

ANNEX E

SUPPLEMENTAL RETIREMENT PLAN FOR ACTIVE EMPLOYEES WITH A DATE OF EMPLOYMENT PRIOR TO JULY 1, 1995 (a)

PREAMBLE

WHEREAS, the Board of Regents of Oklahoma Colleges ("Board of Regents"), an entity organized and existing under the Constitution and laws of the State of Oklahoma, is vested with broad powers under the Oklahoma Constitution and Oklahoma statutes to make rules and regulations governing each of the institutions under its control; and

WHEREAS, the Oklahoma Constitution and Oklahoma statutes provide that the supervision, management and control of the University of Central Oklahoma, East Central University, Northeastern State University, Northwestern Oklahoma State University, Southeastern Oklahoma State University and Southwestern Oklahoma State University shall be under the jurisdiction of the Board of Regents; and

WHEREAS, the Board of Regents is empowered under Oklahoma statutes to establish and maintain retirement plans for employees of the Board of Regents and of the institutions under its jurisdiction and to pay additional or supplemental retirement allowances to any eligible person in the employ of a state university under its jurisdiction who was such an employee for not less than ten years preceding the date of the individual's retirement; and

WHEREAS, the Board of Regents established this supplemental retirement plan designed to be a tax-qualified pension plan within the meaning of Internal Revenue Code Section 401(a), effective July 1, 1995;

WHEREAS, the Plan has been subsequently amended from time to time and further amendments are needed to bring the Plan into compliance with certain law changes; and

WHEREAS, the Plan is being amended, effective as of December 1, 2002, to provide benefits for certain employees with a date of hire for full-time employment with a participating university after June 30, 1987 but before July 1, 1995 along with other related amendments to Plan benefit, eligibility and vesting requirements;

NOW, THEREFORE, the Board of Regents does hereby amend and restate the Plan to read as set forth herein.

May 2002

ARTICLE I

Purpose: Effective Date

- 1.1 Purpose. The purpose of this Plan is to provide supplemental retirement benefits for all Eligible Employees of the Employer, as hereinafter defined, who are eligible hereunder and who receive a retirement benefit from the Oklahoma Teachers' Retirement System.

The benefits provided by this Plan will be paid from an Annuity Contract established hereunder and will be in addition to any benefits Eligible Employees are entitled to receive under the Oklahoma Teachers' Retirement System, the Oklahoma Regional Colleges TIAA/CREF Retirement Plan and Social Security.

This Plan and the separate Annuity Contract forming a part hereof are established and shall be maintained for the exclusive benefit of the Eligible Employees of the Employer and their Beneficiaries. Except as may be hereinafter provided, no part of the Annuity Contract may revert to the Employer, or be used for or diverted to, purposes other than the exclusive benefit of the Eligible Employees of the Employer and their Beneficiaries.

- 1.2 Effective Date. The terms and provisions of this Plan were originally effective as of July 1, 1995; this amendment and restatement shall be effective as of July 1, 2001, except where otherwise specifically indicated herein to the contrary.

ARTICLE II

Definitions

The following terms, whenever used in the capitalized or abbreviated forms, shall have the meanings set forth below, unless modified by an Appendix attached hereto:

- 2.1 "Accrued Benefit" means, with respect to an Eligible Employee, a supplemental monthly annuity due to a Participant commencing as of the first day of the month coincident with his or her Date of Retirement payable beginning the first of the following month as calculated under the greater of (a) or (b) below:
- (a) Method One S.R.A. Calculation (SRA-1). For an Employee who meets the defined Normal Retirement or Early Retirement Plan definition or is vested under Article VIII of the Plan at the defined Date of Retirement, the written formula will be: one-half ($\frac{1}{2}$) of Average Monthly Salary (A.M.S.), less the monthly Teachers' Retirement Maximum Life Option Annuity (T.R.A.), times the Employee's number of Service Years divided by twenty-five (25).

Definitions (Continued)

Notwithstanding any provisions of this Section 2.1 to the contrary, with respect to any currently active Participant no deduction for TIAA will be used to reduce the benefit of any participant, or

- (b) Method Two S.R.A. Calculation (SRA-2). For an Employee who meets the defined Normal Retirement or Early Retirement Plan definition or is vested under Article VIII of the Plan and has at least ten (10) defined Service Years in the Oklahoma Regional University System immediately preceding date of retirement, the written formula will be: two and four-tenths percent (2.4%) times the Employee's Service Years times the Employee's Average Annual Base Salary less the annual Teachers' Retirement Maximum Life Option Annuity (T.R.A.), divided by twelve (12). Notwithstanding any provisions of this Section 2.1 to the contrary, with respect to any currently active Participant no deduction for TIAA will be used to reduce the benefit of any participant.

Notwithstanding any provisions of this Section 2.1 to the contrary, with respect to any Participant whose First Date of Employment is on or after July 1, 1987, the reference in the Method One S.R.A. Calculation to the number of the Employee's Service Years shall be thirty (30), not twenty-five (25), and the reference in the Method Two S.R.A. Calculation to Service Years in the Oklahoma Regional University System shall be fifteen (15), not ten (10).

- 2.2 "Actuarial Equivalent" means, for purposes of computing optional forms of benefits and for purposes of computing any adjustments called for under the terms of this Plan for benefits commencing other than as a single life annuity upon the Normal Retirement of a Participant, the following, unless a provision of this Plan expressly provides for other assumptions or factors:

A benefit having the same value as the benefit which it replaces based upon unisex option factors obtained by utilizing an interest assumption of eight percent per annum and the 1983 GAM male mortality table, set back two years, and the 1983 GAM female mortality table, set back one year, weighting such mortality tables 40 percent male and 60 percent female for purposes of Participant mortality and 60 percent male and 40 percent female for purposes of Beneficiary mortality.

Definitions (Continued)

- 2.3 "Actuary" means the individual actuary or firm of actuaries selected by the Board of Regents or its designee to provide actuarial services in connection with this Plan.
- 2.4 "Academic Year" shall mean the defined academic year of an Employer within the Fiscal Year.
- 2.5 "Annual Base Salary" or "A.B.S." shall mean a regular, full annual Fiscal Year/Academic Year base Salary paid from an Oklahoma Regional University (SRA-2).
- 2.6 "Annuity Contract" shall mean any group annuity contract(s) entered into from time to time by the Board of Regents or its designee to provide benefits under the Plan which satisfies the requirements of Code Section 401(f).
- 2.7 "Attained Age at D.O.R." (Date of Retirement) or "A.A.R." shall mean the attained age at the time of qualified Early Retirement or Normal Retirement.
- 2.8 "Authorized Leave of Absence" means any absence authorized by the Employer under the Employer's personnel practices granted in a uniform and nondiscriminatory manner.
- 2.9 "Average Annual Base Salary" or "A.A.B.S." shall mean the highest paid three (3) regular Fiscal Years/Academic Years Annual Base Salaries (A.B.S.) divided by three (3) (SRA-2).
- 2.10 "Average Monthly Salary" or "A.M.S." means the highest paid three (3) regular ten (10) month academic base Salary amounts paid from an Oklahoma Regional University (regardless of pay frequency chosen by employee) divided by thirty (30), or the highest three (3) regular twelve (12) month Fiscal Year Annual Base Salaries divided by thirty-six (36), whichever is greater (SRA-1).
- 2.11 "Beneficiary" means spouse as designated under this Plan to receive benefits payable under this Plan.
- 2.12 "Board of Regents" means the Board of Regents of the Oklahoma Colleges as set forth in Article XIII-B of the Oklahoma Constitution and 70 Oklahoma Statutes, Section 3510.
- 2.13 "Code" means the Internal Revenue Code of 1986, as amended, and any subsequent Internal Revenue Code. If there is a subsequent Internal Revenue Code, any references herein to Internal Revenue Code sections shall be deemed to refer to comparable sections of any subsequent Internal Revenue Code.

Definitions (Continued)

- 2.14 "Code Section 415 Salary" means a Participant's earned income, wages, salaries and fees for professional services and other amounts received for personal services actually rendered in the course of employment or self-employment with an Employer or an Affiliate (including, but not limited to, salary for services on the basis of a percentage of profits and bonuses and any amounts received by the participant pursuant to an unfunded nonqualified plan to the extent such amounts are includable in gross income of the Participant), but excluding (1) contributions made by an Employer to a plan of deferred salary to the extent that, before application of the Code Section 415 limitations to that plan, such contributions are not includable in the gross income of the Participant for the taxable year in which contributed, (2) Employer contributions made on behalf of a Participant to a simplified employee pension plan described in Code Section 408(k) to the extent such contributions are deductible by the Participant under Code Section 219(a), (3) distributions from a plan of deferred salary regardless of whether such distributions are includable in the gross income of the Participant when distributed, (4) amounts realized from the exercise of a non-qualified stock option, or when restricted stock or property held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture, (5) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option, and (6) other amounts which receive special tax benefits, such as any premiums for group term life insurance, which are not includable in the Participant's gross income. Effective on or after July 1, 1998, any elective deferrals under Code sections 125, 132 (f)(4), 403(b) and 457 shall be included in the determination of Code Section 415 Salary.
- 2.15 "Date of Birth" or "D.O.B." shall mean the date on which a Participant or Beneficiary was born.
- 2.16 "Date of Employment" or "D.O.E." shall mean the first starting date of continuous, Full-Time employment at any Employer, prior to July 1, 1987 as recorded by employment contract, notice of appointment or other business record of any Employer. Notwithstanding any provisions of the previous sentence to the contrary, effective December 1, 2002, the reference in the previous sentence to "July 1, 1987" shall be deleted and "July 1, 1995" shall be substituted therefore.
- 2.17 "Date of Retirement" or "D.O.R." shall mean the first day of the month following the month in which the Employee last actively worked for an Employer and is qualified for official retirement status as defined in the Plan, provided retirement applications are made by the eligible retiring Employee to the Oklahoma Teachers' Retirement System and the Employer.
- 2.18 "Early Retirement" shall have the meaning set forth in Section 6.2.

Definitions (Continued)

- 2.19 "Effective Date" means July 1, 2001, the effective date of the Restated Plan, except where otherwise specifically indicated to the contrary.
- 2.20 "Eligible Employee" means any Employee of an Employer who is eligible for membership in the Plan as described in Article III, but shall not include:
- (a) a leased employee, within the meaning of Code Section 414(n)(2), who is not described within the safe harbor exception of Code Section 414(n)(5).
 - (b) an Employee who is not a resident of the United States and not a citizen of the United States, or
 - (c) any Employee whose First Date of Employment with an Employer is after June 30, 1987. Notwithstanding any provisions of this Section 2.20 to the contrary, effective December 1, 2002, the reference in this Section 2.20(c) to "June 30, 1987" shall be deleted and "June 30, 1995" shall be substituted therefore.
- 2.21 "Employee" means any common law employee of an Employer, and any person granted such status in accordance with an Employer's uniform and nondiscriminatory policies regarding an Authorized Leave of Absence.
- 2.22 "Employer" means each institution comprising the Oklahoma Regional University System and the Board of Regents.
- 2.23 "Employer Contributions" means the contributions by Employers to the Annuity Contract.
- 2.24 "E.R.I.S.A." means the Employee Retirement Income Security Act of 1974, as from time to time amended.
- 2.25 "First Date of Employment" shall mean the earliest date Full-Time employment started with an Employer, as recorded by the employment contract or notice of appointment of the Employer.
- 2.26 "Fiscal Year" shall mean the fiscal year of the Employer from July 1 through June 30.
- 2.27 "Full-Time" shall mean, for the purpose of this Plan, an Employee who is appointed and scheduled to work at least thirty (30) hours a week for his/her appointment period on a non-academic basis and, for an academic appointment, shall mean at least seventy-five percent (75%) of a full-time academic load as defined by the Employer.

Definitions (Continued)

- 2.28 "Joint and Survivor Benefit" means a monthly benefit payable for the life of the Participant and, if the Participant is married on the date the payment of such benefit begins and has elected either Option 2 or Option 3 under Section 9.1 of the Plan, a monthly benefit payable to his or her surviving spouse after the Participant's death for the life of such spouse as described in Section 9.1 of the Plan.
- 2.29 "Normal Retirement" shall have the meaning set forth in Section 6.1.
- 2.30 "Oklahoma Regional Universities" or Oklahoma Regional Colleges" shall mean the following: East Central University, Northeastern State University, Northwestern Oklahoma State University, Southeastern Oklahoma State University, Southwestern Oklahoma State University and the University of Central Oklahoma. Effective as of January 1, 1999, Oklahoma Regional Universities shall also include Rogers State University. Notwithstanding the previous sentence to the contrary, effective as of June 1, 1999, Oklahoma Regional Universities shall not include Rogers State University.
- 2.31 "O.S.S.H.E." means the Oklahoma State System of Higher Education.
- 2.32 "O.S.S.H.E. Service Year" or "Service Year" shall mean each year utilized in the calculation of a Participant's Accrued Benefit, as provided for in Article V.
- 2.33 "O.T.R.S." or "T.R.S." shall mean the Oklahoma Teachers' Retirement System, a tax qualified retirement plan under Code Section 401(a).
- 2.34 "Participant" means each person who is participating in this Plan pursuant to the provision of Article III.
- 2.35 "Plan" means the Supplemental Retirement Plan for the Board of Regents of Oklahoma Colleges, as herein stated, and as hereinafter amended from time to time.
- 2.36 "Plan Administrator" means the person, persons or group appointed to act as Plan Administrator under Article X.
- 2.37 "Plan Year" means the twelve consecutive month period beginning on July 1 and ending June 30.
- 2.38 "Rule of 80" is the time when a Participant's Attained Age at Date of Retirement added to the Participant's number of creditable O.T.R.S. service years is equal to 80 or more.

Definitions (Continued)

- 2.39 "Salary" means the first \$200,000 (or such other amount as may be determined under Code Section 401(a)(17)) of a Participant's base salary received for personal services actually rendered in the course of employment with an Employer. Salary shall not include any additional pay compensation, academic summer contract, intersessions, overtime or fringe benefit contribution by the Employer. Effective for Plan Years commencing after January 1, 1996, Salary for any Plan Year shall be limited to the first \$150,000 of Salary (or such other permitted amount determined in accordance with Code Section 401(a)(17)). For years ending before July 1, 1997, in determining Salary for purposes of this limitation, in the case of a Highly Compensated Employee as defined in Code Section 414(q), who is in the group of 10 employees paid the greatest Salary during the Plan Year, the Salary of a Spouse or any lineal descendant under age 19 before the end of the Plan Year shall be treated as if paid to such Employee. The amount determined under the foregoing (prior to any limitations imposed by code Section 401(a)(17)) shall be increased by salary reduction amounts made on behalf of the Employee which are excludable from gross income pursuant to Code Sections 125, 402(g), 403 or 457.
- 2.40 "Service Year" or "O.S.S.H.E. Service Year" shall mean each year utilized in the calculation of a Participant's Accrued Benefit, as defined in Article V. (See also 2.32.)
- 2.41 "Social Security Retirement Age" means, with respect to each Participant, the social security retirement age of such Participant as determined under Code Section 415(b)(8) and the regulations thereunder and as amended.
- 2.42 "Spouse" means the person to whom a Participant is married and/or any former spouse to the extent provided in a domestic relations order accepted by the Employer.
- 2.43 "Supplemental Retirement Annuity or S.R.A." shall mean the defined calculated supplemental retirement annuity payable under the Plan to a qualified retiree at D.O.R. for twelve (12) months per year. The calculated S.R.A. shall be payable for the month immediately following the month an employee qualifies and makes application for retirement as provided in the Plan and retires from active Full-Time service with the Employer. The final monthly payment shall be prorated for the number of days in the month until day of death unless a spousal survivor option is elected at D.O.R.
- 2.44 "Teachers' Retirement Maximum Life Option Annuity" or "T.R.A." shall mean the maximum entitlement of a retiring Employee from O.T.R.S. at qualifying D.O.R. for the years of creditable T.R.S. service. For the purpose of calculating the S.R.A., all

Definitions (Continued)

T.R.S. years for which an Employee was employed under O.T.R.S. covered employment and O.S.S.H.E. employment and eligible to participate in O.T.R.S. (either mandatory or optional participation) including credited O.T.R.S. covered employment outside of an Employer as defined in the Plan, will be used for calculating the T.R.A. off-set even if an employee chose not to make eligible re-deposits or chose not to make back payments when eligible for O.T.R.S. service years. Furthermore, official leaves counted as Service Years shall also be used in calculating the T.R.A. off-set used in the calculation of the S.R.A. Maximum entitlement shall mean the maximum single-life annuity a retiring Employee could receive assuming maximum available O.T.R.S. salary base contributions were elected by the Employee.

- 2.45 "TIAA/CREF Retirement Plan" means the code section 403(b) plan sponsored by the Oklahoma Regional Universities with Teachers Insurance Annuity Association and College Retirement Equity Fund.

ARTICLE III

Participation

- 3.1 Age and Service Eligibility. Except as otherwise provided in Section 3.2 and 3.3, on or after the Effective Date each Full-Time Employee has immediate eligibility without any age requirement and without any minimum service time requirement.
- 3.2 General Eligibility. An Employee whose Full-Time Date of Employment (D.O.E.) was prior to July 1, 1987 and who was a member of O.T.R.S. prior to July 1, 1987, shall be eligible for the Plan. Each Full-Time Eligible Employee of an Employer, who has assigned duties and responsibilities, who is treated by all standard conventions as an Employee of the Employer, and who receives Salary commensurate with the responsibilities of the position shall be eligible for the Plan, unless otherwise provided in this Article. Temporary, seasonal, supplemental and other employees employed on a limited or short term basis are not Eligible Employees for Plan purposes. Notwithstanding any provisions of this Section 3.2 to the contrary, effective December 1, 2002, the references to "July 1, 1987" in the first sentence of this Section 3.2 shall be deleted and "July 1, 1995" shall be substituted.
- 3.3 Ineligible Employment Date. In no event shall any Employee of an Employer who is first employed by an Employer after June 30, 1987, be eligible to participate in the Plan. Notwithstanding any provisions of this Section 3.3 to the contrary, effective December 1, 2002, the reference in this section 3.3 to "June 30, 1987" shall be deleted and "June 30, 1995" shall be substituted therefore.

Participation (Continued)

- 3.4 Construction. Although criteria for membership in the Plan are set forth in this Plan, the Plan is designed to supplement benefits provided under O.T.R.S. Accordingly, it is the intent of the Plan to generally parallel membership provisions in the O.T.R.S., subject to any further limitations on membership set forth in the Plan.

ARTICLE IV

Contributions

- 4.1 Participant Contributions. No contributions to the Plan shall be required or permitted by any Participant.
- 4.2 Employer Contributions. The Employer shall make contributions to the Annuity Contract in such amounts and at such times as it shall deem advisable to provide the benefits set forth herein, to keep the Plan actuarially sound and in accordance with the provisions of any law applicable to the Plan. Subject to the provisions of Section 4.3 hereof, all contributions made by the Employer to the Annuity Contract shall be irrevocable and shall be used solely for the exclusive benefit of Participants and their Beneficiaries and to defray reasonable expenses of the Plan or Fund. Forfeitures arising because of death, failure to become vested or any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to Participants.
- 4.3 Return of Contributions. The insurance company shall return to the contributing Employer a contribution made by the Employer due to mistake of fact if the insurance company determines that such mistake existed at the time of the contribution and if the contribution is returned within twelve (12) months of the date it was made.

ARTICLE V

Service Years

- 5.1 General Rule. Each O.S.S.H.E. Service Year consisting of at least six (6) full calendar months in a Fiscal Year of full-time employment earned by a Participant shall count as a year of credited service for benefit accrual purposes and shall be used in the calculation of the Participant's Accrued Benefit as provided herein. A Service Year shall include years of service credited to the Participant under O.T.R.S. while employed in O.S.S.H.E. for years prior to the participant's first Date of Employment. Fractions of service from different Fiscal Years cannot be aggregated to equal a full Service Year.

Service Years (Continued)

- 5.2 Maximum Service Years. The maximum allowable Service Years utilized in the calculation of a participant's Accrued Benefit shall be twenty-five (25). Effective December 1, 2002, notwithstanding any provisions of this Section 5.2 to the contrary, solely for purposes of the Method Two S.R.A. Calculation, the maximum allowable Services years to be utilized in the Accrued Benefit calculation shall be thirty (30). Notwithstanding any provisions of this Section 5.2 to the contrary, with respect to any Participant whose First Date of Employment is on or after July 1, 1987, the reference to "twenty-five(25)" in this Section 5.2 shall be deleted and "thirty (30)" shall be substituted therefore.
- 5.3 Sick Leave. Accumulated sick leave shall not count as an additional Service Year. Notwithstanding the previous sentence to the contrary, effective December 1, 2002, if, upon retirement, a Participant is eligible under O.T.R.S. to receive one year of retirement credit for accumulated sick leave, that year will count as a Service Year under the Plan.
- 5.4 Military Service. Military service shall be counted for Service years purposes if the employee has ten Full-Time years in the Oklahoma Regional Universities, and if the Participant is eligible for the S.R.A. calculation under Method Two. Military years shall not count as Service Years under the Method One calculation. Notwithstanding the preceding provisions of this Section 5.4 or any other provision of the Plan to the contrary, if a former employee is reemployed on or after December 12, 1994, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with Section 414(u) of the Internal Revenue Code. As used herein, the term "Qualified Military Service" shall mean any service in the uniformed services, as defined in Chapter 43 of Title 38, United States Code, by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service, as provided for under Section 414(u)(5) of the Code.
- 5.5 Out-of-State Service. No employment service rendered with a non-Oklahoma agency or non-Oklahoma institution of higher education or common education shall be counted as a Service Year other than as allowed in Section 5.4.
- 5.6 Leave of Absence. Officially-approved leaves of absence not to exceed two years shall be counted as a Service Year under all calculations if the approved leave was from an Oklahoma Regional University and if the leave was for the enhancement and credit of the university as determined in writing by the President at the time of the leave, and if the Employee returned to active employment in the Oklahoma Regional Universities for at least three years, and if the Employee has at least ten Service Years with the Oklahoma Regional Universities.

ARTICLE VI

Retirement Benefits

- 6.1 Normal Retirement shall mean: (a) an Employee's attained age of sixty-two (62) at Date of Retirement with at least ten (10) contributing membership years in O.T.R.S. and at least ten (10) of the membership years in O.T.R.S. as Service Years in the Oklahoma State System of Higher Education immediately preceding Date of Retirement, or (b) when the Participant has satisfied criteria necessary to retire under the Rule of 80 with at least ten (10) Service Years in the O.S.S.H.E. immediately preceding Date of Retirement, and for Method Two calculation, ten (10) Service Years in the Oklahoma Regional University System immediately preceding Date of Retirement. The amount of such supplemental benefit shall be determined under Section 2.1. The form of such benefit shall be determined under Article IX. Notwithstanding any provisions of this Section 6.1 to the contrary, with respect to any Participant whose First Date of Employment is on or after July 1, 1987, the references to "ten (10)" in this Section 6.1 shall be deleted and "fifteen (15)" shall be substituted therefore.
- 6.2 Early Retirement shall mean (a) the age of fifty-five (55) at an Employee's Date of Retirement with at least ten (10) contributing O.T.R.S. membership years but does not satisfy the Rule of 80 and at least ten (10) of the membership years in O.T.R.S. as Service Years in the Oklahoma State System of Higher Education or (b) thirty (30) years of O.T.R.S. creditable service regardless of age, but does not satisfy the Rule of 80 and at least ten (10) Service Years in the Oklahoma State System of Higher Education immediately preceding Date of Retirement with at least ten (10) Service Years in the O.S.S.H.E. immediately preceding Date of Retirement. For Method Two Calculation at least ten (10) years of the O.S.S.H.E. Service Years must be in the Oklahoma Regional University System immediately preceding Date of Retirement. The amount of such supplemental Early Retirement benefit shall be determined under Section 2.1, and shall be reduced for early commencement in the following manner: If the Participant satisfied the Rule of 80, there shall be no reduction; if the Participant has not reached age 55, the benefit shall be the Actuarial Equivalent of the benefit payable at N.R.A.; if the participant has attained age 55, the benefit shall be reduced by multiplying the benefit calculated under Section 2.1 by the appropriate factor in Appendix A. The form of such Early Retirement benefit shall be determined under Article IX. Notwithstanding any provisions of this Section 6.2 to the contrary, with respect to any Participant whose First Date of Employment is on or after July 1, 1987, the references to "ten (10)" in this Section 6.2 shall be deleted and "fifteen (15)" shall be substituted therefore.
- 6.3 Vested Benefit Retirement Election shall mean that a Participant who has vested pursuant to Section 8.1 may elect to retire under the provisions of Section 6.1 or 6.2 excluding the provision of Service Years immediately preceding Date of Retirement.

Retirement Benefits (Continued)

- 6.4 **Distribution Requirements.** Distributions to a Beneficiary in the event of the death of a Participant shall be made in accordance with the following:
- (a) In the event distribution of a Participant's benefit has commenced before the Participant's death, the remaining interest thereof, if any, shall be distributed at least as rapidly as under the method of distribution being used as of the Participant's date of death; and
 - (b) In the event distribution of a Participant's benefit has not commenced before the Participant's death, distribution of any distributable portion thereof shall be made in accordance with the following:
 - (1) Any portion of such Participant's interest which is not payable to a Beneficiary designated by such Participant shall be distributed with five (5) years of such Participant's date of death; and
 - (2) An portion of such Participant's interest which is payable to a Beneficiary designated by such Participant shall be distributed over the life of such Beneficiary or a period not exceeding the life expectancy of such Beneficiary, commencing not later than (I) if such Beneficiary is other than such Participant's surviving Spouse, one (1) year after the Participant's date of death, or (ii) if such Beneficiary is such Participant's surviving Spouse, (A) the date on which such Participant would have attained age seventy and one-half (70-½) if such Participant dies before attaining such age, or (B) one (1) year after such Participant's date of death, if such Participant dies after attaining age seventy and one-half (70-½).
- 6.5 **Required Information.** Any Participant and any Beneficiary eligible to receive benefits under the Plan shall furnish to the Plan Administrator any information or proof requested by the Plan Administrator and reasonably necessary for proper administration of the Plan. Failure by such Participant or such Beneficiary to comply with any such request within a reasonable period of time and in good faith shall be sufficient grounds for delay in payment of benefits under the Plan until sixty (60) days after such information or proof is received by the Plan Administrator.

ARTICLE VII

Amount of Benefit

- 7.1 Normal Retirement Benefit. A Participant who meets the requirements in Section 6.1 for a Normal Retirement benefit and who retires on or after his or her date of Normal Retirement shall receive an S.R.A. equal to his or her Accrued Benefit. A Participant who meets the requirements for a Normal Retirement shall receive his or her Accrued Benefit computed considering his or her Service Years (subject to the maximum described in Section 5.2) and Salary to his or her last date of employment with an Employer.
- 7.2 Early Retirement Benefit. If payment of an Early Retirement benefit commences before a Participant's date of Normal Retirement, his or her retirement benefit shall be reduced in the manner described in Section 6.2.
- 7.3 Maximum Benefits. The Plan shall comply with Code Section 415 and related Treasury Regulations.
- 7.4 Required Beginning Date. Distributions from the Plan shall be made in accordance with Code Section 401(a)(9)(c), as in effect with respect to governmental plans. Distributions under the Plan shall commence by the later of: (1) April 1 of the calendar year following the calendar year in which the Employee attains age 70 ½, or (2) April 1 of the calendar year following the calendar year in which the Employee retires. With respect to distributions under the Plan made for Plan Years beginning on or after June 30, 2002, the Plan will apply the minimum distribution requirements of Section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under Section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service.

ARTICLE VIII

Vesting

- 8.1 Vesting. A participant who is at least fifty-two(52) years of age and who has ten (10) continuous Service Years in the Oklahoma Regional University System, or who has twenty-five (25) Service Years in the Oklahoma Regional University System, and has been a member of O.T.R.S. will be fully vested in his or her Accrued Benefit. Notwithstanding any provisions of this Section 8.1 to the contrary, with respect to any Participant whose First Date of Employment is on or after July 1, 1987, the references to "ten (10)" in this Section 8.1 shall be deleted and "fifteen (15)" shall be

Vesting (Continued)

substituted therefore, and the references to "twenty-five (25) in this Section 8.1 shall be deleted and "thirty (30)" shall be substituted therefore.

- 8.2 Rule of 80 Vesting. A Participant who has satisfied the age and Service Years requirements for the Rule of 80 shall be fully vested in his or her Accrued Benefit, if the participant has at least ten (10) Service Years in the Oklahoma Regional University System. Notwithstanding any provisions of this Section 8.2 to the contrary, with respect to any Participant whose First Date of Employment is on or after July 1, 1987, the references to "ten (10)" in this section 8.2 shall be deleted and "fifteen (15)" shall be substituted therefore.

ARTICLE IX

Payment Options

- 9.1 Options. By filing a timely written election on the prescribed administrative form with the Committee, a Participant may elect to receive a benefit that is payable in accordance with one of the following options.
- (a) Option 1. The retired Participant shall receive a straight life annuity for the life of the Participant. After the Participant's death, no amount shall be payable under the Plan to the Participant's surviving Spouse or to any other person.
 - (b) Option 2. The retired Participant shall receive a 100% Joint and Survivor Benefit which is the Option 2 Actuarial Equivalent of the Option 1 amount under which the Participant shall receive monthly payments payable for life, and payments in the same amount shall, after the retired Participant's death, be continued to the Participant's Spouse during the Spouse's lifetime. In the event the Spouse predeceases the Participant, the amount of benefit payable under this Option shall be increased to the amount which would have been paid under Option 1 effective the first of the month following the month of such Spouse's death.
 - (c) Option 3. The retired Participant shall receive a 50% Joint and Survivor benefit which is the Option 3 Actuarial Equivalent of the Option 1 benefit under which the Participant shall receive monthly payments payable for life, and payments equal to 50% of the monthly payment to the Participant shall, after the Participant's death, be continued to the Participant's Spouse during the Spouse's lifetime. In the event the Spouse predeceases the Participant, the amount of benefit payable under this Option shall be increased to the amount which would have been paid under Option 1 effective the first of the month following the month of such Spouse's death.

Payment Options (Continued)

- (d) When selecting Option 1 each married Participant and the Participant's Spouse shall complete a prescribed spousal consent form. The form must be properly completed and returned to the Plan Administrator with the retirement application. The Participant's Spouse must complete an acknowledgment that the retirement options available to the Participant have been explained to the Spouse and that the Spouse concurs with the retirement option selected by the retiring Participant. Unmarried Participants at the time of retirement must complete a prescribed form certifying that he/she is unmarried. If the whereabouts of a Participant's Spouse are unknown and such Spouse cannot be located, the Participant must complete a prescribed form certifying same at Date of Retirement.

9.2 Death Benefit. In the event a vested Participant dies prior to the commencement of his or her benefits under this Plan, a survivor benefit shall be payable for life to the surviving Spouse of such Participant. Unless otherwise provided in this Plan, the amount of such benefit shall be equal to the amount the deceased member would have been entitled at the time of death under Option 2 of this Plan if the vested Participant had attained the Rule of 80. If the vested Participant had not attained the Rule of 80 at the time of death, the surviving Spouse of such Participant shall receive the Actuarial Equivalent of such monthly benefit that the deceased Participant would have been entitled at the time of death under Option 2 of this Plan based on the age of the Participant at the time of death or the assumed age of 55 whichever is greater. But in no event shall the benefits payable to the surviving Spouse commence until such surviving Spouse has attained the age of 55.

9.3 Other Benefits Canceled by Option. Any benefit that would otherwise have become payable under the Plan shall be canceled and superseded by an option elected under this Article IX as of the date such option or other form of payment becomes operative.

ARTICLE X

Administration of Plan

10.1 Allocation of Responsibilities.

- (a) Board of Regents. The Board of Regents shall have exclusive authority and responsibility for:
 - (1) The termination of the Plan
 - (2) The adoption of any amendment or Appendix to the Plan

Administration of Plan (Continued)

- (3) The approval of the adoption of the Plan by an Employer and the withdrawal of an Employer that previously had adopted the Plan.
 - (4) Selection of an insurance company to hold Plan assets under an Annuity Contract
 - (5) Investment of Plan assets
 - (6) The delegation to any other person of any authority and responsibility reserved herein to the Board of Regents, and
 - (7) The approval of any merger or spin-off of any part of this Plan.
- (b) Plan Administrator. The Plan Administrator shall be the Board of Regents or its designee.
- (c) Discretion of Plan Administrator. Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

10.2 Delegation of Responsibilities.

- (a) Delegation and Allocation. The Board of Regents shall have the authority to delegate and allocate, from time to time by a written instrument, all or any part of its responsibilities under this Plan to such person or persons as each may deem advisable, and in the same manner to revoke any such delegation or allocation of responsibility. Any action of such person in the exercise of such delegated or allocated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Board of Regents. An Employer and the Board of Regents shall not be liable for any acts or omissions of any such person, who shall periodically report to the Board of Regents, as applicable, concerning the discharge of the delegated or allocated responsibilities.
- (b) Bonding. The members of the Board of Regents and the Plan Administrator shall serve without bond (except as expressly may be required by federal law applicable to governmental plans) and without salary for their services as such.

10.3 Actuarial Examinations. At least once every two years, the Board of Regents shall cause the liabilities of the Plan to be evaluated by an Actuary who shall report to the Board of Regents with regard to: (1) the soundness and solvency of the Plan in relation to its liabilities; and (2) the amount of the annual payment by the Employer which would be sufficient to provide for Plan liabilities.

Administration of Plan (Continued)

- 10.4 **Annuity Contract.** The Board of Regents shall be empowered to cause assets of the Plan to be invested from time to time under the provisions of one or more contracts with an insurance company or companies, provided each such Annuity Contract is eligible to be treated as a qualified trust within the meaning of Code Section 401(f). In determining whether any such contract is so qualified under Code Section 401(f), the Board of Regents or its designee shall procure a written representation from an appropriate officer of the entity involved in the transaction regarding whether the entity qualifies for Code Section 401(f) treatment, and may employ any other measures it deems appropriate to verify the applicability of Code Section 401(f).

In the event an Annuity contract which qualifies for code Section 401(f) treatment has been entered into, all Plan assets held under such contract shall be paid to, and held separately by, the insurance company in accordance with the terms and provisions of such Annuity Contract.

The insurance company shall have exclusive management and control of the investments and/or reinvestment of the Plan assets held by them. All assets held under the Annuity Contract shall be retained for the exclusive benefit of Participants, and shall be used to pay benefits to Participants or their Beneficiaries or to pay expenses of administration of the Plan to the extent not paid by the Employers.

ARTICLE XI

Governmental Plan

- 11.1 **General.** This Plan is intended to be a "governmental plan", as such term is defined in Code Section 414(d), and shall be subject only to those Code Sections generally applicable to "governmental plans."
- 11.2 **Not Subject to E.R.I.S.A.** The Plan is not subject to the provisions of E.R.I.S.A., 29 U.S.C.A., Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting such act.

ARTICLE XII

Amendments or Termination

- 12.1 **Right to Amend.** As provided in Article X, the Board of Regents reserves the right to make, from time to time, any amendment to the Plan which does not permit any prohibited reversion of any part of the Plan Assets to the Employer, and which does not cause any part of the Plan Assets to be sued for, or diverted to, any purpose other than the exclusive benefit of Participants and Beneficiaries.

Amendments or Termination (Continued)

- 12.2 Nature of Amendment. No amendment to the Plan shall be effective unless the Plan as amended shall be for the exclusive benefit of the Participants. In no event shall any amendment deprive any Participant, without his or her consent, of his or her right to the benefits which had accrued to his or her credit up to the time of such amendment, except as may be permitted by law. With respect to any amendment made to the Plan effective December 1, 2002, it is the intent of the Board of Regents each amendment shall be construed so as not to deprive the Participant of any right or benefit they had accrued or earned up to the time of the amendment and that any amendment to the Plan affecting an Employee whose First Date of Employment is after June 30, 1987, shall not be effective for any Employee whose employment terminated with the Employer prior to December 1, 2002.
- 12.3 Right to Terminate. The Board of Regents may at any time terminate the Plan with respect to all or any part of the Participants employed by all or any one of the Employers, and may direct and require the Plan assets held under any Annuity Contract allocable to such Participants or their Beneficiaries to be distributed in accordance with Code requirements. If the Plan is terminated with respect to less than all Employers maintaining this Plan, the Plan shall continue in effect for Participants of the remaining Employers. In the event that an Employer shall cease to exist, the Plan shall be terminated with respect to the Participants of such Employer, unless a successor organization adopts and continues the Plan. Upon complete or partial termination of the Plan, the rights of affected Participants employed on the date of the occurrence of such event to the benefits accrued under this Plan shall be nonforfeitable to the extent funded on the date of termination.

ARTICLE XIII

Adoption and Withdrawal

- 13.1 Procedure for Adoption. Any Oklahoma Regional University hereafter formed, and which is otherwise legally eligible, may, with the consent of the Board of Regents, adopt this Plan, for all or any classification of persons in its employment, and thereby, from and after the specified effective date shall become an Employer under the Plan. The adoption document may contain such specific changes and variations in the terms and provisions of the Plan applicable to such adopting Employer and its Employees, as may be acceptable to the Board of Regents and attached hereto as an Appendix. However, the sole, exclusive right of any other amendment of whatever kind or extent, to the Plan are reserved to the Board of Regents in accordance with Article X. The appendix so added shall become, as to such adopting organization and its Employees, a part of the Plan as then amended or thereafter amended. It shall not be necessary for the adopting organization to sign or execute the original or the amended Plan. The effective date of the Plan for any such adopting organization shall be stated in the Plan or in the Appendix, and

Adoption and Withdrawal (Continued)

from and after such effective date such adopting organization shall assume all the rights, obligations and liabilities of an individual Employer entity hereunder. The administrative powers and control, as provided in the Plan, shall not be diminished by reason of the participation of any such adopting organization in this Plan and Trust.

- 13.2 Withdrawal An Employer, after approval by the Board of Regents, may withdraw from the Plan at any time, without affecting other Employers not withdrawing. The Board of Regents may, in its absolute discretion, terminate an adopting Employer's participation at any time when in its judgment such adopting Employer fails or refuses to discharge its obligations under this Plan.
- 13.3 Adoption Contingent upon Initial and Continued Qualification. The adoption and amendment of the Plan is hereby made contingent and subject to the condition precedent that the Plan, following such adoption or amendment, meets all the statutory requirements applicable to government plans for qualified plans and related trusts, including, but not limited to, Sections 401(a) and 501(a) of the Code.

ARTICLE XIV

Miscellaneous

- 14.1 Nonguarantee of Employment. Nothing contained in the Plan shall be construed as a contract of employment between an Employer and any Employee, or as a right of any Employee to be continued in the employment of an Employer, or as a limitation of the right of an Employer to discharge any of its Employees, with or without cause.
- 14.2 Rights of Plan Assets. No Participant shall have any right to, or interest in, any assets of the Plan upon his or her Termination of Employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable to such Participant out of the assets of the Plan. Neither the employers, any insurance company with whom the Board of Regents or an Employer shall have entered into an Annuity Contract, nor any member of the Board of Regents shall be liable to any Participant or Beneficiary for benefits from the Plan, except for those payable from the Plan's assets in accordance with the terms of the Plan.
- 14.3 Eligible Rollover Distributions.
- (a) A Participant may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

Miscellaneous (Continued)

(b) Definitions:

- (i) 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: 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; any distribution to the extent such distribution is required under Section 401(a) (9) of the Code; and the portion of any distribution that is not includable in gross income.
- (ii) Eligible Retirement Plan. An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
- (iii) 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.
- (iv) Direct Rollover: A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

14.4 Misstatement. Upon discovering a Participant, Employee or Alternate Payee has provided any incorrect information to the Plan or has omitted to provide needed information to the Plan, his or her Plan benefit shall be adjusted on the basis of the correct facts as the Committee shall direct. The amount of any previous underpayments or overpayments to such Participant shall be adjusted by the Participant's succeeding payments.

14.5 Missing Persons. If any benefit from the Plan is unable to be paid because the identity or whereabouts of a Participant, contingent annuitant or Beneficiary cannot be ascertained after reasonable due diligence efforts have been made to

Miscellaneous (Continued)

locate such person, all further benefits with respect to such person shall be treated as a forfeiture pursuant to the Plan. Such forfeiture shall be deemed to occur upon the expiration of a one year period from the date as of which the benefit was originally distributable (or was required to commence) under the terms of the Plan. Such forfeited benefits shall remain in the Plan. If, after the distributable amount is deemed forfeited, such missing person should subsequently be located, such person's benefit shall be restored and made available for distribution within a reasonable time.

- 14.6 Payment to Minors and Incompetents. If a person who is entitled to any payment under the Plan is a minor or is incompetent, the Plan Administrator shall direct such payments to be paid to the legal representative of the estate of the minor or incompetent person.

- 14.7 Alienation or Assignment. Except as permitted under applicable statute or regulation, a Participant, Beneficiary, or annuitant may not assign, alienate, transfer or sell any right or claim to a benefit or distribution from the Plan, and any attempt to assign, alienate, transfer or sell such a right or claim shall be void, except as permitted by statute or regulation. Any such right or claim under the Plan shall not be subject to attachment, execution, garnishment, sequestration, or other legal or equitable process. This prohibition against alienation or assignment also applies to the creation, assignment, or recognition of a right to a benefit payable with respect to a Participant pursuant to a domestic relations order, (See sample, page E-26) unless such order is determined by the Plan Administrator or their designee to be a "qualified domestic relations order", as such term is defined in Section 414(p) of the Code. The Plan Administrator shall establish written procedures to be used to determine the qualified status of such orders and to administer distributions under such orders. Furthermore, to the extent provided under a qualified domestic relations order, a former spouse of a Participant shall be treated as an existing spouse for all purposes under the Plan.

ARTICLE XV

Claims Procedure

- 15.1 Initial Claim for Benefits. Each Participant or Beneficiary may submit his or her claim for benefits to the Plan Administrator (or to such other person as may be designated by the Committee) in writing in such form as is permitted by the Plan Administrator. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his or her filing a claim for benefits and exhausting his or her rights to review under Sections 15.1 and 15.2.

Claims Procedure (Continued)

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within ninety (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed). A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent Plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

15.2 Review of Claim Denial. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Plan Administrator (or such person designated from time to time by the Committee) review the denial, provided that the claimant files a written request for review with the Plan Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his or her duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Plan Administrator. Within sixty (60) days after a request for review is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed). The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to Plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons for all purposes. If a claimant shall fail to file a request for review in accordance with the procedures herein outlines, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

Claims Procedure (Continued)

ARTICLE XVI

Special Provisions for Rogers State University

- 16.1 Background. Title 70 of the Oklahoma Statutes Annotated, Section 4669, was amended in 1998 to provide for, effective January 1, 1999, an institution of higher learning to be known as Rogers State University, to be governed by the Board of Regents.
- 16.2 Effect. Notwithstanding any other provision of the Plan to the contrary, the term Eligible Employee shall not include any Employee of Rogers State University except as specifically provided in this Section 16.2. Any Employee who was an Eligible Employee participating in the Plan prior to January 1, 1999, on account of eligible pre-July 1, 1987 service, and who subsequently becomes employed by Rogers State University for any period on or after January 1, 1999, shall receive credit under the Plan while employed by Rogers State University for Annual Base Salary (Section 2.5), vesting (Article VIII), and Service Years (Article V) utilized in the calculation of benefits under the Plan, to the same extent as though they had not left the employ of their Employer immediately prior to such employment with Rogers State University.
- 16.3 Notwithstanding Section 16.2 of the Plan to the contrary, no employee of Rogers State University shall receive, for any service while employed by Rogers State University after May 31, 1999, credit under the Plan for Annual Base Salary (Section 2.5), vesting (Article VIII), or Service Years (Article V) utilized in the calculation of Plan benefits or for any other purpose under the Plan.

SAMPLE

QUALIFIED DOMESTIC RELATIONS ORDER BOARD OF REGENTS OF OKLAHOMA COLLEGES SUPPLEMENTAL RETIREMENT PLAN (IRC 401(a) PLAN)
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This Domestic Relations Order ("Order") is intended to apply to the Supplemental Retirement Plan for the Board of Regents of Oklahoma Colleges (IRC 401(a) Plan), hereinafter sometimes referred to as the "Plan", and is intended to meet the requirements of Section 414(p) of the Internal Revenue Code of 1986, as amended as it pertains to "qualified domestic relations orders." The Plan is a governmental defined benefit pension plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended and is not subject to ERISA.

NOTE: This Model Order generally cannot be used if the Participant is already receiving a benefit from the Plan at the time the QDRO is to be signed by the court. Please contact the Plan Administrator if that type of award is involved.

Accordingly, the following is hereby ORDERED and specified:

I. GENERAL INFORMATION

Personal information of the Plan Participant and the Alternate Payee is shown below.

PARTICIPANT

ALTERNATE PAYEE

Name:

Name:

Mailing Address:

Mailing Address:

Date of Birth:

Date of Birth:

Social Security Number:

Social Security Number:

January 2004

II. RESTRICTIONS AND INCORPORATION

- A. This Order is not intended to require the Plan to provide any type or form of benefit or any option not otherwise provided by the Plan, nor shall this order require the Plan to provide for increased benefits (determined on the basis of actuarial value). This Order shall not require the Plan to provide benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order. Should any provision of this Order conflict with the requirements of Section 414(p) of the Internal Revenue Code of 1986, the Plan Administrator shall, to the extent possible, construe this Order to be consistent with such requirements. The parties agree that their mutual intent is to provide the Alternate Payee with a benefit under the Plan that fairly represents the Alternate Payee's marital share of the Participant's Plan benefit. If this Order is determined not to be a Qualified Domestic Relations Order within the meaning of Code Section 414(p), the parties hereby agree to submit to, and request a court of competent jurisdiction to, modify the Order to make it a Qualified Domestic Relations Order in such a manner that will reflect the parties' intent as herein expressed.
- B. This Order is incorporated into, is an integral part of, and supersedes any conflicting provisions of the decree of divorce signed and entered by the Court in this matter.

III. DESCRIPTION OF AWARD

This Order awards, assigns and grants to the Alternate Payee a portion of the benefits payable to the Participant under the Plan sponsored by the Board of Regents of Oklahoma Colleges, in recognition of the existence of the Alternate Payee's marital rights in the Participant's benefits. **Either (i) the Percentage of Award or (ii) the manner in which the percentage is to be determined as of the Date of Award is described below.**

As part of a just and right division of the estate of the parties, the Court awards, assigns, and grants to Alternate Payee the following Award:

Percentage of Award:

_____ % of Participant's Plan benefit which is accrued as of the Date of Award.

OR

Specifically describe manner in which percentage of Award is to be determined as of the Date of Award:

January 2004

Date of Award (Valuation date):

_____, _____. (month/day/year)

Note: In establishing the proper Percentage of Award, the Order may assign a percentage (e.g., 50%) of a portion of the Participant's accrued Plan benefit based on the period of marriage. For example, the Order could provide that the Alternate Payee is entitled to 50% of the Participant's accrued Plan benefit attributable to the marriage. That benefit would be determined by multiplying the Participant's accrued benefit as of the Date of Award by a fraction (not to exceed 1.0), the numerator of which is the period of the marriage and the denominator of which is the period of the Participant's employment with the Plan sponsor. For example, if the Participant worked for the Plan sponsor for 15 years and was married to the Alternate Payee for three of those years, 20 percent (3 divided by 15) of the Participant's accrued Plan benefit would be attributable to the marriage. If 50 percent of the benefit attributable to the marriage was to be assigned to the Alternate Payee, then 10 percent (50% of 20%) of the Participant's accrued Plan benefit as of the Date of Award would be awarded to the Alternate Payee. The Award may not be expressed as a dollar amount.

Provided that the following provisions shall apply to the Award:

A. DIVISION OF BENEFIT

1. Type of QDRO. Check only one of either "a" or "b" below.

a. *Separate Interest QDRO.* A Separate Interest QDRO assigns a separate, personal interest in the Participant's Plan benefit to the Alternate Payee with the amount payable to the Alternate Payee calculated as the actuarial equivalent of the portion of the Participant's accrued benefit that is awarded to the Alternate Payee. For most purposes under the Plan, the Alternate Payee is then treated as a Plan Participant with respect to his or her interest in the Plan. In determining the amount of the periodic benefit payable to Alternate Payee, Alternate Payee's share of Participant's accrued benefit shall be adjusted to its actuarial equivalent using the actuarial assumptions specified in the Plan for determining a Participant's benefit payable before normal retirement age where there is no early retirement subsidy. However, if Alternate Payee's annuity starting date is on or after the Participant's effective date of retirement and the Participant retired under the Early Retirement provisions of the Plan, the factors or actuarial assumptions specified in the Plan for Early Retirement shall be used in calculating the amount payable to the Alternate Payee; if Early Retirement reduction factors are used, the factor will be based on the Participant's age on the Alternate Payee's annuity starting date. Alternate Payee's benefit shall be paid as a life only annuity, and it shall be measured by Alternate Payee's life.

_____ Check here if this is intended to be a "Separate Interest" QDRO.

b. *Stream-of-Payments QDRO*. Under a Stream-of-Payments QDRO, the Alternate Payee receives a percentage of each payment which would otherwise have been made to the Participant had the QDRO not existed. The Alternate Payee's benefit (other than a possible death benefit payable to the Alternate Payee upon the Participant's death described in Section III.E. below) shall be measured by the Participant's life.

_____ Check here if this is intended to be a "Stream-of-Payments" QDRO.

2. In the event the Plan is amended before Alternate Payee's annuity starting date to increase benefits derived from service rendered prior to the Date of Award, Alternate Payee's benefit hereunder shall be correspondingly increased.

B. TIMING OF PAYMENT

1. *Separate Interest QDRO*. A distribution to the Alternate Payee under the Separate Interest QDRO method described above shall commence to be paid upon the Alternate Payee's request on or after the Participant's attainment of earliest retirement age as described in Code Section 414(p)(4)(B). Notwithstanding the preceding sentence, Alternate Payee may not select an annuity starting date which is later than the annuity starting date for Participant's benefit under the Plan, or which is later than the latest date permitted by Code Section 401(a)(9).

2. *Stream-of-Payments QDRO*. A distribution to the Alternate Payee under the Stream-of-Payments QDRO method above shall commence to be paid if, as, and when payments under the Plan commence to be made to the Participant.

C. FORM OF PAYMENT

1. *Separate Interest QDRO*. From the date of this Order and thereafter, the Alternate Payee shall receive the Alternate Payee's interest in the Plan in the form of an annuity payable monthly for the life of the Alternate Payee.

2. *Stream-of-Payments QDRO*. Unless the Alternate Payee is named under this Order as the Participant's "Surviving Spouse" under Section III.E.4. herein, the Participant shall have the exclusive right to determine the form in which benefits will be distributed under the Plan. During the Participant's lifetime, payments from the Plan will be made to the Alternate Payee if, as, and when payments are made to the Participant.

D. EFFECT OF DEATH OF ALTERNATE PAYEE

1. Separate Interest QDRO. Benefits payable to the Alternate Payee under this type of QDRO are payable as a monthly annuity for the life of the Alternate Payee. The Alternate Payee may not designate a beneficiary to receive any benefits under this Plan after the Alternate Payee's death. Upon the Alternate Payee's death prior to commencement of benefits to the Alternate Payee, the Alternate Payee's interest shall be forfeited and the Participant's benefit shall revert to its pre-QDRO level. Upon the Alternate Payee's death after commencement of benefits to the Alternate Payee, payment of the Alternate Payee's interest in the Plan shall cease.

2. Stream-of-Payments QDRO. There is no right for the Alternate Payee to designate a beneficiary under this method. Should the Alternate Payee die before the Participant, payments to the Participant will return to their pre-QDRO level.

E. EFFECT OF DEATH OF PARTICIPANT

(If this is a Separate Interest QDRO, check only either (1) or (2) below.)

____ 1. Separate Interest QDRO - No Survivorship Rights. The assignment of benefits to the Alternate Payee pursuant to this Order shall not be reduced, abated or terminated as a result of the death of the Participant. Upon the death of the Participant, the Alternate Payee will not be entitled to any survivor benefits attributable to the Participant's benefits under the Plan unless the Participant chooses to designate the Alternate Payee as a "Surviving Spouse" in accordance with the terms of the Plan.

____ 2. Separate Interest QDRO - Survivorship Rights. The assignment of benefits to the Alternate Payee pursuant to this Order shall not be reduced, abated or terminated as a result of the death of the Participant. With respect to the portion of the Participant's accrued benefit under the Plan not otherwise assigned to the Alternate Payee under Section III of this Order, the Alternate Payee shall be treated as a Participant's "Surviving Spouse" under the Plan. The Participant shall designate the Alternate Payee as the Participant's Surviving Spouse in accordance with the terms of the Plan. The Participant must obtain consent of the Alternate Payee if Participant chooses a form of payment other than a joint and survivor annuity. If the Participant is married at the time the Participant's Plan benefit commences, the Alternate Payee's share of the survivor benefit shall be a fraction determined as follows: the numerator is the Participant's accrued Plan benefit as of the Date of Award, and the denominator is the Participant's accrued Plan benefit as of the date of the Participant's death. If the Participant is not married at the time the Participant's Plan benefit commences, the Alternate Payee shall receive 100% of any survivor benefit payable from the Plan upon the death of the Participant.

(If this is a Stream-of-Payments QDRO, check only either (3) or (4) below.)

_____ 3. Stream-of-Payments QDRO - No Survivorship Rights. Payments will be made to the Alternate Payee over the life of the Participant if, as, and when payments are made to the Participant, and, upon the Participant's death, no further payments will be made to the Alternate Payee.

_____ 4. Stream-of-Payments QDRO - Survivorship Rights. The Participant shall designate the Alternate Payee as a Surviving Spouse in accordance with the terms of the Plan. The Participant must obtain consent of the Alternate Payee if Participant chooses a form of payment other than a joint and survivor annuity. If the Participant is married at the time the Participant's Plan benefit commences, the Alternate Payee's share of the survivor benefit shall be a fraction determined as follows: the numerator is the Participant's accrued Plan benefit as of the Date of Award, and the denominator is the Participant's accrued Plan benefit as of the date of the Participant's death. If the Participant is not married at the time the Participant's Plan benefit commences, the Alternate Payee shall receive 100% of any survivor benefit payable from the Plan upon the death of the Participant.

IV. OTHER TERMS AND CONDITIONS

1. In the event the Plan Trustee or Custodian inadvertently pays the Participant any benefits assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall reimburse the Plan Trustee or Custodian to the extent Participant has received such benefits within thirty (30) days of receipt of notice of overpayment.

2. In the event the Plan Trustee or Custodian inadvertently pays the Alternate Payee any benefits assigned to the Participant pursuant to the terms of this Order, the Alternate Payee shall reimburse the Plan Trustee or Custodian to the extent Alternate Payee has received such benefits within thirty (30) days of receipt of notice of overpayment.

3. Alternate Payee will have taxable income as a result of distributions provided for in this Order to the extent required by Internal Revenue Code Sections 402(e)(1) and 72(m)(10).

The Court retains jurisdiction for the purpose of modifying this Order to achieve the purpose of the order of the Court or to comply with Section 414(p) of the Internal Revenue Code.

ORDERED this _____ day of _____, 20____.

JUDGE OF THE COURT

Attorney for Participant

Attorney for Alternate Payee

Address

Address

Telephone No.

Telephone No.

January 2004

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument effective as restated as of July 1, 2001, the under-signed as the designee for the Board of Regents and each adopting Employer, have caused their seals to be affixed hereto and these present to be duly executed in their names and on their behalf as authorized this 17th day of May, 2002.

Janice K. Gordon, Chair
Board of Regents of Oklahoma Colleges

ATTEST:

Steve Poag, Secretary

East Central University

By: _____
Name: _____
Title: _____ President _____

Northeastern State University

By: _____
Name: _____
Title: _____ President _____

Northwestern Oklahoma State University

By: _____
Name: _____
Title: _____ President _____

Southeastern Oklahoma State University

By: _____
Name: _____
Title: _____ President _____

Southwestern Oklahoma State University

By: _____
Name: _____
Title: _____ President _____

University of Central Oklahoma

By: _____
Name: _____
Title: _____ President _____

May 2002

BOARD OF REGENTS OF OKLAHOMA COLLEGES

RESOLUTION

WHEREAS, the Board of Regents of Oklahoma Colleges (the "Board") has previously approved the Supplemental Retirement Plan for the Board of Regents of Oklahoma Colleges (the "Plan"), which Plan is a tax-qualified plan under Internal Revenue Code ("Code") Section 401(a) and has previously received a favorable determination letter from the Internal Revenue Service ("Service"); and

WHEREAS, the Board has received a draft determination letter application to the Service prepared by Deloitte & Touche for the Board's consideration, which application asks the Service (1) to review a number of Plan amendments adopted by this Board subsequent to issuance of the last favorable determination letter by the Service in the spring of 1997 (all of which have been incorporated into the attached Restated Plan Document submitted for the Board's approval), and (2) to issue an updated favorable determination letter with respect to the current tax-qualified status of the Plan under Code Section 401(a); and

WHEREAS, representatives of the various Oklahoma Regional Universities, which Universities participate in the Plan, have submitted herewith proposed amendments to the Plan, which amendments would, effective December 1, 2002: (1) extend Plan coverage to those full-time employees with a date of hire in the Oklahoma Regional Universities system subsequent to June 30, 1987 but prior to July 1, 1995, (2) generally extend the maximum years of service on which retirement benefits can be calculated from twenty-five (25) to thirty (30) years, and (3) extend, for the new category of employees eligible to participate in the Plan described in (1) above, the number of years of continuous service in the Oklahoma Regional Universities System to be eligible for normal or early retirement benefits or to vest in the Plan from ten (10) to fifteen (15) years; and

WHEREAS, the Board has considered the proposed changes to the Plan required for tax-qualification reasons, the proposed non-tax changes delineated in the immediately preceding paragraph, as well as the non-tax change with respect to Plan Administrator discretion (described as the amendment to Section 10.1 in the attached Executive Summary), all of which proposed changes are described in the attached Executive Summary of Plan Amendments submitted to this Board and incorporated into the attached Restated Plan Document; and

WHEREAS, Treasury Department Regulations require that Plan participants be notified of the determination letter application in order to have an opportunity to comment thereon; and

WHEREAS, it is the intent of the Board to approve this application to the Service and cause it to be filed after appropriate notification is given to Plan participants;

BE IT FURTHER RESOLVED, that the Board authorize and approve the filing of the attached application with the Service, with such filing to be made after due notification is furnished to Plan participants in accordance with Treasury Department Regulations, and that an appropriate representative of the Board be authorized to execute the attached Internal Revenue Service forms 5300 and 2848 on behalf of the Board; and

BE IT FURTHER RESOLVED, that appropriate officers of the Universities participating in the Plan be, and they hereby are, directed to take any such actions as may be deemed necessary or advisable to implement the intent of the foregoing Resolutions.

ADOPTED by the Board of Regents of Oklahoma Colleges this 17th day of May 2002.

Janice K. Gordon, Chair
Board of Regents of Oklahoma Colleges

ATTEST:

Steve Poag, Secretary

May 2002

BOARD OF REGENTS OF OKLAHOMA COLLEGES

RESOLUTION

WHEREAS, the Board of Regents of Oklahoma Colleges (the "Board") has previously approved the Supplemental Retirement Plan for the Board of Regents of Oklahoma Colleges (the "Plan"), (Annex E of the Board of Regents of Oklahoma Colleges Policy Manual), which Plan is a tax-qualified plan under Internal Revenue Code ("Code") Section 401 (a) and has previously received a favorable determination letter from the Internal Revenue Service ("Service"); and

WHEREAS, Article X of the Plan authorizes the Board to delegate, all or any part of its responsibilities under the Plan to such person or persons as each may deem advisable; and

WHEREAS, Article 10.1 (b) of the Plan states that the Plan Administrator shall be the Board of Regents or its designee; and

WHEREAS, the Business Officers of the Regional Universities, as a committee, has been functioning as the Plan Administrator since the adoption of the Plan; and

WHEREAS, it is the intent of the Board to formally designate a Plan Administrator of the Plan and delegate and allocate certain authority and responsibility to the Plan Administrator;

NOW THEREFORE, BE IT RESOLVED, that the Business Officers of the Regional Universities as a committee (the "Committee") are hereby designated as the Plan Administrator of the Plan; and

BE IT FURTHER RESOLVED, that the Committee shall have such powers and duties as may be necessary to discharge its duties as Plan Administrator, including, but not limited to the following:

- (a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner, and time of payment of any benefits under the plan;
- (b) to prescribe procedures to be followed by participants or beneficiaries
- (c) to prepare and distribute, in such manner as the Committee determines to be appropriate, information explaining the Plan;

- (d) to receive from the Board and the Regional Universities and from Participants such information as shall be necessary for the proper administration of the Plan;
- (e) to furnish the Board, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate;
- (f) to receive, review and keep on file as it deems convenient and proper reports of benefit payments;
- (g) to evaluate and approve or deny claims for benefits as specified in Article XV of the Plan; and
- (h) to perform all of the responsibilities of Plan Administrator specified in the Plan and to do all things necessary or convenient to carry out the powers granted to the Plan Administrator by the Plan.
- (i) to select one of its members as chair who shall sign any official documents on behalf of the Committee.

ADOPTED by the Board of Regents of Oklahoma Colleges this 7th day of February 2003.

Janice K. Gordon, Chair

ATTEST:

Stephen Poag, Secretary

May 2002

BOARD OF REGENTS OF OKLAHOMA COLLEGES

RESOLUTIONS

WHEREAS, the Board of Regents of Oklahoma Colleges (the "Board") has previously approved the Supplemental Retirement Plan for the Board of Regents of Oklahoma Colleges (the "Plan"), which Plan is a tax-qualified plan under Internal Revenue Code ("Code") Section 401(a) and has previously received favorable determination letters from the Internal Revenue Service ("Service"); and

WHEREAS, representatives of the various Oklahoma Regional Universities, which Universities participate in the Plan, have submitted herewith proposed Plan amendments to the Board for its consideration; and

WHEREAS, the Board has given consideration to the proposed amendments to the Plan, all of which are described in the attached Executive Summary of Proposed Plan Amendments document submitted to this Board, and desires to approve the proposed amendments;

NOW, THEREFORE, BE IT RESOLVED, that the following Plan amendments be, and they hereby are, approved effective as of the specific dates indicated:

1. Section 2.1 of the Plan is amended in its entirety, effective as of September 1, 2003, to read as follows:

"2.1 "Accrued Benefit" means, with respect to an Eligible Employee, a supplemental monthly annuity due to a Participant commencing as of the first day of the month coincident with his or her Date of Retirement payable beginning the first of the following month as calculated under the greater of (a) or (b) below:

- (a) Method One S.R.A. Calculation (SRA-1). For an Employee who meets the defined Normal Retirement or Early Retirement Plan definition or is vested under Article VIII of the Plan at the defined Date of Retirement, the written formula will be: one-half ($1/2$) of Average Monthly Salary (A.M.S.), less the monthly Teachers' Retirement Maximum Life Option Annuity (T.R.A.), times the Employee's number of Service Years divided by twenty-five (25). Notwithstanding any provisions of this Section 2.1 to the contrary, with respect to any currently active Participant, no deduction for TIAA will be used to reduce the benefit of any participant, or
- (b) Method Two S.R.A. Calculation (SRA-2). For an Employee who meets the defined Normal Retirement or Early Retirement Plan definition or is

vested under Article VIII of the Plan and has at least ten (10) defined Service Years in the Oklahoma Regional University System immediately preceding date of retirement, the written formula will be: two and four-tenths percent (2.4%) times the Employee's Service Years times the Employee's Average Annual Base Salary less the annual Teachers' Retirement Maximum Life Option Annuity (T.R.A.), divided by twelve (12). Notwithstanding any provisions of this Section 2.1 to the contrary, with respect to any currently active Participant, no deduction for TIAA will be used to reduce the benefit of any participant.

Notwithstanding any provisions of this Section 2.1 to the contrary, with respect to any Participant whose First Date of Employment is on or after July 1, 1987, the reference in the Method One S.R.A. Calculation to the number of the Employee's Service Years shall be thirty (30), not twenty-five (25), and the reference in the Method Two S.R.A. Calculation to Service Years in the Oklahoma Regional University System shall be fifteen (15), not ten (10)."

2. Section 14.5 of the Plan is amended in its entirety, effective as of November 21, 2003, to read as follows:

"14.5 Missing Persons. If any benefit from the Plan is unable to be paid solely because the identity or whereabouts of a Participant, contingent annuitant or Beneficiary cannot be ascertained after reasonable due diligence efforts have been made to locate such person, all further benefits with respect to such person shall be treated as a forfeiture pursuant to the Plan. Such forfeiture shall be deemed to occur upon the expiration of a one year period from the date as of which the benefit was originally distributable (or was required to commence) under the terms of the Plan. Such forfeited benefits shall remain in the Plan. If, after the distributable amount is deemed forfeited, such missing person should subsequently be located, such person's benefit shall be restored and made available for distribution within a reasonable time."

3. A new Section 14.7 is hereby added to the Plan, effective as of November 21, 2003, to read as follows:

"14.7 Alienation or Assignment. Except as permitted under applicable statute or regulation, a Participant, Beneficiary, or annuitant may not assign, alienate, transfer or sell any right or claim to a benefit or distribution from the Plan, and any attempt to assign, alienate, transfer or sell such a right or claim shall be void, except as permitted by statute or regulation. Any such right or claim under the Plan shall not be subject to attachment, execution, garnishment, sequestration, or other legal or equitable process. This prohibition against alienation or assignment also applies to the creation, assignment, or recognition of a right to a benefit payable with respect to a Participant

pursuant to a domestic relations order, unless such order is determined by the Plan Administrator or their designee to be a "qualified domestic relations order", as such term is defined in Section 414(p) of the Code. The Plan Administrator shall establish written procedures to be used to determine the qualified status of such orders and to administer distributions under such orders. Furthermore, to the extent provided under a qualified domestic relations order, a former spouse of a Participant shall be treated as an existing spouse for all purposes under the Plan."

BE IT FURTHER RESOLVED that appropriate officers of the Universities participating in the Plan be, and they hereby are, directed to take any such actions as may be deemed necessary or advisable to implement the intent of the foregoing Resolutions.

ADOPTED by the Board of Regents of Oklahoma Colleges this 21 day of November, 2003.

Chair, Board of Regents of Oklahoma Colleges

ATTEST:

Ann Holloway, Secretary

BOARD OF REGENTS OF OKLAHOMA COLLEGES

RESOLUTIONS

FIRST AMENDMENT TO SUPPLEMENTAL RETIREMENT PLAN FOR THE BOARD OF REGENTS OF OKLAHOMA COLLEGES (Restated effective as of April 1, 2005)

WHEREAS, the Board of Regents of Oklahoma Colleges (the "Board") has previously approved the Supplemental Retirement Plan for the Board of Regents of Oklahoma Colleges (the "Plan"), which Plan is a tax-qualified plan under Internal Revenue Code ("Code") Section 401(a) and has previously received two favorable determination letters from the Internal Revenue Service; and

WHEREAS, the Board has deemed it appropriate to submit the Plan to the Internal Revenue Service for a request for an updated favorable determination letter with respect to the Plan, as amended; and

WHEREAS, the Internal Revenue Service has requested that a technical amendment be made to the Plan to ensure the continued tax-qualified status of the Plan under Code Section 401(a); and

WHEREAS, a draft technical amendment was furnished to the Internal Revenue Service on June 29, 2006 for their consideration and approval, which amendment was satisfactory to the Internal Revenue Service; and

WHEREAS, the Internal Revenue Service has now issued an updated favorable determination letter dated September 25, 2006, contingent upon the timely adoption by this Board of the draft technical amendment submitted to and approved by the Internal Revenue Service during the determination letter process; and

WHEREAS, the Board deems it advisable to adopt the proposed Plan amendment;

NOW, THEREFORE, BE IT RESOLVED, that the following Plan amendment be, and it hereby is, approved effective as of December 31, 2002;

1. A new sentence is added to the end of Section 7.3 of the Plan to read as follows:

"Effective for Plan annuity commencement dates beginning on or after December 31, 2002, the mortality table to be used under Code Section 415(b)(2)(E)(v) for purposes of limiting Plan benefits under Code Section 415 shall be the mortality table described in Internal Revenue Service Revenue Ruling 2001-62."

BE IT FURTHER RESOLVED that appropriate officers of the Universities participating in the Plan be, and they hereby are, directed to take any such actions as may be deemed necessary or advisable to implement the intent of the foregoing amendment.

ADOPTED by the Board of Regents of Oklahoma Colleges this ____ day of _____, 2006.

Chair, Board of Regents of Oklahoma Colleges

ATTEST:

Joe Anna Hibler, Secretary