconsistencies or omissions and establish policies regarding leaves of absence; provided, however, that all interpretations and decisions shall be made in good faith and applied, insofar as is practicable, in a uniform and nondiscriminatory manner to
all Employees similarly situated, and when so made or, applied shall be binding upon all Employees.
ARTICLE III

ELIGIBILITY

3.1 Conditions of Eligibility.

(a) Any Employee participating in this Plan as of June 30, 1997 shall continue to participate in the Plan. An Employee described in this subsection 3.1(a) shall not be required to make any elections to participate in this Plan nor may such Employee elect not to participate in this Plan.

(b) Any other Employee employed by an Employer on or after July 1, 1997 shall become eligible to participate in the Plan as of the Employee's Employment Date.

3.2 Reemployment of Persons Eligible To Participate. If an Employee was eligible to participate prior to terminating his service with an Employer, and such Employee is subsequently reemployed by an Employer and is then eligible to participate hereunder, he shall again be eligible to participate in the Plan as of his Reemployment Date; provided that in no event shall an individual's reinstatement as a Participant under this Article result in the duplication of benefits provided under the Plan.

3.3 Commencement of Participation.

(a) An Employee who does not automatically continue participation in this Plan under subsection 3.1(a) shall elect to participate in either the Arizona State Retirement System ("ASRS") (A.R.S. Title 38, Chapter, 5, Article 2, sections 38-711, et sec.) or this Plan. The election shall be made in writing and filed with ASRS and the disbursing officer of the Employee's Employer within thirty (30) days after notice in writing to the Employee of his eligibility to participate hereunder, and shall become effective on the first day of the pay period following such election. Such election shall be irrevocable when made and shall continue through the duration of the Employee's employment with his Employer. Such election shall constitute a waiver of all benefits provided by ASRS, except such benefits as are expressly provided by law. If an Employee fails to make an election as provided under this Section, he shall be deemed to have elected participation in ASRS and shall waive all benefits provided under this Plan, except such benefits as are expressly provided by law.

(b) Notwithstanding the foregoing, if an Employee is eligible to elect not to participate in ASRS, such Employee shall not be required to participate in this Plan even if such Employee makes an election not to participate in ASRS. The election not to participate in this Plan shall be made in writing and filed with the disbursing officer of the Employee's Employer within thirty (30) days after notice in writing to the Employee of his eligibility to participate hereunder. Such election shall be irrevocable when made and shall continue through the duration of the Employee's employment with his Employer and shall constitute a waiver of all benefits provided by
this Plan. Alternatively, such Employee may, notwithstanding his election not to participate in ASRS as permitted under Arizona law, elect to participate in this Plan as provided in Section 3.3(a) above.

3.4 Cessation of Participation. An Employee shall not be an active Participant in the Plan nor continue to participate in the Plan, and shall not be entitled to accrue any benefits or make any contribution hereunder, if:

(a) He is retired or separated from employment with all Employers; or

(b) His employment is reclassified so that he is no longer an Employee as that term is defined in Section 2.9 of this Plan.
ARTICLE IV

EMPLOYER AND EMPLOYEE CONTRIBUTIONS

4.1 Funding. The Plan shall be funded by Employer Contributions and Employee Contributions.

4.2 Mandatory Employee Contributions. Upon electing to participate in this Plan, a Participant shall be deemed to have authorized his Employer to deduct from his Compensation, prior to its payment, seven percent (7%) of his Compensation (or such other amount required by A.R.S. section 15-1628C), as a contribution to the Plan, which shall be credited to the Participant's Contract or deposited in the, Trust, as the case may be. The amount of Employee Contributions hereunder shall be picked up by the Participant's Employer and shall be made by the Participant's Employer in lieu of the contributions required by the Participant. However, although the Employee Contributions shall be picked up by the Participant's Employer, the Employee's Compensation shall be reduced by the amount of picked up contributions. The Participant shall not have the option to receive the picked up contributions directly and such contributions shall be paid by the Employer directly to the Insurance Company or to the Trustee as provided in Section 5.4.

4.3 Employer Contributions. Each Employer shall contribute to the Plan on behalf of each Participant employed by such Employer an amount equal to seven percent (7%) of the Participant's Compensation as required by A.R.S. section 15-1628C.

4.4 Changes or Suspension of Employee Contributions. A Participant may not change or suspend his Employee Contributions once the Employee has elected to participate hereunder.
ARTICLE V
MAINTENANCE OF ACCOUNTS

5.1 Creation of Accounts. During the period prior to the date a Participant completes five (5) Years of Service (if the Participant is not fully vested on his Employment Date as provided in subsection 7.2(b)), each Employer shall maintain in trust on behalf of each Participant who is an Employee of such Employer an Employer Contribution Account to which is credited all Employer Contributions made on behalf of a Participant prior to the date the Participant completes five (5) Years of Service. Each Employer Contribution Account shall be maintained in the name of the Participant to whom it concerns and shall be maintained solely for accounting purposes and shall not require the segregation of assets of the Employer, except as provided in Section 6.1 and unless otherwise required by law. If a Participant transfers employment from one Employer to another Employer at such time as an Employer Contribution Account is maintained for such Participant, the previous Employer shall transfer the Participant's Employer Contribution Account to the new Employer who shall then maintain the Employer Contribution Account on behalf of such Participant.

5.2 Adjustment to Account. The Employer shall allocate to the Participant's Employer Contribution Account the Employer Contributions made since the immediately preceding pay period. Effective as of each Valuation Date the Employer shall credit to the Participant's Employer Contribution Account an amount of interest equal to the rate of earnings earned since the most recent Valuation Date by the fund in which the Participant's Employer Contribution Account is invested.

5.3 Application of Forfeitures. If a Participant terminates his Employment with all Employers for reasons other than death when he is not fully vested as provided under Section 7.2, the Participant shall immediately forfeit the entire amount of his Employer Contribution Account.

5.4 Payments to Insurance Company or Trustee. As soon as practicable after each pay period, the Employer shall pay to an Insurance Company or a Trustee, as directed by the Participants, the Employee Contributions plus, if the Participant is fully vested as provided under Section 7.2, the Employer Contributions on behalf of such Participant for such pay period, which amounts shall be credited to the Contract maintained on behalf of such Participant or under the Trust in which the Participant's benefits are maintained. As soon as practicable after the Participant has completed five (5) Years of Service, the Employer shall transfer to the Insurance Company or Trustee the Participant's Employer Contribution Account (valued as of the most recent Valuation Date preceding the date of transfer), which amount shall be credited to the Contract maintained on behalf of such Participant or under the Trust in which the Participant's benefits are maintained and thereafter the Participant shall have no Employer Contribution Account under this Plan and benefits provided under this Plan shall be provided exclusively through the Contract or the Trust, as the case may be.
5.5 **Maximum Additions.** Contributions to the Plan shall be limited as provided in Appendix A of the Plan.
ARTICLE VI

ANNUITY CONTRACTS AND TRUST FUNDS

6.1 Fund. Prior to the date a Participant completes five (5) Years of Service, each Employer shall retain its Employer Contributions on behalf of the Participant employed by such Employer in trust in a separate fund for the exclusive benefit of such Participants. The benefits, and all interest, earnings and other credits pertaining thereto, shall be exempt from state, county and municipal taxes, shall not be subject to execution or attachment and shall not be assignable.

6.2 Annuity Contracts. On the date a Participant elects to participate hereunder, such Participant may apply for one or more Contracts issued by any Insurance Company approved by the Board to maintain qualified annuity contracts providing retirement benefits under this Plan. Each Contract shall be a qualified non-transferable annuity contract as described in sections 401(f), 401(g), 403(a) and 404(a)(2) of the Code and all provisions of said Contract shall be subject to the terms of this Plan (specifically, without limitation, Section 5.5 (relating to maximum additions under section 415 of the Code) and Section 8.4 (relating to minimum distributions under section 401(a)(9) of the Code)) and all applicable provisions of section 401(a) of the Code. Employee Contributions and Employer Contributions shall be transferred by the Employer to the Insurance Company maintaining the Contract on behalf of the Participant as provided in Section 5.4.

6.3 Contract Owner. Each Contract shall designate the Participant as sole owner, with rights reserved to the Participant to exercise any right or option contained therein. Each Participant shall complete the necessary application forms as provided by the Insurance Company in order to establish the Contract to fund benefits under this Plan. Each such Contract issued under this Plan is for the sole purpose of providing retirement or death benefits. The Participant may not sell, assign, transfer, discount or pledge as collateral for a loan or as security for the performance of an obligation or for any other purpose his interest in the Contract to any person other than the Insurance Company insuring such Contract.

6.4 Trust. On the date a Participant elects to participate hereunder, such Participant may, in addition to or in lieu of applying for one or more Contracts as described in Section 6.2 of this Plan, direct the Employer to transfer all or any portion of Employee Contributions and Employer Contributions (either immediately or upon the Participant completing five (5) Years of Service as provided in Section 5.4 of the Plan) to one or more Trusts entered into between the Board and one or more Trustees to provide benefits to Participants under this Plan. Each Trust shall be maintained under this Plan and shall be subject to the terms and conditions of this Plan. All or a portion of the Employee Contributions and Employer Contributions shall be transferred by the Employer to the Trustee on behalf of the Participant as provided in Section 5.4.
6.5 Direction by Participants. Each Participant shall direct the Employer as to the net amount of Employee Contributions and Employer Contributions which shall be transferred to any one or more Insurance Companies or any one or more Trusts as provided in Sections 6.2 through 6.4 of this Plan. Each Employer and the Board shall be relieved of any liability to the Participant with respect to such Employee Contributions and, Employer Contributions once transferred to an Insurance Company or a Trustee as provided herein. Upon such transfer, the Participant shall look solely to the Insurance Company or the Trustee for the investment and reinvestment of such funds and the provisions of retirement or other benefits as provided under this Plan and neither the Board nor any Employer shall have any liability or responsibility therefore.

6.6 Portability of Insurance Contracts.

(a) Unless otherwise provided under the terms of a Contract which has been approved by the Board, the Insurance Company will permit the Participants under the Plan to elect, once each year, to transfer some or all of the funds in the Contracts to one or more other Contracts maintained by an Insurance Company approved by the Board for providing benefits under the Plan or to one or more Trustees of Trusts maintained under the Plan. Unless otherwise provided under the terms of a Contract which has been approved by the Board, the Insurance Company will permit the Participants under the Plan to elect, once each year, to transfer funds from one or more other Contracts maintained by Insurance Companies approved by the Board for providing benefits under the Plan or funds from one or more trusts maintained under the Plan to the Contracts maintained by the Insurance Company. The Insurance Company shall permit a Participant to continue to direct contributions to the Contract from which the funds were transferred or cease directing any future contributions to such Contract.

(b) The Contracts shall provide that Participants shall have the right, once each year, to suspend contributions to a Contract and direct contributions to another Contract or Trust.

(c) The Insurance Company shall permit Participants to transfer the funds which have been deposited under a Contract to an optional retirement program maintained by an educational institution in another state with whom the Participant is then employed; provided that such other optional retirement program is also qualified under section 401(a) of the Code and offers nontransferable annuity contracts described in sections 401(f), 401(g), 403(a) and 404(a)(2) of the Code; and further provided that the annuity contracts under such other program do not contain any provision for cash surrender or loans. Such transfer of the funds that have been deposited under the Contract shall be effectuated by either a transfer of the Contract or the transfer of the funds deposited under the Contract to an annuity contract maintained by another insurance company providing benefits under the other program.
(d) All transfers of funds or modifications to the contributions or benefits provided under the Contracts shall be made by the Insurance Companies without cost or fee to the Participant or the Plan, other than costs or fees approved in advance by the Board or reasonable administrative costs charged by the Insurance Companies. The Insurance Companies may establish reasonable procedures to effectuate the provisions of this Section 6.6; provided that such procedures comply with the provisions contained in this Section 6.6 and do not conflict with any terms of the Plan or any procedures which may be established by the Board.

6.7 Portability of Trust.

(a) The Trustee of a Trust will permit the Participants under the Plan to elect, once each year, to transfer some or all of the funds in the Trust to one or more Trustees of other Trusts maintained under this Plan or to one or more Contracts maintained by an Insurance Company approved by the Board for providing benefits under this Plan. The Trustee of a Trust will permit the Participants under the Plan to elect, once each year, to transfer funds from one or more other Trusts maintained under this Plan or from one or more Contracts maintained by an Insurance Company approved by the Board for providing benefits under the Plan to the Trustee of such Trust. The Trustee shall permit a Participant to continue to direct contributions to the Trust from which the funds were transferred or cease directing any future contributions to such Trust.

(b) A Trustee shall permit Participants, once each year, to suspend contributions to the Trust and to direct contributions to another Trust or Contract.

(c) A Trustee shall permit Participants to transfer the funds which have been deposited under the Trust to an optional retirement program maintained by an educational institution in another state with whom the Participant is then employed; provided that such other optional retirement program is also qualified under section 401(a) of the Code and either provides benefits through a trust arrangement or offers nontransferable annuity contracts described in sections 401(f), 401(g), 403(a) and 404(a)(2) of the Code; and further provided that such trust or annuity contracts under such other program do not contain any provisions for loans.

(d) All transfer of funds or modifications to the contributions or benefits provided under a Trust shall be made by the Trustee without cost or fee to the Participant or the Plan, other than costs or fees approved in advance by the Board. The Trustee may establish reasonable procedures to effectuate the provisions of this Section 6.7; provided that such procedures comply with the provisions contained in this Section 6.7 and do not conflict with any terms of the Plan or any procedures which may be established by the Board.

6.8 Transfers to Plan. Any Participant, with the Board's (or its agent's) written consent and after filing with the Board the form prescribed by the Board for such purpose, may contribute cash to the Plan if the contribution is a "eligible
rollover contribution" (as defined in section 12.2(a) of this Plan) which the Code permits an employee to transfer either directly or indirectly from one qualified plan to another qualified plan. Before accepting the rollover contribution, the Board (or its agent) may require the Participant to furnish satisfactory evidence that the proposed transfer is in fact an "eligible rollover contribution" which the Code permits the Participant to make to a qualified plan. If the Board (or its agent) permits the direct rollover of any amounts attributable to after-tax contributions, the Plan will accept such contributions only if the Contract or Trust to which such contribution is allocated will separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. On the date the Participant elects to make such eligible rollover contribution to this Plan, such Participant may apply for one or more Contracts (under the procedures prescribed by section 6.2 of this Plan) to which all or any portion of the eligible rollover contribution will be transferred or shall direct that all or any portion of such eligible rollover contribution be transferred to one or more Trusts maintained under the Plan. The eligible rollover contribution transferred to such Contract or Trust and the benefits held therein shall be subject to all the provisions of this Plan as any other Employee Contributions made to a Contract or Trust maintained pursuant to this Plan (including, without limitation, rules restricting and requiring distributions under this Plan).
ARTICLE VII

VESTING

7.1 Employee Contributions.

(a) Amounts attributable to Employee Contributions which are picked up by the Employer, and are transferred to the Contract maintained on behalf of the Participant or a Trust under which the Participant's benefits are maintained, shall at all times be nonforfeitable.

(b) After a participant terminates service, with the Employer and is fully vested in his Employer Contribution Account, he may withdraw any or all of the Employer Contribution Account without forfeiting his Employer Contribution Account. Any withdrawals from the Employer Contribution Account will be made in accordance with Section 7.2(c), Section 8.4 and A.R.S. section 15-1628G.

7.2 Employer Contributions.

(a) Except as provided in subsections 7.2(b) and (c) and Section 7.4 below, a Participant's vested, nonforfeitable right to all or a portion of the balance of his Employer Contribution Account or any Employer Contributions transferred to a Contract or Trust shall be based on his whole and fractional Years of Service, in accordance with the following vesting schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
<th>Forfeited Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>5 or more</td>
<td>100%</td>
<td>0%</td>
</tr>
</tbody>
</table>

(b) If, on the Participant's Employment Date or Reemployment Date (as the case may be), the Participant is the owner of a contract which the Employer determines is a contract maintained under a defined contribution or defined benefit retirement program of (i) a college, university, higher education organization or research organization located anywhere in the United States, (ii) a similar type retirement plan of a college, university or higher education organization located in any country or territory other than the United States, or (iii) the Arizona State University Foundation, the Northern Arizona University Foundation, or the University of Arizona Foundation, such Participant shall have a nonforfeitable right to one hundred percent (100%) of his Employer Contribution Account without regard to completing any Years of Service under this Plan. This paragraph shall apply regardless of the insurance company or other provider of the contract owned by the Participant under the other retirement program. Upon entry into the Plan, such Participant may select to transfer the benefits under such other contract to any Insurance Company or Trustee as permitted under Section 6.8 of the Plan. The Participant shall submit such evidence as the Board may require to
make a determination that the Participant is entitled to full vesting under this Paragraph 7.2(b).

(c) Notwithstanding the foregoing provisions of subsections 7.2(a) and (b), if a Participant terminates service after he is fully vested in his Employer Contribution Account and such Account has been paid to the Insurance Company or Trustee as provided in Section 5.4, the Participant shall be required to receive the amounts held in the Contract or Trust attributable to Employer Contributions (and any earnings thereon) in any form permitted under this Plan.

7.3 Termination of Service; Reinstatement.

(a) If a Participant who is not otherwise vested under subsection 7.2(b) terminates service for any reason (other than death) prior to completing five (5) Years of Service, the Participant shall forfeit his entire Employer Contribution Account. If a Participant establishes a Reemployment Date and has not commenced receiving benefits under a Contract or Trust or withdrawn all or any portion of his contributions to such Contract or Trust, the Participant shall continue to vest on the schedule contained in Section 7.2; provided that the Employer shall not reinstate the Participant’s Employer Contribution Account nor shall the Employer credit the Participant with service during the period of the Participant’s absence from employment.

(b) If a Participant terminates service after completing five (5) Years of Service and later reparticipates under the Plan and has not commenced receiving benefits under his Contract or withdrawn all or any portion of his contributions to such Contract or Trust, the Participant shall be fully vested in his Employer Contributions Account and shall not be required to again complete five (5) Years of Service for vesting.

7.4 Vesting on Normal Retirement Date or Death.

(a) If a Participant retires under this Plan on or after his Normal Retirement Date, a Participant shall have a nonforfeitable right to one hundred percent (100%) of his Employer Contribution Account. If a Participant’s Employment is terminated because of death, his Beneficiary shall have a nonforfeitable right to one hundred percent (100%) of the deceased Participant’s Employer Contribution Account.

(b) If a Participant who does not currently perform services for an Employer for reason of “qualified military service” as defined in Section 414(u) of the Code dies after December 31, 2006 while performing such qualified military service, such Participant’s Beneficiary shall have a nonforfeitable right to one hundred percent (100%) of the deceased Participant’s Employer Contribution Account.
ARTICLE VIII

TIME OF RETIREMENT AND PLAN BENEFITS

8.1 Time of Retirement.

(a) A Participant shall retire under the Plan on his Retirement Date. At any time thereafter, the Participant may commence receiving benefits as provided under this Plan.

(b) In addition to the foregoing, a Participant may participate in a phased retirement program maintained by an Employer and commence receiving benefits as provided under this Plan, provided that all of the following conditions are met:

(i) The Participant has attained age sixty-two (62) while employed by any Employer;

(ii) The Participant is fully vested in his or her Employer Contribution Account, as provided under Article VII of this Plan; and

(iii) The Participant has entered into a written agreement with his or her Employer setting forth the Participant's eligibility and the terms and conditions of the Participant's phased retirement commencing at age sixty-two (62) or thereafter.

8.2 Benefits Subject to Distribution; Time of Distribution. Except as provided in Section 8.3 (relating to death benefits), a Participant's benefits under this Plan shall be provided exclusively through the Participant's Contract or the Trust under which the Participant's benefits are maintained. A Participant shall be entitled to no other benefits under this Plan. Notwithstanding anything to the contrary in this Plan, Contract or Trust, benefits shall commence no later than the April 1 following the later of the calendar year in which the Participant (i) terminates his employment with the Employer, or (ii) attains age seventy and one-half (70-1/2), all as required in Appendix B of the Plan.

8.3 Death Benefits. In addition to any benefits provided under the Contracts or a Trust, if a Participant dies when an Employer is maintaining an Employer Contribution Account on behalf of such Participant, the entire value of the Participant's Employer Contribution Account, valued as of the Valuation Date immediately following the Participant's death shall, at the option of the Participant's Beneficiary, shall be (i) transferred by the Employer to the Insurance Company maintaining the Contract on behalf of the deceased Participant (and paid as a death benefit under the terms of the Contract); (ii) transferred by the employer to the Trustee of the Trust under which the Participant's benefits are maintained; (iii) paid by the Employer directly to the Participant's Beneficiary, in a single lump sum distribution; or (iv) any combination of the foregoing.
8.4 Form of Plan Benefits and Minimum Distributions. Other than as provided in Section 8.2 and this Section 8.4, distribution of a Participant's benefits shall be governed by the Contract maintained on behalf of the Participant or the Trust under which the Participant's benefits are maintained (on the distribution form prescribed by the Trustee or its affiliates thereunder). In no event shall the Board or any Employer be obligated or required to see to the proper application or distribution of such benefits. Notwithstanding anything to the contrary in any Contract maintained on behalf of the Participant or under any Trust under which the Participant's benefits are maintained, the minimum distribution rules set forth in Appendix B shall apply to all distributions under such Contracts or Trusts and distribution of the death benefit under Section 8.3.
ARTICLE IX

ADMINISTRATION OF THE PLAN

9.1 Board as Administrator. To facilitate administration of the Plan, the Plan shall be administered by the Board.

9.2 Board Procedure. The Board shall hold such meetings and establish such rules and procedures as may be necessary to enable it to discharge its duties hereunder. A majority of the members of the Board shall constitute a quorum. Action by the Board may be taken at a meeting by a vote of a majority of those present or without a meeting by unanimous consent in writing of all members.

9.3 Board’s Powers and Duties

(a) The Board shall have all powers necessary or proper to administer the Plan and to discharge its duties under the Plan, including, but not limited to, the following powers:

(i) To make and enforce such rules and regulations as it may deem necessary or proper for the orderly and efficient administration of the Plan;

(ii) To construe and interpret the Plan and to decide any and all matters arising hereunder, including the power to remedy possible ambiguities, inconsistencies or omissions; provided, however, that all such interpretations and decisions shall be made in good faith and applied, insofar as is practicable, in a uniform and nondiscriminatory manner to all Employees similarly situated, and when so made or applied shall be binding upon all Employees and their Beneficiaries;

(iii) To compute the value of Employer Contribution Account balances and nonforfeitable percentages thereof which are payable to any Participant or Beneficiary in accordance with the provisions of the Plan;

(iv) To authorize disbursements from the Plan;

(v) To prepare and distribute information explaining the Plan; and

(vi) To appoint or employ persons to assist in the administration of the Plan, including attorneys, actuaries and accountants.

(b) The Board may from time to time allocate to one (1) or more of its members, employees or agents (and may delegate to any other person or
organization, including any Employer) any of its powers, duties and responsibilities with respect to the operation and administration of the Plan and may employ, and authorize any person to whom any of its responsibilities have been delegated to employ, persons to render advice with regard to any responsibility held hereunder.
ARTICLE X

LOANS AND WITHDRAWALS; EXCLUSIVE BENEFIT

10.1 Loans and Withdrawals.

(a) Except as provided in paragraph (c) of this Section 10.1, Participant loans and withdrawals from amounts attributable to Employer and Employee Contributions are not permitted either under the Plan or from any Contracts or Trusts maintained on behalf of the Participants while a Participant is employed by any Employer.

(b) Following a Participant's Retirement Date, loans from amounts attributable to Employer and Employee Contributions are not permitted under the Plan or from any Contracts or Trusts maintained on behalf of the Participants. The foregoing sentence does not affect any loans already made to a Participant prior to July 1, 2011 from amounts attributable to Employee Contributions under any Contracts maintained on behalf of such Participant or under any Trust under which the Participant's benefits are maintained under such uniform terms and conditions as any Insurance Company or Trustee may offer loans under such Contracts, provided that any such loans are secured by the Participant's interest in such Contract or Trust.

(c) Notwithstanding the foregoing paragraph (a) of this Section 10.1, a Participant may commence receiving benefits under a phased retirement program as provided in paragraph (b) of Section 8.1, while employed by an Employer.

10.2 Exclusive Benefit. All assets in the Participant's Employer Contribution Accounts, Contracts or Trust's under which the Participant's benefits are maintained including any interest allocated thereto, shall be retained by the Employer, Insurance Company or Trustee for the exclusive benefit of Participants and their Beneficiaries, and shall be used exclusively to pay benefits to such persons.

10.3 Return of Mistaken Contributions. The Employers contribute to this Plan on the condition their contributions are not due to a mistake of fact. An Insurance Company or a Trustee, upon written request from an Employer, must return to the Employer the amount of the Employer's contribution made by the Employer by mistake of fact. An Insurance Company or a Trustee will not return any portion of an Employer's contribution under the provisions of this Section 10.3 paragraph more than one year after the Employer made the contribution by mistake of fact. An Insurance Company or a Trustee will not increase the amount of the Employer contribution returnable under this Section 10.3 for any earnings attributable to the contribution, but an Insurance Company or a Trustee will decrease the Employer contribution returnable for any losses attributable to it. An Insurance Company or a Trustee may require the Employer to furnish it whatever evidence the Insurance Company or Trustee deems necessary to enable the Insurance Company
or Trustee to confirm the amount the Employer has requested be returned is properly returnable under the principles set forth or incorporated within Internal Revenue Service Revenue Ruling 91-4.
ARTICLE XI

AMENDMENT OR TERMINATION

11.1 Right to Amend or Terminate. The Board hopes and expects to continue the Plan indefinitely. Nevertheless, the Board reserves the right to terminate or partially terminate or to suspend, or completely discontinue Employer Contributions under the Plan with respect to Employees. In addition, the Board may amend or modify the Plan from time to time, and may make any such amendments or modifications retroactively, provided that no such action shall adversely affect Participants to the extent of their vested or accrued benefits. Notwithstanding the foregoing, any modification or amendment of the Plan may be made 'retroactively, if necessary or appropriate to qualify or, maintain the Plan as one meeting the applicable requirements of the Code and the regulations that are or may be issued thereunder.

11.2 Full Vesting Upon Termination. Upon complete or partial termination of the Plan, and after receipt of notice from the Internal Revenue Service that such termination does not adversely affect the Plan’s qualified status under the Code, where such approval may be necessary or appropriate, the Employer Contribution Accounts of all Participants affected thereby shall become fully vested.
ARTICLE XII

ELIGIBLE ROLLOVER DISTRIBUTIONS

12.1 Election. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

12.2 Definitions.

(a) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under section 401(a)(9) of the Code; (iii) any hardship distribution; and (iv) any other distribution(s) that is reasonably expected to total less than $200 during a year.

(b) Eligible retirement plan. An eligible retirement plan is: (a) an individual retirement account described in section 408(a) of the Code, (b) an individual retirement annuity described in section 408(b) of the Code, (c) effective January 1, 2008, a Roth IRA described in section 408A of the Code, an annuity plan described in section 403(a) of the Code, (d) a qualified trust described in section 401(a) of the Code, (e) an annuity contract described in section 403(b) of the Code or (f) an eligible deferred compensation plan described in section 457(b) of the Code, which is maintained by an eligible employer described in section 457(e)(1)(A) of the Code that accepts the distributee's eligible rollover distribution.

(c) Distributee. A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(d) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Modification of definition of eligible rollover distribution to include after-tax employee contributions. For purposes of the direct rollover provisions in the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be transferred only to an individual
retirement account or annuity described in section 408(a) or (b) of the Code, to a
qualified plan described in section 401(a) of the Code or to an annuity contract
described in section 403(b) of the Code that agrees to separately account for amounts
so transferred, including separately accounting for the portion of such distribution which
is includible in gross income and the portion of such distribution which is not so
includible.

12.3 Commencement of Distributions. An eligible rollover distribution
may commence less than 30 days after the notice required under section 402(f) of
the Code is given, provided that:

(a) The plan clearly informs the distributee that the distributee
has a right to a period of at least 30 days after receiving the notice to consider the
decision of whether or not to elect a direct rollover (and, if applicable, a particular
distribution option), and

(b) The distributee, after receiving the notice, affirmatively elects
a distribution.

12.4 Trustee-to-Trustee Transfer by Non-Spouse Beneficiary. An
individual who is eligible to make a trustee-to-trustee transfer under this Section 12.4
may elect, at the time and in the manner prescribed by the Board (or its agent), to have
all or any portion of a distribution from this Plan made with respect to a deceased
Participant (other than any distribution to the extent such distribution is required under
section 401(a)(9) of the Code) transferred directly to: (a) an individual retirement
account described in section 408(a) of the Code, (b) an individual retirement annuity
described in section 408(b) of the Code, or (c) effective January 1, 2008, a Roth IRA
described in section 408A of the Code. An individual who is eligible to make a trustee-
to-trustee transfer under this Section 12.4 is any individual who is not the surviving
spouse of the deceased Participant and is designated as a Beneficiary pursuant to
Section 2.2 and as defined in Section 5.1 of Appendix B.
ARTICLE XIII

GENERAL PROVISIONS

13.1 No Guarantee of Employment. Neither the Plan nor any provisions contained in the Plan shall be construed to be a contract between the Board and an Employee, or to be a consideration for, or an inducement for, the employment of any Employee. Nothing contained in the Plan shall be deemed to give any Employee the right to be retained in the service of any Employer or to interfere with the right of such Employer to discharge or to terminate the service of any Employee at any time, without regard to the effect such discharge or termination may have on any rights under the Plan.

13.2 Payments to Minors and Incompetents. If a Participant or Beneficiary, entitled to receive any benefits hereunder is a minor or is determined by the Insurance Company maintaining the Contract(s) providing benefits to the Participant under this Plan or the Trustee of a Trust under which the Participant's benefits are maintained, in its sole discretion, or is adjudged to be legally incapable of giving valid receipt and discharge for Plan benefits, the Insurance Company or Trustee may pay the benefits to the duly appointed guardian or conservator of such person or to retain such benefits in the Contract or Trust for the benefit of such person until distribution can be made to a duly appointed guardian or conservator or is ordered to be made by a court of competent jurisdiction. Such payment shall, to the extent made, discharge the Board, the Insurance Company and Trust of any liability for such payment under the Plan, Contract or Trust.

13.3 Nonalienation of Benefits.

(a) The Board has created this Plan to provide retirement security and protection to Plan Participants, their Beneficiaries, and persons claiming benefits through them. Except as provided in subsection 13.3(b) below, no interest in or benefit payable under the Plan or any Contract or Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge; and any action by way of anticipating, alienating, selling, transferring, assigning, pledging, encumbering or charging the same shall be void and of no effect; nor shall any interest in or benefit payable under the Plan or any Contract or Trust be in any way subject to any legal or equitable process, including, but not limited to, garnishment, attachment, levy or seizure or to the lien of any person; nor shall any such interest or benefit be in any manner subject to the debts, obligations, contracts, engagements, liabilities or torts of any person entitled to payment of such benefits. Should any Participant or Beneficiary become bankrupt or attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any interest or benefit provided under the Plan or any Contract or Trust, or should any attempt be made by any person to attach, garnish, levy or seize any interest or benefit provided pursuant to the Plan or any Contract or Trust to a Participant, Beneficiary or other person claiming benefits hereunder, then the Board, Insurance Company maintaining such Contract or Trustee of the Trust shall have authority to hold such interest or
benefit and apply it to or for the benefit of such person or his spouse, children or other dependents, or any of them, as the Board or such Insurance Company or Trustee, in its discretion, shall determine to be appropriate. This provision shall be construed to provide each Participant, Beneficiary or other person claiming any interest or benefit through the Plan or any Contract or Trust with the maximum protection against alienation, encumbrance and any legal and equitable process, including, but not limited to, attachment, garnishment, levy, seizure or other lien, afforded his interest in the Plan or any Contract or Trust (and the benefits provided thereunder) by law and any applicable regulations.

(b) This Section 13.3 shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined by the Board to be a "qualified domestic relations order" as defined in section 414(p) of the Code, or any domestic relations order entered before January 1, 1985. This Plan specifically permits distribution to an alternate payee under a qualified domestic relations order at any time, irrespective of whether the Participant has attained his earliest retirement age (as defined under section 414(p) of the Code) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of the earliest retirement age is available only if: (i) the order specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution; and (ii) if the present value of the alternate payee's benefits under the Plan exceeds $5,000, the alternate payee consents in writing to such distribution. Nothing in this Section shall permit a Participant a right to receive distribution at a time otherwise not permitted under the Plan nor shall it permit the alternate payee to receive a form of payment not permitted under Section 8.4 of the Plan.

13.4 Right to Plan Assets. No Employee or Beneficiary shall have any right to, or interest in, any assets of the Plan upon termination of his employment or otherwise, except as provided under this Plan or any Contract or Trust, and then only to the extent of the benefits payable under the Plan or any Contract or Trust to such Employee or Beneficiary out of the assets of the Plan or any Contract or Trust. All benefits provided for in this Plan or any Contract or Trust shall be provided solely from the assets of the Participant's Employer Contribution Accounts and the Contracts maintained by the Insurance Companies on behalf of Participants or the Trusts under which the Participants' benefits are maintained, and no Employee shall have recourse against the Board with respect to any benefit not provided through the assets of the Plan or any Contract or Trust.

13.5 Benefits Provided Under Plan, Contracts and Trusts. The benefits provided under the Plan, Contracts and Trusts as provided herein are based solely on the values of the amounts in the Contracts or Trusts and the value of the Employer Contribution Account, if applicable, as of the date benefits are to commence. Neither the Board nor any Employer guarantees the payment of any benefit or the amount of any benefit; further, neither the Board nor any Employer guarantees any rate of return.
on the amounts invested in the Contracts or Trusts or Employer Contribution Accounts on behalf of the Participants.

13.6 Unknown Whereabouts. It shall be the affirmative duty of each Participant to inform the Board of his current post office address and the address of his Beneficiary. Each Participant and Beneficiary acknowledges that failure to inform the Board of his current post office address may result in late payment of benefits or loss of benefits through any applicable escheat laws.

13.7 Construction. The Plan shall be construed, enforced and administered according to the laws of the State of Arizona and shall in all cases be subject to the provisions of A.R.S. section 15-1628. In case any provision of the Plan is held to be illegal or invalid for any reason, it shall not affect the remaining provisions of the Plan, but the Plan shall be construed and enforced as if such illegal or invalid provision had not been included therein.

IN WITNESS WHEREOF, the Board has caused this Plan to be signed and acknowledged by its duly authorized officer.

Dated this 30th day of November, 2015.

AZARONA BOARD OF REGENTS

By President
APPENDIX A

LIMITATION ON ANNUAL ADDITIONS AND ANNUAL BENEFITS

SECTION 1

INTRODUCTION

Terms defined in the Plan shall have the same meanings when used in this Appendix. In addition, when used in this Appendix, the following terms shall have the following meanings:

1.1. Annual Addition. Annual addition means, with respect to any Participant for a Limitation Year, the sum of:

(a) all Employer contributions (including Employer contributions of the Participant's earnings reductions under Section 414(h)(2), Section 403(b) and Section 408(k) of the Code) allocable as of a date during such Limitation Year to the Participant under all defined contribution plans;

(b) all forfeitures allocable as of a date during such Limitation Year to the Participant under all defined contribution plans; and

(c) all Participant contributions made as of a date during such Limitation Year to all defined contribution plans.

1.1.1. Specific Inclusions. With regard to a plan which contains a qualified cash or deferred arrangement or matching contributions or employee contributions, excess deferrals and excess contributions and excess aggregate contributions (whether or not distributed during or after the Limitation Year) shall be considered annual additions in the year contributed.

1.1.2. Specific Exclusions. Annual additions for purposes of Section 415 of the Code shall not include: (a) the direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (b) rollover contributions (as described in Section 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16) of the Code); (c) repayments of loans made to a Participant from the Plan; and (d) repayments of amounts described in Section 415(k)(3) of the Code, as well as Employer restorations of benefits that are required pursuant to such repayments.

1.1.3. Date of Employer contributions. Notwithstanding anything in the Plan to the contrary, Employer contributions are treated as credited to a Participant's account for a particular Limitation Year only if the contributions are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal
year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

1.2. **Defined Contribution Plans.** Defined contribution plan has the meaning assigned to such term by Section 415(k)(1) of the Code. Whenever reference is made to defined contribution plans in this Appendix, it shall include all such plans maintained by all Employers.

1.3. **Individual Medical Account.** Individual medical account means an account, as defined in Section 415(1)(2) of the Code maintained by an Employer that provides an annual addition.

1.4. **Limitation Year.** Limitation Year means the Plan Year. The Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan’s Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year.

1.5. **Maximum Permissible Addition.**

1.5.1. **General Rule.** Maximum permissible addition means, for any one (1) Limitation Year, the lesser of:

   (a) Forty Thousand Dollars ($40,000) (as the same may be adjusted from time to time); or

   (b) One hundred percent (100%) of the Participant’s §415 compensation for such Limitation Year.

1.5.2. **Medical Benefits.** The dollar limitation in Section 1.5.1(a), but not the amount determined in Section 1.5.1(b), shall be reduced by the amount of Employer contributions which are allocated to a separate account established for the purpose of providing medical benefits or life insurance benefits with respect to a key employee (as defined in Section 416(i) of the Code) under a welfare benefit fund or an individual medical account.

1.5.3. **Change of Limitation Year.** As provided in Section 2.18, the Plan Year has been changed to a twelve (12) consecutive month period beginning on January 1 and ending on December 31. Accordingly, there is a short Plan Year beginning on July 1, 2015 and ending on December 31, 2015. Under Section 1.4 of this Appendix A, the Limitation Year means the Plan Year. For the short Limitation Year beginning on July 1, 2015 and ending on December 31, 2015, the dollar limitation set forth in Section 1.5.1. of this Appendix A shall be one-half (½) of the annual addition limit announced by the Commissioner of Internal Revenue under section 415(c) of the Code, effective for Plan Years ending in the 2015 calendar year.
1.6. **Section 415 Compensation.**

1.6.1. **General.** Section 415 compensation (sometimes, "§415 compensation") shall mean, with respect to any Limitation Year, the wages, tips and other compensation paid to the Participant by an Employer and reportable in the box designated "wages, tips, other compensation" on Treasury Form W-2 (or any comparable successor box or form) for the Limitation Year but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code). Section 415 compensation shall be determined on a cash basis, and shall include elective contributions made by the Employer on behalf of a Participant which are not includable in gross income under Sections 125, 132(f)(4), 402(g)(3) or 457 of the Code; provided that Section 415 compensation shall not include any amounts under Section 125 of the Code not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage.

1.6.2. **Adjustments to Section 415 Compensation.** The following adjustments shall be made to the definition of §415 compensation contained in Section 1.6.1 above:

(a) **Compensation paid after severance from employment.** §415 compensation shall be adjusted for the following types of compensation paid after a Participant's severance from employment with an Employer. However, amounts described in clauses 1.6.2(a)(i) and (ii) below may only be included in §415 compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the Limitation Year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered §415 compensation within the meaning of Section 415(c)(3) of the Code, even if payment is made within the time period specified above.

(i) **Regular pay.** §415 Compensation shall include regular pay after severance of employment if: (A) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (B) the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(ii) **Leave cashouts and deferred compensation.** Leave cashouts
shall be included in §415 compensation if those amounts would have been included in the definition of §415 compensation if they were paid prior to the Participant's severance from employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in §415 compensation if the compensation would have been included in the definition of §415 compensation if it had been paid prior to the Participant's severance from employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the Payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(iii) **Salary continuation payments for military service participants.** §415 compensation includes payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Section 414(u)(1) of the Code) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(iv) **Salary continuation payments for disabled Participants.** §415 compensation does not include compensation paid to a participant who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code).

(b) **Administrative delay ("the first few weeks") rule.** §415 compensation for a Limitation Year shall not include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates.

1.7. **Welfare Benefit Fund.** Welfare benefit fund means a fund as defined in Section 419(e) of the Code which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in Section 419A(d)(3) of the Code.

**SECTION 2**

**DEFINED CONTRIBUTION LIMITATION**

Notwithstanding anything to the contrary contained in the Plan, there shall not be allocated to the account of any Participant under a defined contribution plan for any
Limitation Year an amount which would cause the annual addition for such Participant to exceed the maximum permissible addition.

SECTION 3

REMEDIAL ACTION

Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Section 415 of the Code) are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to, the preamble of the final Treasury regulations issued under Section 415 of the Code.

SECTION 4

AGGREGATION AND DISAGGREGATION OF PLANS

4.1. General. For purposes of applying the limitations of Section 415 of the Code, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by an Employer (or a "predecessor employer") under which the Participant receives annual additions are treated as one defined contribution plan. The "Employer" means the Employer that adopts this Plan and all members of a controlled group or an affiliated service group that includes the Employer (within the meaning of Sections 414(b), (c), (m) or (o) of the Code), except that for purposes of this Section, the determination shall be made by applying Section 415(h) of the Code, and shall take into account tax-exempt organizations under Treasury regulations §1.414(c)-5, as modified by Treasury regulations § 1.415(a)-1(f)(1). For purposes of this Section 4.1:

4.1.1. A former Employer is a "predecessor employer" with respect to a Participant in a plan maintained by an Employer if the Employer maintains a plan under which the Participant had accrued a benefit while performing services for the former Employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Treasury regulation §1.415(f)-1(b)(2) apply as if the Employer and predecessor Employer constituted a single employer under the rules described in Treasury regulation §1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Treasury regulation §1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship.

4.1.2. With respect to an Employer of a Participant, a former entity that antedates the Employer is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the Employer constitutes
4.2. **Break-up of an affiliate employer or an affiliated service group.** For purposes of aggregating plans for Section 415 of the Code, a "formerly affiliated plan" of an Employer is taken into account for purposes of applying the Section 415 limitations to the Employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an Employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the employer (as determined under the employer affiliation rules described in Treasury regulation §§1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation §§1.415(a)-1(f)(1) and (2)). For purposes of this Section, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Treasury regulation §§1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Treasury regulation §§1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

4.3. **Midyear Aggregation.** Two or more defined contribution plans that are not required to be aggregated pursuant to Section 415(f) of the Code and the Treasury regulations thereunder as of the first day of a limitation year do not fail to satisfy the requirements of Section 415 of the Code with respect to a Participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no annual additions are credited to the Participant's account after the date on which the plans are required to be aggregated.
APPENDIX B

MINIMUM DISTRIBUTION REQUIREMENTS

SECTION 1

GENERAL RULES

1.1. **Effective Date.** The provisions of this Appendix will apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year.

1.2. **Precedence.** The requirements of this Appendix will take precedence over any inconsistent provisions of the Plan.

1.3. **Requirements of Treasury Regulations Incorporated.** All distributions required under this Appendix will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Code.

SECTION 2

TIME AND MANNER OF DISTRIBUTION

2.1. **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

2.2. **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

   (a) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2), if later.

   (b) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

   (c) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving
spouse is the Participant’s sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 2.2, other than Section 2.2(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 2.2, unless Section 2.2(d) applies, distributions are considered to begin on the Participant’s required beginning date. If Section 2.2(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 2.2(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant’s required beginning date (or to the Participant’s surviving spouse before the date distributions are required to begin to the surviving spouse under Section 2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

2.3. Forms of Distribution. Unless the Participant’s interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 3 and 4 of this Appendix. If the Participant’s interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

SECTION 3

REQUIRED MINIMUM DISTRIBUTIONS DURING PARTICIPANT’S LIFETIME

3.1. Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant’s lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) the quotient obtained by dividing the Participant’s account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant’s age as of the Participant’s birthday in the distribution calendar year; or

(b) if the Participant’s sole designated beneficiary for the distribution calendar year is the Participant’s spouse, the quotient obtained by dividing the Participant’s account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant’s and spouse’s attained ages as of the Participant’s and spouse’s birthdays in the distribution calendar year.

3.2. Lifetime Required Minimum Distributions Continue Through Year of Participant’s Death. Required minimum distributions will be determined under this Article 3 beginning with the first distribution calendar year and up to
and including the distribution calendar year that includes the Participant’s date of death.

SECTION 4

REQUIRED MINIMUM DISTRIBUTIONS AFTER PARTICIPANT’S DEATH

4.1. Death On or After Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant’s death is the quotient obtained by dividing the Participant’s account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant’s designated beneficiary, determined as follows:

(i) The Participant’s remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant’s surviving spouse is the Participant’s sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant’s death using the surviving spouse’s age as of the spouse’s birthday in that year. For distribution calendar years after the year of the surviving spouse’s death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse’s birthday in the calendar year of the spouse’s death, reduced by one for each subsequent calendar year.

(iii) If the Participant’s surviving spouse is not the Participant’s sole designated beneficiary, the designated beneficiary’s remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant’s death, reduced by one for each subsequent year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant’s death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant’s death is the quotient obtained by dividing the Participant’s account balance by the Participant’s remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
4.2. Death Before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in Section 4.1.

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 2.2(a), this Section 4.2 will apply as if the surviving spouse were the Participant.

4.3. Elections for Payments to Designated Beneficiaries. Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Sections 2.2 and 4.2 of this Appendix applies to distributions after the death of a Participant who has a designated beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 2.2 of this Amendment, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor beneficiary makes an election under this paragraph, distributions will be made in accordance with Sections 2.2 and 4.2 of this Appendix.

SECTION 5

DEFINITIONS

5.1. Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

5.2. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the
calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 2.2. The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

5.3. **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

5.4. **Participant’s Account Balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

5.5. **Required Beginning Date.** The date specified in the Plan when distributions under Section 401(a)(9) of the Internal Revenue Code are required to begin.

**SECTION 6**

**WAIVER OF REQUIRED MINIMUM DISTRIBUTIONS**

For calendar year 2009, the required minimum distribution rules under this Appendix B will not apply. In applying the provisions of this Appendix B for the 2009 calendar year,

(a) the required beginning date with respect to any individual shall be determined without regard to this Section 6 for purposes of applying this Section 6 for distribution calendar years after 2009, and

(b) required distributions to a beneficiary upon the death of the Participant shall be determined without regard to calendar year 2009.

A Participant or beneficiary who would have been required to receive a required minimum distribution for the 2009 distribution calendar year but for the enactment of section 401(a)(9)(H) of the Code (“2009 RMD), may elect whether or not to receive the 2009 RMD (or any portion of such distribution). A distribution of the 2009 RMD or a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated
beneficiary, or for a period of at least 10 years, will be treated as an eligible rollover distribution for purposes of Article XII of the Plan. However, if all or any portion of a distribution during calendar year 2009 is treated as an eligible rollover distribution but would not be so treated if the required minimum distribution requirements under this Appendix B had applied during calendar year 2009, such distribution shall not be treated as an eligible rollover distribution for purposes of sections 401(a)(31), 402(f) or 3405(c) of the Code. (See Internal Revenue Service Notice 2009-82 for transitional rules that apply for purposes of applying the rollover rules to the distribution of 2009 RMDs.)
FIRST AMENDMENT
TO
ARIZONA BOARD OF REGENTS
OPTIONAL RETIREMENT PLAN
(FIFTH AMENDMENT AND RESTATEMENT)

WHEREAS, the Arizona Board of Regents (the "Board"), a body corporate created by the Arizona Constitution for the powers enumerated in Article 2, Chapter 13, Title 15, Arizona Revised Statutes (A.R.S. sections 15-1621, et seq.), adopted in amended and restated form the Arizona Board of Regents Optional Retirement Plan (Fifth Amendment and Restatement) (the "Plan"), effective July 1, 2015, to provide retirement benefits to certain employees of the Board and Universities; and

WHEREAS, the Board is authorized, pursuant to Section 11.1 of the Plan, to adopt amendments to the Plan; and

WHEREAS, the Board desires to adopt amendments to the Plan required by the Internal Revenue Service as a condition to issuing a favorable determination letter under the Pension Protection Act of 2006 and all other tax laws currently applicable to the Plan;

NOW, THEREFORE, pursuant to the authority granted in Section 11.1 of the Plan, the following amendment is adopted, effective as hereafter provided:

1. Section 5.1, Designated Beneficiary, of Appendix B, Minimum Distribution Requirements, is amended in its entirety, effective January 1, 2015, to read as follows:

"5.1 Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Section 1.401(a)(9)-4 of the Code."

Amend.01.PPA06.ABOR.ORP
2. Nothing in this First Amendment shall be construed to adversely affect the rights of any Participant to any benefit provided under the Plan or to decrease any accrued benefit under the Plan, except to the extent permitted under the Code or necessary to maintain the Plan as one qualified under Section 401(a) of the Code.

IN WITNESS WHEREOF, the Board has caused this First Amendment to be executed by its duly authorized officer this 17 day of NOVEMBER, 2016.

ARIZONA BOARD OF REGENTS

By: _________________________________

Title: _______________________________

20 November 2016
Arizona Board of Regents  
VOLUME SUBMITTER GOVERNMENTAL 403(b) PLAN  
ADOPTION AGREEMENT #004  
For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations

By executing this Volume Submitter Governmental 403(b) Plan Adoption Agreement (the "Agreement" or "AA"), the undersigned Employer agrees to establish or continue a 403(b) Plan. The 403(b) Plan adopted by the Employer consists of the Volume Submitter 403(b) Plan Basic Plan Document #08 (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions) and After-Tax Employee Contributions. The selections under the Match column apply to Matching Contributions under AA §6B and selections under the ER column apply to Employer Contributions under AA §6.

As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code. Also, as a Governmental Plan, this Plan is not subject to Title I of ERISA and may make elections under this Adoption Agreement accordingly.

All elections the Employer makes under the Adoption Agreement are subject to the terms governing the applicable Investment Arrangement(s) and any applicable state or local law.

| SECTION 1 |
| EMPLOYER INFORMATION |

The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the Favorable IRS Letter.

1-1 EMPLOYER INFORMATION:
Name: Arizona Board of Regents
Address: 2020 N. Central Avenue
Suite 230
City, State, Zip Code: Phoenix, Arizona 85004
Telephone: 602-229-2500

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN): 86-6004791

1-3 TYPE OF EMPLOYER: (Select (a) or (b))
☑ (a) Public School (as defined in Section 1.99 of the Plan)
☐ (b) Dual Status 501(c)(3)/Governmental Organization (as defined in Section 1.38 of the Plan)

1-4 EMPLOYER’S TAX YEAR END: The Employer’s tax year ends June 30

1-5 RELATED EMPLOYERS: Is the Employer part of a group of Related Employers (as defined in Section 1.113 of the Plan)?
☑ Yes
☐ No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

Arizona State University
University of Arizona
Northern Arizona University

[Note: This AA §1-5 is for informational purposes. The failure to identify all Related Employers under this AA §1-5 will not jeopardize the qualified status of the Plan.]
SECTION 2
PLAN INFORMATION

2-1 PLAN NAME: The Arizona University System Voluntary §403(b) Plan

2-2 PLAN NUMBER: 006

2-3 TYPE OF PLAN: (Check one of (a)-(e) and, if applicable, (d).)
☐ (a) Custodial Account under Code §403(b)(7)
☐ (b) Annuity Contract under Code §403(b)(1)
☒ (c) Combination Custodial Account and Annuity Contract
☐ (d) The Plan is intended to be a FICA Replacement Plan

[Note: Employers may not use this Adoption Agreement to adopt a retirement income account under Code §403(b)(9).]

2-4 PLAN YEAR:
☒ (a) Calendar year.
☐ (b) The 12-consecutive month period ending on ____________________________ each year.
☐ (c) The Plan has a Short Plan Year running from _____ to _____.

2-5 FROZEN PLAN: Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.
☐ This Plan is a frozen Plan effective _____.

[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]

2-6 MULTIPLE EMPLOYER PLAN: Is this Plan a Multiple Employer Plan as defined in Section 1.81 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)
☐ (a) Yes
☒ (b) No

2-7 PLAN ADMINISTRATOR:
☒ (a) The Employer identified in AA §1-1.
☐ (b) Name: ____________________________
Address: ____________________________
Telephone: ____________________________

[Note: To the extent an individual is named in this AA §2-7 does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. (See Section 1.93 of the Plan.)]

SECTION 3
ELIGIBLE EMPLOYEES

3-1 ELIGIBLE EMPLOYEES: In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(e) and (f) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

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<th>Deferral</th>
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<td>N/A</td>
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(a) No exclusions
(b) Collectively Bargained Employees (as defined in Section 1.28 of the Plan)
### Eligible Employees

<table>
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<tr>
<th>Deferral</th>
<th>Match</th>
<th>ER</th>
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<td>(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income</td>
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<td>(d) Student Employees (as defined in Section 1.130 of the Plan)</td>
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<td>(e) Employees who normally work less than ___ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the Plan).</td>
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<td>(f) Employees eligible for a governmental Code §457(b) plan</td>
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<td>(g) Employees eligible for a 401(k) or another 403(b) plan sponsored by the Employer</td>
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<td>☑</td>
<td>N/A</td>
<td>N/A</td>
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<td>(h) An Employee whose contribution would be less than $5.00 per paycheck until the Employee contributes more than $200.00 in a Plan Year.</td>
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<td>N/A</td>
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<td>(i) Other:</td>
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[Note: With respect to any election to exclude Employees under (e) or (i) above, the Employer must satisfy the requirements under Treas. Reg. §§1.403(b)-5(b)(ii) and (iii)(B) under which the Employer may elect to exclude Employees who normally work fewer than 20 hours per week (or such lower number of hours per week as elected in the Agreement) with respect to Salary Deferrals, Employer Contributions and Matching Contributions. An Employee normally works fewer than 20 hours per week if and only if (1) for the 12-month period beginning on the date of the Employee’s Employment Commencement date, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service and (2) for each Plan Year after the close of the 12-month period beginning on the date of the Employee’s Employment Commencement date, the Employee worked fewer than 1,000 Hours of Service in the preceding 12-month period. Once eligible due to satisfaction of this service condition, the Employee will continue to be eligible under the Plan.]

### Section 4

#### Minimum Age and Service Requirements

4-1 **Eligibility Requirements – Minimum Age and Service:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

[Note: As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(1)(A)(ii)) under the Code and Title I of ERISA.]

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan. If a different minimum service requirement applies for the same contribution type for different groups of Employees or for different contribution formulas, such differences may be described below.

<table>
<thead>
<tr>
<th>Match</th>
<th>ER</th>
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</table>
| ☑     | ☑  | (1) There is no minimum service requirement for participation in the Plan.
Match | ER
---|---
☐ | ☑ (1) There is no minimum age for Plan eligibility.

**ENTRY DATE**: An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Match | ER
---|---
☐ | ☑ (a) **Immediate**. The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).

**DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.68 of the Plan for the definition of Hours of Service.)

- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years.

- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the Plan) and the One-Year Break in Service rule (see Section 2.07(d) of the Plan) do NOT apply. Governmental Plans are not subject to the Break in Service rules under Title I of ERISA and can modify the Break in Service rules of the Plan accordingly.

**EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

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**SECTION 5 COMPENSATION DEFINITIONS**

| 5-1 TOTAL COMPENSATION. Total Compensation is based on the definition set forth under this AA §5-1. (See Section 1.137 of the Plan for a specific definition of the various types of Total Compensation.) |
| a (a) W-2 Wages |
| Note: For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.44 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4). |

| 5-2 POST-SEVERANCE COMPENSATION. Total Compensation includes post-severance compensation, to the extent provided in Section 1.137(b) of the Plan. |
| (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection, Total Compensation does not include continuation payments for disabled Participants. |
| Payments to disabled Participants. Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.137(c)(2) of the Plan. |

| 5-3 PLAN COMPENSATION: Plan Compensation is Total Compensation (as defined in AA §5-1 above) with the following exclusions described below. |
## PERIOD FOR DETERMINING COMPENSATION.

(a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. 

<table>
<thead>
<tr>
<th>Deferral</th>
<th>Match</th>
<th>ER</th>
<th>Period/Condition</th>
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<tbody>
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<td>☑</td>
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<td>☑</td>
<td>(1) The Plan Year.</td>
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<td>(2) The calendar year ending in the Plan Year.</td>
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<td>(3) The Employer's fiscal tax year ending in the Plan Year.</td>
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<td>(4) The 12-month period ending on ____ which ends during the Plan Year.</td>
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</table>

[Note: Any adjustments to Plan Compensation under this AA §5-3 must be definitely determinable.]

## SECTION 6

### EMPLOYER CONTRIBUTIONS

6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

- ☑ Yes
- ☐ No [If No, skip to Section 6A.]

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-7 below.

Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3. [Note: As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.]
☐ (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.

☐ (b) **Fixed contribution.**
  ☐ (1) ___% of each Participant’s Plan Compensation.
  ☐ (2) $____ for each Participant.

☐ (c) **Outside agreements, contracts or arrangements.**
  ☐ (1) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
  ☐ (2) The Employer Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).

### 6-3 ALLOCATION FORMULA.

☐ (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated:
  ☐ (1) as a uniform percentage of Plan Compensation.
  ☐ (2) as a uniform dollar amount.

☐ (b) **Fixed or outside agreement, contract or arrangement contribution.** The fixed or outside agreement, contract or arrangement Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed or outside agreement Employer Contributions under AA §6-2.

☐ (e) **Employee group allocation.** The Employer may make a separate Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Plan Administrator in writing of the amount of the contribution to be allocated to each allocation group.
  ☑ (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).

### 6-4 SPECIAL RULES. No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4. Unless designated otherwise, in determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year.

### 6-5 SPECIAL EMPLOYER CONTRIBUTIONS.

☐ (a) **Contributions for former Employees.** If this (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee as provided in Section 3.01(c) of the Plan, as described below:

In accordance with any plan or other arrangement established by the Employer on behalf of one or more of its Employees.

☐ (b) **Contributions of accrued sick and/or vacation leave.**
  ☐ (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below:

  ☐ (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below:

### 6-7 ALLOCATION CONDITIONS. A Participant must satisfy any allocation conditions designated under this AA §6-7 to receive an allocation of Employer Contributions under the Plan. Allocation conditions do not apply to Mandatory Contributions.

☐ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
SECTION 6A
SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Unless elected below, Eligible Employees are permitted to make Salary Deferrals under the Plan.

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise below, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

6A-3 **MINIMUM DEFERRAL RATE.** No minimum deferral requirement applies under the Plan.

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the Plan) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

6A-5 **ROTH DEFERRALS.** Roth Deferrals are not permitted under the Plan, unless designated otherwise under this AA §6A-5. Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

☑ (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-9 below.]

☑ (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.10 of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan.) Alternatively, the Employer may designate the order of distributions for the distribution types listed below or in a separate administrative procedure:

☐ (1) **Distributions and withdrawals.**

☐ (i) Any distribution will be taken on a pro rata basis from the Participant’s Pre-Tax Deferral Account and Roth Deferral Account.

☐ (ii) Any distribution will be taken first from the Participant’s Roth Deferral Account and then from the Participant’s Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant’s Pre-Tax Deferral Account and then from the Participant’s Roth Deferral Account.

☑ (2) **Distribution of Excess Deferrals.**

☐ (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

☑ (c) **IN-PLAN ROTH CONVERSIONS.** The Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (a) and this subsection (c) must be checked.

☑ (1) **Effective date.** Effective 7-1-2020 , a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[Note: The Plan must provide for Roth Deferrals under AA §6A-5 as of the effective date designated in this subsection (c). An election under this subsection (c) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]

(2) **In-Service Distribution.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.
(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- (i) Pre-tax Deferrals
- (ii) Employer Contributions
- (iii) Matching Contributions
- (iv) After-Tax Contributions
- (v) Rollover Contributions
- (vi) Mandatory Contributions

(4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

  [Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion.]

- (ii) A Participant may not make an In-Plan Roth Conversion of less than $1,000.00 (may not exceed $1,000).

- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

(5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

(6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6).

**SECTION 6A – Salary Deferrals**

**ADP TESTING.** This Plan is not subject to ADP testing as described under Code §401(k).

**CHANGE OR REVOCATION OF DEFERRAL ELECTION: In addition to the Participant’s Entry Date under the Plan, a Participant’s election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

**AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the Plan, unless provided otherwise under this AA §6A-8.

**SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective.

**SECTION 6B – MATCHING CONTRIBUTIONS**

**MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes.
- No.
SECTION 6C
AFTER-TAX EMPLOYEE CONTRIBUTIONS

6C-1 AFTER-TAX EMPLOYEE CONTRIBUTIONS. Participants may not make After-Tax Employee Contributions under the Plan, unless elected under this AA §6C:

SECTION 7
RETIREMENT AGES

7-1 NORMAL RETIREMENT AGE: Normal Retirement Age under the Plan is:
☐ (a) Age 65 (not to exceed 65).

7-2 EARLY RETIREMENT AGE: Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

SECTION 8
VESTING AND FORFEITURES

8-1 CONTRIBUTIONS SUBJECT TO VESTING. Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?
☐ Yes

8-2 VESTING SCHEDULE. The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the Plan for a description of the various vesting schedules under this AA §8-2.)

☐ (a) Vesting schedule for Employer Contributions and Matching Contributions:

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<th>Match</th>
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<td>(1)</td>
<td>Full and immediate vesting</td>
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SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

☐ (a) Installment distributions. A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

☐ (b) Annuity distributions. A Participant may elect to have the Plan Administrator use the Participant’s vested Account Balance to purchase an annuity as described in Section 8.02 of the Plan.

☒ (c) Describe distribution options: In accordance with the distribution options set forth in the Investment Arrangements under the Plan.

[Note: Any additional distribution options may not be subject to the discretion of the Employer or Plan Administrator.]
PARTICIPANT AND SPOUSAL CONSENT.

☑ (a) Participant consent. Unless otherwise provided under the applicable Investment Arrangement, applicable law or as selected below, a Participant who terminates employment with a vested Account Balance less than the Involuntary Cash-Out Distribution threshold amount designated below will receive an Involuntary Cash-Out Distribution. If no amount is selected below, no Participant consent is required for a distribution if a Participant has a Termination of Employment.

☑ (1) Involuntary Cash-Out Distribution threshold. A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant’s vested Account Balance is less than or equal to $0.00 (the amount may exceed $5,000, including designating the entire vested Account Balance.)

☐ (2) Distribution upon attainment of stated age. Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant’s vested Account Balance.

☐ (b) Spousal consent. Spousal consent is not required for a Participant to receive a distribution or to name an alternate beneficiary, unless designated otherwise under this subsection (b). (See Section 9 of the Plan for rules regarding Spousal consent under the Plan.)

TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.

(a) Distribution of vested Account Balances exceeding $5,000. A Participant who terminates employment with a vested Account Balance exceeding $5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

☑ (1) the date the Participant terminates employment.

(b) Distribution of vested Account Balances not exceeding $5,000. A Participant who terminates employment with a vested Account Balance that does not exceed $5,000 may receive a lump sum distribution of his/her vested Account Balance within a reasonable period following:

☑ (1) the date the Participant terminates employment.

DISTRIBUTION UPON DISABILITY. Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

(b) Definition of Disabled. A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.37 of the Plan.

DETERMINATION OF BENEFICIARY.

(a) Default beneficiaries. Unless elected otherwise under this subsection (a) or set forth otherwise under a governing Investment Arrangement, the default beneficiaries described under Section 8.08(c) of the Plan are the Participant’s surviving Spouse, the Participant’s surviving children, and the Participant’s estate.

(b) One-year marriage rule. For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant’s death, unless designated otherwise under this subsection (b).

(b) Divorce of Spouse. Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.08(c)(6) of the Plan.

[Note: Section 8.08(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.08(c)(6) of the Plan.]
SECTION 10
IN-SERVICE DISTRIBUTIONS

10-1 AVAILABILITY OF IN-SERVICE DISTRIBUTIONS. A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

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[Note: Unless designated otherwise under (j), any selection(s) in the Deferral column also apply to Roth Contributions. Distributions from a Participant’s Salary Deferral Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, has a Hardship, becomes Disabled or attains age 59 ½. Distributions from a Participant’s Custodial Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, becomes Disabled or attains age 59 ½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in (j).]

10-2 APPLICATION TO OTHER CONTRIBUTION SOURCES. If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time.

10-3 SPECIAL DISTRIBUTION RULES. No special distribution rules apply, unless specifically provided under this AA §10-3.

[☑ (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.]
SECTION 11
MISCELLANEOUS PROVISIONS

11-1 PLAN VALUATION. The Plan is valued annually, as of the last day of the Plan Year.

☑ (a) Additional valuation dates. In addition, the Plan will be valued on the following dates:

<table>
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<tr>
<th>Deferral</th>
<th>Match</th>
<th>ER</th>
<th>(1) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open.</th>
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<td>(2) Monthly. The Plan is valued at the end of each month of the Plan Year.</td>
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<td>(3) Quarterly. The Plan is valued at the end of each Plan Year quarter.</td>
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<td>(4) Describe:</td>
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[Note: The Employer may elect operationally to perform interim valuations.]

11-2 SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION. The provisions under Section 5.03 of the Plan apply for purposes of determining the Code §415 Limitation.

11-3 SPECIAL RULES FOR MORE THAN ONE PLAN. If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the Plan apply.

11-4 ELECTION NOT TO PARTICIPATE (See Section 2.08 of the Plan.) All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

11-5 PURCHASE OF SERVICE CREDITS. Unless the Employer elective otherwise below, the purchase of service credits as described in Section 14.06 of the Plan is NOT allowed.

☑ Purchases of service credit shall be permitted under the Plan.

11-6 CONTRACT EXCHANGES AND PLAN-TO-PPLAN TRANSFERS. Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers.

11-8 DELEGATION OF ADMINISTRATIVE FUNCTIONS: Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.

11-9 SPECIAL MILITARY SERVICE PROVISIONS – BENEFIT ACCRUALS. Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. The benefit accrual provisions under Section 15.06 of the Plan do not apply.
There are no special effective dates.
APPENDIX B

LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer’s reliance on the Favorable IRS Letter.

B-1 Are PARTICIPANT LOANS permitted? (See Section 13 of the Plan.)

- (a) Yes
- (b) No

B-2 LOAN PROCEDURES. [Note: Loan procedures and requirements are subject to the terms of any governing Investment Arrangement.]

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
- (b) Loans will be provided under a separate written loan policy. [If this subsection (b) is checked, do not complete the rest of this Appendix B.]
APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer’s reliance on the Favorable IRS Letter.

C-1  DIRECTION OF INVESTMENTS. Are Participants permitted to direct investments? (See Section 10.10 of the Plan.)

☐ No
☑ Yes

☑ (a) Specify Accounts: All Accounts

☐ (b) Describe any special rules that apply for purposes of direction of investments:

[Note: Any provisions added under subsection (b) must relate to the direction of investment.]

C-2  ROLLOVER CONTRIBUTIONS. Does the Plan accept Rollover Contributions? (See Section 4 of the Plan.)

☐ No
☑ Yes

☐ (a) If this subsection (a) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the Plan.)

☐ (b) Check this subsection (b) if the Plan will not accept Rollover Contributions from former Employees.

☐ (c) Describe any special rules for accepting Rollover Contributions:

[Note: The Employer may designate in subsection (c) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3  QDRO PROCEDURES. Do the default QDRO procedures under Section 11.08 of the Plan apply?

☑ No

☐ Yes

☐ The provisions of Section 11.08 are modified as follows:

[Note: Any modification must satisfy the requirements of Code §414(p) and related IRS guidance.]
PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

☐ (a) The adoption of a new plan, effective [insert Effective Date of Plan]. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]

☒ (b) An amendment or restatement of the Plan. If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

1. Effective Date(s) of amendment/restatement: 1-1-2010

   [Note: Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.]

2. Name of plan being amended/restated: Arizona

3. The original effective date of the plan being amended/restated: 1-1-2003

4. If Plan is being amended, identify Adoption Agreement sections being amended:

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): Whetstone Law Firm, P.C.

Address: 1850 N. Central Ave., Suite 1800, Phoenix, AZ 85004

Telephone number: 602-207-365

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Arizona Board of Regents  
(Name of Employer)

Larry E. Penley, Chair, Arizona Board of Regents  
(Name of authorized representative)  
(Title)

(Signature)  
March 24, 2020  
(Date)
PARTICIPATING EMPLOYER ADOPTION PAGE

☐ Check this selection and complete this page if a Participating Employer (other than the Employer that signs the Signature Page above) will participate under this Plan as a Participating Employer. [Note: See Section 16 of the Plan for rules relating to the adoption of the Plan by a Participating Employer. If there is more than one Participating Employer, each one should execute a separate Participating Employer Adoption Page. Any reference to the “Employer” in this Adoption Agreement is also a reference to the Participating Employer, unless otherwise noted.]

PARTICIPATING EMPLOYER INFORMATION:

Name: Arizona State University
Address: P. O. Box 871304
City, State, Zip Code: Tempe, AZ 85287-1304

EMPIER IDENTIFICATION NUMBER (EIN): 86-0196696
FORM OF BUSINESS: Public School

EFFECTIVE DATE: The Effective Date should be completed to document whether this Plan is a new plan or restatement of a prior plan with respect to the Participating Employer. (Additional special Effective Dates may apply under Modifications to Adoption Agreement below.)

☐ New plan. The Participating Employer is adopting this Plan as a new Plan effective __. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]

☐ Restated plan. The Participating Employer is adopting this Plan as a restatement of a prior plan,

(a) Name of plan(s) being restated: The Arizona University System Voluntary §403(b) Plan

(b) This restatement is effective: 1-1-2010

[Note: Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.]

(c) The original effective date of the plan(s) being restated is: 1-1-2003

☐ Cessation of participation. The Participating Employer is ceasing its participation in the Plan effective as of:

ALLOCATION OF CONTRIBUTIONS. Any contributions made under this Plan (and any forfeitures relating to such contributions) will be allocated to all Participants of the Employer (including the Participating Employer identified on this Participating Employer Adoption Page).

To override this default provision, check below,

☐ Check this box if contributions made by the Participating Employer signing this Participating Employer Adoption Page (and any forfeitures relating to such contributions) will be allocated only to Participants actually employed by the Participating Employer making the contribution. If this box is checked, Employees of the Participating Employer signing this Participating Employer Adoption Page will not share in an allocation of contributions (or forfeitures relating to such contributions) made by the Employer or any other Participating Employer. [Note: Use of this section may require additional testing. (See Section 16.04 of the Plan.)]

MODIFICATIONS TO ADOPTION AGREEMENT. The selections in the Adoption Agreement (including any special effective dates identified in Appendix A) will apply to the Participating Employer executing this Participating Employer Adoption Page.

To modify the Adoption Agreement provisions applicable to a Participating Employer, designate the modifications in (a) or (b) below.

☐ (a) Special Effective Dates. Check this (a) if different special effective dates apply with respect to the Participating Employer signing this Participating Employer Adoption Page. Add a separate Addendum to the Adoption Agreement entitled “Special Effective Dates for Participating Employer” and identify the special effective dates as they apply to the Participating Employer.

☐ (b) Modification of Adoption Agreement elections. Section(s) ____ of the Agreement are being modified for this Participating Employer. The modified provisions are effective ___.

[Note: Attach a description of the modifications to this Participating Employer Adoption Page.]

SIGNATURE. By signing this Participating Employer Adoption Page, the Participating Employer agrees to adopt (or to continue its participation in) the Plan identified on page 1 of this Agreement. The Participating Employer agrees to be bound by all provisions of the Plan and Adoption Agreement as completed by the signatory Employer, unless specifically provided otherwise on this Participating Employer Adoption Page. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer. By signing this Participating Employer Adoption Page, the individual below represents that he/she has the authority to sign on behalf of the Participating Employer.

Arizona State University
(Name of Participating Employer)

Morgan R. Olsen, Executive Vice President, Treasurer and Chief Financial Officer
(Name of authorized representative)

(Signature) [Signature]

3/26/2020
(Date)
PARTICIPATING EMPLOYER ADOPTION PAGE

☐ Check this selection and complete this page if a Participating Employer (other than the Employer that signs the Signature Page above) will participate under this Plan as a Participating Employer. [Note: See Section 16 of the Plan for rules relating to the adoption of the Plan by a Participating Employer. If there is more than one Participating Employer, each one should execute a separate Participating Employer Adoption Page. Any reference to the "Employer" in this Adoption Agreement is also a reference to the Participating Employer, unless otherwise noted.]

PARTICIPATING EMPLOYER INFORMATION:

Name: University of Arizona

Address: 1303 W. University Blvd., Box 5

City, State, Zip Code: Tucson, AZ 85719-0521

EMPLOYER IDENTIFICATION NUMBER (EIN): 74-2652689

FORM OF BUSINESS: Public School

EFFECTIVE DATE: The Effective Date should be completed to document whether this Plan is a new plan or restatement of a prior plan with respect to the Participating Employer. (Additional special Effective Dates may apply under Modifications to Adoption Agreement below.)

☐ New plan. The Participating Employer is adopting this Plan as a new Plan effective ___ [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]

☐ Restated plan. The Participating Employer is adopting this Plan as a restatement of a prior plan.

   (a) Name of plan(s) being restated: The Arizona University System Voluntary §403(b) Plan

   (b) This restatement is effective: 1-1-2010

       [Note: Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.]

   (c) The original effective date of the plan(s) being restated is: 1-1-2003

☐ Cessation of participation. The Participating Employer is ceasing its participation in the Plan effective as of: ________________

ALLOCATION OF CONTRIBUTIONS. Any contributions made under this Plan (and any forfeitures relating to such contributions) will be allocated to all Participants of the Employer (including the Participating Employer identified on this Participating Employer Adoption Page).

To override this default provision, check below.

☐ Check this box if contributions made by the Participating Employer signing this Participating Employer Adoption Page (and any forfeitures relating to such contributions) will be allocated only to Participants actually employed by the Participating Employer making the contribution. If this box is checked, Employees of the Participating Employer signing this Participating Employer Adoption Page will not share in an allocation of contributions (or forfeitures relating to such contributions) made by the Employer or any other Participating Employer. [Note: Use of the section may require additional testing. (See Section 16.06 of the Plan.)]

MODIFICATIONS TO ADOPTION AGREEMENT. The selections in the Adoption Agreement (including any special effective dates identified in Appendix A) will apply to the Participating Employer executing this Participating Employer Adoption Page.

To modify the Adoption Agreement provisions applicable to a Participating Employer, designate the modifications in (a) or (b) below.

☐ (a) Special Effective Dates. Check this (a) if different special effective dates apply with respect to the Participating Employer signing this Participating Employer Adoption Page. Attach a separate Addendum to the Adoption Agreement entitled "Special Effective Dates for Participating Employer" and identify the special effective dates as they apply to the Participating Employer.

☐ (b) Modification of Adoption Agreement elections. Section(s) ___ of the Agreement are being modified for this Participating Employer. The modified provisions are effective ___

[Note: Attach a description of the modifications to this Participating Employer Adoption Page.]

SIGNATURE. By signing this Participating Employer Adoption Page, the Participating Employer agrees to adopt (or to continue its participation in) the Plan identified on page 1 of this Agreement. The Participating Employer agrees to be bound by all provisions of the Plan and Adoption Agreement as completed by the signatory Employer, unless specifically provided otherwise on this Participating Employer Adoption Page. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer. By signing this Participating Employer Adoption Page, the individual below represents that he/she has the authority to sign on behalf of the Participating Employer.

University of Arizona

(Name of Participating Employer)

Lisa N. Rulney

(Name of authorized representative)

Senior Vice President for Business Affairs & Chief Financial Officer

(Signature) [Signature]

(Date) 03/23/20
PARTICIPATING EMPLOYER ADOPTION PAGE

☐ Check this selection and complete this page if a Participating Employer (other than the Employer that signs the Signature Page above) will participate under this Plan as a Participating Employer. [Note: See Section 16 of the Plan for rules relating to the adoption of the Plan by a Participating Employer. If there is more than one Participating Employer, each one should execute a separate Participating Employer Adoption Page. Any reference to the "Employer" in this Adoption Agreement is also a reference to the Participating Employer, unless otherwise noted.]

PARTICIPATING EMPLOYER INFORMATION:

Name: Northern Arizona University
Address: Centennial Building (Bldg 91), 411 S. Beaver Street
City, State, Zip Code: Flagstaff, AZ 86011

EMployer Identification Number (EIN): 74-2579628

FORM OF BUSINESS: Public School

EFFECTIVE DATE: The Effective Date should be completed to document whether this Plan is a new plan or restatement of a prior plan with respect to the Participating Employer. (Additional special Effective Dates may apply under Modications to Adoption Agreement below.)

☐ New plan. The Participating Employer is adopting this Plan as a new Plan effective [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]

☐ Restated plan. The Participating Employer is adopting this Plan as a restatement of a prior plan.

(a) Name of plan(s) being restated: The Arizona University System Voluntary §403(b) Plan

(b) This restatement is effective: 1-1-2010

[Note: Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.]

(c) The original effective date of the plan(s) being restated is: 1-1-2003

☐ Cessation of participation. The Participating Employer is ceasing its participation in the Plan effective as of:

ALLOCATION OF CONTRIBUTIONS. Any contributions made under this Plan (and any forfeitures relating to such contributions) will be allocated to all Participants of the Employer (including the Participating Employer identified on this Participating Employer Adoption Page).

To override this default provision, check below.

☐ Check this box if contributions made by the Participating Employer signing this Participating Employer Adoption Page (and any forfeitures relating to such contributions) will be allocated only to Participants actually employed by the Participating Employer making the contribution. If this box is checked, Employees of the Participating Employer signing this Participating Employer Adoption Page will not share in an allocation of contributions (or forfeitures relating to such contributions) made by the Employer or any other Participating Employer. [Note: Use of this section may require additional testing. (See Section 16.04 of the Plan.)]

MODIFICATIONS TO ADOPTION AGREEMENT. The selections in the Adoption Agreement (including any special effective dates identified in Appendix A) will apply to the Participating Employer executing this Participating Employer Adoption Page.

To modify the Adoption Agreement provisions applicable to a Participating Employer, designate the modifications in (a) or (b) below.

☐ (a) Special Effective Dates. Check this (a) if different special effective dates apply with respect to the Participating Employer signing this Participating Employer Adoption Page. Attach a separate Addendum to the Adoption Agreement entitled "Special Effective Dates for Participating Employer" and identify the special effective dates as they apply to the Participating Employer.

☐ (b) Modification of Adoption Agreement elections. Section(s) _______ of the Agreement are being modified for this Participating Employer. The modified provisions are effective ______.

[Note: Attach a description of the modifications to this Participating Employer Adoption Page.]

SIGNATURE. By signing this Participating Employer Adoption Page, the Participating Employer agrees to adopt (or to continue its participation in) the Plan identified on page 1 of this Agreement. The Participating Employer agrees to be bound by all provisions of the Plan and Adoption Agreement as completed by the signatory Employer, unless specifically provided otherwise on this Participating Employer Adoption Page. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer. By signing this Participating Employer Adoption Page, the individual below represents that he/she has the authority to sign on behalf of the Participating Employer.

Northern Arizona University
(Name of Participating Employer)

(Title)

(Name of authorized representative)

(Date)

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ADDENDUM A

ALLOCATION OF ADMINISTRATIVE FUNCTIONS

This Addendum A identifies any party to whom administrative functions have been allocated and the specific functions allocated to such persons, effective 1-1-2010.

Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Addendum. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

☒ Administrative functions are specified in a separate service agreement.
This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective 1-1-2020.

The Addendum must include sufficient information to identify the approved Investment Arrangements. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

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ADDENDUM B
LIST OF HISTORIC VENDORS (INACTIVE)
AS OF JANUARY 1, 2020

Arizona State University
AIG Retirement (VALIC)
Ameriprise Financial
AXA Advisors
CitiStreet (formerly Travelers)
Dollarhide Financial Group (Mass Mutual) (Brighthouse)
Financial Directions, LLC (Oppenheimer)
First Investors Corporation (Foresters)
Great American Life Insurance Co
Great West Life & Annuity (Empower)
GWN Securities
ING (Aetna) Life Insurance and Annuity
Life Insurance of the Southwest
Lincoln National
Metropolitan Life
Money Concepts Financial Planning
Prudential Insurance Company of America
Security Benefit Group
The Legend Group of Companies
American Memorial Life Ins. Co.
American Funds
Aragon Financial (Veritrust)
CGU Life Insurance Co. of America
Equitables of Iowa
Janus
Kempers
Keyport Life Insurance Co.
OM Financial (Old Mutual)
OneAmerica (American United Life Insurance Co.)
Orion Portfolio Solutions, LLC (FTJ FundChoice, LLC)
Protective Life (Safe Co)
Reliastar (Northern Life)
Sun America
Symetra
Vanguard
Voya
Northern Arizona University
AIG Retirement
Ameriprise (Travelers/CitiStreet)
MetLife
ING
Massachusetts Mutual
National Western Life Insurance
Ascendant Financial
Oppenheimer
Security Benefits

University of Arizona
AIG Retirement
American General Life Insurance Company, California Western Life
Ameriprise Financial
AXA Advisors
Charles Schwab & Co Inc
Commonwealth Annuity and Life Insurance Company
Delta Life & Annuity Company
Financial Directions, LLC
First Investors Corporation
Great American Life Insurance Company
ING Life Insurance and Annuity
ING Retirement (Reliastar)
Lincoln Investment Planning, Inc.
Lincoln National
MetLife, MetLife – Chicago
MetLife, New England Life
MetLife, Travelers Copeland Insurance
Metropolitan Life
Nationwide Life Insurance Company
Old Mutual Financial Life
PFS Investments Inc.
Security Benefit Group
Sun Life Financial, Keystone/Copeland
Sun Life of Canada
Tax Deferred Services
The Hartford Financial Services Group, Inc
The Legend Group of Companies
Waddell & Reed
ARIZONA UNIVERSITY SYSTEM
SUPPLEMENTAL RETIREMENT PLAN

Established Effective as of January 1, 2011
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ARIZONA UNIVERSITY SYSTEM
SUPPLEMENTAL RETIREMENT PLAN

The Arizona Board of Regents (the "Board") hereby establishes the Arizona University System Supplemental Retirement Plan (the "Plan"), effective January 1, 2011.

Background

A. The Board wishes to establish a qualified retirement plan, effective January 1, 2011, to provide additional retirement benefits for certain eligible employees of the universities subject to the Board's jurisdiction.

B. The Board intends for the Plan to be a defined contribution plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"), that is a governmental plan as defined under Code Section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

C. The Board intends for the Plan to be funded through one or more qualified trusts under Code Section 501(a), custodial accounts treated as qualified trusts under Code Section 401(f), and/or annuity contracts treated as qualified trusts under Code Section 401(f), all in accordance with the qualification requirements of the Code.

In consideration of the premises, pursuant to its authority under Arizona Revised Statutes, §§15-1626 and 15-1628, the Board hereby establishes the Plan, effective January 1, 2011, to be and read as follows:

ARTICLE I
ESTABLISHMENT OF PLAN

The Arizona University System Supplemental Retirement Plan is hereby established, effective as of January 1, 2011, for the purpose of providing retirement benefits for Eligible Employees. The Plan shall be a profit sharing plan within the meaning of Code Section 401(a)(27), provided, however, that contributions shall be made without regard to profits.
ARTICLE II
DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.01  Rules of Construction and Governing Law.

(a) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code and, when not inconsistent with the Code, the laws of the State of Arizona.

(b) Words used herein in the masculine gender shall be construed to include the feminine gender, where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular, where appropriate.

(c) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that causes the Plan to (i) constitute a qualified plan under the provisions of Code Section 401 with the earnings of the Trust exempt from income tax under Code Section 501, (ii) be a "governmental" plan as defined in ERISA Section 3(32) and Code Section 414(d), and (iii) comply with all applicable requirements of the Code shall prevail over any different interpretation.

(d) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(e) If any provision of the Plan shall be held to violate the Code or be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise impair or affect the Plan.

Section 2.02  Definitions. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows:
(a) "Account" means, with respect to a Participant, the bookkeeping account maintained to reflect the Participant's interest under the Plan attributable to Employer Contributions. Where the context so permits, "Account" also refers to the amount credited thereto.

(b) "Administrator" means the Board and, to the extent that the Board has delegated any of its duties as Administrator pursuant to Section 10.03, the committee to whom such duty has been delegated.

(c) "Affiliated Employer" means the Employer and any other entity that is required to be aggregated with an Employer under Code Section 414(b), (c) or (m), as determined pursuant to the following sentence. The Board shall determine the entities that are Affiliated Employers based on a reasonable good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

(d) "Applicable Form" means the appropriate form as designated and furnished by the Administrator or Vendor to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator or Vendor may prescribe an electronic or telephonic form in lieu of or in addition to a written form.

(e) "Attachment A" means, with respect to an Employer, the Attachment A as adopted by that Employer through the signature of the Employer's President, as in effect from time to time. Each separate Employer shall complete a separate Attachment A, which shall list all Eligible Employees of that Employer and, with respect to each such Eligible Employee for each Plan Year, either the (i) the amount of the Employer Contribution or (ii) the formula for determining the Employer Contribution.
(f) "Attachment B" means Attachment B to the Plan, as adopted and amended from time to time by the Board. Attachment B sets out the terms of the Excess Benefit Arrangement, which is a part of the Plan and is intended to be a qualified governmental excess benefit arrangement pursuant to Code Section 415(m).

(g) "Beneficiary" means the person or persons determined eligible to receive any benefits payable under the Plan in the event of a Participant's death, as determined pursuant to Section 8.03.

(h) "Board" means the Arizona Board of Regents, a body corporate created under Article 2, Chapter 13, Title 15, Arizona Revised Statutes (A.R.S. sections 15-1621, et. seq.).

(i) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(j) "Cost of Living Adjustment" means the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) or 401(a)(17), as applicable for any year.

(k) "Domestic Partner" means, with respect to a Participant, a person of the same or opposite sex (i) with whom the Participant has a single, dedicated relationship and has shared the same permanent residence for at least 12 months, (ii) who is not married to another person or part of another domestic partner relationship and is at least age 18, (iii) who, with the Participant, is mutually responsible for the other's welfare, (iv) who, with the Participant, intends for their relationship to be permanent, (v) who is not so closely related to the Participant as to preclude marriage under state law, and (vi) for whom there is an Affirmation of Domestic Partnership on file with the Administrator. In determining whether the requirements of clauses (i) through (v) of the preceding sentence have been satisfied, the Administrator may rely on the Affirmation of Domestic Partnership filed with the Administrator. Notwithstanding the preceding provisions,
under no circumstances shall a person who has a Spouse be treated as having a Domestic Partner for purposes of the Plan.

(l) "Effective Date" means January 1, 2011.

(m) "Eligible Employee" means, with respect to an Employer, an Employee of that Employer listed in the Attachment A in effect for that Employer.

(n) "Employee" means a common law employee of an Employer.

(o) "Employer" means the University of Arizona, Arizona State University, Northern Arizona University, and/or any other university under the jurisdiction of the Board.

(p) "Employer Contribution" means a contribution made by an Employer on behalf of a Participant pursuant to the terms of the Plan.

(q) "Excess Benefit Arrangement" means the Arizona University System 415(m) Qualified Excess Benefit Arrangement established pursuant to Attachment B, which is the portion of this Plan intended to be a qualified governmental excess benefit arrangement pursuant to Code Section 415(m).

(r) "Investment Option" means an investment option selected by the Administrator and made available to the Participants under the Plan pursuant to Section 6.04.

(s) "ORP" means the Arizona Board of Regents Optional Retirement Plan.

(t) "Participant" means an Eligible Employee or former Eligible Employee who has an Account balance under the Plan.

(u) "Plan" means the plan created and embodied herein, as amended from time to time, known as the "Arizona University Supplemental Retirement Plan."

(v) "Plan Compensation" means, with respect to a Participant for a Plan Year, the remuneration paid to the Employee by the Employer during such Plan Year as his base wage or
salary, plus bonuses and overtime paid, but excluding living or other allowances, premium payments, compensation in kind, payments made to any employee pension or welfare benefit plan, or any other special or unusual form of compensation; provided, however, Plan Compensation includes any amount contributed by the Employer pursuant to a salary reduction agreement between the Employer and the Employee that is excludable from gross income of the Employee pursuant to Code Section 125, 132(f)(4), 403(b), or 414(h)(2) or amounts deferred under an eligible deferred compensation plan within the meaning of Code Section 457(b). Notwithstanding any other provision of the Plan to the contrary, the annual Plan Compensation of an Employee taken into account under the Plan shall not exceed the limitation specified by Code Section 401(a)(17), as adjusted to reflect increases in the cost of living pursuant to Code Section 401(a)(17)(B).

(w) "Plan Year" means the calendar year.

(x) "Section" means a section of this Plan, unless it is immediately preceded by the word "Code."

(y) "Severance from Employment" means a Participant's severance from employment with all Employers and Affiliated Employers for any reason. A Participant shall be deemed to have severed from employment with the Employers for purposes of the Plan when, in accordance with the established personnel practices of the Employers, the employment relationship is treated as terminated. An authorized leave of absence, including a leave pursuant to the Family and Medical Leave Act, is not a Severance from Employment.

(z) "Spouse" means the person to whom the Participant is married as of the relevant date determined in accordance with applicable local law.
(aa) "Trust" means a trust, a custodial account treated as a qualified trust under Code Section 401(f), and/or an annuity contract treated as a qualified trust under Code Section 401(f), established under the Plan to hold Plan assets.

(bb) "Trust Fund" means all the cash, securities, or other property, together with income therefrom, held by the Trustee pursuant to the terms of the Plan and Trust.

(cc) "Trustee" means the entity or person(s) designated by the Board as trustee of a Trust, and includes the entity or person(s) holding the assets of a custodial account or holding an annuity contract in accordance with Code Section 401(f).

(dd) "Vendor" means a service provide designated by the Administrator to serve as third party administrator and/or recordkeeper for the Plan and/or to offer Investment Options to Participants under the Plan.

(ee) "Vested" refers to the portion of an Account in which the interest of the Participant or Beneficiary is nonforfeitable, except as otherwise expressly provided herein.

**ARTICLE III**

**ELIGIBILITY**

**Section 3.01 Participation Standards.** An Employee shall become a Participant as of the date designated in the Attachment A completed by the Employer, signed by its President, and provided to the Board.

**Section 3.02 Cessation of Participation.** A Participant shall cease to be such upon the distribution of his or her entire Account.

**Section 3.03 Completion of Forms by Participants and Beneficiaries.** A Participant and any Beneficiary eligible to receive, or claiming a right to receive, any benefits under the Plan must complete such Applicable Forms and furnish such proofs and information as may reasonably be required at any time by the Administrator or Vendor.
ARTICLE IV
CONTRIBUTIONS AND VESTING

Section 4.01 Employer Contributions. The Employer shall contribute on behalf of each Participant who is an Eligible Employee of that Employer on the last day of the Plan Year a contribution in the amount required for such Participant pursuant to the Attachment A for such Employer for the Plan Year. The Employer shall make such contribution no later than required by law, and such contribution shall be allocated to the Eligible Employee's Account as of the last day of the Plan Year; provided, however, the Eligible Employee shall not be entitled to earnings with respect to a contribution until such contribution is made to the Trust and allocated to the Eligible Employee's Account.

Section 4.02 Vesting. A Participant's interest in his or her Account shall be one hundred percent (100%) vested at all times.

Section 4.03 Rollover Contributions. The Plan does not accept any rollover contributions.

ARTICLE V
LIMITATIONS ON CONTRIBUTIONS

Section 5.01 Code Section 415(c) Limitations.

(a) To the extent required by Code Section 415(c), in no event shall the "annual addition" for any Participant for any Plan Year exceed the lesser of:

(1) The amount specified in Code Section 415(c)(1)(A), increased thereafter by the Cost of Living Adjustment ($49,000 for 2011); or

(2) One hundred percent (100%) of the "compensation" the Participant received from the Employer or an Affiliated Employer during the Plan Year.

(b) For purposes of this Article, "annual addition" has the meaning specified in Code Section 415(c), as modified in Code Section 415(l)(1) and 419A(d)(2). In general, Code Section
415(c) defines the annual addition as the sum of (i) employer contributions (including employee contributions that are picked-up by the Employer under Code Section 414(h)(2)) (ii) forfeitures credited to the Participant's Account for the Plan Year under this Plan and any other Code Section 401(a) plan sponsored by the Employer or by an Affiliated Employer. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer or an Affiliated Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e), maintained by the Employer or an Affiliated Employer are treated as annual additions to a defined contribution plan.

(c) For purposes of this Article, "compensation" means compensation as defined in Code Section 415(c)(3). In general, Code Section 415(c)(3) defines compensation as all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Employer at election of the Employee and which is not includible in the gross income of the Employee by reason of Code Section 125, 403(b), 132(f)(4), or 457(b). Compensation under this paragraph for a Plan Year shall not
include any compensation for the year greater than the limit established under Code Section 401(a)(17) as of the first day of the year, increased by the Cost of Living Adjustment.

Compensation for a Plan Year includes compensation paid by the later of (i) two and one-half (2½) months after an Employee's Severance from Employment, or (ii) the end of the Plan Year that includes the date of the Employee's Severance from Employment, if: (I) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (e.g., overtime or shift differential), commissions, bonuses, or other similar payments and the payment would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the Employer; or (II) the payment is for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if the Employee had continued in employment; or (III) received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.

Compensation shall also include compensation after a Severance from Employment if the compensation is paid because of either (i) qualified military service or (ii) permanent and total disability.

(d) If a Participant has annual additions for a Plan Year under this Plan and another plan of an Employer or Affiliated Employer for such Plan Year, and such annual additions (before application of this Article) would exceed the limitations of this Article, the adjustment to comply with this Article shall be made pursuant to this Plan.
(e) Pursuant to Section 1.415(j)-1(a) of the Treasury Regulations, the "limitation year" for the Plan under Section 415 is the calendar year (which is the same as the Plan Year).

ARTICLE VI
INVESTMENTS AND ACCOUNTING

Section 6.01 Participant's Account. An Account shall be maintained by the Administrator or Vendor for each Participant pursuant to the terms of the Plan. The Account shall reflect the record of the Participant's interest under the Plan attributable to contributions and the earnings and losses thereon. The maintenance of individual accounts is for accounting and recordkeeping purposes only, and a segregation of Plan assets to each Account is not required.

Section 6.02 Statement of Account. The Administrator or Vendor shall provide each Participant with a statement of the value of the Participant's Account as of the end of the Plan Year and as of such other dates as the Employer may request in writing.

Section 6.03 Value of Account. The value of a Participant's Account as of any determination date is the value of the balance of the Account as determined by the Administrator or Vendor. All transactions and Account records shall be based on fair market value.

Section 6.04 Investment Options.

(a) The Administrator shall select the Investment Options available to Participants under the Plan, and it may add and delete Investment Options at any time.

(b) Each Participant shall have sole authority and responsibility for directing the investment of future contributions on his or her behalf and his or her Account among the available Investment Options. Each Participant shall elect Investment Options in which his or her Account and/or future contributions shall be invested by completing the Applicable Form in accordance with the procedure established by the Vendor. To the maximum extent permitted by
law, the Board, Employer, and Administrator shall have no responsibility or liability for any investment made pursuant to the Participant's election.

(c) If a Participant does not have a valid and complete investment direction on file with the Vendor on the Applicable Form, contributions may be invested in a default fund selected by the Administrator, in its sole discretion, until the Participant makes an affirmative election regarding the investment of his or her Account.

ARTICLE VII
NONALIENATION OF BENEFITS

No benefit under the Plan, prior to actual receipt thereof by the Participant or his or her Beneficiary, shall be liable for any debt, liability, contract, engagement, or tort of the Participant or his or her Beneficiary, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or other voluntary or involuntary alienation or other legal or equitable process, nor transferable by operation of law.

ARTICLE VIII
BENEFITS

Section 8.01 Benefits.

(a) If a Participant incurs a Severance from Employment for any reason other than death, the Participant shall be entitled to the value of his or her Account payable in a single cash lump sum or in any other form of benefit offered by the Vendor. Payment of benefits shall commence as soon as practicable, but not later than the sixtieth (60th) day after the close of the Plan Year in which the Participant becomes eligible for a payment of his benefit; provided, however, that the Participant or Beneficiary, if applicable, may elect a later distribution date in writing directed to the Administrator or Vendor, subject to the limitations set out in Subsection (b).
(b) Notwithstanding any provision of the Plan to the contrary, the distribution of a Participant's Account shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Treasury Regulations thereunder (including Treasury Regulation Section 1.401(a)(9)-(2)), the provisions of which are incorporated herein by reference:

(1) The Participant's benefits shall be distributed to him not later than April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one half (70½) or (ii) the calendar year in which the Participant has a Severance from Employment.

(2) Distributions to the Participant and his or her Beneficiaries shall be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Treasury Regulations thereunder.

**Section 8.02 Death Benefits.**

(a) If a Participant dies after distribution of his or her entire Account, no benefit is payable under the Plan.

(b) If a Participant dies before his or her entire Account is distributed, his remaining Account balance shall be distributed to his or her Beneficiary as a single lump sum payment as soon as administratively feasible after the Participant's death.

**Section 8.03 Beneficiaries.**

(a) The primary Beneficiary of a Participant is the Participant's Spouse, unless the Participant designates a different primary Beneficiary pursuant to Subsection (b).

(b) The Participant may designate on the form provided by the Administrator or Vendor one or more primary and contingent Beneficiaries to receive any death benefits payable
under the Plan upon his or her death. Each such designation may be revoked, amended, or changed by the Participant by notice in writing to the Administrator or Vendor on the Applicable Form.

(c) In the absence of a designation by the Participant pursuant to Subsection (b), or if all designated Beneficiaries predecease the Participant, the benefits, if any, shall be paid to the Participant's Spouse, if living at the time of the Participant's death, or if such Spouse does not survive the Participant, to the Participant's estate.

**Section 8.04 Survivor Rights.** After distribution of the Participant's Account, neither the Participant nor his or her Beneficiary shall be entitled to any further benefit from this Plan.

**Section 8.05 No Loans or Hardship Distributions.** No Participant loans or distributions for financial hardship shall be allowed or available under the Plan.

**Section 8.06 Charge or Discount.** Notwithstanding anything contained herein to the contrary, any surrender charge assessed against a Participant's Account by any Investment Option shall reduce the amount of the benefit payable to the Participant.

**Section 8.07 Persons Under Legal Disability.** If any benefit under the Plan is payable to a minor or other person under legal disability, the Administrator shall direct that such payment be made to the legal guardian of such person or to such other person or organization as a court of competent jurisdiction may direct. None of the Employer, the Board, the Administrator, the Trustee, or the Plan shall be responsible for the application of such payment.

**Section 8.08 Payments at Direction of the Administrator.** Any benefit payable under the Plan shall be paid only at the written direction of the Administrator following completion of appropriate form or forms, as determined by the Administrator. Benefits under the Plan shall be paid only if the Administrator decides in its discretion that the Participant is entitled to them.
ARTICLE IX
ROLLOVERS FROM PLAN

Section 9.01 Definitions for this Article. For purposes of this Article, the following definitions shall apply.

(a) "Direct Rollover" means an Eligible Rollover Distribution that is paid directly to an Eligible Retirement Plan for the benefit of the Distribuee.

(b) "Distributee" means the Participant when eligible to receive a distribution from the Plan, or the Participant's surviving Spouse who is eligible to receive a distribution from the Plan, or the Participant's non-Spouse Beneficiary who is eligible to receive a distribution from the Plan.

(c) "Eligible Retirement Plan," as defined under Code Section 402(c)(8)(B), means:
   (1) an individual retirement account described in Code Section 408(a);
   (2) an individual retirement annuity described in Code Section 408(b);
   (3) an annuity plan described in Code Section 403(a);
   (4) a contract described in Code Section 403(b);
   (5) a qualified plan described in Code Section 401(a);
   (6) an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A); and
   (7) a Roth individual retirement account described in Code Section 408A(e), provided the Distributee's adjusted gross income does not exceed any limit applicable under federal law for the tax year to which the distribution occurs, that accepts the Distributee's Eligible Rollover Distribution; provided, however, that for purposes of the Participant's non-Spouse Beneficiary, Eligible Retirement Plan has the meaning in item (1)
or (2), to the extent consistent with the provisions of Code Section 402(c)(11) and any successor provisions thereto or additional guidance issued thereunder.

(d) "Eligible Rollover Distribution," as defined in Code Section 402(f)(2)(A), means any distribution of all or any portion of the balance to the credit of the Distributee under this Plan, excluding the following:

1. any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made over the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more;

2. any distribution to the extent to which such distribution is required under Code Section 401(a)(9);

3. the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation described in Code Section 402(e)(4));

4. any distribution which is made upon hardship of the employee; and

5. other items designated by regulations, or by the commissioner in revenue rulings, notices, or other guidance, as items that do not constitute an eligible rollover distribution.

**Section 9.02 Direct Transfer of Eligible Rollover Distribution.** A Distributee may elect on an Applicable Form to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as specified by the Distributee in a Direct Rollover, at the time and in the manner prescribed by the Administrator. An Eligible Rollover Distribution that is paid to an Eligible Retirement Plan in a Direct Rollover is excludable from the Distributee's gross income.
under Code Section 402; provided, however, if any portion of such Eligible Rollover Distribution is subsequently distributed from the Eligible Retirement Plan, that portion shall be included in gross income to the extent required under Code Section 402, 403, or 408.

**Section 9.03  Mandatory Withholding of Eligible Rollover Distributions.**

(a) If the Distributee of an Eligible Rollover Distribution does not elect to have the Eligible Rollover Distribution paid directly from the Plan to an Eligible Retirement Plan in a Direct Rollover pursuant to Code Section 401(a)(31), the Eligible Rollover Distribution shall be subject to a mandatory twenty percent (20%) federal income tax withholding under Code Section 3405(c). Only that portion of the Eligible Rollover Distribution that is not paid directly from the Plan to an Eligible Retirement Plan in a Direct Rollover shall be subject to the mandatory withholding requirement under Code Section 3405(e).

(b) If a Distributee elects to have an Eligible Rollover Distribution paid to the Distributee, the distribution may be excluded from gross income of the Distributee provided that said distribution is contributed to an Eligible Retirement Plan no later than the sixtieth (60th) day following the day on which the Distributee received the distribution.

(c) If the Plan distribution is not an Eligible Rollover Distribution, said distribution shall be subject to the elective withholding provisions of Code Section 3405(a) and (b).

**Section 9.04  Explanation of Plan Distribution and Withholding Requirements.**

Each Distributee shall be provided, within a reasonable period of time before making an Eligible Rollover Distribution, a written explanation which explains the rules:

(a) under which a Distributee may elect to have an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan;
(b) that require the withholding of tax on an Eligible Rollover Distribution if it is not paid in a Direct Rollover to an Eligible Retirement Plan;

(c) that provide that a distribution shall not be subject to tax if the distribution is rolled over to an Eligible Retirement Plan within sixty (60) days after the date the Distribute receives the distribution; and

(d) if applicable, certain special rules regarding taxation of the distribution as described in Code Sections 402(d) and (e).

ARTICLE X
ADMINISTRATION OF THE PLAN

Section 10.01 Administrator. The Board is the Plan's Administrator, and shall act through action of the Board, except as the Board's authority to act is delegated as provided in Section 10.03. The Administrator shall have authority to control and manage the operation and administration of the Plan and shall be the named fiduciary of the Plan. The Administrator shall have all powers necessary or convenient to enable it to exercise such authority. In connection therewith, the Administrator may provide rules and regulations, not inconsistent with the provisions hereof, for the operation and management of the Plan and may from time to time amend or rescind such rules or regulations. The Administrator is authorized to accept service of legal process for the Plan.

Section 10.02 Powers of the Administrator. Except as may be otherwise specifically provided in the Plan, the Administrator shall have the power to construe and interpret the Plan and to determine all questions of fact or law arising hereunder. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan in such manner and to such extent as it may deem expedient and, subject to provisions of the Plan regarding claims to benefits, the Administrator should be the sole and final judge of such expediency.
**Section 10.03 Delegation by Administrator.** The Board may delegate some or all of its duties or responsibilities as Administrator to a committee; provided, however, the Board may revoke such delegated authority at any time without cause or advance notice. To the extent of such delegation, the committee shall have the same power and authority with respect to such delegated duties or responsibilities as the Board would have in the absence of such delegation.

**Section 10.04 Advice to Administrator.** The Administrator may employ or contract with one or more persons to render advice with regard to its duties, responsibilities, and authority under the Plan.

**Section 10.05 Fiduciary Insurance.** The Administrator may purchase fiduciary liability insurance for any employees of the Administrator to cover liability or losses occurring by reason of the act or omission of an employee with respect to the Plan.

**Section 10.06 Limitation on Recovery.** To the extent permitted by law, a Participant and any Beneficiary may not seek recovery against the Board, Employer, or Administrator, or any employee, contractor, or agent of the Board, Employer, or Administrator, for any loss sustained by the Participant or Beneficiary due to the nonperformance of their duties, negligence, or any other misconduct of the above named persons.

**Section 10.07 Benefit Payments.** The Administrator, if in doubt regarding the correctness of its action with respect to a benefit payment, may direct suspension of payment until satisfied as to the correctness of the payment or the person to receive the payment. Alternatively, the Administrator may file, in any state court of competent jurisdiction, a suit, in the form it deems appropriate, for legal determination of the benefits to be paid and the persons to receive them. The Administrator may also bring a suit, or take other action as it deems appropriate, to resolve questions involving investment directions. The Administrator shall
comply with the final order of the court in any such suit, and any affected Participant or Beneficiary, and the Administrator shall be bound by such an order, insofar as it affects the benefits payable under this Plan, or the method or manner of payment.

**Section 10.08 Unclaimed Benefit Payments.** If any payment of a benefit hereunder, which has been mailed by regular United States first-class mail to the last address of the payee furnished to the Trustee by the Administrator is returned unclaimed, the Trustee shall notify the Administrator and shall discontinue further payments to such payee until they receive the further instructions of the Administrator, subject to any applicable Unclaimed Property Act provisions.

**Section 10.09 Payment of Expenses.** All expenses and costs associated with the administration and investments of the Plan shall be assessed against Plan assets and the Participant's Account unless otherwise agreed in writing by the Administrator.

**ARTICLE XI**
**CLAIMS PROCEDURE**

**Section 11.01 Claims.** Any person who believes that he is entitled to any benefits under the Plan shall present such claim in writing to the Administrator. The Administrator shall within ninety (90) days provide adequate notice in writing to any claimant as to the decision on any such claim. If such claim has been denied, in whole or in part, such notice shall set forth (i) the specific reasons for such denial, (ii) the specific reference to any pertinent provisions of the Plan on which denial is based, (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and (iv) an explanation of the review procedure for the Plan. Such notice shall be written in a manner calculated to be reasonably understood by the claimant. Within sixty (60) days after receipt by the claimant of notification of denial, the claimant shall have the right to present a written appeal to the Administrator. If such appeal is not filed within said sixty (60)
day period, the decision of the Administrator shall be final and binding. The Administrator shall act as a fiduciary in making a full and fair review of such denial. The claimant or his or her duly authorized representative may review any Plan documents that are pertinent to the claim and may submit issues and comments to the Administrator in writing. A decision by the Administrator shall be made promptly, and in any event not later than sixty (60) days after its receipt of the appeal.

Section 11.02 Questions of Interpretation. The Administrator shall have the power to construe this Plan and to determine all questions of fact or law arising thereunder. It may correct any defect, supply any omission or reconcile any inconsistency in this Plan in such manner and to such extent as they may deem expedient.

Section 11.03 Reliance. If the Administrator or any other fiduciary with respect to the Plan acts in reliance on an election, consent, or revocation made pursuant to this Plan, the election, consent, or revocation shall be treated as valid for purposes of discharging the Plan from liability to the extent of payments made pursuant to such acts.

Section 11.04 Disputes. In the event there is a dispute over any terms and conditions of this Plan affecting any individual, such individual shall notify the Administrator in writing of his or her position. The decision of the Administrator shall be final and binding on all parties, and this appeal shall be the sole and exclusive remedy in any such dispute.

ARTICLE XII
PLAN AMENDMENT AND TERMINATION

Section 12.01 Amendment for Qualification of Plan. It is the intent of the Board that the Plan shall be and remain qualified for tax purposes under the Code. The Administrator may submit the Plan for approval under the Code, and all expenses incident thereto shall be borne by the Employers. The Board may adopt any Plan amendments necessary to obtain and retain
approval of the Secretary of Treasury or his delegate as may be necessary to establish and
maintain the tax-qualified status of the Plan under the Code, as now in effect or hereafter
enacted. Any amendment of the Plan adopted in accordance with this Section may be adopted
retroactively, if necessary or appropriate, and all persons shall be bound thereby.

Section 12.02 Other Plan Amendments. The Board reserves the right, in its sole and
final discretion, to amend the Plan at any time; provided, however, that no such amendment shall
reduce any Participant’s Vested Account balance or violate any other applicable provision of the
Code.

Section 12.03 Termination of Plan. The Board reserves the right, in its sole and final
discretion, to terminate the Plan in whole or in part at any time. Following such termination,
Participants' Accounts shall be distributed in accordance with the applicable provisions of the
Plan.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13.01 Nondiversion. The assets of the Plan shall never inure to the benefit of
the Board or any Employer and shall be held for the exclusive purposes of providing benefits to
Participants and Beneficiaries and defraying reasonable expenses of administering the Plan;
provided, however, that

(a) in the case of a contribution made by an Employer under a mistake of fact, such
contribution shall be returned to the Employer, upon demand, within one year after the payment
of the contribution; and

(b) Contributions by the Employer are conditioned on the initial qualification of the
Plan under the Code and the continued qualification of the Plan as a result of Plan amendment,
and if the Plan does not so qualify initially or as a result of amendment, then such contributions
shall be returned to the Employer, upon demand, within one year after the date of denial of qualification of the Plan.

**Section 13.02 Military Leave.**

(a) Notwithstanding any provisions of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), Code Section 414(u), and Code Section 401(a)(37), as amended from time to time.

(b) For purposes of this Section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

(c) If a Participant timely resumes employment with the Employer in accordance with USERRA, the Employer shall make the contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Contributions must be made no later than ninety (90) days after the date of reemployment or when the contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then terminated employment on account of death.
(e) A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as an Employee of the Employer and the differential wage payment shall be treated as Plan Compensation. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

**Section 13.03 Merger, Consolidation of Plans or Transfer of Plan Assets.** In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, the each Participant shall be entitled to a benefit (as if the Plan had been terminated) immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (as if the Plan had been terminated).

**Section 13.04 Allocation of Fiduciary Responsibilities.** Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. No fiduciary of the Plan shall be liable for any act or omission in appropriately carrying out his or her responsibilities under the Plan.

**Section 13.05 Limitation of Rights and Obligations.** Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor the purchase of any insurance contract, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:
(a) As conferring upon the Participant or Beneficiary, or any other person any right or claim against the Board, Employer, Administrator, or Trustee except to the extent that such right or claim shall be specifically expressed and provided in the Plan.

(b) As an agreement, consideration, or inducement of employment or as effecting in any manner or to any extent whatsoever the rights or obligations of the Employer or any Employee to continue or terminate the employment relationship at any time.

(c) As creating any responsibility or liability for any taxes or tax consequences on the accrual or payment of benefits under this Plan or the Excess Benefit Arrangement.

**Section 13.06 Counterparts.** This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original. All counterparts shall constitute but one and the same instrument and shall be sufficiently evidenced by any one counterpart.

IN WITNESS WHEREOF, the Arizona Board of Regents has caused this Plan to be established as of the Effective Date.

**ARIZONA BOARD OF REGENTS**

By: [Signature]

Name: **THOMAS K ANDERES**

Title: **PRESIDENT**

**ARIZONA STATE UNIVERSITY**

By: [Signature]

Name: **Michael Crow**

Title: **President**
NORTHERN ARIZONA UNIVERSITY

By: [Signature]
Name: JOHN HAEGER (BY MJ MCMANN)
Title: PRESIDENT

UNIVERSITY OF ARIZONA

By: [Signature]
Name: EUGENE T. SANDER
Title: PRESIDENT
ATTACHMENT A

ELIGIBLE EMPLOYEES OF EMPLOYER

This Attachment A identifies each Eligible Employee of the Employer, his or her Entry Date, and the Method of Determining his or her Contributions, as follows:

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By his or her signature below, the President of the Employer designated below affirms that the Employer has approved the Eligible Employees, Entry Dates, and Contributions specified above and agrees to fund the required contributions for such Employees under the Plan and to comply with the terms of the Plan with respect to such Employees.

Name of Employer: ____________________________________________

Signature of Employer's President: ________________________________

Date: ________________________________
ATTACHMENT B

CODE SECTION 415(M) QUALIFIED GOVERNMENTAL EXCESS BENEFIT ARRANGEMENT
ARIZONA UNIVERSITY SYSTEM SUPPLEMENTAL RETIREMENT PLAN

TRUST AGREEMENT
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ARTICLE VII AMENDMENT AND TERMINATION

Section 7.01. No Diversion
Section 7.02. Amendment
Section 7.03. Termination of Plan
This Trust Agreement is made and entered into as of December 22, 2011, by and between Arizona Board of Regents, as plan sponsor ("Plan Sponsor"), and Arizona Board of Regents, as trustee ("Trustee"), to establish a trust to serve as the funding vehicle for the Arizona University System Supplemental Retirement Plan ("Plan").

Background

A. The Plan Sponsor has established the Plan, and it wishes to establish the trust created by this Agreement ("Trust") to serve as the funding vehicle for the Plan.

B. The Plan Sponsor wishes for the Trustee to serve as trustee of the Trust in accordance with the terms and conditions of this Agreement.

C. The Trustee wishes to serve as trustee of the Trust on such terms and conditions.

Agreement

In consideration of the premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Plan Sponsor and the Trustee agree as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.01. Creation of Trust. The Plan Sponsor hereby establishes the Trust pursuant to the terms of this Agreement, and designates the Trustee as trustee of the Trust, subject to the terms and conditions of this Agreement.

Section 1.02. Acceptance of Trust. The Trustee accepts its appointment as trustee of the Trust, effective as of the date specified above. The Trustee shall have duties and responsibilities only with respect to assets deposited with it by the Plan Sponsor or by an Employer whose employees are covered by the Plan.

Section 1.03. Part of Plan. This Trust forms a part of the Plan, and is used to fund benefits thereunder. The Plan Sponsor or its designee warrants that it has furnished the Trustee with a true and correct copy of the Plan as currently in effect. The Plan Sponsor or its designee agrees that, upon the adoption of any amendment to the Plan, it will furnish the Trustee with a copy of the amendment and with appropriate evidence of its due adoption. No amendment of the Plan may change the rights, duties, or liabilities of the Trustee without its written consent. The Trustee may rely on the latest Plan documents in its possession without further inquiry or verification. If any provision of the Plan conflicts with any provision of the Trust, the provisions of the Trust shall control.

Section 1.04. Certification of Fiduciaries and Administrator. The Plan Sponsor or its designee will certify to the Trustee the name of the entity or person(s) who has the authority to direct the Trustee as to the investment of the Trust Fund, as well as the name of the person or persons who have the authority on behalf of the Plan Sponsor to communicate with the Trustee.
with respect to any other matter relating to the Trust. The Plan Sponsor acknowledges that it is responsible for administration of the Plan in accordance with its terms.

Section 1.05. **Construction and Applicable Law.** This Trust is intended to constitute a qualified trust under Section 401 (a) of the Internal Revenue Code of 1986, as amended (the "Code") and to be entitled to tax exemption under Section 501 (a) thereof. The Trustee may assume, until advised to the contrary, that the Trust is so qualified and is entitled to such tax exemption. This Trust Agreement shall be construed and administered consistent with such intent. It shall also be construed and administered according to the laws of the State of Arizona, to the extent that such laws are not preempted by the laws of the United States of America.

**ARTICLE II**
**TRUST FUND**

Section 2.01. **Composition.** All property acceptable to the Trustee and received by it to be held in trust hereunder, together with all investments made and all earnings and accumulations thereon, shall be held and administered by the Trustee, in trust, in a fund referred to herein as the "Trust Fund," in accordance with the terms and provisions hereof. The Trust Fund shall be held, administered, and disbursed by the Trustee without distinction between principal and income.

Section 2.02. **Contributions.** The Trustee shall have no duty to require any contributions to be made to it, to determine that the contributions (including rollover contributions) received by it comply with the provisions of the Plan or with any resolution of an Employer providing therefor, or to collect any contributions payable to it pursuant to the Plan. The responsibilities of the Trustee shall be limited solely to the property actually received by it.

**ARTICLE III**
**TRUSTEE**

Section 3.01. **General Responsibility.** The general responsibilities of the Trustee shall be as follows:

(a) Except as expressly otherwise provided herein, the entity or entities designated by the Employer(s) shall manage and control the assets of the Plan held in the Trust Fund, and the Trustee shall be subject to the directions of the Employers, if applicable, at all times regarding the investments of the Trust Fund and other matters noted herein. Subject to such direction, the Trustee shall generally have all of the powers of owners with respect to securities or properties held in the Trust Fund, and the Trustee shall have no authority or power to exercise discretion as to the selection and retention of investments of the Trust Fund or the acquisition or disposition of any portion of the Trust Fund. Such discretion and authority shall rest solely with the Employers. The Trustee shall not be liable for any losses incurred upon investments, provided the Trustee executes the directions of the Employers pursuant to the terms of the Trust.

(b) The Trustee shall hold, administer, invest and reinvest, and disburse the Trust Fund in accordance with the powers and subject to the restrictions stated herein.
(c) The Trustee shall disburse monies and other properties from the Trust Fund on direction of the Employers at the time or times to the payee or payees specified by the Employers in directions to the Trustee in such form as the Trustee may reasonably require. The Trustee shall be under no liability for any distribution made by it pursuant to such directions and shall be under no duty to make inquiry as to whether any distribution made by it pursuant to any such direction is made pursuant to the provisions of the Plan.

(d) The Trustee, in its capacity as such, shall have no responsibility or authority with respect to the operation and administration of the Plan, and the rights, powers and duties of the Trustee shall be governed solely by the terms of this Trust Agreement without reference to the provisions of the Plan, except for Plan provisions specifically referred to by this Trust Agreement.

Section 3.02. **Duties of Trustee.** The Trustee shall discharge its duties with respect to the Trust solely in the interests of the participants and beneficiaries and for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan.

Section 3.03. **Compensation and Expenses.** The Trustee shall not be compensated for its services as trustee of the Trust. The Trustee shall be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services. Such reimbursements shall be paid by the Employers.

Section 3.04. **Records and Accountings.** The Trustee shall keep accurate records and accounts of all investments, receipts, and disbursements, and other transactions hereunder, and all records, books, and accounts relating thereto shall be open to inspection by any person designated by the Employers at all reasonable times. As soon as reasonably practicable following the close of each annual accounting period of the Trust, and as soon as reasonably practicable after the resignation or removal of a Trustee has become effective, the Trustee shall file with the Employers a written or electronic account setting forth all investments, receipts, disbursements, and other transactions affected by it during such year, or during the part of the year to the date the resignation or removal is effective, as the case may be, and containing a description of all securities purchased and sold, the cost or net proceeds of sale, the securities and investments held at the end of such period, and the cost of each item thereof as carried on the books of the Trustee. If the fair market value of an asset in the Trust Fund is not available when necessary for accounting or reporting purposes, the fair value of the asset shall be determined in good faith by the Employers, assuming an orderly liquidation at the time of such determination. If there is a disagreement between the Trustee and anyone as to any act or transaction reported in an accounting, the Trustee shall have the right to have its account settled by a court of competent jurisdiction.

Section 3.05. **Record Retention.** The Trustee shall retain its records relating to the Trust as long as necessary for the proper administration thereof and at least for any period required by applicable law.
ARTICLE IV
INVESTMENTS

Section 4.01. General Scope of Trustee Powers. The Trustee shall have all powers necessary for the performance of its duties, and pursuant to directions of an entity or person(s) properly authorized to direct the Trustee, the Trust Fund may be invested in any securities and other property of whatsoever kind and nature.

(a) To Carry Securities in Nominee Form. To purchase, hold, and carry investments for the Trust Fund in the name of the Trustee, or in the name of any nominee or nominees selected by the Trustee, without Trust designation in any such case.

(b) To Vote Securities. To execute and deliver, on behalf of the Trust, any vote or proxy or similar rights incident to ownership of any securities held by the Trust.

(c) To Segregate Funds for Proper Purposes. To segregate any part or portion of the Trust Fund in the investment selected by the Employers for ease of proper administration.

(d) To Sue and Defend and Be Indemnified on That Account. To institute or defend any proceedings at law or in equity concerning the Trust Fund or the assets thereof at the cost and expense of the Trust Fund or the Employers, except in the case of the Trustee's own negligence or willful misconduct, and except as provided below, to compromise, settle, and adjust any claims or liabilities asserted by or against the Trust Fund or the Trustee on such terms and for such sums or amounts as the Trustee shall deem proper and upon agreement of the Employers, which agreement shall not be unreasonably withheld; provided, however, that any action initiated by the Trustee arising out of the investment of Plan assets shall be commenced only upon written directions of the Employers. The Employers shall also have the sole fiduciary responsibility to determine whether the Trust should participate as a class member in a class action lawsuit. The Employers hereby indemnify and hold the Trustee harmless against all expenses and liabilities which the Trustee may sustain or anticipate sustaining when instituting, maintaining, or defending any suit, action, or other legal proceeding, except in the case of the Trustee's own negligence or willful misconduct. The Trustee shall not have the duty or obligation to sue or otherwise seek enforcement of Employer contributions that are or may be due the Plan.

(e) To Purchase, Sell or Otherwise Dispose of Assets as Directed. To purchase, sell, exchange, or otherwise dispose of any investment of the Trust Fund, or of the several beneficial interests, but solely for such price and on such terms as the Employer may direct.

(f) To Employ Agents, Servants and Attorneys. To select and employ or retain such agents, servants, or attorneys as necessary or advisable in connection with the management and operation of the Trust herein created, and to pay reasonable fees (as allowed by law), commissions, or salaries incurred on account thereof from the Trust as an expense of trust administration, with the consent of the Employers, which consent shall not be unreasonably withheld.

(g) To Value Assets and the Trust Fund. To determine, as of the last day of each Plan Year and on such additional dates as designated by the Plan.
(h) **To Distribute Beneficial Interests.** To pay to participants or their designated beneficiaries all or a portion of the participants' beneficial interests in the Plan at the direction of the Employers and to withhold and pay any taxes due to the proper taxing authority as required by law.

(i) **To Pay Fees and Expenses.** To pay from the Trust Fund all reasonable costs, fees, expenses, taxes, and other charges and expenses of administration and distribution of the Trust Fund, to the extent such amounts are not paid directly by the Employer, as allowed by law.

(j) **To Hold Funds Uninvested.** To hold uninvested such cash funds as is reasonably necessary during the period of time in which a benefit distribution or other check is outstanding, an investment transaction is pending, or any similar transaction is in progress, or as directed by the Employer to meet the anticipated cash requirements of the Plan from time to time, without incurring liability for payment of interest thereon.

(k) **To Rely upon Instructions and Documents.** To rely in good faith upon written and oral instruction received from the Employers.

**ARTICLE V**

**CHANGE IN TRUSTEE**

**Section 5.01. Resignation.** The Trustee may resign at any time by giving sixty (60) days' advance written notice to the Plan Sponsor, or such shorter period of time as may be mutually agreed upon by the Plan Sponsor and the Trustee.

**Section 5.02. Removal.** The Plan Sponsor may remove any Trustee by giving thirty (30) days advance written notice to the person being removed, or such shorter period of time as may be mutually agreed upon by the Plan Sponsor and the Trustee.

**Section 5.03. Successor.** In the event of the resignation or removal of a Trustee, the Plan Sponsor shall promptly appoint a successor; if no appointment of a successor is made by the Plan Sponsor within a reasonable time after resignation or removal of the Trustee, either the Trustee or the Plan Sponsor may petition any court of competent jurisdiction to appoint a successor, after such notice, if any, solely to the Plan Sponsor and the retiring Trustee, as such court may deem proper and suitable. The retiring Trustee shall be furnished with written notice from the Plan Sponsor or the court, as the case may be, of the appointment of the successor, and shall also be furnished with written evidence of the successor's acceptance of the trusteeship. If a successor trustee cannot be located, either before or after application has been made to any court, the chief executive officer of the Plan Sponsor, or similarly situated individual if there is no chief executive officer, shall assume trustee responsibilities over the Trust Fund.

**Section 5.04. Duties on Succession.** Every successor trustee accepting a trusteeship under this Trust Agreement shall have all the right, title, powers, duties; exemptions, and limitations of the Trustee hereunder.
ARTICLE VI
MISCELLANEOUS

Section 6.01. Benefits May Not Be Assigned or Alienated. Except as otherwise expressly permitted by the Plan or by law, the interests of persons entitled to benefits under the Plan or this Trust Agreement may not in any manner whatsoever be assigned or alienated, whether voluntarily or involuntarily, or directly or indirectly.

Section 6.02. Evidence. Evidence required of anyone under this Trust Agreement may be by certificate, affidavit, document, or other instrument which the person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

Section 6.03. Dealings of Others with Trustee. No person (corporate or individual) dealing with the Trustee shall be required to see to the application of any money paid or property delivered to the Trustee or to determine whether the Trustee is acting pursuant to any authority granted to it under this Trust Agreement.

Section 6.04. Audits. The Plan Sponsor shall have the right to cause the books, records, and accounts of the Trustee that relate to the Plan to be examined and audited by independent auditors designated by the Plan Sponsor at such times as the Plan Sponsor may determine, and the Trustee shall make such books, records, and accounts available for such purposes at all reasonable times.

Section 6.05. Trustee Warranty Against Conviction. A person accepting trusteeship hereunder warrants that such person has not been convicted of or imprisoned for a crime preventing such person under the provisions of ERISA from serving as Trustee hereunder.

Section 6.06. Successors. The provisions of this Trust Agreement shall be binding on the Plan Sponsor and its successors. If a successor to the Plan Sponsor elects to continue the Plan, such successor or purchaser shall be substituted for the Plan Sponsor under this Trust Agreement.

Section 6.07. Waiver of Notice. Any notice required under this Trust Agreement may be waived by the person entitled thereto.

Section 6.08. Headings. Headings at the beginning of articles and sections are for convenience of reference, shall not be considered a part of this Trust Agreement, and shall not influence its construction.

Section 6.09. Construed as a Whole. The provisions of this Trust Agreement shall be construed as a whole in such manner as to carry out the provisions thereof and shall not be construed separately without relation to the context.

Section 6.10. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.
ARTICLE VII
AMENDMENT AND TERMINATION

Section 7.01. **No Diversion.** The Trust Fund shall be for the exclusive purpose of providing benefits to participants under the Plan and their beneficiaries and defraying reasonable expenses of administering the Plan. No part of the corpus or income of the Trust Fund may be used for or diverted to, purposes other than for the exclusive benefit of participants or their beneficiaries or payment of Plan expenses, and no amendment shall be effective if it causes such diversion. Notwithstanding the foregoing:

(a) If a contribution is determined to have been made by an Employer by a mistake of fact, the Trustee shall, upon written direction of such Employer, return such contribution or portion thereof to the Employer within one year after the payment of the contribution to the Trustee. However, earnings attributable to such contribution or portion thereof shall not be returned to the Employer but shall remain in the Trust Fund, and the amount returned to the Employer shall be reduced by any losses attributable to such contribution or portion thereof.

(b) To the extent permitted by the Internal Revenue Code, after termination of the Plan and the satisfaction on all benefit obligations thereunder, any remaining assets of the Trust shall be returned to the Employers.

Section 7.02. **Amendment.** Subject to the provisions of Section 7.01, this Trust Agreement may be amended at any time or from time to time and in any manner by a written agreement of the Trustee and the Plan Sponsor or its appropriate delegated designee, which specifically states that it is an amendment of this Trust Agreement. The provisions of any such amendment may be made applicable to the Trust Fund as constituted at the time of the amendment as well as to the part of the Trust Fund subsequently acquired.

Section 7.03. **Termination of Plan.** If the Plan is terminated, this Trust shall nevertheless continue in effect until the Trust Fund has been distributed in accordance with the provisions of the Plan

IN WITNESS WHEREOF, the Plan Sponsor and the Trustee have caused this Trust Agreement to be executed as of the day and year first above written.

**ARIZONA BOARD OF REGENTS**
("Plan Sponsor")

By: [Signature]
Title: President
Date: 2/2/12

**ARIZONA BOARD OF REGENTS**
("Trustee")

By: [Signature]
Title: President
Date: 1/5/12
ARIZONA UNIVERSITY SYSTEM
415(m) QUALIFIED EXCESS BENEFIT ARRANGEMENT

A portion of the
Arizona University System Supplemental Retirement Plan,
established effective January 1, 2011
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ARIZONA UNIVERSITY SYSTEM
415(m) QUALIFIED EXCESS BENEFIT ARRANGEMENT

The Arizona Board of Regents has adopted this Arizona University System 415(m) Excess Benefit Arrangement as part of the Arizona University System Supplemental Retirement Plan ("401(a) Plan"), effective as of January 1, 2011.

Background

A. The 401(a) Plan is a governmental plan, as defined in Section 414(d) of the Internal Revenue Code ("Code") and the Employee Retirement Income Security Act Section 3(32) ("ERISA").

B. The Excess Benefit Arrangement is intended to be a qualified governmental excess benefit arrangement within the meaning of Code Section 415(m)(3) and an exempt governmental deferred compensation plan described in Code Section 3121(v)(3). Internal Revenue Code Sections 83, 402(b), 409A, 457(a), and 457(f)(1) shall not apply to the Arrangement. The sole purpose of the Arrangement is to provide for contributions that would have been made to the Section 401(a) Plan absent the limitations of Code Section 415(c).

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. The definitions of the 401(a) Plan shall apply to this Arrangement. In addition, when the initial letter of a word or phrase is capitalized herein but not defined in the 401(a) Plan, the meaning of such word or phrase shall be as follows:

(a) "Arrangement" or "Excess Benefit Arrangement" means the plan created and embodied herein, as amended from time to time, known as the "Arizona University System 415(m) Qualified Excess Benefit Arrangement."
(b) "Excess Contribution" means, with respect to a 415(m) Participant, the Employer Contribution that would have been made for the 415(m) Participant to the 401(a) Plan but could not be made because of the application of Code Section 415(c).

(c) "415(m) Account" means, with respect to a 415(m) Participant, the bookkeeping account maintained to reflect his interest under this Arrangement attributable to Excess Contributions. Where the context so permits, "415(m) Account" also means the amount credited to such bookkeeping account.

(d) "415(m) Participant" means an Eligible Employee or former Eligible Employee who has an Account balance under this Arrangement.

(e) "415(m) Trust" means the trust or trusts, if any, established to receive contributions under the Arrangement, each such trust to be a grantor trust that is separate from the 401(a) Plan and the trust thereunder.

(f) "415(m) Trustee" means the entity or persons designated trustee of a 415(m) Trust or any successor trustees(s) of a 415(m) Trust.

(g) "Investment Fund" means an investment fund or funds owned by the Employer and used to determine the investment return with respect to a 415(m) Account.

Section 1.02 Construction and Governing Law.

(a) Subject to Subsection (b), the Rules of Construction and Governing Law provisions of Section 2.01 of the 401(a) Plan shall apply to this Arrangement.

(b) In resolving any conflict among provisions of this Arrangement and in resolving any other uncertainty as to the meaning or intention of any provision of this Arrangement, the interpretation that causes (i) the Arrangement to constitute a qualified governmental excess benefit arrangement under the provisions of Code Section 415(m), (ii) any 415(m) Trust to be exempt from
tax under Code Sections 115 and 415(m), and (iii) the Arrangement to comply with all applicable provisions of the 401(a) Plan and all applicable requirements of the Code and other applicable laws and rules shall prevail over any different interpretation.

ARTICLE II
PARTICIPATION

A Participant in the 401(a) Plan shall automatically participate in this Arrangement for a Plan Year, if the Employer Contributions that would otherwise be made on the Participant's behalf under the 401(a) Plan for such Plan Year are reduced to comply with the limitations of Code Section 415(c). The Administrator shall determine for each Plan Year which Participants in the 401(a) Plan are covered by this Arrangement.

ARTICLE III
CONTRIBUTIONS AND ACCOUNTS

Section 3.01 Excess Contributions.

(a) The Employer shall make an Excess Contribution for each 415(m) Participant determined eligible for the Plan Year pursuant to Article II equal to the Employer Contributions that would have been made for the 415(m) Participant to the 401(a) Plan but that could not be made because of the application of Code Section 415(c). Such contribution shall be made not later than the latest date on which contributions could be made to the 401(a) Plan for such Plan Year.

(b) No election is provided at any time to any 415(m) Participant, directly or indirectly, to defer compensation under this Arrangement, and no employee pre-tax or after-tax contributions may be made to or under this Arrangement at any time.

Section 3.02 415(m) Accounts.

(a) A 415(m) Account shall be maintained by the Administrator or Vendor for each 415(m) Participant pursuant to the terms of this Arrangement. The 415(m) Account shall reflect the
record of the 415(m) Participant's interest under this Arrangement attributable to Excess Contributions made by the Employer and the earnings and losses thereon. The maintenance of individual accounts is for accounting and recordkeeping purposes only, and a segregation of assets to each 415(m) Account is not required.

(b) Excess Contributions with respect to a 415(m) Participant for a Plan Year shall be allocated to the Participant's 415(m) Account as of the earlier of the last day of the Plan Year or such earlier date on which the Excess Contributions are made to the 415(m) Trust or the Investment Fund; provided, however, no earnings shall be credited with respect to such contributions until the date on which they are invested by the 415(m) Trustee or transferred to the Investment Fund.

**Section 3.03 Statement of Account.** The Administrator or Vendor shall provide each 415(m) Participant with a statement of the value of his 415(m) Account as of the end of the Plan Year and as of such other dates as the Board may request in writing.

**Section 3.04 Participant Directed Investments.** Each 415(m) Participant shall have sole authority and responsibility for the investment of his 415(m) Account in the Investment Options available under this Arrangement. Each 415(m) Participant shall elect Investment Options into which his 415(m) Account shall be invested by completing the Applicable Form in accordance with the procedure established by the Vendor or Administrator. None of the Board, Employer, or Administrator shall have responsibility or liability for any investments, investment directions, or investment results of the 415(m) Participant.

**Section 3.05 Value of 415(m) Account.** The value of a 415(m) Participant's 415(m) Account as of any determination date is the value of the balance of the 415(m) Account as determined by the Administrator or Vendor. All transactions and 415(m) Account records shall be based on fair market value.
ARTICLE IV
DISTRIBUTION OF ACCOUNTS

Section 4.01 Default Distribution Provisions. Except as provided in Section 4.02 or 4.03, a 415(m) Participant's Vested 415(m) Account shall be distributed as follows:

(a) Distribution shall begin as of the first day of the first month occurring at least 30 days after the later of (i) the 415(m) Participant's Severance from Employment or (ii) his 65th birthday.

(b) Distribution shall be made in five annual installments, with the first installment made as of the beginning date under Subsection (a) and later installments made on the next following four anniversaries of such date. The amount of each installment shall be equal to the Vested 415(m) Account balance, multiplied by a fraction, the numerator of which is one plus the number of prior installments and the denominator of which is five.

Section 4.02 Election of Optional Distribution Form.

(a) A Participant may elect, as an option to the default provisions of Section 4.01, a distribution form permitted by this Section, provided that such election is made in writing and received by the Administrator not later than 365 days before the Participant's Severance from Employment.

(b) Although a 415(m) Participant may not elect to commence distribution before Severance from Employment, he may elect an age earlier or later than age 65 (but not later than age 70) by which distribution of his Vested 415(m) Account will begin after he has incurred a Severance from Employment.

(c) A Participant may elect for his Vested 415(m) Account to be distributed as a lump sum or in a specified number (from 2 to 5) of annual installments, with the amount of each annual equal to the Vested 415(m) Account balance, multiplied by a fraction, the numerator of which is one
plus the number of prior installments and the denominator of which is the total number of installments elected.

**Section 4.03 Distribution Upon 415(m) Participant's Death.** If a 415(m) Participant dies before his entire Vested 415(m) Account has been distributed, his remaining Vested 415(m) Account shall be distributed to his Beneficiary as a single cash lump sum payment as soon as practicable after the 415(m) Participant's death.

**ARTICLE V VESTING**

A 415(m) Participant's interest in his 415(m) Account shall be one hundred percent (100%) Vested at all times.

**ARTICLE VI FUNDING**

**Section 6.01 Funding.**

(a) This Arrangement shall be, and remain, unfunded, and the rights, if any, of any person to any benefits hereunder shall be those specified herein and in the 415(m) Trust. This Arrangement constitutes an unsecured promise by the Employer to make benefit payments in the future, either from its general assets, including the Investment Funds, or through the 415(m) Trust, if any.

(b) Under no circumstances shall Excess Contributions under this Arrangement be part of or credited to the 401(a) Plan, and benefits under this Arrangement shall be paid solely from the Employer's general assets or the 415(m) Trust.

**Section 6.02 415(m) Trust.** The 415(m) Trust, if any, is established separate from the 401(a) Plan and its underlying trust to hold the Excess Contributions under this Arrangement and the earnings thereon. The 415(m) Trust is maintained solely for the purpose of providing benefits under this Arrangement and defraying the reasonable administrative costs of this Arrangement and the
415(m) Trust. Contributions under this Arrangement shall be held separate and apart from the funds of the 401(a) Plan and shall not be commingled with the assets thereof.

Section 6.03 415(m) Trust Assets. All assets of the 415(m) Trust, including all Excess Contributions under this Arrangement, all property and rights acquired or purchased with such amounts, and all income attributable to such amounts shall be and remain the general, unpledged, unrestricted assets of the 415(m) Trust. The 415(m) Trust funds shall be held separate and apart from other funds of the Employer and shall be used exclusively for the uses and purposes of Participants and general creditors as set forth herein. 415(m) Participants shall have no preferred claim on, or any beneficial interest in, any assets of the 415(m) Trust or the Employer. Any assets held by the 415(m) Trust shall be subject to the claims of the Employers' general creditors under federal and state law in the event of insolvency, to the extent of the Employers' undistributed contributions, if any.

Section 6.04 415(m) Trust Income. It is intended that income accruing to the 415(m) Trust shall constitute income derived from the exercise of an essential governmental function on which the 415(m) Trust shall be exempt from tax under Code Sections 115 and 415(m)(1).

ARTICLE VII
ADMINISTRATION

Section 7.01 Administrator. Except as expressly provided herein, the Employer and the Administrator shall have the same rights, duties, and responsibilities with respect to this Arrangement as they have with respect to the 401(a) Plan.

(a) The Administrator shall have such power and authority (including discretion with respect to the exercise of that power and authority) as may be necessary, advisable, desirable or convenient to enable it:
(1) to establish procedures with respect to administration of this Arrangement not inconsistent with the terms hereof or the Code and to amend or rescind such procedures;

(2) to determine, consistent with the terms hereof, applicable provisions of the 401(a) Plan, and the requirements of applicable law, rules, and regulations all questions of law or fact that may arise as to eligibility for participation, benefits, and/or other rights hereunder;

(3) pursuant to Article IV hereof, to make payments from the 415(m) Trust with respect to 415(m) Participants;

(4) to contract with one or more Vendors to perform designated administrative services under this Arrangement; and

(5) subject to and consistent with the Code, to construe and interpret the terms of this Arrangement and to correct any defect, supply any omission, or reconcile any inconsistency relating to the administration of this Arrangement.

(b) Any action by the Administrator that is not found to be an abuse of discretion shall be final, conclusive, and binding on all individuals affected thereby. The Administrator may take any such action in such manner and to such extent as it, in its sole discretion, may deem expedient.

Section 7.02 Advice. The Administrator may employ one or more persons to provide advice with regard to its responsibilities hereunder. The consultants, independent auditors, attorneys, and actuaries performing services for the 401(a) Plan may also perform services hereunder. Any fees attributable to services performed with respect to this Arrangement shall be payable from 415(m) Participants' Accounts, if not paid by the Administrator or the Employer.
Section 7.03  Payment of Benefits. The Administrator, if in doubt concerning the correctness any benefit payment hereunder, may suspend payment until satisfied as to the correctness of such payment.

ARTICLE VIII
PLAN AMENDMENT OR TERMINATION

Section 8.01  Termination. The Board reserves the right, in its sole and final discretion, to terminate this Arrangement in whole or in part at any time; provided, however, that this Arrangement shall terminate automatically on termination of the 401(a) Plan. Following such termination, all 415(m) Accounts shall be distributed in accordance with the applicable provisions hereof.

Section 8.02  Amendment. The Board reserves the right, in its sole and final discretion, to amend this Arrangement at any time; provided, however, that no such amendment shall reduce any 415(m) Account or the Vested interest therein.

ARTICLE IX
MISCELLANEOUS

Section 9.01  Federal and State Taxes. None of the Board, the Employer, nor the Administrator guarantees that any particular federal or state income, payroll, or other tax consequence will occur because of participation in this Arrangement.

Section 9.02  Release. Any payment to a 415(m) Participant shall, to the extent thereof, be in full satisfaction of the claim of the Participant being paid thereby, and the Administrator or Trustee may condition payment thereof on the delivery by the 415(m) Participant of a duly executed receipt and release in such form as may be determined by the Administrator.

Section 9.03  Severability. If any provision of this Arrangement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Arrangement shall continue to be fully effective.
IN WITNESS WHEREOF, the Board has caused this Excess Benefit Arrangement to be established as part of the 401(a) Plan, effective as of January 1, 2011.

ARIZONA BOARD OF REGENTS

By: Thomas K. Anderes
Name: Thomas K. Anderes
Title: President

ARIZONA STATE UNIVERSITY

By: Michael Crow
Name: Michael Crow
Title: President

NORTHERN ARIZONA UNIVERSITY

By: John Haeger
Name: John Haeger
Title: President

UNIVERSITY OF ARIZONA

By: Eugene B. Sander
Name: Eugene B. Sander
Title: President