EMPLOYEES' RETIREMENT PLAN
OF
MARSHFIELD CLINIC

(As Amended and Restated Effective January 1, 2020)

EMPLOYEES' RETIREMENT PLAN OF MARSHFIELD CLINIC

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ARTICLE ONE

RESTATEMENT OF THE EMPLOYEES' RETIREMENT PLAN OF MARSHFIELD CLINIC

Marshfield Clinic, a Wisconsin corporation, previously adopted the Employees' Retirement Plan (the "Plan"). The Plan was originally adopted on December 24, 1944, and has been amended at various times since that date. The Plan is intended to be a money purchase pension plan qualified under Internal Revenue Code §§401(a), and its trust herein is intended to qualify under Internal Revenue Code §501(a).

Marshfield Clinic hereby amends and restates the Plan, effective as of January 1, 2020, except as otherwise indicated. The rights of any Plan Participants who retired, terminated employment or died before the effective date of any amendment shall be determined in accordance with the terms and provisions of the Plan in effect on the date of such retirement, termination of employment or death, except as otherwise specifically provided herein.

ARTICLE TWO

SPECIAL RULES, DEFINITIONS AND DESIGNATIONS

The following paragraphs of this Article provide special rules or basic definitions of terms or designations used throughout the Plan, and such terms and designations shall be deemed to have the following meanings whenever used herein in a capitalized form, except as otherwise expressly provided:

"Account" or "Accounts" means the Participant's share of the Trust Fund as described in Article Twelve.

"Beneficiary" means any Spouse, person or other entity entitled to receive any benefits which are payable by reason of a Participant's death under the Plan.

"Benefits" or "Benefits" means the nonforfeitable portion of a Participant's Accounts.

"Board" means the Marshfield Clinic Board of Directors.

"Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Common-Law Employee" means an individual, other than a Self-Employed Individual, who is employed by a Commonly Controlled Entity in accordance with this Article Two.

"Commonly Controlled Entity" means an Employer and any other organization which is either (a) a member of a controlled group of corporations (as determined under Code §414(b)) of which the Employer is a member, (b) a member of a group of trades or businesses (whether or not incorporated) which are under common control with the Employer (as determined under Code §414(c)), (c) a member of an "affiliated service group" (as determined under Code §414(m)) of which the Employer is a member, or (d) any other entity required to be aggregated with the Employer pursuant to regulations under Code §414(o). In defining the term "Commonly Controlled Entity" with reference to subsections (a) and (b) above, for purposes of the limitations set forth in Article Eleven, the phrase "more than 50%" shall be substituted for the phrase "at least 80%" in accordance with the provisions of Code §415(h).

"Compensation"

(a) In General. Compensation with respect to the Plan Year means the following amounts which are actually paid to the Participant while an Employee during the Plan Year:

(i) In the case of a Common Law Employee, Compensation means wages within the meaning of Code §3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §§6041(d), 6051(a)(3), and 6052. Compensation must be determined without regard to any rules under §3401(a) 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 §3401(a)(2)).

(ii) In the case of a Self-Employed Individual, Compensation means his or her Earned Income.

(b) Exceptions. Notwithstanding the general definition in subsection (a) above:

(i) Compensation shall include any amounts which are contributed by the Employer pursuant to the Participant's compensation reduction and which are not includible in his or her gross income under Code §401(k) (e.g., the Marshfield Clinic Salary Reduction Plan) §403(b), §457(b), §125 (i.e., a cafeteria plan), or §132(f) (i.e. transportation fringe benefits).

(ii) Compensation for each Participant in excess of $285,000 (subject to cost-of-living adjustments as provided in Code Section 401(a)(17) and regulations thereunder) shall not be taken into account.

(iii) Except as provided in Section (i) above, Compensation shall exclude all of the following items (even if includible in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, welfare benefits, amounts contributed to the Section 457(f) Deferred Compensation Plan and cash payments related to the Section 457(f) Deferred Compensation Plan. For the avoidance of doubt, the exclusion shall apply to taxable dependent health care coverage and reimbursements or purchases of personal digital assistants, cell phones and Blackberry phones.

(iv) Only Compensation paid during the portion of the Plan Year that the Employee is a Participant and an Eligible Employee shall be considered (e.g., Compensation prior to the Employee's entry into the Plan or after a Participant ceases to be an Eligible Employee is disregarded).

(c) Repeal of Family Aggregation. The rules that previously aggregated the Compensation of family members are repealed effective as of January 1, 1997.

"Computation Period" means, with respect to Eligibility Years of Service, the Eligibility Computation Period, and with respect to Vesting Years of Service, the Plan Year.

"Disability" means a mental or physical condition which renders a Participant unable to perform the duties assigned to him or her and which will continue indefinitely or for a substantial period of time. Such determination shall be made by a physician selected by the Employer.

"Earned Income" of a Self-Employed Individual means his or her net earnings from self-employment from the Employer for which his or her personal services are a material income-producing factor, reduced by contributions by the Employer to the Plan or any other Qualified Plan to the extent they are deductible under Code §404. Earned Income shall be determined

without regard to items not included in gross income and the deductions allocable thereto, and with regard to the deduction allowed the Employer under Code §164(f).

"Effective Date" of this restatement means January 1, 2020, except as otherwise provided herein.

"Eligibility Computation Period" for each Employee means a complete 12-consecutive month period beginning on the date the Employee first completes an Hour of Service. If the Employee completes 1,000 or more Hours of Service during such first Eligibility Computation Period, the second and subsequent Eligibility Computation Periods shall be each successive complete 12-consecutive month employment period. If the Employee completes less than 1,000 Hours of Service during such first employment year Eligibility Computation Period, future Eligibility Computation Periods shall be based upon the 12-consecutive month employment period beginning on the anniversary of the date the Employee first completed an Hour of Service. Also, see Plan Section 3.3(b).

"Eligibility Year of Service" means an Eligibility Computation Period during which the Employee completes 1,000 or more Hours of Service.

"Eligible Employee" means each Employee of an Employer, except for the following Employees:

(a) Leased Employees within the meaning of Code §414(n) and any individuals who the Employer treats as independent contractors or otherwise as non-Employees even if the Internal Revenue Service treats such individuals as employees and/or Employees of the Employer;

(b) Employees who are nonresident aliens and who receive no earned income from the Employer which constitutes income from sources within the United States;

(c) Employees included in a collective bargaining unit covered by a collective bargaining agreement between the Employer and Employee representative(s) if retirement benefits were the subject of good faith bargaining;

(d) Self-Employed Individuals; and

(e) Other Contracted, to include former Class A Physicians who transfer to Non-Class A Physician status and Physicians who decline to become Class A Physicians.

"Employee" means an individual who is a Common-Law Employee or a Self-Employed Individual of a Commonly Controlled Entity. For purposes of determining eligibility and contributions for the 2017, 2018 and 2019 Plan Years, Employees were further classified as follows:

(a) "Class M Employee" means an Employee who was (i) hired prior to January 1, 2017 or (ii) hired on or after January 1, 2017 and included in one of the following personnel classifications: Physician Class A, Physician Associates, Group 1, Executive Administration and Other Contracted.

(b) "Class N Employee" means an Employee hired or rehired on or after January 1, 2017 that is not a Class M Employee. For purposes of clarification, an Employee hired prior to January 1, 2017 who terminates employment for any period of time and is rehired after January 1, 2017 shall be a Class N Employee unless included in one of the personnel classifications in (a)(ii) above.

"Employer" means Marshfield Clinic, a Wisconsin corporation, Security Health Plan of Wisconsin, Inc., Marshfield Clinic Health System, Inc., MCIS, Inc. and any other Commonly Controlled Entity that wishes to adopt this Plan and whose adoption is approved by the Board of Directors of Marshfield Clinic. Such adopting entity must agree to become a "Participating Employer" in the Plan.

"Employer Contributions" means those contributions to the Trust which are made pursuant to Section 4.1.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Forfeiture" means that portion of a Participant's Accounts which is forfeited in accordance with this Plan.

"Hours of Service." Each Employee shall be credited with his or her actual Hours of Service pursuant to this paragraph. "Hour of Service" means:

(a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by a Commonly Controlled Entity for the performance of duties.

(b) Each hour for which an Employee is directly or indirectly paid or entitled to payment by a Commonly Controlled Entity for reasons (such as vacation, holidays, sickness, disability, leave of absence, layoff, severance pay, jury duty or military duty) other than the performance of duties irrespective of whether the Employee has incurred a Termination of Employment. Notwithstanding the preceding sentence:

(i) No Hours of Service will be credited if payment is made solely to comply with applicable workers' compensation, unemployment compensation or disability insurance laws; and

(ii) No Hours of Service will be credited for payments made to reimburse an Employee for medical or medically related expenses incurred by the Employee.

(c) Each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by a Commonly Controlled Entity; provided, however, the same Hour of Service shall not be credited both under subparagraph (a) or (b), as the case may be, and this subparagraph (c).

In the case of a payment which is made or due on account of a period during which an Employee performs no duties and which results in the crediting of Hours of Service under

subparagraph (b) above or in the case of an award or agreement for back pay made with respect to a period described in subparagraph (c) above, the number of Hours of Service to be credited shall be in accordance with the provisions of Rules and Regulations for Minimum Standards for Employee Pension Benefit Plans, U.S. Department of Labor, 29 C.F.R. §2530.200b-2(b) (1976) which are hereby incorporated by reference.

Hours of Service shall be credited to an individual who is deemed to be an Employee pursuant to Code §§414(n) or 414(o) to the extent required under said sections.

Effective as of the date the assets and liabilities of Wausau Medical Center, S.C. ("Wausau") were transferred to the Employer, an Employee's past service for Wausau shall be treated as service for the Employer for all purposes under the Plan, including for purposes of participation.

The above provisions are also subject to the requirements of Sections 18.2 and 18.3, relating to the Uniformed Services Employment and Reemployment Rights Act and the Family and Medical Leave Act.

"Marshfield Medical Center Employee" means an Employee who is employed at the Marshfield Medical Center. This definition is used to determine if an Employee will qualify for the special eligibility and allocation rules which apply for the 2017 Plan Year.

"Maternity/Paternity Absence" means a paid or unpaid absence from employment with a Commonly Controlled Entity: (a) by reason of the pregnancy of the Employee; (b) by reason of the birth of a child of the Employee; (c) by reason of the placement of a child under age 18 in connection with the adoption of such child by the Employee (including a trial period prior to adoption); or (d) for the purpose of caring for a child of the Employee immediately following the birth or adoption of such child.

"Normal Retirement Date" means the first day of the month following the date on which the Participant attains age 65. A Participant who continues employment beyond his or her Normal Retirement Date shall continue to participate herein.

"One Year Break in Service" means a Computation Period during which an Employee completes fewer than 501 Hours of Service. Notwithstanding the foregoing, for purposes of determining whether a One Year Break in Service has occurred, with respect to an Employee who is on Maternity/Paternity Absence, such Employee shall be credited with either: (a) the Hours of Service which otherwise normally would have been credited to such Employee but for such absence, or (b) in any case in which the Employer is unable to determine the Hours of Service which normally would have been credited, 8 Hours of Service for each day of such absence. Hours of Service credited under the preceding sentence shall be credited either: (a) in the applicable Computation Period in which the absence begins if necessary to prevent a One Year Break in Service in such Computation Period, or (b) in all other cases, in the immediately following Computation Period.

"Owner-Employee" means (a) if the Employer is a sole proprietorship, its sole proprietor, or (b) if the Employer is a partnership or a limited liability organization taxed as a partnership under

United States tax laws, a partner or member who owns more than 10% of the organization's capital or profits interest.

"Participant" means a person who satisfies the requirements of Article Three.

"Plan" means this document executed herein, including the Trust, and any amendment hereto.

"Plan Year" means each 12-consecutive month period ending each December 31; provided, however, "Plan Year" shall also mean such shorter period which is created as a result of any change in the Plan Year or a short first or last Plan Year.

"Qualified Domestic Relations Order" means a certain type of state court order which assigns all or a portion of a Participant's Plan benefits to an alternate payee and which the Trustee has determined complies with the requirements of Code §414(p) and ERISA §206(d)(3). Effective as of April 6, 2007, a domestic relations order will not fail to be a Qualified Domestic Relations Order: (i) solely because the order is issued after, or revises, another domestic relations order or "qualified domestic relations order"; or (ii) solely because of the time at which the order is issued, including issuance after the Participant's death.

"Qualified Plan" means a plan and trust described in Code §401(a) which is exempt from taxation under Code §501(a) and an annuity plan described in Code §403(a).

"Related Plan" means any other defined contribution plan or defined benefit plan (as defined in §415(k) of the Code) maintained by a Commonly Controlled Entity, respectively called a "Related Defined Contribution Plan" and a "Related Defined Benefit Plan".

"Retirement Plan Committee" means the committee established by the Board pursuant to Section 15.15 of the Plan.

"Rollover Contributions" means those contributions to the Trust which are made pursuant to Article Five.

"Self-Employed Individual" means an individual who has Earned Income for the Plan Year or who would have had Earned Income but for the fact that the Employer had no net profits for that Plan Year. For all purposes of the Plan, a Self-Employed Individual shall be deemed to be employed by the Employer until he or she incurs a Termination of Employment.

"Spouse" means the person who is living and married to the Participant as of any relevant date within the meaning of the laws of the State of the Participant's residence or as evidenced by a valid marriage certificate or other proof acceptable to the Employer.

"Termination of Employment" means the date that a person ceases to be an Employee, whether voluntarily or involuntarily, of the Employer and shall include a severance from employment as described in Section 401(k) of the Code.

"Trust" means the legal entity which is established hereunder and which forms a part of the Plan.

"Trust Fund" means all property held by the Trustee pursuant to the terms of this Plan and Trust.

"Trust Fund Earnings" is defined in Article Twelve.

"Trustee" means the person, persons or entity from time to time acting as Trustee or Trustees under the Plan.

"Valuation Date" is the date on which Accounts are valued, is defined in Article Twelve.

"Vested Benefit" means any nonforfeitable right of a Participant in his or her Employer Contribution Account.

"Voluntary Contributions" means those contributions to the Trust which are made pursuant to Article Five.

ARTICLE THREE

PARTICIPATION

The provisions of this Article Three are also subject to the requirements of Sections 18.2 and 18.3, relating to the Uniformed Services Employment and Reemployment Rights Act and the Family and Medical Leave Act.

Section 3.1 Initial Eligibility. Each Eligible Employee who is a Participant on the Effective Date shall continue as a Participant. Each other Eligible Employee shall become a Participant in the first Plan Year during which the Eligible Employee attains the age of twenty-one (21) and completes 1,000 Hours of Service during the Plan Year, provided he or she is an Eligible Employee on the last day of the Plan Year; and provided further that the service requirement for an Eligible Employee shall be satisfied if the Eligible Employee completes one Eligibility Year of Service in an initial Eligibility Computation Period (based upon the date the Employee first completes an Hour of Service) and also completes 1,000 Hours of Service in any later Plan Year beginning with the Plan Year that includes the anniversary of the Employee's employment commencement date (pursuant to rules set forth in Labor Reg. 2530.202-2). The Entry Date shall be as soon as administratively practicable after the Employee meets such criteria.

Section 3.2 Participation Upon Change in Job Status. An Employee who has satisfied the requirements of Section 3.1 but who is not a Participant because he or she is not an Eligible Employee shall become a Participant immediately on becoming an Eligible Employee. A Participant shall not cease to be a Participant solely because he or she ceases to be an Eligible Employee but such Participant shall not (until he or she again becomes an Eligible Employee) be eligible to receive an allocation of Employer Contributions. For the avoidance of doubt, an Eligible Employee whose job classification is changed causing the Employee to cease to be an Eligible Employee shall not be eligible to receive an Employer Contribution with respect to his or her employment or Compensation following such change in status.

Section 3.3 Reparticipation.

(a) General Rule. An Employee who previously was a Participant prior to his or her Termination of Employment shall become a Participant on the date he or she again completes an Hour of Service with the Employer as an Eligible Employee.

(b) Non-Participant Who is Reemployed. If an Employee who has not become a Participant terminates employment with the Employer and incurs a One Year Break in Service, and is later rehired, he or she must meet the requirements of Section 3.1 above for participation in the Plan as if he or she were a new Employee. Such Employee’s Eligibility Computation Period shall be redetermined by treating the Employee’s date of rehire as the Employee’s first Hour of Service.

ARTICLE FOUR

EMPLOYER CONTRIBUTIONS AND GENERAL RULES

The provisions of this Article Four are also subject to the requirements of Sections 18.2 and 18.3, relating to the Uniformed Services Employment and Reemployment Rights Act and the Family and Medical Leave Act.

Section 4.1 Employer Contributions. With respect to each Plan Year commencing on or after the Effective Date, and subject to the provisions of Article Eleven and the Top-Heavy minimum allocation requirements of Article Ten, Employer Contributions (and Forfeitures, if applicable) for a Plan Year shall be allocated to the Employer Contribution Account of each Participant who either completes 1000 Hours of Service during the Plan Year and is employed on the last day of the Plan Year, or completes a pro rata portion of 1000 Hours of Service during the Plan Year and terminates employment during the Plan Year because of death, will receive an allocation equal to (i) 3% of his or her Compensation, plus 3% of his or her Compensation in excess of the Integration Level ("Excess Compensation"). For the purpose of determining eligibility for an allocation in Section 4.1, including (b) below, a Participant will be treated as employed on the last day of the Plan Year if he or she is actively working in a paid status or on a job protected FMLA absence. Exceptions will not be made including in the event of retirement, disability, layoff, staff reduction, unpaid administrative leave from which the employee does not return to work or incarceration. For the 2017, 2018 and 2019 Plan Years, Employer Contributions were allocated to the Employer Contribution Account of each Participant as follows:

(a) Allocation for Class M Employees. Each Participant employed as a Class M Employee received an allocation equal to (i) 11% of his or her Compensation, plus 5.7% of his or her Compensation in excess of the Integration Level ("Excess Compensation").

(b) Allocation for Class N Employee. Each Participant employed as a Class N Employee, and either completed 1000 Hours of Service during the Plan Year and was employed on the last business day of the Plan Year, or completed a pro rata portion of 1000 Hours of Service during the Plan Year and terminated employment during the Plan Year because of death, received an allocation equal to (i) 3% of his or her Compensation, plus 3% of his or her Compensation in excess of the Integration Level ("Excess Compensation"). Notwithstanding the foregoing, a Marshfield Medical Center Employee hired on July 1, 2017 as a result of the acquisition of St. Joseph's Ministry Hospital received an allocation for the 2017 Plan Year if the Employee completed 920 Hours of Service during the 2017 Plan Year and was employed on the last business day of the Plan Year.

(c) Nonduplication. In the event that a Participant is employed in more than one employment classification during the same Plan Year (e.g., due to transfer or termination and rehire), the Plan Administrator shall determine the allocation for such Participant, but in no event shall the Participant's Compensation result in a duplicate allocation to such Participant.

Section 4.2 Integration with Social Security.

(a) Permitted Disparity. For each Plan Year the Excess Contribution Percentage shall not exceed the Base Contribution Percentage by more than the lesser of (i) the Base Contribution Percentage, or (ii) the greater of 5.7 percent (5.7%) or the percentage rate of tax under Code §3111(a) (in effect as of the beginning of the Plan Year) which is attributable to the old age insurance portion of the Old Age, Survivors and Disability Insurance provisions of the Social Security Act.

(b) "Excess Contribution Percentage" means the percentage determined by dividing (i) that portion of the Employer Contributions (and Forfeitures) which is allocated to the Accounts of Participants with respect to Excess Compensation by (ii) such Participants' Excess Compensation.

(c) "Base Contribution Percentage" means the percentage determined by dividing (i) that portion of the Employer Contributions (and Forfeitures) which is allocated to the Accounts of Participants with respect to Compensation which is not in excess of the Integration Level by (ii) such Participants' Compensation which is not in excess of the Integration Level.

(d) "Integration Level" means, for any Plan Year, the Taxable Wage Base.

(e) "Taxable Wage Base" means, for any Plan Year, the dollar amount of an Employee's wages and earnings subject to withholding for Federal social security taxes during the calendar year in which the Plan Year begins.

(f) "Excess Compensation" means, for any Plan Year, the portion of a Participant's Compensation which is in excess of the Integration Level.

Section 4.3 Timing of Employer Contributions. Employer Contributions for each Plan Year shall be paid to the Trustee as soon as practical and in all events on or before the due date (including extensions thereof) for filing the Federal income tax return of the Employer for its taxable year which relates to such Plan Year. Notwithstanding the dates payments to the Trust are actually made, Employer Contributions with respect to each Plan Year shall be deemed made no later than as of the last day of that Plan Year.

Section 4.4 Rules Applicable to Employer Contributions.

(a) Deduction Limits and Timing. In no event shall the Employer Contributions for a Plan Year exceed the maximum amount deductible by the Employer and any Commonly Controlled Entity under §404 of the Code ("Deductible Amount"). Subject to Section 16.20, any amount in excess of the Deductible Amount shall be eliminated by reducing the Employer Contributions until the aggregate of such Contributions equals the Deductible Amount. Any remaining Employer Contributions will be allocated according to the provisions of this Plan. Any amount refunded to the Employer shall be adjusted for losses and expenses, if any.

With respect to any Employer Contributions paid to the Trust after the last day of the Employer's taxable year but before the time prescribed by law (including any extensions

thereof) for filing its Federal income tax return for such taxable year, such payments shall be considered to be on account of such preceding taxable year if the Employer claims such payments as a deduction on its Federal income tax return for such preceding taxable year or the Employer designates such payments in writing to the Trustee as payments on account of the preceding taxable year.

(b) Form of Contributions. Employer Contributions may be made in cash or other property (real or personal), provided that any such non-cash Contribution shall be valued at the time of its delivery to the Trustee at fair market value and provided that such Contribution does not result in the occurrence of a prohibited transaction (within the meaning of the Code) or other adverse tax consequences.

(c) Responsibility for Contributions. The Trustee shall not be required to determine if the Employer has made a Contribution or if the amount contributed is in accordance with the Plan or the Code. The Employer shall have sole responsibility in this regard, and the Trustee shall be accountable solely for Contributions actually received by it.

Section 4.5 Family Member Aggregation. Effective October 1, 1997, there shall be no aggregation of family members for purposes of this Article Four (previously Chapter 2) and the Plan.

ARTICLE FIVE

VOLUNTARY CONTRIBUTIONS AND ROLLOVER CONTRIBUTIONS

The provisions of this Article Five are also subject to the requirements of Sections 18.2 and 18.3, relating to the Uniformed Services Employment and Reemployment Rights Act and the Family and Medical Leave Act.

Section 5.1 Voluntary Nondeductible Contributions.

(a) In General. Effective October 1, 1986, Participants may not make voluntary nondeductible employee contributions ("Voluntary Contributions") to the Trust.

(b) Withdrawal. An amount equal to the value of a Participant's Voluntary Contribution Account may be withdrawn by him or her, in whole or in part, at any time upon reasonable written notice to the Employer. A Participant's cumulative withdrawals since the most recent Valuation Date shall not exceed the balance in his or her Voluntary Contribution Account as of such Valuation Date. Any withdrawal shall be at least $500 or, if less, the value of such Participant's Voluntary Contribution Account. A withdrawal must comply with the other requirements of the Plan, and the balance of a Participant's Voluntary Contribution Account which has not been previously withdrawn shall be distributed in accordance with the provisions of Articles Seven, Eight and Nine. If Voluntary Contributions were made to this Plan prior to its restatement before January 1, 1987 and if on May 5, 1986 such plan permitted the Participant to receive distributions of such Voluntary Contributions prior to his or her separation from service, or under such other circumstances permitted by the Employer, then any withdrawal of Voluntary Contributions hereunder shall first be deemed to consist of such pre-1987 Voluntary Contributions without adjustment for Trust Fund Earnings allocated thereon; any withdrawals of Voluntary Contributions which exceed such amount shall be deemed to consist of post-1986 Voluntary Contributions and Trust Fund Earnings in the manner provided under Code §72(e).

Section 5.2 Rollover Contributions and Trustee Transfers.

(a) In General. In accordance with rules the Employer establishes, the Employer may, in its discretion and at the request of an Eligible Employee, direct the Trustee to accept a Rollover Contribution for such Eligible Employee provided that he or she is a Participant or the Employer reasonably anticipates that he or she will become a Participant in accordance with Article Three.

(b) "Rollover Contribution" means (i) a contribution to this Plan of an amount distributed from another Qualified Plan or tax-preferred retirement vehicle which qualifies as a "rollover' or "direct rollover" under the Code, or (ii) a transfer from the trustee of another such plan to the Trustee of this Plan if such other plan permits such "Trustee Transfer", provided, however, such Trustee Transfer shall be credited to a Rollover Contribution Account which is separate from any other Rollover Contributions. The plan will accept a direct rollover of an eligible rollover distribution from: (a) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions, (b) an annuity contract described in

section 403(b) of the Code, excluding after-tax employee contributions, and (c) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The plan will also accept a participant contribution of an eligible rollover distribution from: (a) a qualified plan described in section 401(a) or 403(a) of the Code, (b) an annuity contract described in section 403(b) of the Code, and (c) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. Further, the plan: will accept a participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

(c) Acceptance and Return. If any Rollover Contribution includes property other than money, the Employer may refuse to accept such Rollover Contribution or may condition its acceptance upon such terms and conditions as the Employer may deem reasonable. Prior to the acceptance of a Rollover Contribution, the Employer may require the submission of evidence so that it is satisfied that such Contribution qualifies as a Rollover Contribution. If the Employer subsequently determines that a contribution hereunder does not qualify as a Rollover Contribution, the Employer shall direct the Trustee to return such contribution (and earnings if applicable) to the Employee or plan, as the case may be, as soon as practicable.

(d) Allocation and Vesting. A Rollover Contribution shall be credited to one or more Rollover Contribution Accounts maintained for the Employee. The Employee shall at all times have a nonforfeitable right in 100% of his or her Rollover Contribution Account(s).

(e) Limited Participation. An Employee who is not a Participant and who makes a Rollover Contribution shall be deemed to be a Participant for purposes of and with respect to his or her Rollover Contribution Account but not for any other Plan purposes until such time, if any, that he or she becomes a Participant in accordance with Article Three.

ARTICLE SIX

VESTING

Section 6.1 Full Vesting. Each Participant shall have a nonforfeitable right in one hundred percent (100%) of his or her Employer Contribution Account, Voluntary Contribution Account, and Rollover Account.

Section 6.2 Imposition of Vesting Schedule.

(a) Availability of Election. If the Plan is amended to impose a vesting schedule (or the Plan is affected in any way which directly or indirectly affects the calculation of the Participant's nonforfeitable percentage in his or her Accounts), each Participant whose nonforfeitable percentage in one or more of his or her Accounts is determined under such schedule as amended and who has completed at least three (3) Vesting Years of Service (prior to the expiration of the election period described in this Section) may irrevocably elect to have his or her nonforfeitable percentage determined without regard to such amendment. The Employer shall provide each such Participant with written notice of the adoption of the amendment and the availability of the election. In the alternative, the Employer may elect to apply the most favorable schedule or provision (that at each point in time provides the greatest nonforfeitable interest to each Employee) in lieu of providing the election to Employees. For purposes of this subsection, all Vesting Years of Service shall be taken into account.

(b) Election Requirements. The election referred to in subsection (a) must be in writing and must be filed with the Employer during the period beginning on the date the amendment is adopted and ending on the latest of the following: (i) the date sixty (60) days after the date the amendment is adopted; (ii) the date sixty (60) days after the date the amendment becomes effective; or (iii) the date sixty (60) days after the date the Participant is issued written notice of the amendment.

(c) "Vesting Year of Service" means a Computation Period during which the Employee is credited with 1,000 or more Hours of Service. All of a Participant's Vesting Years of Service shall be taken into account except as follows:

(i) Pre-Break Service. If a Participant incurs 5 or more consecutive One Year Breaks in Service and if he or she did not have any Vested Benefit on or at any time prior thereto, his or her Vesting Years of Service prior to such Breaks in Service shall be disregarded if his or her consecutive One Year Breaks in Service equal or exceed the number of such prior Vesting Years of Service (not including any Vesting Years of Service not required to be taken into account under this subparagraph by reason of any prior One Year Breaks in Service).

(ii) Post-Break Service. If a Participant incurs 5 or more consecutive One Year Breaks in Service, his or her Vesting Years of Service completed after such One Year Breaks in Service shall be disregarded.

(iii) Excluded Service. Vesting Years of Service are disregarded during the period prior to the Employee's 18th birthday.

(d) Terminated Participants. Except to the extent provided otherwise herein, if the Plan's vesting schedule is amended, either by subsequent amendment to this Plan or because this Plan is an amendment of an existing plan, then the Participant's nonforfeitable interest in his or her Accounts shall be determined in accordance with the vesting schedule in effect at the date of the Participant's Termination of Employment.

ARTICLE SEVEN

TIMING OF DISTRIBUTIONS

The provisions of this Article are subject to the provisions of Articles Eight and Nine.

Section 7.1 Termination of Employment. The distribution of benefits shall commence to the Participant as soon as administratively practicable after the Participant's Termination of Employment (for reasons other than death) except to the extent the Participant is permitted to and elects to defer the commencement of benefits until a later date. Distributions shall not commence prior to a Participant's Termination of Employment except to the extent provided otherwise in this Plan. Benefits which are payable on account of the Participant's death shall be paid at the time prescribed in Articles Eight and Nine.

Section 7.2 Distributions During Employment. Participants may withdraw benefits prior to a Termination of Employment in accordance with this Section and Section 7.3. A Participant's withdrawals pursuant to said Sections shall not exceed the nonforfeitable balance in such Account(s) which are being withdrawn as of the Valuation Date which immediately precedes or coincides with the date of the withdrawal. The withdrawal of Voluntary Contributions shall be made pursuant to Article Five.

Section 7.3 Distributions after Age 62. A Participant who has reached age 62 may withdraw his or her benefits prior to Termination of Employment upon filing a request with the Employer.

Section 7.4 Restrictions on Distributions.

(a) Consent. Notwithstanding any other provisions of this Article and Article Eight, no portion of a Participant's benefits shall be distributed prior to his or her death or Immediate Distribution Date unless within 180 days prior to the Annuity Starting Date written consent to the distribution is given:

(i) by both the Participant and his or her Spouse (except as provided otherwise in subsection (ii) below), if they are married at the Annuity Starting Date and if benefits are not paid in the form of a Joint and Survivor Annuity;

(ii) by the Participant only, if he or she is not married at the Annuity Starting Date or if benefits are paid in the form of a Joint and Survivor Annuity; or

(iii) by the surviving Spouse only, if the Participant is deceased and benefits are payable in the form of a Preretirement Survivor Annuity.

(b) Definitions

(i) "Immediate Distribution Date" means, with respect to each Participant, the date he or she attains (or would have attained had he or she survived) the later of age 62 or his or her Normal Retirement Date.

(ii) "Annuity Starting Date", "Joint and Survivor Annuity" and "Preretirement Survivor Annuity" are defined in Section 8.4.

(c) Notice. A consent pursuant to subsection (a) shall not be given effect unless the Participant (and/or his or her Spouse if applicable) are notified in writing of their right to defer any distribution until the Immediate Distribution Date and are notified in a manner which is comparable to the requirements of Section 8.4(c). In addition, such notification shall inform the Participant of the following: the rules under which he or she has the right to direct payment of any "eligible rollover distribution" to an "eligible retirement plan" pursuant to Code §401(a)(31), hereunder called a "direct rollover"; the rules under which the Plan shall withhold 20% of the distribution for federal income tax purposes unless the eligible rollover distribution is paid in a direct rollover; the rules under which the Participant will not be subject to tax if the distribution is rolled over within 60 days of the distribution to another eligible retirement plan; and, if applicable, the special rules regarding the taxation of the distribution as described in Code §402(d). The Employer shall provide the written notification no less than 30 days and no more than 180 days prior to the Annuity Starting Date.

(d) $5,000 Exception. The provisions of subsection (a) shall not apply with respect to a Participant if the value of his or her benefits is not greater than $5,000. (The value of a Participant's benefits shall at all times be treated as greater than $5,000 if at the time of any prior distribution such value exceeded $5,000.) In this event, the Plan shall pay benefits to the Participant (or Beneficiary if the distribution is on account of the Participant's death) as soon as administratively practicable in a lump sum payment (or, if the Participant or Beneficiary who is a Spouse elects, in the form of a direct rollover) upon the Participant's Termination of Employment without obtaining the consent of the Participant (or the Beneficiary). Effective March 28, 2005, in the event of a distribution that is greater than $1,000, in accordance with the provisions of this Section 7.4(d), if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1, then the Plan will pay the distribution in a direct rollover to an individual retirement plan designated by the Employer.

(e) Expedited Payment Exception. Notwithstanding the foregoing, the distribution of benefits may commence less than 30 days after the notice is provided to the Participant as required in this Plan and pursuant to Code §§402(f), 411, 401(a)(11) and 417, so long as (i) the Participant (and spouse if the Participant is married) is informed in writing that the Participant (and spouse if the Participant is married) has the right to a period of at least 30 days after receiving the notice to consider the Participant's distribution options (including whether to receive or waive the Annuity form of payment and whether to receive payment in the form of a direct rollover), (ii) the Participant, after receiving the notice, affirmatively elects a distribution within such 30-day period, (iii) for a period of 7 days after the notice is provided to the Participant (and spouse if the Participant is married), the Participant may revoke an affirmative election and change his or her mind and take additional time to consider his or her payment options if the Participant affirmatively elects the distribution within said 30 days, and (iv) distribution does not commence earlier than on the 8th day after said notice is provided to the Participant.

(f) Other Exceptions. A consent shall not be required under this Section to the extent that a distribution is required to satisfy Code §§401(a)(9) or 415. In addition, upon Plan termination benefits may be distributed without consent or be transferred without consent to another Qualified defined contribution Plan (other than an employee stock ownership plan as defined in Code §4975(e)(7)) within the same controlled group.

Section 7.5 Commencement of Benefits. Unless the Participant elects otherwise, the distribution of benefits during his or her lifetime shall begin no later than the 60th day after the latest of the close of the Plan Year in which --

(a) the Participant attains Normal Retirement Date,

(b) occurs the 10th anniversary of the year in which the Participant commenced participation in the Plan, or

(c) the Participant incurs a Termination of Employment.

The failure of a Participant to consent to a distribution of benefits prior to the Normal Retirement Date shall be deemed to be an election to defer the commencement of benefit payments sufficient to satisfy this Section.

Section 7.6 QDRO Earliest Retirement Age. Distributions pursuant to a qualified domestic relations order ("QDRO") prior to the Participant's "earliest retirement age" (as defined in Code §414(p)) are permitted at the alternate payee's election.

Section 7.7 Other Rules. Any distributions of benefits which are made pursuant to this Article shall be subject to the provisions contained in Articles Eight and Nine, unless specifically excluded therefrom.

ARTICLE EIGHT

FORM OF PAYMENT, ANNUITY REQUIREMENTS, AND OTHER DISTRIBUTION RULES

Definitions specifically relating to this Article Eight are contained in Section 8.4.

Section 8.1 Method of Payment of Lifetime Benefits.

(a) Annuity Payment. Benefits which are paid with respect to a Participant who survives his or her Annuity Starting Date shall be distributed in the form of an Annuity unless he or she files an Election in accordance with Section 8.4(d), in which event his or her benefits shall be paid in accordance with subsection 8.1(b).

(b) Optional Forms of Payment. The benefits of a Participant who survives his or her Annuity Starting Date and which are not paid in the form of an Annuity shall be payable in one of the following forms as selected by the Participant:

(i) in a lump sum;

(ii) in a direct rollover pursuant to and to the extent provided under Section 8.1(c);

(iii) in monthly, quarterly or annual installments

(iv) in an annuity or endowment contract purchased from a legal reserve life insurance company selected by the Employer, which annuity or endowment contract must provide for non-increasing payments over a period certain which does not extend beyond the life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and the Participant's spouse

(v) in any combination of (i) through (iv) above.

The Trustees shall, at the Participant's request, accelerate payments or make irregular payments. Each such available form of payment shall comply with Articles Seven, Eight and Nine hereunder.

(c) "Direct Rollover" The Plan must make payment available in a direct rollover to an "eligible retirement plan" pursuant to and to the extent permitted under Code §401(a)(31). A direct rollover shall only be available to the Participant with respect to a lump sum distribution, each installment which is not one of a series of substantially equal periodic payments made for a specified period of 10 years or more or over the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's Beneficiary, and with respect to any other distribution which qualifies as an "eligible rollover distribution" under the Code. The Participant may elect a direct rollover method of payment for all or any portion of each eligible rollover distribution, subject to Employer rules. In addition to being available to the Participant, the direct rollover shall be available to the Participant's Spouse, surviving

Spouse or former Spouse, as the case may be, if payment is to be made to such Spouse on account of the Participant's death or on account of a qualified domestic relations order. Further, effective January 9, 2007, a direct rollover shall be available to any other Beneficiary entitled to benefits as a result of the Participant's death. Accounts which are paid in a direct rollover shall be valued in accordance with this Plan to reflect the underlying method of payment (for example, lump sum payment or installments). The Employer shall prescribe rules and procedures which shall be uniformly applied to similarly-situated Participants which are appropriate to administer direct rollovers or limit their availability in accordance with Internal Revenue Service guidance. For purposes of the direct rollover provisions in this Section 8.1(c) of the Plan, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. Further, 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 includible 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, or to a qualified defined contribution plan described in section 401(a) or 403(a) 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. Effective January 1, 2008, an eligible retirement plan shall also include a Roth IRA described in Code Section 408A(b). Effective as of January 1, 2010, an eligible rollover distribution also includes a distribution to a non-spouse Beneficiary who is a Participant's designated beneficiary under Code Section 401(a)(9)(E) and the regulations thereunder.

Section 8.2 Method and Timing of Death Benefit Payments.

(a) Preretirement Survivor Annuity. In the case of an Eligible Employee who becomes a Participant prior to February 1, 2012 and who dies before his or her Annuity Starting Date, fifty percent (50%) of his or her benefits shall be payable in the form of a Preretirement Survivor Annuity, and the balance of his or her benefits shall be paid to his or her Beneficiary in the manner and at the time provided under subsection (b) below. In the case of an Eligible Employee who becomes a Participant on or after February 1, 2012 and who dies before his or her Annuity Starting Date, one hundred percent (100%) of his or her benefits shall be payable in the form of a Preretirement Survivor Annuity.

(b) Other Payment. Notwithstanding subsection (a) above, if a Participant who dies before his or her Annuity Starting Date files an Election in accordance with Section 8.4(d) or if he or she is not married on the date of his or her death, all of his or her benefits shall be distributed to his or her Beneficiary in a lump sum payment as soon as administratively possible following the Valuation Date first to occur after the Participant's death; however, prior to death the Participant may file a written election with the Employer (and absent such election the Beneficiary may file such election unless prohibited by the Participant) to have such death benefits be paid in a different manner or at a different time if otherwise allowed for under the terms of this Plan. Notwithstanding the foregoing, in accordance with applicable law a Spouse may after the Participant's death disclaim all or a portion of the death benefits payable to the

Spouse (in which event the disclaimed benefits shall be payable to other Beneficiaries under this Plan).

Notwithstanding the foregoing, and unless an earlier date is required by law or by the other terms of this Plan, the provisions of this paragraph apply effective June 1, 1996. If the Beneficiary is other than the Spouse, the death benefits must be paid to the Beneficiary no later than the December 31st next following the fifth anniversary of the date of the Participant's death. Also, if the Beneficiary is the Spouse and the Spouse dies before receiving all of the Participant's benefits, the benefits remaining on the death of the Spouse must be paid to the remaining Beneficiary no later than the December 31st next following the fifth anniversary of the date of the Spouse's death.

Section 8.3 Preserved Forms of Payment. Notwithstanding any provision in this Plan to the contrary, no method of payment, provision dealing with the timing of payment, any "optional form of payment" or "§411(d)(6) protected benefit" within the meaning of Code §§401(a)(4) and 411(d)(6) (such forms of payment to be collectively referred to as "preserved payments") (i) which are permitted under the terms of this Plan or under the terms of this Plan prior to its restatement, or (ii) which are permitted under another Qualified Plan which transfers benefits to this Plan, may be eliminated or be modified by the provisions of this Plan, by amendment to this Plan, or by Employer discretion or otherwise with respect to a Participant's benefits attributable to service prior to such adoption of this Plan, amendment or restatement or prior to said transfer, unless Treasury Regulations §1.401(a)-4 and/or §1.411(d)-4 (including the "elective transfer" and transitional rules thereunder) or other Code or ERISA rules or procedures provide otherwise. Any such preserved payments shall continue to be available under this Plan with respect to benefits attributable to such prior service.

Section 8.4 Rules and Definitions Relating to Annuities.

(a) "Annuity" means --

(i) with respect to a Participant who has a Spouse on his or her Annuity Starting Date, a "Joint and Survivor Annuity", which is an immediate annuity for his or her life with a survivor annuity for the life of his or her Spouse. The survivor annuity shall be one-hundred percent (100%) of the amount of the annuity which is payable during their joint lives;

(ii) with respect to a Participant who does not have a Spouse on his or her Annuity Starting Date, a "Single Life Annuity", which is an immediate annuity for his or her life.

A Participant (without the consent of his or her Spouse, if any) may elect to have the Annuity commence upon the earliest date on which he or she is entitled to receive benefits under the terms of this Plan.

(b) "Preretirement Survivor Annuity" means an annuity for the life of a Participant's surviving Spouse. Unless the Spouse elects a later date, the Preretirement Survivor Annuity shall commence within a reasonable time after the Participant's death. The amount of the

Participant's Voluntary Contribution Account and Rollover Contribution Account which is used to provide such Annuity shall bear the same ratio to the total benefits being used to provide the Annuity that the Participant's total Voluntary Contribution Account and Rollover Contribution Account bears to the aggregate of all of the Participant's Accounts.

(c) Notification Rules.

(i) Annuities. No less than 30 days (unless allowed otherwise pursuant to Section 7.4(e)) and no more than 180 days prior to the Annuity Starting Date, the Employer shall provide each Participant with a written explanation of: (A) the terms and conditions of the Annuity, (B) the Participant's right to make an Election and the effect thereof, (C) the rights of a Participant's Spouse with respect to the Annuity and the Election, and (D) the right to revoke an Election and the effect thereof. The explanation must include a general description and explanation of the eligibility conditions and relative values and other material features of optional forms of benefit available under the Plan.

(ii) Preretirement Survivor Annuity. The Employer shall provide each Participant with a written explanation of the Preretirement Survivor Annuity which is comparable to the explanation required in subsection (i). The explanation shall be provided during whichever of the following periods ends last:

(A) the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year preceding the Plan Year in which the Participant attains age 35;

(B) a period beginning one year prior to the date an Employee becomes a Participant and ending one year after such date; or

(C) a period beginning one year prior to the date the exception in subsection (c)(iii) below ceases to apply and ending one year after such date.

Notwithstanding the foregoing, with respect to a Participant who incurs a Termination of Employment before the Participant attains age 35, the explanation shall be provided during the period which begins one year prior to the date of Termination and ends one year after such date. If such a Participant thereafter returns to employment with the Employer, this subsection (ii) shall again apply.

(iii) Exception. The Employer shall not be required to provide the notice described in subsection (i) or the notice described in subsection (ii), as the case may be:

(A) if the Plan fully subsidizes the costs of the Annuity or Preretirement Survivor Annuity; and

(B) if such Annuity or Preretirement Survivor Annuity, as the case may be, may not be waived and if a beneficiary who is not the Spouse may not be designated.

This Plan "fully subsidizes the costs" if no increase in cost or decrease in benefits to the Participant may result from his or her failure to elect another benefit.

(d) "Election" means a Participant's written waiver of the Annuity or the Preretirement Survivor Annuity to which his or her Spouse consents in writing and which is filed with the Employer within the Election Period. The Election must designate a specific Beneficiary, including any class of Beneficiaries or contingent Beneficiaries, and with respect to the Annuity only (and not the Preretirement Survivor Annuity), the form of benefit payment, which may not be changed without the Spouse's consent; provided, however, the foregoing shall not apply if the Spouse's consent to the Election (i) expressly permits designations or changes by the Participant without any requirement of the Spouse's consent and (ii) acknowledges that the Spouse has the right to limit consent only to a specific beneficiary (and/or a specific form of benefit payment in the case of the Annuity) and the Spouse voluntarily elects to relinquish one or both of such rights. The Spouse's consent must acknowledge the effect of the Election and be witnessed by the Employer or a notary public. However, the Spouse's consent is not required and the Participant's waiver shall be deemed an Election if the Participant establishes to the satisfaction of the Employers that the Spouse's consent cannot be obtained because there is no Spouse or the Spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may prescribe. Any consent by a Spouse (or establishment that the consent cannot be obtained) shall be effective only with respect to such Spouse. An Election may be revoked by the Participant without the consent of his or her Spouse at any time during the Election Period. There shall be no limit as to the number of Elections or revocations thereof which may be made during the Election Period. An Election shall not be valid with respect to a Participant unless the notification requirements of subsection (c) are followed.

(e) "Election Period" means --

(i) with respect to the Annuity, the 180-day period ending on the Annuity Starting Date; and

(ii) with respect to the Preretirement Survivor Annuity, the period beginning on the first day of the Plan Year in which the Participant attains age 35 (the "first day") and ending on the date of his or her death; provided, however, if he or she incurs a Termination of Employment prior to the first day, the Election Period with respect to his or her benefits accrued as of the date of his or her Termination shall begin on such date. Notwithstanding the foregoing, the Election Period shall include any period prior to the first day if the Participant receives notification of the Preretirement Survivor Annuity prior to an Election in terms which are comparable to those set forth in subsection (c)(i). Any Election which is filed prior to the first day shall automatically become invalid and ineffective on the first day and a new Election must subsequently be filed in accordance with this Section on or after the first day in order for the Participant to waive the Preretirement Survivor Annuity.

(f) "Annuity Starting Date", whether or not benefits are payable by reason of a Participant's Disability, means the first day of the first period for which an amount is paid as an annuity or in any other form.

(g) Benefits Used to Provide the Annuities. For purposes of calculating the benefits of a Participant which are paid in the form of an Annuity or a Preretirement Survivor Annuity, all benefits shall be taken into account (whether vested before or upon death and including the proceeds of any Insurance Contracts) except for any benefits which are payable pursuant to a qualified domestic relations order (as defined in §414(p) of the Code).

(h) Domestic Relations Order. To the extent provided under a qualified domestic relations order (as defined in §414(p) of the Code), a Participant's former spouse shall be treated as his or her Spouse or surviving Spouse for purposes of this Article (and the Participant's current Spouse shall not be treated as his or her Spouse for such purposes).

(i) Effective Date. The provisions of this Article with respect to the Annuity, the Preretirement Survivor Annuity and the Spouse's benefit under this Article Eight apply only in the manner and to the extent provided in §303 of the Retirement Equity Act of 1984 to (i) Participants who are credited with at least one Hour of Service on or after August 23, 1984, and (ii) to any other Participants or former Participants.

Section 8.5 Exceptions to Lifetime and Death Annuity Rules. Notwithstanding any provision in this Article to the contrary, this Section shall apply with respect to benefits which are payable in the form of an Annuity or Preretirement Survivor Annuity.

(a) $5,000 Exception. Such benefits shall be distributed as soon as administratively practicable in a lump sum (or, if the Participant or Spouse Beneficiary elects, in a direct rollover) if the value of a Participant's benefits is not greater than $5,000. (The value of a Participant's benefits shall at all times be treated as greater than $5,000 if at the time of any prior distribution such value exceeded $5,000.) Effective March 28, 2005, in the event of a distribution greater than $1,000, in accordance with the provisions of this Section 8.5, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1, then the Plan will pay the distribution in a direct rollover to an individual retirement plan designated by the Employer.

(b) Payment Election. With respect to the Annuity, the Participant (and his or her Spouse if he or she is married) may elect to receive such Annuity in any other form of payment which is permitted in Section 8.1(b). With respect to the Preretirement Survivor Annuity or the survivor annuity portion of the Joint and Survivor Annuity, the surviving Spouse may elect at any time to receive such annuity in any other form of payment which is permitted in Section 8.1(b) unless the Participant prohibits such Spousal election. Any election pursuant to this Section shall be in writing, shall acknowledge the effect of the election and shall be witnessed by the Plan Administrator or a notary public. Also see Section 8.2(b) for an exception applicable to the Preretirement Survivor Annuity.

Section 8.6 Medium of Payment. The Employer may direct the Trustee to make distributions in cash or in property, or partly in each, provided property is distributed at its fair market value on the date of distribution. If any benefits are to be paid in the form of an Annuity or a Preretirement Survivor Annuity, the Employer shall direct the Trustee to provide such benefits

by the purchase and delivery of a nontransferable annuity contract from an insurance company. Each such contract shall comply with all of the requirements of this Plan, including without limitation, the annuity provisions of this Article and the distribution requirements of Articles Seven and Nine.

Section 8.7 Date for Determining Value of Account Balance. Notwithstanding the date or dates upon which distributions of benefits are made, such distributions shall be based upon the value of the Participant's Accounts as of the immediately preceding Valuation Date.

Section 8.8 Trustee to Trustee Transfer to Another Plan. Upon the written request of a Participant, the Employer may direct the Trustee to transfer such Participant's benefits in a lump sum directly to the trustee of another Qualified Plan, an individual retirement account (as described in Code §408), or to such other vehicle agreed to by the Trustee. A transfer shall not be made unless the trustee of such Qualified Plan (or other vehicle) agrees to accept the transfer, such Qualified Plan (or other vehicle) provides that the Participant shall at all times have a nonforfeitable right in 100% of the amount transferred (as adjusted by Trust Fund Earnings), and such Qualified Plan (or other vehicle) complies with any other requirements which the Employer imposes. The provisions of this Plan, including without limitation, this Article, shall apply to such transfer as if it were a lump sum distribution.

Section 8.9 Beneficiary of Death Benefits.

(a) Designation by Participant. Each Participant may designate as his or her Beneficiary the person(s) to whom his or her benefits shall be paid in the event he or she dies prior to receiving all of his or her benefits. Such designation shall be in such written form as the Employer requires, shall be effective only when filed with the Employer during the Participant's life, shall cancel and revoke all prior designations, and may include contingent Beneficiaries.

(b) Exception to Designation. Notwithstanding subsection (a), the Participant's designation shall be effective only to the extent the Participant's benefits are not required to be paid to his or her Spouse in accordance with Section 8.2.

(c) Ordering Provisions. Any portion of a Participant's benefits which is not paid to his or her Spouse in accordance with the other provisions of this Article shall be paid:

(i) to the person(s) designated in accordance with subsection (a) above;

(ii) but if they do not survive the Participant, then to the person(s) designated as his or her contingent Beneficiary under subsection (a) above;

(iii) but if they do not survive the Participant or if no Beneficiary designation is in effect upon his or her death, then to his or her Spouse;

(iv) but if his or her Spouse does not survive the Participant, or if the Participant has no Spouse, *per stirpes* (as defined in §854.04(1) of the Wisconsin Statutes) to his or her descendants who survive him;

(v) but if no such descendants survive the Participant, then to his or her estate.

(d) Payments Upon Death of Beneficiaries. Any Spouse or other Beneficiary entitled to receive benefits in accordance with this Article and Section may designate as his or her beneficiary the person(s) to whom his or her benefits shall be paid in the event he or she dies prior to receiving all of his or her benefits. Such designation shall be in such written form as the Employer requires, shall be effective only when filed with the Employer during such person's life, shall cancel and revoke all prior designations, and may include contingent beneficiaries. If any such Spouse or other Beneficiary entitled to receive benefits dies prior to receiving all of such benefits, the balance of his or her benefits shall be paid: to the person(s) designated in accordance with this subsection (d); but if they do not survive him or her, then to the person(s) designated as his or her contingent beneficiary; but if they do not survive him or her, then to his or her estate.

Section 8.10 Failure to Locate Participant. If a Participant or Beneficiary is entitled to a payment of benefits under this Plan but cannot be located, a notice shall be issued to his or her last known address as soon as administratively possible and the Employer shall take all reasonable steps to locate the Participant or Beneficiary. If the Participant or Beneficiary does not respond to such efforts, his or her Accounts shall be treated as a Forfeiture and (in the discretion of the Employer) shall either be applied to provide the Employer Contribution for the Plan Year and/or be applied to offset administrative expenses of the Plan. If the Participant or Beneficiary subsequently files a claim for benefits, the amount forfeited (unadjusted for Trust Fund Earnings) shall be reinstated to his or her Accounts and distributed, and such payment shall be accounted for by charging it against Forfeitures arising during the Plan Year which have not been allocated or by a special contribution from the Employer.

Section 8.11 Minors and Persons Under Other Legal Disability. The distribution of benefits to a minor or a person under other legal disability shall be made at the direction of the Employer: (a) to either of his or her natural or adoptive parents, his or her legal guardian or conservator or any other person in *loco parentis* to him or her; (b) to his or her custodian under any Uniform Gifts to Minors Act or Gifts of Securities to Minors Act; or (c) by expenditures for his or her education and support. The Employer and Trustee shall not be under any duty to see to the proper application of such payments.

ARTICLE NINE

MINIMUM DISTRIBUTION REQUIREMENTS

Section 9.1 General Rules. The requirements of this article will take precedence over any inconsistent provisions of the Plan. All distributions required under this Article Nine will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code; provided that distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to section 242(b)(2) of TEFRA. Code Section 401(a)(9)(H) permitted certain plans to suspend minimum required distributions during 2009. This Plan did permit Participants to elect to suspend their minimum required distributions during 2009.

Section 9.2 Time and Manner of Distribution.

(a) 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.

(b) 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:

(i) 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 the Participant's Required Beginning Date, if later.

(ii) 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.

(iii) 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.

(iv) 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 9.2(b), other than section 9.2(b)(i), will apply as if the surviving spouse were the Participant.

For purposes of this section 9.2(b) and section 9.4, unless section 9.2(b)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If section

9.2(b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section 9.2(b)(i). 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 9.2(b)(i)), the date distributions are considered to begin is the date distributions actually commence.

(c) 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 9.3 and 9.4 of this article. 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 9.3 Required Minimum Distributions During Participant's Lifetime.

(a) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, unless waived or modified by the appropriate authority, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(i) 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

(ii) 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.

(b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this section 9.3 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 9.4 Required Minimum Distributions After Participant's Death.

(a) Death On or After Date Distributions Begin.

(i) 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:

(1) 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.

(2) 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.

(3) 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.

(ii) 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.

(b) Death Before Date Distributions Begin.

(i) 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 9.4(a).

(ii) 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.

(iii) 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 9.2(b)(i), this section 9.4(b) will apply as if the surviving spouse were the Participant.

(c) Death After December 31, 2019. In addition to the requirements in (a) and (b) above, if a Participant dies after December 31, 2019, the remaining account balance must be distributed to beneficiaries within 10 years after the Participant's date of death unless the beneficiary is an "Eligible Designated Beneficiary" as defined in Section 401(a)(9)(E) of the Code. An Eligible Designated Beneficiary is an individual who, with respect to the Participant, on the date of his or her death, is:

(i) the surviving spouse of the Participant;

(ii) a child of the Participant who has not reached majority;

(iii) a chronically ill individual as defined in Code Sec. 401(a)(9)(E)(ii)(IV); or

(iv) any other individual who is not more than ten years younger than the Participant.

Following the death of an Eligible Designated Beneficiary, the Account balance must be distributed within 10 years after the death of the Eligible Designated Beneficiary. After a child of the Participant reaches the age of majority, the balance in the Account must be distributed within 10 years after that date.

Section 9.5 Definitions.

(a) 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.

(b) 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 9.2(b). 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.

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

(d) 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.

(e) Required Beginning Date. The date described below:

(i) Non-5% Owners. The Required Beginning Date of a Participant who is not a 5% owner is the April 1st of the calendar year following the calendar year in which the later of retirement or attainment of age 70½ occurs; provided that for a Participant who is not a 5% owner and attains age 70½ after December 31, 2019, the Required Beginning Date is the April 1st of the calendar year following the calendar year in which the later of retirement or attainment of age 72 occurs.

(ii) 5% Owners. The Required Beginning Date of a Participant who is a 5% owner is the April 1st following the calendar year in which the Participant attains age 70½½; provided that for a 5% owner who attains age 70½ after December 31, 2019, the Required Beginning Date is the April 1st of the calendar year following the calendar year in which the Participant attains age 72..

(iii) Transitional Rules. The Plan hereby incorporates any transitional rules that apply to the definition of Required Beginning Date. In particular, in connection with the Small Business Job Protection Act of 1996, Participants who after the enactment of such Act were at least age 70½, were not 5% owners, and who were still employed by the Employer, were given the option to not receive the minimum distributions required under the law as the law existed prior to such Act (and instead such Participants will receive such minimum distributions that are required under the Plan as hereby restated under the Act (e.g., when the over-age-70½ Participant retires). Subject to the foregoing, this subsection is effective January 1, 1997.

(iv) "5% owner" means, for purposes of this Section, a Participant who is a 5% owner of the Employer as defined in Code §416(i) (but determined without regard to whether the Plan is Top-Heavy) at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70½ or 72 as the case may be (or any other Plan Year as required by the Code or regulations thereunder).

ARTICLE TEN

TOP-HEAVY PROVISIONS

Section 10.1 In General. Notwithstanding any other provision herein, the Plan must satisfy the requirements of this Article if the Plan is Top-Heavy for any Plan Year.

Section 10.2 Definitions and Designations.

(a) "Employer", when used in this Article, shall include the Employer and any Commonly Controlled Entity of the Employer except as otherwise provided in Code §416.

(b) "Determination Date" means (i) for the first Plan Year, the last day of that Plan Year, and (ii) for all subsequent Plan Years, the last day of the preceding Plan Year.

(c) "Determination Period" means the Plan Year containing the Determination Date and the 4 preceding Plan Years.

(d) "Key Employee" means any employee or former employee (including any deceased employee) who at any time during the plan year that includes the determination date was an officer of the employer having annual compensation greater than $175,000 (as adjusted under section 416(i)(1) of the Code for plan years beginning after December 31, 2002), a 5-percent owner of the employer, or a 1- percent owner of the employer having annual compensation of more than $150,000. For this purpose, annual compensation means Code §415 Compensation. The determination of who is a key employee will be made in accordance with section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

The determination of who is a Key Employee shall be made in accordance with Code §416 and regulations thereunder. In addition, for purposes of this subsection (d), "Code §415 Compensation" includes amounts contributed by the Employer pursuant to a salary reduction agreement which are excludible from the Employee's gross income under Code §§125, 402(a)(8), 402(h), 403(b) or 408(p)(2)(A)(i).

(e) "Permissive Aggregation Group" means the Required Aggregation Group, plus any other Qualified Plan(s) of the Employer which, when considered together with the Required Aggregation Group, satisfy the requirements of Code §§401(a)(4) and 410.

(f) "Required Aggregation Group" means --

(i) each Qualified Plan of the Employer (including any which are terminated) in which a Key Employee participates at any time during the Determination Period; and

(ii) any other Qualified Plan of the Employer (including any which are terminated) which during the Determination Period enables a Plan described in subparagraph (i) to meet the requirements of Code §§401(a)(4) or 410.

(g) Top-Heavy. The Plan is "Top-Heavy" if:

(i) the Top-Heavy Ratio for the Plan exceeds 60% and the Plan is not part of a Required Aggregation Group or Permissive Aggregation Group;

(ii) the Plan is a part of a Required Aggregation Group but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60%; or

(iii) the Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

(h) Top-Heavy Ratio

(i) Defined Contribution Plans. If the Employer maintains one or more defined contribution plans (including a simplified employee pension plan) and the Employer has not maintained a defined benefit plan which during the Determination Period had accrued benefits, the Top-Heavy Ratio for the Plan alone or for the Required or Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of Accounts of all Key Employees as of the Determination Date (including any part of an Account distributed during the Determination Period) and the denominator of which is the sum of all Accounts (including any part of an Account distributed during the Determination Period), both computed in accordance with Code §416. Both the numerator and denominator of the Top-Heavy Ratio shall be adjusted to reflect any contribution not actually made as of the Determination Date but which is required to be taken into account on that date under Code §416.

(i) Defined Contribution and Defined Benefit Plans. If the Employer maintains one or more defined contribution plans (including a simplified employee pension plan) and the Employer has maintained one or more defined benefit plans which during the Determination Period had accrued benefits, the Top-Heavy Ratio for any Required or Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of Accounts for all Key Employees under such defined contribution plan(s) (determined in accordance with subsection (i) above) and the present values of accrued benefits of all Key Employees under such defined benefit plan(s) as of the Determination Date, and the denominator of which is the sum of all accounts under such defined contribution plan(s) (determined in accordance with subsection (i) above) and the present values of accrued benefits of all Participants under such defined benefit plan(s) as of the Determination Date, all determined in accordance with Code §416. The accrued benefits under a defined benefit plan in the numerator and/or denominator of the Top-Heavy Ratio shall be adjusted for any distribution of an accrued benefit made during the Determination Period.

(ii) Operating Rules. For purposes of subsections (i) and (ii), the Accounts and the present value of accrued benefits will be determined as of the most recent Valuation Date that ends with or within the 12-month period ending on the Determination

Date, except as provided in Code §416 for the first and second Plan Year of a defined benefit plan. The Accounts and accrued benefits of a Participant (A) who is not a Key Employee but who was a Key Employee in a prior Plan Year, or (B) who has not performed any services for the Employer maintaining the Plan at any time during the Determination Period will be disregarded. The calculation of the Top-Heavy Ratio and the extent to which distributions and Rollover Contributions are taken into account will be made in accordance with Code §416. When aggregating Qualified Plans, the value of Accounts and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year. The accrued benefit of an Employee other than a Key Employee shall be determined under (A) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (B) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code §411(b)(1)(C).

(iii) Super Top-Heavy. The Plan is "Super Top-Heavy" if the number "90" is substituted for the number "60" wherever it appears in subsection (g) and if any of the conditions set forth in subsection (g) (as modified by this subsection) exist.

(j) The "present value" of a Participant's accrued benefit under a defined benefit plan shall be based on such interest and mortality rates permitted to be used under the Code and as selected by the Employer.

(k) "Valuation Date" means, for purposes of this Article, the last day of each Plan Year and such other Valuation Date(s) as directed by the Employer.

(l) Simplified employee pensions (within the meaning of Code §408) shall be treated as Qualified defined contribution Plans to the extent provided under Code §416 and regulations thereunder.

Section 10.3 Minimum Allocations.

(a) General Rule. For each Plan Year in which the Plan is Top-Heavy, each Participant who is not a Key Employee and who is an Eligible Employee on the last day of the Plan Year shall receive an allocation of the Employer Contribution and Forfeitures at least equal to the lesser of:

(i) 3% of such Participant's Compensation, or

(ii) an amount which bears the same ratio to the Participant's Compensation that the sum of the Employer Contributions and Forfeitures allocated to the Account of a Key Employee bears to such Key Employee's Compensation, but taking into account only the Key Employee for whom such percentage is the highest for such Plan Year; provided, however, this subparagraph (ii) shall not apply if the Plan is included in a Required Aggregation Group and the Plan enables a defined benefit plan included in the Required Aggregation Group to meet the requirements of §401(a)(4) or §410 of the Code.

(b) Operating Rules. The minimum allocation required under this Section shall be determined in accordance with the following:

(i) A Participant shall receive the minimum allocation even though, under other Plan provisions, he or she would have received a lesser allocation for the Plan Year because his or her Compensation is less than a stated amount.

(ii) The minimum allocation shall be determined without regard to Social Security integration.

(iii) For purposes of this Section, Compensation means Compensation as defined in Article Two herein but disregarding subsection (b)(ii) therein.

(c) Special Rule When Participant Covered Under Other Qualified Plan of Employer. If a Participant is also covered in the Marshfield Clinic Salary Reduction Plan, the Top-Heavy minimum allocation or benefit requirements applicable to the Marshfield Clinic Salary Reduction Plan with respect to such Participant will be met in this Plan.

(d) Code §415 Limitations. For any Plan Year that the Plan is Top-Heavy, the number "1.00" shall be substituted for the number "1.25" in calculating the denominator of the Defined Contribution Plan Fraction or the Defined Benefit Plan Fraction described in Article Eleven; provided, however, if the Plan is not Super Top-Heavy, this reduction shall not apply if "4%" is substituted for "3%" in subsection.

ARTICLE ELEVEN

LIMITATION ON CONTRIBUTIONS

Section 11.1 Limitation on Annual Additions.

(a) General Rule. Notwithstanding any other provision of this Plan, each Participant's Annual Additions for any Limitation Year shall not exceed his or her Maximum Annual Additions.

(b) "Maximum Annual Additions" means, with respect to a Participant for each Limitation Year, the lesser of:

(i) $54,000, as adjusted for increases in the cost-of-living under section 415(d) of the Code; or

(ii) 100 percent of the Participant's Code §415 Compensation for the limitation year.

The limitation referred to in subsection (b)(ii) above shall not apply to any contribution for medical benefits (within the meaning of Code §§401(h) or 419A(f)(2) which is otherwise treated as an Annual Addition under Code §§415(1)(1) or 419A(d)(2).

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the limitation referred to in subsection (b)(i) above shall equal the product of the amount described in said subsection multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year (including fractional months) and the denominator of which is 12.

Further, "Code §415 Compensation" shall include payments made by the later of 2½ months after severance from employment, or the end of the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer, and are regular compensation for services during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

(c) "Annual Additions" means the sum of the following amounts allocated to a Participant's Accounts as of any date during the Limitation Year:

(i) forfeitures and employer contributions under this Plan or any other Related Defined Contribution Plan;

(ii) nondeductible employee contributions under this Plan and any other Related Defined Benefit or Defined Contribution Plan; and

(iii) amounts allocated after March 31, 1984 to an individual medical account (as defined in Code §415(1)(l) which is part of a pension or annuity plan maintained by the Employer or a Commonly Controlled Entity, and 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 §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the Employer or a Commonly Controlled Entity.

(d) This Section of the Plan incorporates the provisions of Section 415 of the Code and rulings, notices and regulations issued thereunder, by reference. For this purpose, the limitation year shall be the calendar year. The benefits payable under this Plan, as limited by this Section shall be subject to further limitation in order that the amount of employer-provided benefits payable under all defined contribution plans maintained by the Employer and all Affiliated Employers shall not, in the aggregate, exceed the benefit limitations described in Section 415 of the Code.

This Section of the Plan incorporates the provisions of Section 415 of the Code and rulings, notices and regulations issued thereunder, by reference. For this purpose, the limitation year shall be the calendar year. The benefits payable under this Plan, as limited by this Section shall be subject to further limitation in order that the amount of employer-provided benefits payable under all defined contribution plans maintained by the Employer and all Affiliated Employers shall not, in the aggregate, exceed the benefit limitations described in Section 415 of the Code.

For purposes of the foregoing, any Excess Amount will be treated as Annual Additions and any rollover contributions, trustee-to-trustee transfers or other amounts not described above will not be treated as Annual Additions.

Section 11.2 Reduction of Excess Annual Additions. If, as a result of the allocation of forfeitures, a reasonable error in estimating a Participant's Compensation, or under other limited facts and circumstances which the Commissioner of the Internal Revenue Service finds justify the availability of the methods set forth in this Section, it is determined that there is an Excess Amount for a Limitation Year, such Excess shall not be allocated to such Participant's Accounts but shall be treated as follows:

(a) If the Participant is covered by the Plan at the end of the Plan Year which relates to the next Limitation Year, the Excess Amount in the Participant's Account will be used to reduce Employer Contributions (including any allocation of Forfeitures) for such Participant for such next Plan Year, and for each such succeeding Plan Year if necessary;

(b) If, after the application of subsection (a), an Excess Amount still exists or if the Participant is not covered by the Plan at the end of the Plan Year which relates to the Limitation Year, the Excess Amount will be held unallocated in a suspense account;

(c) The suspense account will be applied to reduce future Employer Contributions (including any allocation of any Forfeitures) for all remaining Participants entitled to receive an allocation for such Plan Year, and for each succeeding Plan Year if necessary;

(d) If a suspense account is in existence at any time during a Plan Year pursuant to this Section, it will not share in the allocation of Trust Fund Earnings and all amounts in the suspense account must be allocated to Participants' Accounts before any other amounts which constitute Annual Additions are contributed to the Plan; and

(e) Any amounts held in a suspense account upon Plan termination will be returned to the Employer in such proportions as shall be determined by the Employer.

Notwithstanding the foregoing, effective for limitation years beginning on or after July 1, 2007, any excess annual additions shall be corrected through the Employee Plans Compliance Resolution System (EPCRS).

Section 11.3 Participation in This Plan and Another Defined Contribution or Welfare Benefit Plan.

(a) General Rule. This Section applies if, in addition to this Plan, a Participant is covered during any Limitation Year under another qualified defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Code §419(e), maintained by the Employer, or an individual medical account, as defined in Code §415(1)(2), maintained by the Employer, which provides an Annual Addition (these Plans shall be referred to collectively as "the other Plans"). The Annual Additions which may be credited to a Participant's Accounts under this Plan for any such Limitation Year will not exceed the Maximum Annual Addition reduced by the Annual Additions credited to a Participant's Accounts under the other Plans for the same Limitation Year. If the Annual Additions with respect to the Participant under the other Plans are less than the Maximum Annual Addition and the employer contributions that would otherwise be allocated to the Participant's Accounts under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount allocated will be reduced so that the Annual Additions under this Plan and all other Plans for the Limitation Year will equal the Maximum Annual Additions. If the Annual Additions with respect to the Participant under the other Plans in the aggregate are equal to or greater than the Maximum Annual Additions, no amount will be allocated to the Participant's Accounts under this Plan for the Limitation Year.

(b) Allocation of Excess Amount Between Plans. If, for the reasons set forth in Section 11.2, a Participant's Annual Additions under this Plan and the other Plans would result in an Excess Amount for a Limitation Year, the Excess Amount will be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a welfare benefit fund or individual medical account will be deemed to have been allocated first regardless of the actual allocation date. If an Excess Amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of any one of the other Plans, the Excess Amount attributed to this Plan will be the product of the total Excess Amount allocated as of such date multiplied by a fraction, the numerator of which is the Annual Additions allocated to

the Participant for the Limitation Year as of such date under this Plan and the denominator of which is the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all the other qualified master or prototype defined contribution plans. Any Excess Amount attributed to this Plan will be reduced in the manner described in Section 11.2.

Section 11.4 Participation in This Plan and a Defined Benefit Plan.

(a) General 1.0 Rule. If the Employer maintains, or at any time maintained a Qualified defined benefit Plan covering any Participant in this Plan, then the sum of the Participant's Defined Benefit Plan Fraction and Defined Contribution Plan Fraction will not exceed 1.0 in any Limitation Year, and the Annual Additions which may be credited to the Participant's Accounts under this Plan for any Limitation Year will be limited in accordance with the other provisions of this Plan.

(b) TRA '86 Transition Rules. In accordance with the Tax Reform Act of 1986 ("TRA '86"), the following transition rules apply:

(i) If an Employee was a Participant as of the first day of the first Limitation Year beginning after December 31, 1986 in one or more Qualified defined contribution Plans maintained by the Employer which were in existence on May 6, 1986, the numerator of the Defined Contribution Plan Fraction will be adjusted if the sum of this Fraction and the Defined Benefit Plan Fraction would otherwise exceed 1.0 under the terms of this Plan. Under the adjustment, an amount equal to the product of (A) the excess of the sum of the Fractions over 1.0, times (B) the denominator of this Fraction, will be permanently subtracted from the numerator of this Fraction. The adjustment is calculated using the Fractions as they would be computed as of the end of the last Limitation Year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the Plan made after May 5, 1986, but using the Code §415 limitation applicable to the first Limitation Year beginning on or after January 1, 1987.

(ii) If a Participant was a Participant as of the first day of the first Limitation Year beginning after December 31, 1986 in one or more Qualified defined benefit Plans maintained by the Employer which were in existence on May 6, 1986, the denominator of the Defined Benefit Plan Fraction will not be less than 125% of the sum of the annual benefits (as defined in Code §415(b)) under such Plans which the Participant had accrued as of the close of the last Limitation Year beginning before January 1, 1987, disregarding any changes in the terms and conditions of such Plans after May 5, 1986. This adjustment applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of Code §415 for all Limitation Years beginning before January 1, 1987.

(c) TEFRA Transition Rules. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), the following transition rules apply:

(i) For Qualified defined contribution Plans (including this Plan) that satisfied Code §415 for the last Limitation Year beginning before January 1, 1983, then, as of the

first day of the Limitation Year beginning after December 31, 1982, an amount shall be permanently subtracted from the numerator of each Participant's Defined Contribution Plan Fraction (not to exceed such numerator) so that the decimal equivalent of the sum of his or her Defined Benefit Plan Fraction and his or her Defined Contribution Plan Fraction for all such plans for such Limitation Year does not exceed 1.0.

(ii) For Qualified defined contribution Plans (including this Plan) that satisfied Code §415 for the last Limitation Year beginning before January 1, 1984, then, as of the first day of the Limitation Year beginning after December 31, 1983, an amount shall be permanently subtracted from the numerator of each Participant's Defined Contribution Plan Fraction (not to exceed such numerator) so that the decimal equivalent of the sum of his or her Defined Benefit Plan Fraction and his or her Defined Contribution Plan Fraction for all such plans for such Limitation Year does not exceed 1.0.

(iii) For Qualified defined contribution Plans (including this Plan) in existence on or before July 1, 1982, the Employer may elect, in applying Section 11.5(c) for any Limitation Year ending after December 31, 1982, that the amount taken into account in the denominator of the Defined Contribution Plan Fraction with respect to each Participant for all Limitation Years ending before January 1, 1983 shall be an amount determined pursuant to Code §415(e)(6).

(iv) In the case of an individual who was a Participant before January 1, 1983 in a Qualified defined benefit Plan which was maintained by the Employer on July 1, 1982 and with respect to which the requirements of Code §415 have been met for all Limitation Years, if such individual's current accrued benefit under such plan exceeds the limitations of Code §415(b) (as amended by TEFRA), then (in the case of such plan) for purposes of Code §§415(b) 415(e), the limitation of Code §415(b) with respect to such individual shall be equal to his or her current accrued benefit. For purposes of this subsection, the term "current accrued benefit" means a Participant's accrued benefit as of the close of the last Limitation Year beginning before January 1, 1983 when expressed as an annual benefit (as defined by Code §415(b)(2) in effect before the amendments made by TEFRA); provided that in determining a Participant's current accrued benefit, no change in the terms and conditions of the Plan after July 1, 1982 and no cost-of-living adjustment occurring after July 1, 1982 shall be considered.

(d) Repeal of Code §415(e). The foregoing provisions of this Section 11.4 shall not apply to any Plan Year beginning on or after January 1, 2000.

Section 11.5 Definitions Relating to Limitations.

(a) "Annual Benefit" means a retirement benefit under a defined benefit plan maintained by the Employer which is payable annually in the form of a straight life annuity. Except as provided below, a benefit payable in a form other than a straight life annuity must be adjusted to the actuarial equivalent of a straight life annuity before applying the limitations of this Article. The Annual Benefit does not include any benefits attributable to employee contributions or rollover contributions, or the assets transferred from a Qualified Plan that was

not maintained by the Employer. No actuarial adjustment to the benefit is required for (i) the value of a qualified joint and survivor annuity, (ii) the value of benefits that are not directly related to retirement benefits (such as a qualified disability benefit, pre-retirement death benefit, and post-retirement medical benefit), and (iii) the value of post-retirement cost-of-living increases made in accordance with Treasury regulations.

(b) "Code §415 Compensation" means Compensation as defined in Article Two without regard to subsections (b)(i), (b)(iii) and (b)(iv) therein and, with respect to Plan Years beginning before January 1, 1998, without regard to subsection (b)(ii) therein. Compensation shall be determined with respect to a Limitation Year.

Notwithstanding the foregoing, Code §415 Compensation for a Participant in a Qualified defined contribution Plan who is permanently and totally disabled (as defined in Code §22(e)(3)) is the Code §415 Compensation such Participant would have received if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled; such imputed Code §415 Compensation for the disabled Participant may be taken into account only if the Participant is not a highly compensated participant (as defined in Code §414(q)) and contributions made on behalf of such Participant are nonforfeitable when made.

For purposes of determining "Section 415 Compensation," payments made by the later of 2 1/2 months after severance from employment or the end of the Limitation Year that includes the date of severance from employment are included in Section 415 Compensation in the Limitation Year in which paid if: (i) absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer and are regular compensation for services during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation; or (ii) such amounts are payments for unused accrued bona fide sick, vacation or other leave, but only if the employee would have been able to use the leave if employment had continued and such amounts would have been treated as compensation for purposes of Code Section 415 if they were paid prior to the employee's severance from employment.

(c) "Defined Contribution Plan Fraction" means a fraction, the numerator of which is the sum of the Annual Additions to the Participant's Accounts under all plans maintained by the Employer, whether or not terminated, for the current and all prior Limitation Years of Service, and the denominator of which is the sum of the lesser of the following for each such Limitation Year of Service with the Employer (whether or not the Employer maintained a Qualified defined contribution Plan): (A) the product of 1.25 multiplied by the dollar limitation in effect under Code §415(c)(1)(A) for such Limitation Year, or (B) 35% of the Participant's Code §415 Compensation for such Limitation Year. Such computation shall be subject to the transition rules provided in Section 11.4 and in Code §415(e)(4). For purposes of this Section, the Annual Addition for any Limitation Year beginning before January 1, 1987 shall be calculated in accordance with the law in effect prior to the Tax Reform Act of 1986, and the Annual Additions shall therefore not be recomputed to treat all of a Participant's nondeductible employee contributions as Annual Additions.

(d) "Defined Benefit Plan Fraction" means a fraction, the numerator of which is the sum of the Participant's Projected Annual Benefit under all Qualified defined benefit Plans maintained by the Employer, whether or not terminated, as of the end of the Limitation Year, and the denominator of which is the lesser of the following: (A) the product of 1.25 multiplied by the dollar limitation in effect under Code §415(b)(1)(A) for such Limitation Year, or (B) the product of 1.4 multiplied by the amount which may be taken into account under Code §415(b)(1)(B) with respect to the Participant for such Limitation Year. Such computation shall be subject to the transition rules provided in Section 11.4.

(e) "Employer", for purposes of this Article only, means the Employer and any Commonly Controlled Entity.

(f) "Excess Amount" means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Annual Additions.

(g) "Limitation Year" means the calendar year. This designation shall be deemed to be the adoption of a Limitation Year by the Employer in accordance with Treasury Regulation §1.415-2(b)(2)(i). All Qualified Plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year will begin on a date within the Limitation Year in effect prior to the date the amendment is made. This amendment will create a short Limitation Year, which will begin on the first day of the Limitation Year in effect prior to the amendment and which will end on the day before the first day of the new Limitation Year.

(h) "Limitation Year of Service" means any Plan Year during which an Employee or Participant completes 1,000 or more Hours of Service.

(i) "Projected Annual Benefit" means the Annual Benefit as defined in subsection (a) to which the Participant would be entitled under the terms of the Plan assuming:

(i) he or she continues employment until his or her Normal Retirement Date (or current age, if later);

(ii) his or her Code §415 Compensation continues until his or her Normal Retirement Date (or for all future Limitation Years) at the same rate as his or her Code §415 Compensation in the Limitation Year under consideration; and

(iii) all other relevant factors utilized to determine the benefit under such defined benefit plan maintained by the Employer as of the Limitation Year under consideration remain constant for all future Limitation Years.

ARTICLE TWELVE

PLAN ACCOUNTING AND DIRECTED INVESTMENTS

Section 12.1 Plan Accounting Records. The Plan shall maintain records to account for the benefit of Participants and their Beneficiaries and for all receipts, disbursements and liabilities of the Plan. Such records shall include one or more Employer Contribution Accounts, Voluntary Contribution Accounts, Rollover Contribution Accounts and such other Accounts for each Participant as the Plan determines are necessary. All accounts maintained for a Participant are sometimes collectively referred to as "Account" or "Accounts." The Plan's accounting records shall be organized and contain such information as is necessary and desirable for the preparation of financial and other reports and information as required under the Plan or by law.

Section 12.2 Valuation Dates.

(a) "Valuation Date" means, effective June 9, 1999, each business day of the Plan Year. Prior to such date, it means the last day of each Plan Year, plus such one or more additional Valuation Dates as may be selected from time to time in the discretion of the Board (which discretion shall be exercisable, for example and without limitation, when the Plan has experienced a dramatic change in its value since the last Valuation Date). The last regular annual Valuation Date, prior to daily valuations, shall be September 30, 1998. In addition, there is a Valuation Date on March 31, 1999. Effective April 1, 1999, the Employer shall begin the process of switching to the daily valuation of Accounts. Between April 1, 1999 and June 9, 1999, there will be a temporary cessation of full Plan recordkeeping and the Participants' right to direct the investment of their Accounts, and there shall be such other uniformly applied rules and procedures that the Board and/or Trustee deem appropriate to convert the Plan from traditional Plan accounting as in effect prior to this Restatement to the daily valuation of Accounts.

(b) "Valuation Period" with respect to any Valuation Date means the period since the preceding Valuation Date.

Section 12.3 Account Adjustments. As of each Valuation Date, the Plan shall credit or charge, as the case may be, the applicable Account of each Participant with:

(a) distributions made to or withdrawals by Participant or his or her Beneficiaries during the Valuation Period;

(b) payments made or proceeds received during the Valuation Period with respect to Insurance Contracts held for his or her benefit;

(c) Contributions made by or allocated to him or her during the Valuation Period pursuant to Articles Four and/or Five;

(d) Trust Fund Earnings (and/or Directed Account earnings in accordance with Section 12.5) allocated to him or her for the Valuation Period; and

(e) such other amounts which are allocated to him or her under the provisions of this Plan.

Section 12.4 Trust Fund Earnings.

(a) "Trust Fund Earnings" means the net of the Trust Fund's earnings, gains, losses and expenses during the Valuation Period and the net of the appreciation or depreciation in the fair market value of each asset owned by the Trust Fund on the Valuation Date (as compared to the valuation of such assets as of the preceding Valuation Date, or cost, in the case of assets acquired since the preceding Valuation Date).

(b) Allocation of Trust Fund Earnings. As of each Valuation Date, Trust Fund Earnings shall be allocated to each Participant's Account pursuant to a fraction, the numerator of which is the value of such Account and the denominator of which is the value of all Accounts. To calculate each fraction, the Accounts to which Trust Fund Earnings shall be allocated will be valued as of the preceding Valuation Date, however, the Employer may establish procedures to value Accounts which recognize increases and decreases in Accounts that occur during the Valuation Period, including, without limitation, a procedure that provides that each Account, or portion thereof, which is distributed during the Valuation Period shall either not share in Trust Fund Earnings, shall be deemed to share in Trust Fund Earnings at an imputed rate of return or shall share in Trust Fund Earnings based on that period of time prior to the distribution of the Account or portion thereof, and a procedure which credits to such preceding Account balances Contributions that are made during the Valuation Period.

(c) Directed Accounts. Directed Account earnings described in Section 12.5 shall not be considered in determining Trust Fund Earnings. However, unless the context provides otherwise, when used in this Plan other than in this Article, the term "Trust Fund Earnings" shall also refer to Directed Account earnings.

Section 12.5 Directed Investments.

(a) Direction of Investments. Participants have the right to direct the investment of their Accounts ("Directed Accounts"); provided, however, the Employer may limit the right of direction to specific Accounts and/or to investment in a specified category or list of assets, such as savings accounts, certificates of deposit, mutual funds, money market funds, etc. The Employer shall notify Participants that they may direct their investments and shall establish and communicate to Participants such rules and procedures which the Employer deems appropriate in connection with Directed Accounts. Notwithstanding anything herein to the contrary, a Participant may direct the investment of his or her Accounts only in investments which are permitted under the provisions of the Plan and which would not constitute a prohibited transaction pursuant to ERISA or the Code. Accounts which are not directed by the Participants shall be invested in accordance with the other provisions of this Plan.

(b) Accounting. Amounts transferred between Directed and non-Directed Accounts shall be charged or credited, as the case may be, to each such Account. A Directed Account shall not share in Trust Fund Earnings, but shall be charged or credited, as the case may be, with

the net of the earnings, gains, losses and expenses during the Valuation Period attributable to such Account and the net of the appreciation or depreciation in the fair market value of each asset in such Account owned on the Valuation Date (as compared to the valuation of such assets as of the preceding Valuation Date, or cost, in the case of assets acquired since the preceding Valuation Date). Such amounts shall not be considered in determining Trust Fund Earnings pursuant to Section 12.4. The Employer shall establish procedures to value Directed Accounts in accordance with the provisions set forth in Section 12.4(b) above.

ARTICLE THIRTEEN

LOANS TO PARTICIPANTS

Section 13.1 In General. Trust Fund assets not are permitted to be loaned to Participants and Beneficiaries.

ARTICLE FOURTEEN

INSURANCE POLICIES

Section 14.1 In General. Benefits may not be funded by the purchase of life insurance contracts. However, if the purchase of insurance contracts (and/or other investments) was permitted prior to the adoption of this restated Plan, then any such investments which were made prior to this Plan restatement shall continue to be permissible until such time that the disposition of the contract (or other investment) is prudent. Investments in insurance (or such other vehicle) shall be prohibited except with respect to the assets invested prior to the Employer's adoption of this restated Plan unless required otherwise to satisfy Code §401(a)(4). To the extent the purchase of life insurance contracts was permitted prior to the adoption of this restated Plan, then this Article Fourteen shall apply. All such contracts are sometimes collectively referred to as "Insurance Contracts" or "Contracts." Contracts shall be acquired by the Trustee on a nondiscriminatory basis, shall be as nearly alike in form as possible, shall provide retirement options and other privileges as nearly equivalent as possible.

Section 14.2 Participant's Accounting and Benefit. Payments to an insurer with respect to any Contracts purchased on behalf of a Participant shall be charged to the Participant's Employer Contribution Account. As of each Valuation Date, the Employer shall determine the fair market value of the portion of each Account invested in an Insurance Contract based upon such data as the insurance company underwriting such policy shall provide to the Employer and the Employer shall credit or charge the net earnings, gains or losses (realized and unrealized) of the Contract to such Account. Subject to the provisions of Section 16.20, all benefits, rights, privileges and options under each Contract and all dividends payable or refunds made with respect to such Contracts shall be exercised and dealt with for the sole benefit of the Participant or his or her Beneficiaries.

Section 14.3 Incidental Benefit Rule. The aggregate amount that may be applied to the purchase of Contracts on the life of any Participant shall be limited so that the sum of --

(a) the aggregate amount applied to the purchase of ordinary life insurance, plus

(b) two times the aggregate amount applied to the purchase of term life insurance, shall be less than one-half of the aggregate Employer Contributions allocated to the Accounts of such Participant (excluding any Trust Fund Earnings attributable thereto).

Section 14.4 Designation of Beneficiaries of Contract Proceeds. The Trustee (in the capacity as Trustee) shall be the beneficiary under any Insurance Contracts purchased on the life of the Participant and the proceeds payable thereunder upon the death of the Participant shall be credited to the Participant's Accounts which are invested in the Contract in proportion to their interests therein. Any such proceeds shall then be distributed in accordance with Articles Six, Seven, Eight and Nine to the Participant's Beneficiary. Notwithstanding the foregoing, if this Plan is a restatement of an existing plan and if the Beneficiary of any Contract under such prior plan was not the Trustee, then the Beneficiary under this Plan may continue to be such entity

other than the Trustee provided that the Employer determines that the requirements of Article Eight are satisfied.

Section 14.5 Ownership of Contracts. The Trustee shall be the sole owner of, and shall pay the premiums from the Trust Fund for, all Contracts. The Employer shall direct the Trustee as to the exercise of all ownership rights with respect to such Contracts, and the Trustee shall, as directed by the Employer, sell or assign such Contracts, borrow upon the security of a pledge of such Contracts, surrender such Contracts for cash, designate methods of payment and distribution or settlement of the proceeds and values thereof, convert such Contracts from one form to another, and otherwise exercise all of the rights and privileges of ownership of such Contracts. The requirements of Article Eight apply to all Contracts, with the result that the Participant's spouse may be required under such Article to be the beneficiary of the proceeds of all Contracts held on the Participant's behalf. Under no circumstances shall the Trust retain any part of any Contract's proceeds. In the event of a conflict between the terms of the Plan and any Contract, the Plan terms shall control.

Section 14.6 Status of Insurer. No insurer which issues any Contract shall be required to take or permit any action contrary to the provisions of such Contract, be bound to allow any benefit or privilege to any person interested in any Contract it has issued which is not provided in such Contract, be deemed to be a party to this Plan for any purpose, be responsible for the validity of this Plan, be required to look into the terms of this Plan or question any act of the Employer or Trustee hereunder, or be required to see that any action of the Employer or Trustee is authorized by this Plan. Any such insurer shall be fully discharged from any and all liability for any amount paid to the Trustee or in accordance with his or her or the Employer's direction, and no insurer shall be obligated to see to the application of any monies so paid by it.

Section 14.7 Disposition of Contracts. Subject to the requirements of Article Eight, upon a Participant's retirement or Termination of Employment for reasons other than death, or upon termination of the Plan or the Plan's investment in Insurance Contracts, the Employer shall direct the Trustee to:

(a) surrender any Contracts held on behalf of the Participant to the insurer for its available cash value;

(b) sell any such Contracts to the Participant for the amount which would be received from the insurer pursuant to subsection (a), provided such sale would not constitute a prohibited transaction under ERISA or the Code; or

(c) distribute any such Contracts to the Participant, but only if he or she has a nonforfeitable right in 100% of his or her Accounts and only if he or she is entitled to receive a distribution of benefits under Articles Seven, Eight and Nine hereunder.

The proceeds received by the Trustee pursuant to subsection (a) or (b) shall be credited to the Participant's Accounts which are invested in the Contract in proportion to their respective interests therein in the manner provided in Article Twelve.

ARTICLE FIFTEEN

PLAN ADMINISTRATION

Section 15.1 Authority and Responsibility of the Employer. The Employer shall have overall responsibility for the establishment, amendment, termination, administration and operation of the Plan, for the establishment of a funding policy for the Plan, and for the investment of the Plan's assets. In general, the Employer shall discharge these responsibilities by the appointment and removal (with or without cause) of: (a) the Trustee, to which is delegated the responsibility for the investment and safekeeping of the assets of the Plan, except to the extent investment responsibility is delegated to one or more Investment Managers or pursuant to Section 15.5; and (b) if, and to the extent it deems appropriate, one or more Investment Managers to whom it may delegate responsibility for the investment of all or any part of the assets of the Plan.

Section 15.2 Authority and Responsibility of the Employer. Unless otherwise specifically provided hereunder, the Employer shall have full and complete authority, responsibility, discretion and control over the management, administration, and operation of the Plan, including, but not limited to, with respect to: (a) formulate, adopt, issue and apply procedures and rules and change, alter or amend such procedures and rules in accordance with law; (b) construe and apply the provisions of the Plan; (c) make appropriate determinations concerning eligibility for benefits, including that of Disability and the distribution of benefits and make appropriate determinations as to the allocation of Contributions and Forfeitures; (d) adopt and prescribe the use of necessary forms; (e) prepare and file reports, notices, and any other documents relating to the Plan which may be required by the Secretary of Labor, the Secretary of the Treasury or the Pension Benefit Guaranty Corporation, including, without limitation, those relating to a Participant's service, accrued benefits, the percentage of such benefits which are nonforfeitable, the date after which benefits are nonforfeitable and annual registrations; (f) prepare and distribute to Participants all communication materials required by ERISA; (g) employ or retain such agents and other specialists (including those who may be employed by or represent the Employer) to aid it in the administration of the Plan as the Employer considers appropriate; (h) be the agent for service of legal process; (i) make available for inspection and provide upon request documents and instruments required to be disclosed by ERISA; (j) delegate to the Trustee any tax withholding or tax reporting obligations it may have under law; (k) direct the Trustee as to the payment of benefits under the Plan and give such other directions and instructions as are necessary for the proper administration of the Plan; (l) establish reasonable procedures to determine the qualified status of domestic relation orders (as defined in Code §414(p)) and to administer distributions under such qualified orders; (m) analyze and report Plan activity (e.g. performance, appointment of managers) to the Employer and to establish and revise from time to time funding policies for the Plan; and (n) communicate to the Trustee and Investment Managers their respective investment objectives, consistent with said funding policies.

Section 15.3 Investment Directions. The Employer may direct the Trustee as to the management, investment and reinvestment of all or any part of the Trust Fund in the same manner and to the same extent as the Trustee is empowered pursuant to Article Sixteen.

Section 15.4 Delegation of Responsibility. The Employer may delegate any of its rights, powers and duties hereunder to such persons as it shall determine, including the Retirement Plan Committee. Such delegation shall be in writing, shall be signed by the Employer, shall state the person(s) being designated and shall set forth the rights, powers and duties being delegated. The Employer may revoke any such delegation by written notification to the person(s) to whom the delegation has been made and to the Employer. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Employer. The delegate shall report periodically to the Employer concerning the discharge of the delegated responsibilities. The Employer shall provide the Trustee with copies of all instruments allocating or delegating its rights, powers and duties or the revocation thereof which affect the Trustee's responsibilities, duties and authority under Article Sixteen.

Section 15.5 Records. The records of the Employer shall be determinative as to an Employee's or Participant's period of employment, Termination of Employment and the reason therefor, leave of absence, reemployment and Compensation.

Section 15.6 Fiduciary Provisions.

(a) Obligations. Subject to the provisions of Section 16.20, the Employer (and any other Plan fiduciary) shall discharge his or her duties hereunder solely in the interest of the Participants and their Beneficiaries and --

(i) for the exclusive purposes of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan and Trust; and

(ii) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

(b) Liability. Fiduciary duties and responsibilities which have been allocated or delegated pursuant to the terms of the Plan are intended to limit the liability of the Employer or Trustee, as appropriate, in accordance with the provisions of §405(c)(2) of ERISA.

(c) Capacity. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan and Trust.

(d) Named Fiduciary. For purposes of determining the "named fiduciary" under the Plan and Trust within the meaning of ERISA §402(a), the Named Fiduciary shall be:

(i) with respect to Plan administration, the Employer and any plan administrator; and

(ii) with respect to investments, the Employer, the Trustee and any appointed Investment Manager.

Section 15.7 Information to be Furnished. The Employer shall furnish its delegates with such data and information as it may require. Participants and their Beneficiaries shall furnish to the Employer and Trustee such evidence, data or information and execute such documents as the Employer or Trustee requests.

Section 15.8 Uniform Application. Whenever in this Plan authority is granted to the Employer, it shall exercise such authority in its sole and absolute discretion; provided, however, in exercising such discretion and in managing, operating and administering the Plan, it shall apply the provisions of the Plan and any rules and regulations it adopts in a uniform and nondiscriminatory manner so that all persons similarly situated shall be similarly treated.

Section 15.9 Compensation and Expenses. All costs and expenses reasonably incurred in the administration of the Plan, including the reasonable fees of and expenses incurred by any third party to perform ministerial functions associated with administration of the Plan, may be paid from the Trust and shall constitute a charge on the Trust until so paid. There shall be included in the reasonable expenses payable from the Trust any direct internal costs (which may include reimbursement of compensation of Employer employees) associated with Plan operations and administration, the payment of which shall be in conformity with the requirements of Title I of ERISA. Expenses not paid by the Trust or reimbursed from the Trust shall be paid by the Employer. Any expenses of the Plan and Trust shall be allocated among the Participants in such proportions as the Employer determines.

Section 15.10 Funding Policy. The Employer shall establish the Plan's funding policy in conformity with objectives of the Plan and the requirements of ERISA. As required, but at least annually, the Employer shall (a) verify that the Employer's contribution is consistent with the Plan's funding policy and method, (b) evaluate the Plan's short and long-term financial needs, and (c) communicate such information to the Trustee and other appropriate persons.

Section 15.11 Indemnification. To the extent permitted by law, the Employer hereby agrees to indemnify each member of the Retirement Plan Committee and each Director, officer, or Employee of the Employer to whom are delegated responsibilities with respect to the Plan for and to hold him or her harmless against any and all liabilities, losses, costs or expenses (including legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against him or her at any time by reason of his or her service under the Plan if he or she did not act dishonestly or otherwise in willful violation of the law under which such liability, loss, cost or expense arises. This indemnity shall not preclude such other indemnities as may be available under insurance purchased or provided by the Employer or under any agreement with the Employer to the extent permitted by law. Payments under this Section shall be made solely from assets of the Employer and shall not be made from Trust Fund assets.

Section 15.12 Limitation on Responsibilities. The functions of any person engaged pursuant to Section 15.2(g) shall be limited to the specific services and duties for which he or she is engaged, and he or she shall have no other duties or obligations under the Plan or Trust. Such persons shall exercise no discretionary authority or discretionary control respecting management of the Plan and Trust and, unless engaged as the Investment Manager, shall exercise no authority or

control respecting management or disposition of the assets of the Trust. An Employee shall be free from all liability for his or her acts and conduct in the administration of the Plan and Trust except for acts of willful misconduct; provided, however, that the foregoing shall not relieve him or her from any responsibility or liability for any responsibility, obligation or duty he or she may have pursuant to the Act.

Section 15.13 Plan Administrator. The Employer may appoint a Plan Administrator; in the absence of such appointment, the Employer shall be the Plan Administrator.

Section 15.14 Claims Procedure.

(a) Initial Claim for Benefits. Each person entitled to benefits under this Plan (a "Claimant") must sign and submit his or her claim for benefits to the Plan Administrator in such form as is provided or approved by the Employer. A Claimant 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 and exhausting his or her rights under this Section. When a claim for benefits has been filed properly, such claim shall be evaluated and the Claimant shall be notified by the Plan Administrator (or its agent) of its approval or 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 is required, written notice of the extension shall be furnished to the Claimant by the Plan Administrator (or its agent) 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). If a claim is denied, in whole or in part, the Claimant shall be given written notice which shall contain (i) the specific reasons for the denial, (ii) references to pertinent Plan provisions upon which the 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) the Claimant's rights to seek review of the denial.

(b) Review of Claim Denial. If a claim is denied, in whole or in part (or if within the time periods prescribed in subsection (a) the Plan Administrator or its agent has not furnished the Claimant with a denial and the claim is therefore deemed denied), the Claimant may file a written request with the Retirement Plan Committee within sixty (60) days after the date on which the Claimant received written notification of the denial that the Retirement Plan Committee conduct a full and fair review of the denial of the claim for benefits, which shall include a hearing if deemed necessary by the Retirement Plan Committee. In connection with the Claimant's appeal of the denial of his or her claim, he or she may review pertinent documents and may submit issues and comments in writing.

(c) Decision Upon Review of Claim Denial. The Retirement Plan Committee shall render a decision on the claim review promptly, but not later than sixty (60) days after the receipt of the Claimant's request for review, unless special circumstances (such as the need to hold a hearing) require an extension of time for processing, in which case the sixty (60) day period shall be extended to one hundred twenty (120) days. Such decision shall (i) include specific reasons

for the decision, (ii) be written in a manner calculated to be understood by the claimant, and (iii) contain specific references to the pertinent Plan provisions upon which the decision is based.

Section 15.15 Retirement Plan Committee. The Board may establish a Retirement Plan Committee pursuant to the following paragraphs:

(a) The Retirement Plan Committee shall consist of one or more individuals selected by the Board. Any member of the Retirement Plan Committee may resign at any time by delivering notice of such resignation to the Board. The Board shall have the right at any time, with or without cause or notice, to remove any member of the Retirement Plan Committee.

(b) Members of the Retirement Plan Committee shall not be entitled to compensation for performing their duties as Retirement Plan Committee members, but shall be entitled to reimbursement for any expenses reasonably incurred in connection with the administration of the Plan which are not otherwise paid by the Employer.

(c) A majority of the Retirement Plan Committee shall constitute a quorum. The Retirement Plan Committee shall act by a majority of their members. Any action required to be taken at a meeting of the Retirement Plan Committee may be taken without a meeting, if a consent setting forth the action so taken shall be approved by a majority of the Retirement Plan Committee. The Secretary shall provide and a majority of the Retirement Plan Committee shall approve the minutes of each of the meetings and the proceedings of the Retirement Plan Committee.

(d) The Retirement Plan Committee may appoint such advisors, agents and representatives as it shall deem advisable and may also employ such clerical and legal counsel as it deems necessary. Any action taken by a properly authorized agent of the Retirement Plan Committee shall be deemed taken by the Retirement Plan Committee.

Section 15.16 Plan Investment Funds. The Retirement Plan Committee may provide for the creation of one or more investment funds within the Plan (the "Investment Funds"). The Retirement Plan Committee may also determine to permit all Participants or classes of Participants to direct the investment of their Accounts among any such Investment Funds. The frequency with which a Participant may change such investment election, the manner of directing such change of investment election, the time by which such change must be communicated to the Plan by the Participant and all other aspects of administration of Participant investment election shall be in compliance with such policies and procedures as established by the Retirement Plan Committee from time to time. It is intended that the Retirement Plan Committee shall endeavor to exercise its discretion so that the Plan and its fiduciaries will be entitled to relief under Section 404(c) of ERISA and the Retirement Plan Committee shall have full authority to take all actions they deem necessary to comply with Section 404(c).

Section 15.17 Multiple Employer Plan. Effective July 4, 2010, the Plan is amended to create a multiple employer plan, as described in Section 413 (c) of the Code. Marshfield Clinic and any other Commonly Controlled Entity with Marshfield Clinic (the "Marshfield Group") shall be treated as a single employer. Lakeview Medical Center, Inc. of Rice Lake and any other

Commonly Controlled Entity with Lakeview Medical Center, Inc. of Rice Lake (the "Lakeview Group") shall be treated as a single employer. The Plan shall be administered in accordance with the rules applicable to multiple employer plans under Section 413(c), including the following:

(a) The Marshfield Group and the Lakeview Group shall be treated as a single employer for purposes of applying the participation rules under Section 410(a) of the Code, the vesting rules under Section 411 of the Code and the annual addition rules under Section 415 of the Code.

(b) The Marshfield Group and the Lakeview Group shall be treated as separate employers for purposes of applying the coverage test under Section 410(b) of the Code.

(c) For purposes of determining Eligibility Years of Service under the Plan, an Employee of the Lakeview Group shall receive credit for service with the Lakeview Group on or after April 1, 2008 and prior to July 4, 2010, subject to a maximum credit of two Eligibility Years of Service.

Effective as of January 1, 2017, the Plan is amended to treat Lakeview Medical Center, Inc. of Rice Lake as part of the same controlled group with the other Employers participating in the Plan so that the Plan is no longer treated as a multiple employer plan.

ARTICLE SIXTEEN

TRUSTEE PROVISIONS

Section 16.1 Exclusive Authority. The Trustee shall have the exclusive authority and discretion to manage and control the Trust Fund assets in accordance with the funding and investment policies established for the Trust Fund by the Employer, except to the extent that the Employer pursuant to Section 16.6 delegates such authority and discretion to an Investment Manager, the Employer exercises investment control under Section 15.5 or the Trustee has established Directed Accounts pursuant to Section 12.5. Notwithstanding the investment policies established for the Trust Fund, the Trustee is specifically empowered (unless directed otherwise under Sections 15.5 and 16.6) to invest all Trust Fund assets pending investment in short-term investments.

Section 16.2 Title to Assets. Except as limited by the Plan and subject to the right of the Employer to remove the Trustee in accordance with Section 16.18 hereof, the Trustee is vested with title to all the assets of the Trust and shall have full power and authority to do all acts necessary to carry out its duties hereunder. The interest of each Participant or Beneficiary hereunder shall be deemed to be personal only and no Participant or Beneficiary shall have any individual ownership interest in any Trust asset. Conveyances, assignments, transfers and deliveries of Trust assets by the Trustee alone shall pass all titles, rights and interests held hereunder.

Section 16.3 Receipt of Contributions. The Trustee shall receive and hold as part of the Trust Fund any Contributions paid to the Trustee; provided, however, to the extent ERISA does not otherwise require, the Trustee shall not be required to determine that any Contributions are in compliance with the Plan, shall be accountable only for the funds actually received by it, and shall not be responsible for the adequacy of the Trust Fund to meet and discharge any or all liabilities under the Plan or for the proper application of distributions made upon the written direction of the Employer.

Section 16.4 Distributions to Participants.

(a) Employer Direction. The Trustee shall make distributions from the Trust Fund to such persons, in such amounts, in such manner and at such times that the Employer shall direct without inquiring as to whether a distributee is entitled to payment, or as to whether a payment is proper, and without liability for a payment made in good faith without actual notice or knowledge of the changed condition or status of the distributee. Upon the making of such distribution, the amount thereof shall no longer constitute a part of the Trust Fund.

(b) Deduction of Taxes. The Trustee may deduct from the amount to be distributed such amount as the Trustee and/or Employer deem proper to protect the Trustee, the Trust, the Employer or any other fiduciary against liability for the payment of death, succession, inheritance, income, or other taxes, and out of the amounts so deducted the Trustee may discharge any such liability and pay the amount remaining to the Participant, the Spouse or other Beneficiary, as the case may be.

Section 16.5 General Powers. Subject to the provisions of Section 16.11, the Trustee shall have the powers, rights and duties with respect to the Trust Fund as provided in the Plan and Trust.

Section 16.6 Investment Manager.

(a) In General. The Employer, with written notice delivered to the Trustee, may appoint one or more investment managers ("Investment Managers") which shall be either (i) registered under the Investment Advisors Act of 1940, (ii) a bank, or (iii) an insurance company, and which shall have the power to manage, acquire or dispose of any asset of, or all or such portions of, the Trust Fund as the Employer shall specify in writing in such notice (the "Managed Assets"). The Employer and the Investment Manager shall execute a written Investment Management Agreement governing the terms of the Investment Manager's duties and responsibilities and the Investment Manager shall acknowledge that it is a fiduciary of the Plan and Trust with respect to the Managed Assets. The Employer shall from time to time direct the Trustee in writing with respect to the portion of the assets of the Trust Fund which shall be the Managed Assets. The Employer may authorize an Investment Manager to give written instructions to the Trustee with respect to the acquisition, retention, management and disposition of the Managed Assets, and the Trustee shall follow such instructions and shall be under no duty to review the Managed Assets so held or to make any recommendation with respect to the investment or reinvestment thereof or to determine whether any direction received from the Investment Manager is proper or within the terms of this Plan and Trust. An Investment Manager so appointed shall furnish the Trustee with the name and specimen signature of each individual who is authorized to act on behalf of the Investment Manager. Thereafter, the Trustee shall have no liability to the Employer, any Participant or Beneficiary for acting upon any direction received from any such individual unless and until the Employer revokes the authority of such individual or of the Investment Manager. Except as modified in this Section, the Trustee's powers and duties with respect to the Managed Assets shall be the same as its powers and duties with respect to other assets of the Trust Fund. The fees and expenses of an Investment Manager, except to the extent paid by the Employer, shall be charged to and paid from the Trust Fund. The Employer may revoke the appointment of an Investment Manager at any time by written notification to him or her. The Employer shall notify the Trustee of such revocation.

(b) Trustee Responsibilities. Upon the appointment of any Investment Manager, the Employer shall furnish the Trustee a list of the Managed Assets of such Investment Manager, whereupon the Trustee shall:

(i) establish and maintain an accurate and detailed account for the Managed Assets, showing all investments, receipts, disbursements and other transactions;

(ii) comply with all instructions received from a certified representative of such Investment Manager as to the purchase or sale of securities for or from such Investment Manager's Managed Assets or the delivery of or payment for securities caused by such Investment Manager to be sold from or purchased for such Managed Assets; and

(iii) furnish to the Employer, and to such persons as the Employer shall designate, such periodic statements of receipts and disbursements regarding such Investment Manager's Managed Assets as may be required in writing by the Employer.

(c) Interim Trustee Investments. The Trustee, without obtaining prior approval or direction from an Investment Manager, may: (i) invest Managed Assets' cash balances held by it from time to time in (A) short term cash equivalents having ready marketability, including, but not limited to, U.S. Treasury Bills, commercial paper (including such forms of commercial paper as may be available through the Trustee's Trust Department), certificates of deposit and similar securities, with a maturity not to exceed one year, or (B) a collective investment trust maintained by the Trustee which is invested in such securities, in accordance with Section 16.9 hereof; and (ii) sell such short term investments as may be necessary to carry out the instructions of an Investment Manager regarding more permanent investments and directed disbursements.

Section 16.7 Valuation of Trust Fund. As of each Valuation Date the Trustee shall determine the fair market value and the Trust Fund Earnings of the Trust Fund and, no less frequently than annually, shall notify the Employer of such determination.

Section 16.8 Custodian. Employer may, with written notice delivered to the Trustee, appoint such financial institution as it deems advisable as the custodian to hold, possess, care and account for all or any part of the assets of the Trust Fund.

Section 16.9 Commingled Trust. Subject to the other terms of the Plan and Trust, the Trustee shall have the power to pool all or any of the assets of the Trust Fund from time to time with assets of any other Qualified Plan maintained by any Commonly Controlled Entity and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or in any pooled assets to the two or more trusts in accordance with their respective interests. The Trustee may also buy or sell any assets or undivided interests therein, in this Trust or in any other trust with which the assets of this Trust may be pooled, to or from this Trust or such other trusts. The Trustee shall also have the power to invest all or any part of the assets of the Trust Fund in any collective investment trust which then provides for the pooling of the assets of Qualified Plans (whether or not such collective investment trust provides for the pooling of assets of other tax-exempt trusts), provided that such collective investment trust is exempt from tax under the Code. The provisions of the document governing such collective investment trust as it may be amended from time to time shall govern any investment therein and such collective investment trust is hereby made a part hereof.

Section 16.10 Directions to Trustee. The Employer shall advise the Trustee of any events which require the taking of any action by the Trustee.

Section 16.11 Fiduciary Obligations. Subject to the provisions of Section 16.20, the Trustee shall discharge his or her duties hereunder solely in the interest of the Participants and their beneficiaries and --

(a) for the exclusive purposes of providing benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Trust;

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and

(c) by diversifying investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

Section 16.12 Allocation of Trustee Responsibilities, Obligations and Duties. If there is more than one Trustee, they shall jointly manage and control the assets of the Trust Fund unless the Employer shall by an agreement in writing, signed by the Employer and the Trustee, allocate specific responsibilities, obligations or duties among them.

Section 16.13 Compensation and Expenses. The Trustee is authorized to pay from the Trust Fund all expenses, taxes and charges (including fees of persons employed or retained by the Trustee) incurred in connection with the collection, administration, management, investment, protection and distribution of the Trust Fund and the expenses of the Plan pursuant to Section 15.12. Such expenditures shall be charged against the Trust Fund pursuant to Section 12.4 or against specific Accounts if Section 12.5 applies or otherwise as determined by the Trustee in accordance with Section 16.11. The Trustee shall be paid such reasonable compensation which is agreed upon by the Trustee and the Employer; provided, however, a trustee who is an Employee shall not be entitled to any compensation for his or her services as Trustee from the Trust Fund or the Employer, except for the reimbursement of expenses properly and actually incurred.

Section 16.14 Meetings. The Trustee shall be expected to regularly attend the meetings of the Retirement Plan Committee.

Section 16.15 Persons Dealing With Trustee. No person contracting or in any way dealing with the Trustee shall be under any obligation to ascertain or inquire (a) into any powers of the Trustee, (b) whether such powers have been properly exercised or (c) about the source or application of any funds received from or paid to the Trustee, and such person may rely on the Trustee's exercise of any power or authority as conclusive evidence that he or she possesses such power and authority. This Section shall not apply to any person who is a fiduciary with respect to the Plan.

Section 16.16 Indemnification of Trustee. To the extent permitted by law, the Employer hereby agrees to indemnify a Trustee who is not compensated for his or her services as Trustee for and to hold him or her harmless against any and all liabilities, losses, costs or expenses (including legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against him or her at any time by reason of his or her service under the Plan if he or she did not act dishonestly or otherwise in willful violation of the law under which such liability, loss, cost or expense arises. This indemnity shall not preclude such other indemnities as may be available under insurance purchased or provided by the Employer or under any agreement with

the Employer to the extent permitted by law. Payments under this Section shall be made solely from assets of the Employer and shall not be made from Trust Fund assets.

Section 16.17 Limitation on Responsibilities. The functions of any person engaged by the Trustee shall be limited to the specific services and duties for which he or she is engaged and he or she shall have no other duties or obligations under the Plan and Trust. Such persons shall exercise no discretionary authority or discretionary control respecting management of the Plan and Trust and shall exercise no authority or control respecting management or disposition of the assets of the Trust. Any Trustee who is not compensated for his or her services as Trustee shall be free from all liability for his or her acts and conduct in the management and control of the Trust Fund assets, except for acts of willful misconduct; provided, however, the foregoing shall not relieve him or her from any responsibility, obligation or duty he or she may have under ERISA.

Section 16.18 Appointment, Resignation and Removal of Trustee. The Trustee shall be appointed by and serve at the pleasure of the Board. The Board shall have the power, at any time and from time to time, to replace the Trustee by an instrument in writing delivered to the Trustee. The Trustee may resign by giving 60 days' advance written notice (or such other period of time agreed upon by the Trustee and the Board) to the Employer. If the Trustee resigns or is removed, the Trustee shall promptly transfer and deliver the assets of the Trust Fund to the successor Trustee and within 120 days the resigned or removed Trustee shall furnish to the Employer and the successor Trustee an accounting of the administration of the Trust from the date of the last accounting. Each successor shall have all the powers, rights and duties conferred by this Plan and Trust as if originally named Trustee.

Section 16.19 Plan Termination. In the event of the termination of the Plan, the Trustee shall dispose of the Trust Fund in accordance with the written directions of the Employer. The Trustee shall continue to have all powers provided herein as are necessary or desirable for the orderly liquidation and distribution of the Trust Fund.

Section 16.20 Right of Employer to Trust Assets. The Employer shall have no right or claim of any nature in or to the Trust Fund except the right to require the Trustee to hold, use, apply, and pay such assets in its possession in accordance with the Plan for the exclusive benefit of Participants and their Beneficiaries and for defraying the reasonable expenses of administering the Plan and Trust; provided, however:

(a) Failure to Qualify. All contributions made to the Plan and Trust by the Employer prior to approval by the Internal Revenue Service are made on the condition precedent that the Plan and Trust shall be qualified under Code §401(a). If it is finally determined that the Plan and Trust do not qualify under Code §401(a), but only if the application for the qualification is made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe, all monies contributed by the Employer and all Trust Fund Earnings since the establishment of the Plan and Trust shall be returned to the Employer within one year after the denial of the qualification of the Plan and Trust, and the Plan and Trust shall thereupon terminate;

(b) Disallowance of Deduction. Unless the Employer specifies otherwise in writing, each Employer contribution is conditioned upon its deductibility under Code §404. If, and to the extent that, a deduction for any such contribution is disallowed under Code §404, then such contribution shall be returned to the Employer within one year after the disallowance of the deduction if the Employer so requests during such one year period. If Trust Fund Earnings attributable to the amount of the disallowed contribution are a net loss, the contribution which is returned shall be reduced by such Trust Fund Earnings;

(c) Mistake of Fact. If, and to the extent that, any Employer contribution is made through mistake of fact, such contribution shall be returned to the Employer within one year of the payment of the contribution if it so requests during such one year period. If Trust Fund Earnings attributable to such mistaken contribution are a net loss, the contribution which is returned shall be reduced by such Trust Fund Earnings;

(d) Suspense Account. Any amounts held in a suspense account pursuant to Section 11.2 shall be returned to the Employer upon termination of the Plan.

If the provisions of this Section result in the return of Contributions after such amounts have been allocated to Accounts, such Accounts shall be reduced by the amount of the allocation attributable to such amount, adjusted for Trust Fund Earnings.

ARTICLE SEVENTEEN

AMENDMENT AND TERMINATION

Section 17.1 Amendment. The Employer may amend and/or terminate this Plan and Trust at any time. Any amendment by the Employer shall be in writing and shall indicate the date as of which the amendment is effective. All amendments shall be approved by resolution of the Board or such officers or individuals that are authorized to act on behalf of the Employer with respect to the execution of any Plan amendments. No Employer amendment shall be made which affects the rights, responsibilities or duties of the Retirement Plan Committee without their written consent.

Section 17.2 Termination and Distributions. Upon the Trustee's receipt of notice of Plan termination by the Employer, the Trustee shall proceed to pay such liabilities of the Plan and Trust which are directed by the Employer other than to Participants or their Beneficiaries. On a date mutually determined by the Employer and the Trustee, the Employer shall make the Account adjustments provided in Article Twelve as if such date were a Valuation Date. In addition, any amounts of the Trust Fund which are not allocated to Accounts (or to a suspense account under Section 11.2) shall be allocated to Accounts as of such date and any unclaimed benefits shall be applied as Forfeitures. The Trustee shall then completely distribute each affected Participant's benefits to such Participant or his or her Beneficiaries, as the case may be, in accordance with the Plan and the Employer's directions.

Section 17.3 Vesting Upon Termination of Plan or Complete Discontinuance of Contributions. Upon any the termination or partial termination of the Plan (or the complete discontinuance of the Employer's contributions), each affected Participant shall have a nonforfeitable right in one hundred percent (100%) of his or her Employer Contribution Account. In addition, unclaimed benefits shall be allocated as Forfeitures.

Section 17.4 Prohibited Amendments. No amendment shall be made which affects the rights, responsibilities or duties of the Trustee without its written consent. No amendment or termination shall (a) vest in the Employer, directly or indirectly, any interest, ownership or control in any assets of the Trust, or (b) have the effect of decreasing a Participant's Accounts (including, with respect to benefits attributable to service before the amendment, the elimination of an optional form of distribution or the elimination or reduction of an early retirement benefit or a retirement-type subsidy), except to the extent otherwise permitted under the Code or ERISA, or with respect to an Employee who is a Participant on the later of the date the amendment is adopted or effective, have the effect of reducing his or her nonforfeitable percentage as of such date in his or her Accounts; provided, however, any rights accrued or vested under the Plan and Trust may be adjusted among Participants by amendments made prior to securing or in order to secure the approval of the Plan by the Internal Revenue Service as a Qualified Plan.

ARTICLE EIGHTEEN

MISCELLANEOUS

Section 18.1 Inalienability of Benefits. Except as otherwise provided herein, the right of any Participant or Beneficiary to any benefit or payment under the Plan shall not be subject to voluntary or involuntary transfer, alienation, pledge, assignment or other disposition and shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. Any attempt to transfer, alienate, pledge, assign or otherwise dispose of such right or any attempt to subject such right to attachment, execution, garnishment, sequestration or other legal or equitable process shall be null and void. The foregoing shall not apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a qualified domestic relations order (as defined in Code §414(p)), or any domestic relations order entered before January 1, 1985 if the Employer elects to treat such order as qualified.

Section 18.2 Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Notwithstanding any other provisions in the Plan, the Plan must satisfy the requirements of this Section, which shall be construed in accordance with USERRA and Code §414(u) and shall be effective for absences on or after December 12, 1994, except to the extent USERRA requires otherwise. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

(a) Definitions. The following terms shall have the meanings set forth in this Section 18.2(a):

(i) A "Qualified Reemployed Employee" means an Employee who is entitled to rights under USERRA, is in a class of Employees eligible to participate in the Plan, and is reemployed under USERRA by the Employer.

(ii) "Service in the Uniformed Services" means the performance of duty on a voluntary or involuntary basis in a Uniformed Service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

(iii) A "Uniformed Service" means the Armed Forces, the Army National Guard, or the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, or any other category of persons designated by the President of the United States in time of war or emergency.

(iv) "USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as may be amended from time to time, and as set forth in Chapter 43 of Title 38, United States Code.

(b) Break in Service. A Qualified Reemployed Employee shall be treated as not having incurred a Break in Service with the Employer by reason of such person's period or periods of Service in the Uniformed Services. For all purposes under the Plan, an Employee shall be credited with the Hours of Service that he or she would have had if he or she had not had Service in the Uniformed Services.

(c) Contributions

(i) A Qualified Reemployed Employee who is a Participant shall have credited to his or her Account(s) any Employer Contributions that would have been made during the period of the Participant's Service in the Uniformed Services. The Employer Contributions shall be allocated in the same manner and to the same extent the allocation occurs for other Participants during the period of service.

(ii) The amount of make-up Employer Contributions that are credited to the Participant's Accounts shall not be adjusted for gains or losses that occurred during the Uniformed Service and prior to the Plan's receipt of the contributions (but shall be adjusted for gains and/or losses that occur after the contributions are credited to the Participant's Accounts).

(iii) Employer Contributions made under this Section 18.2 may not exceed the amount of contributions that would have been allocated to the Qualified Reemployed Employee who is a Participant had the Participant remained continuously employed by the Employer throughout the period of service. Proper adjustment shall be made for any contributions actually made on behalf of the Participant during such period.

(iv) Any contributions made under this Section 18.2(c) otherwise subject to the limitations of Code §§404(a), 415 or other Code sections shall be subject to such limitations with respect to the year to which the contributions relate and not with respect to the year in which the contributions are made.

(d) Compensation for Qualified Reemployed Employee. For purposes of this Section 18.2 and Code §415, a Participant shall be treated as having received Compensation during the period of Service in the Uniformed Services equal to: (1) the Compensation the Participant would have received but for the period of Service in the Uniformed Services; or (2) in the event that the determination of such Compensation is not reasonably certain, an amount based upon the Participant's average rate of Compensation during the twelve-month period immediately preceding such period of Service in the Uniformed Services (or, if shorter, the period of employment immediately preceding such period).

Section 18.3 Family and Medical Leave Act. To the extent required under the Family and Medical Leave Act of 1993, Employees or former Employees who are or were Participants will

be entitled to receive Employer Contributions and in other respects the Plan shall comply with the requirements of such Act.

Section 18.4 No Implied Rights. Neither the establishment of the Plan and Trust nor any modification thereof, nor the creation of any fund, trust or account, shall be construed as giving any Participant, Employee, Beneficiary or other person any legal or equitable right unless such right shall be specifically provided for herein or conferred by affirmative action of the Employer in accordance with the terms and provisions of the Plan and Trust.

Section 18.5 Status of Employment Relations. The adoption and maintenance of the Plan and Trust shall not be deemed to constitute a contract of employment between the Employer and its Employees or to be consideration for, or an inducement or condition of, the employment of any person. Nothing contained herein shall be deemed to (a) give to any person the right to be retained in the employ of the Employer; (b) affect the right of the Employer to discipline or discharge any person at any time; (c) give the Employer the right to require any person to remain in its employ; or (d) affect any person's right to terminate his or her employment at any time.

Section 18.6 No Guarantee/Limitation on Liability. Nothing contained in the Plan and Trust shall constitute a guarantee by the Employer, Trustee, or Employee, officer or director of an Employer that the assets of the Trust Fund will be sufficient to pay any benefit to any person, and to the extent not prohibited by federal law, none of them shall be liable (except for his or her own gross negligence or willful misconduct), for any act or failure to act, done or omitted in good faith, with respect to the Plan. The Employer shall not be responsible for any act or failure to act of any Trustee appointed to administer the Trust Fund. Prior to the time that distributions are made hereunder, Participants, Employees, Beneficiaries or other persons shall receive no distribution of cash or other thing of current or exchangeable value, either from the Employer or Trustee, on account of, or as a result of the Trust Fund created hereunder.

Section 18.7 Employees' Trust. The Plan and Trust are created for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan, and the Plan and Trust shall be interpreted in a manner consistent with their being, respectively, a Plan described in Code §401(a) (and §401(k) if applicable) and a Trust exempt from tax under Code §501(a). At no time shall the Trust Fund be diverted from the above purpose.

Section 18.8 Successor Employer. If a successor to the Employer or a purchaser of all or part of the Employer's assets elects to continue the Plan and Trust, such successor or purchaser shall be substituted for the Employer under the Plan and Trust.

Section 18.9 Merger or Consolidation of Plan and Trust. Neither the Plan or Trust may be merged or consolidated with, nor may their assets or liabilities be transferred to, any other plan or trust, unless each Participant would (if the Plan and Trust then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan and Trust had then terminated).

Section 18.10 Binding Effect. The provisions of the Plan and Trust shall be binding on the Employer, the Trustee and their successors and on all persons entitled to benefits under the Plan and their respective heirs, legal representatives and successors in interest.

Section 18.11 Invalidity of Certain Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and the Plan shall be construed and enforced as if such provisions, to the extent invalid or unenforceable, had not been included herein.

Section 18.12 Counterparts. The Plan and Trust may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and no other counterpart need be produced.

Section 18.13 Governing Laws. The Plan and Trust shall be construed and administered according to the laws of the State in which the Employer is incorporated (or, if the Employer is not incorporated, the State where its principal office is located) to the extent that such laws are not preempted by the laws of the United States of America.

Section 18.14 Construction.

(a) Wherever appropriate, words or terms used in this Plan in the singular may mean the plural, the plural may mean the singular, and the masculine may mean the feminine or neuter.

(b) If a word or term defined herein is used or referred to in the context of a Qualified Plan other than this Plan or a trade or business other than the Employer, such word or term shall be construed as if the definition herein had applied to and been utilized in the context of such other Qualified Plan or trade or business.

(c) Reference to the provisions of any particular section of the Code, ERISA, other statute (or regulation thereunder), Revenue Ruling or other release of the United States Treasury Department or other authority (collectively referred to as "authority") shall be deemed to be reference to any section of the authority which may hereafter contain the same or similar provisions.

(d) The headings of Articles and Sections hereunder are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.

This amendment and restatement of the Plan is executed this _____ day of _____, 20_____.

MARSHFIELD CLINIC

By: _____

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