MARSHFIELD CLINIC
SALARY REDUCTION PLAN

(As Amended and Restated Effective January 1, 2020)

MARSHFIELD CLINIC

SALARY REDUCTION PLAN

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ARTICLE ONE

RESTATEMENT OF THE MARSHFIELD CLINIC SALARY REDUCTION PLAN

Marshfield Clinic, a Wisconsin corporation, previously adopted the Marshfield Clinic Salary Reduction Plan (the "Plan"). The Plan was originally adopted on January 1, 1985, and has been amended at various times since that date. The Plan is intended to be a profit sharing plan qualified under Internal Revenue Code §§401(a) and 401(k), 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:

"401(k) Contributions" means those contributions to the Trust which are made pursuant to Article Five. 401(k) Contributions shall include Before-Tax Contributions and Roth Contributions.

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

"Before-Tax Contributions" means those contributions to the Trust which are made pursuant to Article Five and are made on a pre-tax basis.

"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 a Participant 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 amounts paid in cash 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 shall be considered (e.g., Compensation prior to the Employee's entry into the Plan 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 initially on the date the Employee first completes an Hour of Service. 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 Plan Year.

"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; and

(d) Self-Employed Individuals.

"Employee" means an individual who is a Common-Law Employee or a Self-Employed Individual of a Commonly Controlled Entity.

"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 in writing by the Board of Directors of Marshfield Clinic. Such adopting entity must agree in writing to become a "Participating Employer" in the Plan.

"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.

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

"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. The term "Participant" shall include "401(k) Participants" and "Match Participants" as follows:

(a) "401(k) Participant" means an Eligible Employee who is or was a Participant on November 29, 2020 and each other Eligible Employee who satisfies the requirements for participation contained in Section 3.1(a) and becomes eligible to make 401(k) Contributions under Section 5.1.

(b) "Match Participant" means an Eligible Employee who is or was a Participant on November 29, 2020 and each other Eligible Employee who satisfies the requirements for participation contained in Section 3.1(b) and becomes eligible to receive Matching Contributions under Section 5.2.

"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.

"Profit Sharing Contributions" means those contributions to the Trust which are made as RCMH Contributions under Section 4.1 or pursuant to Sections 5.6, 5.7, and 10.3.

"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).

"RCMH Employee" means an Employee who was employed by Rusk County Memorial Hospital ("RCMH") at the time of the RCMH affiliation with the Marshfield Clinic Health System and is identified on Appendix B.

"RCMH Contributions" means those contributions to the Trust which are made for RCMH Employees pursuant to Section 4.1.

"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.

"Roth Contributions" means those 401(k) Contributions to the Trust which are made pursuant to Article Five and are made on an after-tax basis.

"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 Before-Tax Contribution Account, Roth Contribution Account, Matching Contribution Account or RCMH 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 November 29, 2020 shall continue as a Participant eligible to make 401(k) Contributions under Section 5.1 and receive Matching Contributions under Section 5.2. Each other person who is or becomes an Eligible Employee shall become a Participant as follows:

(a) For purposes of eligibility to make 401(k) Contributions under Section 5.1, each Eligible Employee shall become a Participant upon his or her employment commencement date or, if later, the attainment of age 18.

(b) For purposes of eligibility to receive Matching Contributions under Section 5.2, each Eligible Employee shall become a Participant upon his or her employment commencement date or, if later, the attainment of age 18, if the Employee is scheduled to work an average of at least 1,000 hours in a 12-month period beginning with his or her employment commencement date. Notwithstanding the foregoing, each Eligible Employee who is not scheduled to work an average of at least 1,000 hours in such 12-month period but who completes an Eligibility Year of Service or who becomes scheduled to work an average of at least 1,000 hours in any 12-month period shall become eligible to receive Matching Contributions under Section 4.2 upon the occurrence of either of such two events or, if later, upon the attainment of age 18. An Employee who becomes eligible to receive Matching Contributions shall remain eligible to receive Matching Contributions even if his or her Hours of Service drop below 1,000 in any one or more Plan Years.

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 Forfeitures, Before-Tax Contributions, Roth Contributions, Matching Contributions, or Profit Sharing Contributions, if any. No Participant shall be eligible to receive an allocation for a Plan Year unless such Participant satisfies the applicable requirements under Article Five.

Section 3.3. Reparticipation. 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.

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. Contributions in General. Effective January 1, 2020, the Employer anticipates that Profit Sharing Contributions other than the Profit Sharing Contributions that may be made under Sections 5.6, 5.7, and/or 10.3 shall not be made to the Trust. For the 2018 and 2019 Plan Years, RCMH Contributions were allocated to the RCMH Contribution Account of each Participant who was an RCMH Employee as follows:

(a) 2018 RCMH Contribution. Each Participant employed as an RCMH Employee and not treated as a Highly Compensated Employee (as defined in Section 5.8(a)) for such Plan Year received the RCMH Contribution set forth on Appendix B for such RCMH Employee. In the event that the 2018 RCMH Contribution, when combined with any other annual additions for such Participant, caused the Participant to exceed the Section 415 limits set forth in Article 11 of this Plan, the 2018 RCMH Contribution for such Participant was reduced by the amount of such excess (the "Excess Allocation").

(b) 2019 RCMH Contribution. A Participant whose 2018 RCMH Contribution was limited as provided under Section 4.1(a) above and Eligible Employee for the 2019 Plan Year received the Excess Allocation as a 2019 RMCH Contribution if such Participant was not treated as a Highly Compensated Employee (as defined in Section 5.8(a)) for such Plan Year.

In addition to such RCMH Contributions and other Profit Sharing Contributions, if any, the Employer shall contribute to the Trust those amounts which constitute Before-Tax Contributions, Roth Contributions and Matching Contributions in accordance with Article Five of this Plan.

Section 4.2. Rules Applicable to Profit Sharing, 401(k) and Matching Contributions.

(a) Deduction Limits and Timing. In no event shall the Profit Sharing Contributions, 401(k) Contributions or Matching 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 Profit Sharing Contributions, 401(k) Contributions or Matching Contributions until the aggregate of such Contributions equals the Deductible Amount. Any remaining Profit Sharing Contributions, 401(k) Contributions or Matching 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 Profit Sharing Contributions, 401(k) Contributions or Matching 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. Profit Sharing Contributions, 401(k) Contributions and Matching 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.

ARTICLE FIVE

401(K) CONTRIBUTIONS, VOLUNTARY CONTRIBUTIONS, MATCHING 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. 401(k) Contributions.

(a) Election. Subject to the requirements of this Article and unless provided otherwise by Addendum hereto, each Participant shall be considered a 401(k) Participant and may elect to reduce his or her Compensation for the Plan Year by no less than one percent (1%) and no more than one hundred percent (100%) (or any whole percentage in between, subject to the other limitations contained hereunder) and to have the Employer contribute the amount of such reduction to the Trust on his or her behalf by filing one or more "Compensation Reduction Elections" with the Employer. Such contributions shall relate to a Participant's regularly paid wages or to any bonuses or other supplemental wages that constitute Compensation as designated by the Employer. The Participant's Compensation Reduction Election shall not be effective with respect to Compensation paid prior to the completion of his or her election. A Participant's Compensation Reduction Election shall remain in effect until such time that it is revoked or changed by the Participant, or modified by the Employer in order to comply with the requirements of this Article and Code §§401(a)(4) and 401(k).

(b) Amount. The Employer may limit a Participant's Election hereunder so that the aggregate reductions specified in a Participant's Compensation Reduction Elections for a Plan Year shall not exceed the limitations set forth in this Article or cause the Annual Additions limitations of Article Eleven or the deductibility limitations of the Code to be exceeded. The Employer may also set a Plan Year or other limitation on the amount of 401(k) Contributions that may be made on behalf of the Employees.

(c) Change or Revocation of Election. A Participant may revoke or change his or her Compensation Reduction Election at any time in accordance with such rules and procedures that the Employer establishes. Such changes shall be implemented as soon as administratively practicable by the Employer in accordance with such rules.

(d) Before-Tax Contributions and Roth Contributions. A Participant's 401(k) Contributions shall be treated as Before-Tax Contributions, unless expressly designated by the Participant. Effective April 1, 2007, a Participant may elect to make Roth Contributions to the Plan. A Roth Contribution is an elective contribution that is: (i) designated irrevocably by the Participant at the time of his or her deferred election as a Roth Contribution and that is being made in lieu of all or a portion of the Before-Tax Contributions the Participant is otherwise eligible to make to the Plan; and (ii) is includible in the Participant's income. A Participant's Roth Contributions will be allocated to a separate Roth Contribution Account maintained for

contributions as described in Article 12. Unless specifically stated otherwise, Roth Contributions will be treated as 401(k) Contributions for all purposes under the Plan.

The Employer may provide for separate Compensation Reduction Elections for different types of compensation, which shall include the opportunity to make a separate Compensation Reduction Election for amounts payable under the Employer's vacation pay policy. The Employer may establish rules regarding such deferrals for different employee groups; provided that such rules may not discriminate in favor of Highly Compensated Participants.

(e) Automatic Enrollment

(i) Each Eligible Employee who becomes a Participant or is rehired on or after January 1, 2017 and who has not made a Compensation Reduction Election (including an election for 0%) shall be deemed to have entered into a Compensation Reduction Election for six percent (6%) of Compensation. The deemed Compensation Reduction Election shall become effective as soon as practicable following the 60th day after the Eligible Employee first becomes a Participant.

(ii) Before a deemed Compensation Reduction Election under (i) above shall become effective for a Participant, he or she shall be provided with a written notice of rights and obligations under the automatic enrollment feature which is sufficiently accurate and comprehensive to apprise the Eligible Employee of those rights and obligations and is written in a manner calculated to be understood by the average Participant in the Plan. The notice must explain the Participant's right to elect to not have a Compensation Reduction Election automatically made on his or her behalf (or to elect to have a Compensation Reduction Election made at a different percentage). The notice must also explain how the amounts contributed during the Plan Year will be invested in the absence of any investment election by the Participant. The notice must explain how to elect an investment option (or options) different from the default investment option. The Participant must have a reasonable period of time after receipt of the notice and before 401(k) Contributions are made to elect against the automatic Compensation Reduction Election.

(iii) The automatic enrollment provision shall apply to a Participant until the effective date of a prospective election by the Participant not to have the deemed Compensation Reduction Election made on his or her behalf or to have such contributions made at a different percentage pursuant to the provisions of Section 5.1(b)."

Section 5.2. Matching Contributions.

(a) In General. For one or more Plan Years the Employer may contribute to the Trust an amount on behalf of Match Participants who make 401(k) Contributions for the Plan Year. Such contributions are referred to as "Matching Contributions".

(b) Amount. The Matching Contribution formula, if any, for any Plan Year shall be determined by the Employer in the Employer's sole discretion. The amount and availability of Matching Contributions (and all other features of such Contributions) shall in no event

discriminate within the meaning of Code §401(a)(4) in favor of Highly Compensated Participants. Accordingly, Matching Contributions may be limited to Nonhighly Compensated Match Participants but not be limited to Highly Compensated Match Participants. In addition, the Employer may limit the amount of Matching Contributions hereunder so that the limitations set forth in Article Five or Eleven or Code §404 are not exceeded.

(c) Allocation. The Matching Contributions on behalf of a Match Participant shall be allocated and credited to his or her Matching Contribution Account.

(d) Application of Forfeitures. As determined by the Employer each Plan Year, Forfeitures shall be applied to provide the Matching Contribution, which shall be allocated to Match Participants' Accounts in the same manner as such Contribution, and/or shall be applied to offset administrative expenses of the Plan.

Section 5.3. Timing of Before-Tax, Roth and Matching Contributions. 401(k) Contributions shall be paid by the Employer to the Trust as soon as reasonably possible (in accordance with ERISA's plan asset rules) but in all events not later than the 15th business day of the month following the month in which the Participant's Compensation is reduced pursuant to Section 5.1. Matching Contributions shall be paid by the Employer to the Trust as soon as reasonably practical as determined by the Employer. Notwithstanding the date or dates such payments to the Trust are actually made, Before-Tax, Roth and Matching Contributions made with respect to each Plan Year shall be allocated and credited to each Participant's respective Before-Tax Contribution, Roth Contribution Account and Matching Contribution Account as of the applicable Valuation Date within such Plan Year. See Article Twelve.

Section 5.4. Voluntary Nondeductible Contributions.

(a) In General. Participants may not make voluntary nondeductible employee contributions ("Voluntary Contributions") to the Trust except to the extent 401(k) Contributions are recharacterized as such pursuant to this Article Five.

(b) Allocation. Each Participant's Voluntary Contributions which are made during the Plan Year shall be allocated and credited to his or her Voluntary Contribution Account as of the applicable Valuation Date in such Plan Year.

(c) Vesting. A Participant shall at all times have a nonforfeitable right in 100% of his or her Voluntary Contribution Account.

(d) 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 Secretary of the Treasurer, 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 5.5. Dollar Limitation of 401(k) Contributions.

(a) "Excess Deferral" means (i) the amount by which a Participant's 401(k) Contributions for a calendar year exceed the limitations in subsection (b)(i) or (ii) the amount specified by the Participant in accordance with subsection (c), as the case may be.

(b) Limitation on Employer's Plans.

(i) A Participant's 401(k) Contributions for each calendar year, when added to all other Elective Deferrals made by the Participant under any other plan, contract or arrangement maintained by the Employer, shall not exceed the limitation in effect for such calendar year under Code §402(g)(1).

(ii) If a Participant's 401(k) Contributions for a calendar year exceed the limitation described in subsection (b)(i), the Employer shall direct the Trustee to distribute to such Participant an amount equal to the Excess Deferral by April 15 of the following calendar year.

(c) Limitation on all Elective Deferrals. If a Participant's Elective Deferrals exceed the limitation described in Code §402(g)(1) in effect for such calendar year, the Participant may request that his or her 401(k) Contributions for such calendar year be reduced. Such election shall be in writing filed with the Employer by March 1 of the following calendar year and shall specify the amount of the reduction requested. Upon receipt of such a request, the Employer may direct the Trustee to distribute the amount specified to the Participant by April 15 which next follows the Employer's receipt of such request. A Participant may designate the extent to which the excess amount is composed of Before-Tax Contributions and Roth Contributions. If the Participant does not designate which type of 401(k) Contributions are to be distributed, the Plan will distribute Before-Tax Contributions first.

(d) Allocation of Gain or Loss to Excess Deferrals. Any Excess Deferral distributed to a Participant pursuant to this Section shall be increased (or decreased) by an amount which shall equal the Allocable Income (defined below). In addition, any Matching Contributions (and income thereon) which are not reduced in accordance with Section 5.7 and which are made with respect to a Participant's Excess Deferrals shall be forfeited.

(e) Definitions.

(i) "Allocable Income" means the sum of the allocable gain or loss for the Applicable Year of the Participant, and any allocable gain or loss for the period between the end of such taxable year to the date of distribution (the "gap period"). Income allocable to Excess Deferrals with respect to any Participant during the Applicable Year and any gap period shall be calculated under any reasonable method as determined by the Plan Administrator, provided that such method is used by the Plan for allocating income to Participants' Accounts, and is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year. If the distribution of Excess Deferrals occurs during the Participant's taxable year in which the Participant made the Excess Deferral, the income allocable to Excess Deferrals will be based on the allocable gain or loss from the first day of the taxable year to the date of the corrective distribution.

(ii) "Applicable Year" means the Participant's calendar year to which the Excess Deferral relates; provided, however, if the Excess Deferral is distributed prior to the end of such calendar year, then "Applicable Year" for purposes of calculating the Calendar Year Income means the period beginning with such calendar year but ending on the date of the distribution of the Excess Deferral to the Participant.

(iii) "Elective Deferrals" means, with respect to each calendar year, the sum of any 401(k) Contributions made to this Plan, any employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in §401(k) of the Code, any SIMPLE arrangement under Code §408(p)(2)(A)(i), any simplified employee pension cash or deferred arrangement as described in Code §402(h)(1)(B), any plan as described under Code §501(c)(18), and any employer contributions made on the behalf of a Participant for the purchase of an annuity contract under Code §403(b) pursuant to a salary reduction agreement.

Section 5.6. Discrimination Requirements Applicable to 401(k) Contributions.

(a) Actual Deferral Percentage Test ("ADP Test"). For each Plan Year the Actual Deferral Percentage for Highly Compensated Participants must bear a relationship to the Actual Deferral Percentage for all Nonhighly Compensated Participants which satisfies either of the following tests:

(i) the ADP for the Highly Compensated Participants is not more than the ADP for the Nonhighly Compensated Participants multiplied by 1.25, or

(ii) the ADP for the Highly Compensated Participants is not more than the ADP for the Nonhighly Compensated Participants multiplied by 2, and the excess of the ADP for the Highly Compensated Participants over that of the Nonhighly Compensated Participants is not more than 2 percentage points.

(b) "Actual Deferral Percentage (ADP)" for the Highly Compensated or Nonhighly Compensated Participants, as the case may be, for a Plan Year means the average of the ratios,

calculated separately for each Participant in such respective group (to the nearest one-hundredth of one percent), of:

(i) the 401(k) Contributions allocated to the Participant's Account for such Plan Year, excluding Excess Deferrals of a Nonhighly Compensated Participant, excluding Excess Amounts pursuant to Plan Section 11.2, excluding 401(k) Contributions that are taken into account in satisfying the ACP Test (provided that the ADP Test is satisfied both with and without exclusion of such 401(k) Contributions), plus any Profit Sharing and/or Matching Contributions which are treated as 401(k) Contributions pursuant to subsection (c)(iii) below, to

(ii) the Participant's Compensation for such Plan Year during the Participant's period of participation in the Plan (unless the Employer elects otherwise for all Participants, in which case Compensation will include Compensation for the entire Plan Year).

The ADP for the Nonhighly Compensated Participant group and the ADP for the Highly Compensated Participant group shall be based on current Plan Year data. For purposes of calculating ADPs with respect to each Plan Year, each Employee who is permitted to make 401(k) Contributions shall be a Participant whose ADP is zero (before adjustment under subsection (c)) if such Employee fails to make any 401(k) Contributions.

(c) Adjustment to Actual Deferral Percentages. If the Plan would fail to satisfy the ADP Test with respect to a Plan Year, the Employer shall make one or any combination of the following adjustments to the extent necessary to cause the Plan to satisfy the ADP Test:

(i) On or before the last day of the immediately following Plan Year, the Trustee shall distribute Excess Contributions (as adjusted pursuant to subsection (f) below) to the Highly Compensated Participants to whose Accounts such Excess Contributions are allocated; provided, however, if the Excess Contributions are distributed more than 2½ months after the last day of the Plan Year to which the Excess Contributions relate, the Employer shall be liable to the Internal Revenue Service for an excise tax equal to 10% of the amount of such Excess Contributions. A Participant may designate the extent to which the excess amount is composed of Before-Tax Contributions and Roth Contributions. If the Participant does not designate which type of 401(k) Contributions are to be distributed, the Plan will distribute Before-Tax Contributions first.

(ii) Within 2½ months after the end of the Plan Year to which the Excess Contributions relate, the Plan may treat ("recharacterize") the Excess Contributions as Voluntary Contributions for those Highly Compensated Participants whose Accounts are allocated such Excess Contributions (prior to reduction hereunder); provided, however--

(A) Such recharacterization shall be deemed to have occurred no earlier than on the date that the last Highly Compensated Participant is informed

in writing of the amount recharacterized and the consequences thereof in accordance with Code §401(k) and rules and regulations thereunder;

(B) Excess Contributions shall not be recharacterized for a Highly Compensated Participant to the extent such recharacterized Contributions cause the ACP Test of Section 5.7 to be violated or, in combination with other Voluntary Contributions made by the Participant, exceed the amount of Voluntary Contributions which are permitted to be made pursuant to Article Five; and

(C) Recharacterized Excess Contributions shall be subject to the same distribution provisions that are applicable to 401(k) Contributions.

(iii) All or a portion of the Profit Sharing and/or Matching Contribution for the Plan Year, if any, shall be allocated among the Nonhighly Compensated Participants in such proportion as the Employer shall determine and shall be treated as 401(k) Contributions for purposes of satisfying the ADP Test; provided, however --

(A) Such amounts may only be taken into account with respect to a Plan Year if they are contributed to the Trust before the last day of the 12-month period which immediately follows such Plan Year;

(B) Such Profit Sharing Contributions may be referred to as "Qualified Non-Elective ADP Contributions" and may be credited to the Participant's "Qualified Non-Elective ADP Contribution Account;" such Matching Contributions may be referred to as "Qualified Matching Contributions" and may be credited to the Participant's "Qualified Matching Contribution Account";

(C) Qualified Non-Elective ADP Contribution Accounts and Qualified Matching Contribution Accounts, when contributed to the Trust, shall be subject to the same distribution and vesting provisions which are applicable to 401(k) Contributions, notwithstanding the distribution and vesting provisions otherwise applicable to Profit Sharing Contributions and Matching Contributions;

(D) The Matching Contributions and the Profit Sharing Contributions, calculated by both excluding and including those amounts which are treated as 401(k) Contributions hereunder, shall satisfy Code §401(a)(4); and

(E) The Qualified Non-Elective ADP Contributions and Qualified Matching Contributions shall not be taken into account in satisfying the ACP Test under Section 5.7.

(d) "Excess Contributions" means, with respect to a Plan Year, the aggregate of the excess of the 401(k) Contributions allocated to the Account of each Highly Compensated Participant over the maximum 401(k) Contributions which may be allocated to each such Account without failing the ADP Test. The amount of Excess Contributions shall be calculated by (1) reducing the ADP of the Highly Compensated Participant(s) with the highest ADP to the extent such reduction enables the Plan to satisfy the ADP test or causes such Participant(s)' ADP

to equal the ADP of the Highly Compensated Participant(s) with the next highest ADP, and (2) if necessary, reducing the ADP of the Highly Compensated Participant(s) at the next highest ADP level (including the ADP of the Highly Compensated Participant(s) whose ADP has already been reduced under (1) above) to the extent such reduction enables the Plan to satisfy the ADP test or causes the Participant(s)' ADP to equal the ADP of the Highly Compensated Participant(s) with the next highest ADP, and repeating this process until the Plan satisfies the ADP test. After the Employer has determined the Excess Contribution amount, the Trustee, as directed by the Employer, will distribute to each Highly Compensated Participant his or her respective share of the Excess Contributions. The Employer will determine the respective shares of Excess Contributions by starting with the Highly Compensated Participant(s) who has/have the greatest 401(k) Contributions for the Plan Year and reducing such Contributions but not to a point below the next highest amount of 401(k) Contributions, and then if necessary, reducing the 401(k) Contributions of the Highly Compensated Participant(s) with the next greatest amount of Contributions, including the 401(k) Contributions of the Highly Compensated Participant(s) whose 401(k) Contributions the Employer already has reduced, but to a point not below the next greatest amount of 401(k) Contributions, and continuing in this manner until the Trustee has distributed all Excess Contributions. The provisions of this Section 5.6(d) are effective as of January 1, 1997.

(e) Coordination With Excess Deferrals and Other Contributions. The amount of Excess Contributions to be recharacterized or distributed under this Section with respect to any Participant shall be reduced by any Excess Deferrals previously distributed to such Participant for the Participant's taxable year which ends with or within the applicable Plan Year. Matching Contributions which are not reduced in accordance with Section 5.7(c) and which are made with respect to the Participant's Excess Contributions shall be forfeited.

(f) Allocation of Gain or Loss to Excess Contributions. Any 401(k) Contributions distributed to a Participant pursuant to subsection (c)(i) shall be increased (or decreased) by an amount equal to the Allocable Income (as defined below).

(i) "Allocable Income" means, effective for Plan Years commencing on or after January 1, 2006 and prior to January 1, 2008, the sum of the allocable gain or loss for the Applicable Year, and any allocable gain or loss for the period between the end of the Applicable Year to the date of distribution (the "gap period"). For Plan Years beginning on or after January 1, 2008, allocable income or loss shall not include allocable income or loss for the gap period. Income allocable to Excess Contributions with respect to any Participant shall be calculated under any reasonable method as determined by the Plan Administrator, provided that such method is used by the Plan for allocating income to Participants' Accounts, and is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year in accordance with Treasury regulations and rules.

(ii) "Applicable Year" means the Plan Year to which the Excess Contributions relate.

(g) Plan Aggregation Rule. In the event that this Plan satisfies the requirements of Code §§401(k), 401(a)(4), or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section shall be applied by determining the ADP of employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy Code §401(k) only if they have the same plan year.

(h) Aggregation Rule for Highly Compensated Participants. If a Highly Compensated Participant also participates in another cash or deferred arrangement described in Code §401(k) which is maintained by the Employer, then this Plan and any other such arrangement shall be aggregated and treated as one cash or deferred arrangement for purposes of calculating such Participant's ADP. If a Highly Compensated Participant participates in two or more such cash or deferred arrangements that have different plan years, all cash or deferred arrangements ending with or within the same calendar year shall be treated as a single arrangement.

Section 5.7. Discrimination Requirements Applicable to Matching Contributions and Voluntary Contributions.

(a) Actual Contribution Percentage Test ("ACP Test"). For each Plan Year, the Actual Contribution Percentage for Highly Compensated Participants must bear a relationship to the Actual Contribution Percentage for all Nonhighly Compensated Participants which satisfies either of the following tests:

(i) the ACP for the Highly Compensated Participants is not more than the ACP for the Nonhighly Compensated Participants multiplied by 1.25, or

(ii) the ACP for the Highly Compensated Participants is not more than the ACP for the Nonhighly Compensated Participants multiplied by 2, and the excess of the ACP for the Highly Compensated Participants over that of the Nonhighly Compensated Participants is not more than 2 percentage points.

(b) "Actual Contribution Percentage (ACP)" for the Highly Compensated or Nonhighly Compensated Participants, as the case may be, for a Plan Year means the average of the ratios, calculated separately for each Participant in such respective group (to the nearest one-hundredth of one percent) of:

(i) the Matching Contributions and Voluntary Contributions allocated to the Participant's Accounts for such Plan Year, including 401(k) Contributions which are recharacterized as Voluntary Contributions pursuant to subsection 5.6(c) but excluding Matching Contributions that are taken into account in satisfying the ADP Test, plus any 401(k) and Profit Sharing Contributions which are treated as Matching Contributions pursuant to subsection 5.7 (c)(ii)), to

(ii) the Participant's Compensation for such Plan Year during the Participant's period of participation in the Plan (unless the Employer elects otherwise for all

Participants, in which case Compensation will include Compensation for the entire Plan Year).

The ACP for the Nonhighly Compensated Participant group and the ACP for the Highly Compensated Participant group shall be based on current Plan Year data. For purposes of calculating ACPs with respect to each Plan Year, each Employee who is permitted to make Voluntary Contributions or to receive an allocation of Matching Contributions shall be a Participant whose ACP is zero (before any adjustment pursuant to subsection (c)(ii) below) if such Employee fails to make, or fails to receive an allocation of, such Contributions.

(c) Adjustment to Actual Contribution Percentages. If the Plan would fail to satisfy the ACP Test with respect to a Plan Year, the Employer shall make one or any combination of the following adjustments to the extent necessary to cause the Plan to satisfy the ACP Test:

(i) On or before the last day of the immediately following Plan Year, Excess Aggregate Contributions (as adjusted pursuant to subsection (f) below) shall be forfeited (if forfeitable) or distributed in accordance with this subsection (c)(i) to the Highly Compensated Participants to whose Accounts such Excess Aggregate Contributions are allocated; provided, however, if the Excess Aggregate Contributions are distributed more than 2½ months after the last day of the Plan Year to which such Contributions relate, the Employer shall be liable to the Internal Revenue Service for an excise tax equal to 10% of the amount of such Excess Aggregate Contributions. To accomplish the foregoing --

(A) Voluntary Contributions (as adjusted pursuant to subsection (f)) shall first be distributed to the extent there is no Matching Contribution allocated with respect to such Voluntary Contributions;

(B) if an additional reduction of the ACP is required or if there is an allocation of Matching Contributions with respect to all Voluntary Contributions, then Voluntary Contributions and the corresponding Matching Contributions shall be distributed; and

(C) if an additional reduction of the ACP is required, then other Matching Contributions shall be forfeited (if forfeitable) or distributed.

(ii) All or a portion of a Profit Sharing Contribution for the Plan Year shall be allocated among the Nonhighly Compensated Participants in such proportion as the Employer shall determine and such amounts plus any 401(k) Contributions selected by the Employer shall be treated as Matching Contributions for purposes of satisfying the ACP Test; provided, however --

(A) Such amounts may only be taken into account with respect to a Plan Year if they are contributed to the Trust before the last day of the 12-month period which immediately follows such Plan Year;

(B) The 401(k) Contributions shall only be treated as Matching Contributions hereunder if the ADP Test is satisfied both before and after such treatment;

(C) Such Profit Sharing Contributions may be referred to as "Qualified Non-Elective ACP Contributions" and may be credited to the Participant's "Qualified Non-Elective ACP Contribution Account"; such 401(k) Contributions may be referred to as "Qualified 401(k) Contributions" and may be credited to the Participant's "Qualified 401(k) Contribution Account";

(D) The Profit Sharing Contribution, calculated by both excluding and including the Qualified Non-Elective ACP Contributions, shall satisfy Code §401(a)(4); and

(E) The Qualified Non-Elective ACP Contributions and Qualified 401(k) Contributions shall not be taken into account in satisfying the ADP Test under Section 5.6.

(d) "Excess Aggregate Contributions" means, with respect to a Plan Year, the aggregate of the excess of the Voluntary and Matching Contributions allocated to the Accounts of each Highly Compensated Participant over the maximum amount of such Contributions which may be allocated to such Accounts without failing the ACP Test. The amount of Excess Aggregate Contributions shall be calculated by (1) reducing the ACP of the Highly Compensated Participant(s) with the highest ACP to the extent such reduction enables the Plan to satisfy the ACP test or causes such Participant(s)' ACP to equal the ACP of the Highly Compensated Participant(s) with the next highest ACP, and (2) if necessary, reducing the ACP of the Highly Compensated Participant(s) at the next highest ACP level (including the ACP of the Highly Compensated Participant(s) whose ACP has already been reduced under (1) above) to the extent such reduction enables the Plan to satisfy the ACP test or causes the Participant(s)' ACP to equal the ACP of the Highly Compensated Participant(s) with the next highest ACP, and repeating this process until the Plan satisfies the ACP test. After the Employer has determined the Excess Aggregate Contribution amount, the Trustee, as directed by the Employer, will distribute or forfeit to each Highly Compensated Participant his or her respective shares of the Excess Aggregate Contributions. The Employer will determine the respective share of Excess Aggregate Contributions by starting with the Highly Compensated Participant(s) who has/have the greatest Voluntary and Matching Contributions for the Plan Year and reducing such Contributions (but not below the next highest level of Voluntary and Matching Contributions), and then if necessary, reducing such Contributions of the Highly Compensated Participant(s) with the next highest level of Contributions, including such Contributions of the Highly Compensated Participant(s) whose Voluntary and Matching Contributions the Employer already has reduced (but not below the next highest level of such Contributions), and continuing in this manner until the Trustee has distributed all Excess Aggregate Contributions. The provisions of this Section 5.7(d) are effective as of January 1, 1997.

(e) Coordination With Excess Deferrals and Excess Contributions. With respect to a Plan Year, Excess Deferrals for the taxable year which ends with or within the Plan Year, if any,

shall first be calculated and distributed pursuant to Section 5.5; next, Excess Contributions for the Plan Year, if any, shall then be calculated and reduced pursuant to Section 5.6; finally, Excess Aggregate Contributions shall then be calculated pursuant to this Section.

(f) Allocation of Gain or Loss to Excess Aggregate Contributions. Any Excess Aggregate Contributions distributed to a Participant pursuant to subsection (c)(i) shall be increased (or decreased) by an amount equal to the Allocable Income (as defined below).

(i) "Allocable Income" means, effective for Plan Years commencing on or after January 1, 2006 and prior to January 1, 2008, the sum of the allocable gain or loss for the Applicable Year, and any allocable gain or loss for the period between the end of the Applicable Year to the date of distribution (the "gap period"). For Plan Years beginning on or after January 1, 2008, allocable income or loss shall not include allocable income or loss for the gap period. Income allocable to Excess Aggregate Contributions with respect to any Participant shall be calculated under any reasonable method as determined by the Plan Administrator, provided that such method is used by the Plan for allocating income to Participants' Accounts, and is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year in accordance with Treasury regulations and rules.

(ii) "Applicable Year" means the Plan Year to which the Excess Aggregate Contributions relate.

(g) Plan Aggregation Rule. In the event that this Plan satisfies the requirements of Code §§401(m), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section shall be applied by determining the Actual Contribution Percentage of employees as if all such plans were a single plan. Such plans may be aggregated in order to satisfy §401(m) of the Code only if they have the same plan year.

(h) Aggregation Rule for Highly Compensated Participants. If a Highly Compensated Participant also participates in any other plan or arrangement (under Code §§401(a) or 401(k)) which is maintained by the Employer and to which matching contributions, employee contributions or elective deferrals are made, then any such contributions shall be treated as having been made to this Plan for purposes of this Section and Code §401(m). If a Highly Compensated Participant participates in two or more such arrangements that have different plan years, all such arrangements ending with or within the same calendar year shall be treated as a single arrangement.

Section 5.8. Highly and Nonhighly Compensated Participants.

(a) "Highly Compensated Participant" means for any Plan Year, a Participant who during the Plan Year or during the immediately preceding Plan Year is a more than 5% owner of the Employer (applying the constructive ownership rules of Code §318), or who during the immediately preceding Plan Year had compensation in excess of $120,000 (as adjusted by the Commissioner of Internal Revenue for the relevant year). The Employer must make the

determination of Highly Compensated Participants in accordance with Code §414(q) and the regulations thereunder. A Highly Compensated Participant includes any Employee who separated from service (or was deemed to have separated) prior to the Plan Year, performs no service for the Employer during the Plan Year, and was a Highly Compensated active employee for either the separation year or any Plan Year ending on or after the Employee's 55th birthday. The provisions of this Section 5.8(a) are effective as of January 1, 1997.

(b) "Nonhighly Compensated Participant" means, for any Plan Year, a Participant who is not a Highly Compensated Participant.

Section 5.9. Limitation of Multiple Use of Alternative Limitation. Effective January 1, 2002, the Limitation on Multiple Use of the Alternative Limitation is deleted.

Section 5.10. Family Member Aggregation. Effective January 1, 1997, there shall be no aggregation of family members for purposes of this Article Five and the Plan.

Section 5.11. Miscellaneous Rules.

(a) Coordination with Other Plan Provisions.

(i) Distributions. Any distributions of Excess Deferrals, Excess Contributions or Excess Aggregate Contributions pursuant to this Article shall be made notwithstanding any other provision of the Plan, including without limitation Article Eight.

(ii) Annual Additions. Excess Contributions and Excess Aggregate Contributions are Annual Additions notwithstanding their correction under this Article. Excess Deferrals are Annual Additions unless they are distributed in accordance with Section 5.5. 401(k) Contributions which are excess Annual Additions that are returned in accordance with Section 11.2 are disregarded in calculating the Employee's Elective Deferrals under Section 5.5 and the numerators of the ADP and ACP under Sections 5.6 and 5.7.

(b) Additional Requirements. Any Contributions and any adjustments which are made pursuant to this Article to any Contributions and the determination and treatment of the ADP and ACP shall satisfy such other requirements which may be prescribed by the Secretary of the Treasury.

(c) Recordkeeping. The Employer shall maintain records sufficient to demonstrate satisfaction of the ADP Test, the ACP Test and the amount of Contributions used in such Tests.

(d) Separate Testing. In conformance with the Code, the Employer may separately test Employees who are and are not otherwise excludible employees within the meaning of Treasury regulations.

Section 5.12. 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. The Plan will accept a rollover contribution to a Roth Contribution Account if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code. The rollover contribution may be in form of cash, a loan obtained from another qualified plan described in section 401(a) or 403(a) of the Code, or other assets acceptable to the Plan Administrator.

(c) Acceptance and Return. If any Rollover Contribution includes property other than money, such a loan obtained from another qualified plan described in section 401(a) or 403(a) of the Code, 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) Safe-Harbor Plan. The Employer will refuse to accept any Rollover Contribution if the Employer determines that its acceptance may cause the Plan to be a direct or indirect

transferee (within the meaning of Code §401(a)(11)(B)(iii)(III)) from any Qualified Plan which is subject to the requirements of Code §§401(a)(11) and 417.

(e) 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).

(f) 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.

Section 5.13. Catch-Up Contributions. All employees who are eligible to make elective deferrals under this plan and who have attained age 50 before the close of the plan year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the plan implementing the required limitations of sections 402(g) and 415 of the Code. The plan shall not be treated as failing to satisfy the provisions of the plan implementing the requirements of section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.

Section 5.14. Incorporation by Reference. The limitations of Internal Revenue Code Sections 401(k), 401(m) and 414(v) are hereby incorporated by reference. The Plan set forth the basic requirements of Code Sections 401(k) and (m) and Section 414(v). In the event of any conflict between the provisions of this Plan and the Section 401(k), 401((m) and/or 414(v) requirements, the provisions of Sections 401(k), 401(m) and 414(v) and regulations thereunder shall govern. The Plan also incorporates by reference any subsequent IRS guidance applicable under these Code provisions.

ARTICLE SIX

VESTING

Section 6.1. Full Vesting. Each Participant shall have a nonforfeitable right in one hundred percent (100%) of the Participant's Before-Tax Contribution Account, Roth Contribution Account, Matching Contribution Account and Voluntary Contribution Account. A Participant's interest in his or her RCMH Contribution Account shall become fully vested and nonforfeitable at the earliest of the following dates:

(a) The date the Participant shall have completed at least such Years of Vesting Service as are required for 100% vesting under Section 6.2 below.

(b) The date of the Participant's death while in the employ of the Employer or a Commonly Controlled Entity.

(c) The date of the Participant's Disability while in the employ of the Employer or a Commonly Controlled Entity.

(d) The Participant's attainment of his Normal Retirement Date while in the employ of the Employer or a Commonly Controlled Entity.

(e) The date of termination of the Plan (or partial termination as to Participants affected thereby) or the date of complete discontinuance of contributions by the Employer.

Section 6.2. Vesting Schedule. Prior to the date that the Participant's interest in his or her RCMH Contribution Account becomes fully vested in accordance with Section 6.1, the current vested interest in such RCMH Contribution Account shall be determined in accordance with the following:

Years of Vesting Service	Percent Vested
Less than 3	0%
3 years or more	100%

A Participant's Years of Vesting Service shall be determined in accordance with Section 6.3(c) below; provided that such Participant shall also be given credit for the number of Years of Service for such Participant set forth on Appendix B (which is based upon the Participant's service with RCMH prior to its affiliation with the Marshfield Clinic Health System).

Section 6.3. 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.

Section 6.4. Forfeitures. As to any Participant who terminates employment with the Company and all Affiliated Companies prior to becoming fully vested in his or her Account, the unvested portion of such Account shall be declared a forfeiture as of the date of such distribution if such Participant is partially vested and as soon as practicable following the date of termination if such Participant is 0% vested.

(a) If the Participant is rehired after incurring five (5) or more consecutive One Year Breaks in Service, the Participant has no rights to restoration of the Participant's prior nonvested balance.

(b) If the Participant is rehired before incurring five (5) or more consecutive One Year Breaks in Service, then the amount of his prior nonvested balance that was previously forfeited shall be restored to the Participant's Accounts out of, in the following order of priority: forfeitures, or Employer contributions to the Plan.

(c) Any forfeitures shall first be used to restore Participants' Accounts as provided in (b) above. Any remaining forfeitures may be used to pay any administrative expenses of the Plan or to reduce the Employer Contributions under Article 4.

Section 6.5. Vesting Credit Following Termination. If a Participant incurs a Break in Service after termination of employment before he or she has acquired any vested interest in any portion of his or her Account, and if the aggregate number of consecutive One Year Breaks in Service (including those within such Break in Service) then or thereafter equals or exceeds the number of Years of Vesting Service prior to such Break in Service, then all prior Years of Vesting Service shall be forfeited as it otherwise would be used to measure the vested interest in the new Account established subsequent to such Break in Service.

If a Participant incurs a Break in Service after termination of employment after the Participant has acquired a vested interest in any portion of his or her Account, then (regardless of the subsequent number of consecutive One Year Breaks in Service) all prior Vesting Service shall be aggregated with the subsequent Vesting Service to measure the vested interest in the new Account established subsequent to such Break in Service.

ARTICLE SEVEN

TIMING OF DISTRIBUTIONS

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 Section 7.3 and Section 7.4. In addition, the Plan shall permit a distribution during employment to a military reservist to the extent permitted under the Pension Protection Act of 2006 or other similar legal guidance A Participant's withdrawals 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 minus the amount of any outstanding indebtedness as of such Valuation Date with respect to any loan to the Participant made pursuant to Article Thirteen. The withdrawal of Voluntary Contributions shall be made pursuant to Article Five.

Section 7.3. Hardship Withdrawals for Plan Years Ending on or Before December 31, 2018. Each Participant may withdraw benefits from his or her Before-Tax Contribution Account and Roth Contribution Account in accordance with this Section upon filing an election with the Employer.

(a) Immediate and Heavy Financial Need. A hardship withdrawal shall only be permitted from the Participant's Before-Tax Contribution Account or Roth Contribution Account if the Employer determines that the withdrawal is on account of an immediate and heavy financial need (which need shall not fail as "immediate and heavy" merely because it was foreseeable or voluntarily incurred by the Participant). A withdrawal is on account of an immediate and heavy financial need only if it is on account of:

(i) medical expenses described in Code §213(d) which are incurred by or necessary for the Participant, his or her spouse or any of the Participant's dependents (as defined in Code §152);

(ii) the purchase (excluding mortgage payments) of a principal residence for the Participant;

(iii) the payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, his or her spouse, children or dependents;

(iv) the need to prevent the Participant's eviction from his or her principal residence or the foreclosure on the mortgage of his or her principal residence;

(v) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependent,

(vi) expenses for repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165; or

(vii) any other financial need previously announced by the Internal Revenue Service as constituting a deemed immediate and heavy financial need.

(b) Withdrawal Necessary to Satisfy Need. A hardship withdrawal shall only be permitted to the extent the distribution is not in excess of the amount required to relieve the immediate and heavy financial need described in subsection (a) above, including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal.

(c) Additional Limitations. Each of the following additional provisions must be satisfied with respect to the Participant requesting the hardship withdrawal:

(i) the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans available to the Participant under this Plan and all other plans maintained by the Employer; and

(ii) for no less than six (6) months following the Participant's receipt of the hardship withdrawal, he or she is not permitted to make 401(k) or Voluntary Contributions under this Plan or §401(k) elective deferrals or employee contributions under any other plan maintained by the Employer (including all qualified and nonqualified plans of deferred compensation and not including health or welfare plans such as a cafeteria plan other than a CODA therein).

Subject to Section 7.2, any withdrawal of Before-Tax Contributions (including Qualified Before-Tax Contributions) may also include Trust Fund Earnings credited to the Participant's Before-Tax Contribution Account on or prior to December 31, 1988, but may not include Trust Fund Earnings credited after such date and may also not include any Qualified Non-Elective ADP Contributions or Qualified Matching Contributions except to the extent provided otherwise by the Code and regulations thereunder.

Section 7.4. Hardship Withdrawals for Plan Years Commencing on or After January 1, 2019. Each Participant may withdraw benefits from his or her Before-Tax Contribution Account and Roth Contribution Account in accordance with this Section and in accordance with rules established by the Employer.

(a) Immediate and Heavy Financial Need. A hardship withdrawal shall only be permitted if the Employer determines that the withdrawal is on account of an immediate and heavy financial need (which need shall not fail as "immediate and heavy" merely because it was foreseeable or voluntarily incurred by the Participant). A withdrawal is on account of an immediate and heavy financial need only if it is on account of:

(i) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d), determined without regard to the limitations in Code Section 213(a) (relating to the applicable percentage of adjusted gross income and the recipients of the medical care) provided that, if the recipient of the medical care is not listed in Code Section 213(a), the recipient is a primary beneficiary under the Plan;

(ii) Costs directly related to the purchase of a principal residence for the Employee (excluding mortgage payments);

(iii) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Employee, for the Employee's spouse, child or dependent (as defined in Code Section 152 without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B)), or for a primary beneficiary under the Plan;

(iv) Payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence;

(v) Payments for burial or funeral expenses for the Employee's deceased parent, spouse, child or dependent (as defined in Code Section 152 without regard to Code Section 152(d)(1)(B)) or for a deceased primary beneficiary under the Plan;

(vi) Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to Code Section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income); or

(vii) Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

For purposes of this Section 7.4(a), a "primary beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right, upon the death of the Employee, to all or a portion of the Employee's Account under the Plan.

(b) Withdrawal Necessary to Satisfy Immediate and Heavy Financial Need. A distribution is treated as necessary to satisfy an immediate and heavy financial need of an Employee only to the extent the amount of the distribution is not in excess of the amount required to satisfy the immediate and heavy financial need (including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution). A distribution is not treated as necessary to satisfy an immediate and heavy financial need of an Employee unless the Employee has obtained all other currently available distributions under the Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer. In addition, for a distribution that is made on or after

January 1, 2020, the Employee must represent (in writing, by an electronic medium, or in such other form as may be prescribed by the IRS Commissioner) that he or she has insufficient cash or other liquid assets to satisfy the need. The Employer may rely on the Employee's representation unless the Employer has actual knowledge to the contrary.

(c) Additional Rules. Hardship withdrawals under this Section 7.4 shall be subject to the following additional rules:

(i) A Participant receiving a hardship withdrawal is not required to suspend or terminate 401(k) or Voluntary Contributions under this Plan or Section 401(k) elective deferrals or employee contributions under any other plan maintained by the Employer (including all qualified and nonqualified plans of deferred compensation and not including health or welfare plans such as a cafeteria plan other than a CODA therein). A Participant who received a hardship withdrawal in the six months prior to January 1, 2019 and who had his or her Section 401(k) elective deferrals or Voluntary Contributions suspended shall be permitted to make 401(k) or Voluntary Contributions at any time on or after January 1, 2019.

(ii) The amount eligible for a hardship withdrawal from a Participant's Before-Tax Contribution Account and Roth Contribution Account shall include Trust Fund Earnings credited to such Accounts.

(iii) A Participant's Qualified Non-Elective ADP Contribution Account, Qualified Matching Contribution Account and RCMH Contribution Account are not eligible for hardship withdrawal.

(iv) The hardship withdrawal rules under this Section 7.4 shall be applied in a manner consistent with the rules contained in Internal Revenue Code Section 401(k) and the regulations thereunder.

Section 7.5. Age 59½ Distributions. A Participant who has attained the age of 59½ may withdraw his or her nonforfeitable benefits prior to Termination of Employment upon filing a request with the Employer.

Section 7.6. 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 Normal Retirement Date unless within 180 days prior to the Annuity Starting Date written consent to the distribution is given by the Participant.

(b) Notice. A consent pursuant to subsection (a) shall not be given effect unless the Participant is notified in writing of his or her right to defer any distribution until the Normal Retirement Date. 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; provided, however, unless the Employer adopts a policy to the contrary, payment may be made less than 30 days after said notification is given if a Participant waives the 30-day notice requirement. The Participant's waiver shall not be given effect unless the Employer informs the Participant in writing that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option) and the Participant, after receiving notice, affirmatively elects that the distribution occur within said 30 days.

(c) "Annuity Starting Date" means the first day of the first period for which an amount is paid in any form.

(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. 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). For purposes of this Section 7.6(d), if a Participant has begun to receive distributions pursuant to an optional form of benefit under which at least one scheduled periodic distribution has not yet been made, and if the total value of the Participant's benefits, determined at the time of the first distribution under that optional form of benefit, exceeded $5,000, then the value of the Participant's benefits at all times is deemed to exceed $5,000. Effective March 28, 2005, in the event of a distribution that is greater than $1,000, in accordance with the provisions of this Section 7.6(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) 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 7.7. 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 7.8. 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 7.9. 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. In addition, amounts credited to a Participant's Before-Tax Contribution Account, Roth Contribution Account, Qualified Non-Elective ADP Contribution Account and Qualified Matching Contribution Account may also be distributed upon: (a) termination of the Plan without the establishment of another defined contribution plan; (b) the disposition by a corporation to an unrelated corporation of substantially all of the assets (within the meaning of §409(d)(2) of the Code) used in a trade or business of such corporation if such corporation continues to maintain this Plan after the disposition, but only with respect to Employees who continue employment with the corporation acquiring such assets; and (c) the disposition by a corporation to an unrelated entity of such corporation's interest in a subsidiary (within the meaning of §409(d)(3) of the Code) if such corporation continues to maintain this Plan, but only with respect to Employees who continue employment with such subsidiary.

Section 7.10. Coronavirus-Related Distributions. In accordance with rules established by the Employer, a Participant may withdraw benefits from his or her vested Account for a Coronavirus-Related Distribution; provided that the aggregate amount of Coronavirus-Related Distributions from all plans maintained by the Employer may not exceed $100,000. For purposes of the Plan, the term "Coronavirus-Related Distribution" means any distribution made on or after January 1, 2020 and before December 31, 2020 (or such later date as may be permitted by the Internal Revenue Service) to a Qualified Individual. For purposes of the Plan, a "Qualified Individual is a Participant:

(a) who is diagnosed with the virus SARS– CoV–2 or with coronavirus disease 2019 (COVID– 19) by a test approved by the Centers for Disease Control and Prevention;

(b) whose spouse or dependent (as defined in section 152 of the Internal Revenue Code of 1986) is diagnosed with such virus or disease by such a test; or

(c) who experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury (or the Secretary's delegate).

For purposes of this Section 7.10, the Plan may rely on a Participant's certification that the foregoing conditions are satisfied in determining whether any distribution is a Coronavirus-Related Distribution. The Plan Administrator may establish rules for determining the source for any Coronavirus-Related Distribution.

A Participant receiving a Coronavirus-Related Distribution is not required to suspend or terminate 401(k) or Voluntary Contributions under this Plan or Section 401(k) elective deferrals or employee contributions under any other plan maintained by the Employer.

In the case of any Coronavirus-Related Distribution, any amount required to be included in gross income for a taxable year shall be included ratably over the 3-taxable-year period beginning with such taxable year unless the Participant elects to recognize the entire amount in gross income for the taxable year of distribution.

If permitted by the Plan Administrator, an individual who receives a Coronavirus-Related Distribution may, at any time during the three-year period beginning on the day after the date on which such distribution was received, make one or more contributions to the Plan in an aggregate amount not to exceed the amount of the Coronavirus-Related Distribution; provided that the individual is a Participant in the Plan at the time of any contribution.

ARTICLE EIGHT

FORM OF PAYMENT
AND OTHER DISTRIBUTION RULES

Section 8.1. Payment of Lifetime Benefits.

(a) Forms of Payment. Subject to Section 7.5, the benefits of a Participant who survives his or her Annuity Starting Date 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(b);

(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.

(b) 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. Effective June 9, 1999, or such other effective date the Board selects to implement daily valuations under subsection 12.2(a), hardship distributions pursuant to Section 7.3 and Section 7.4 are not eligible rollover distributions. 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(b) 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. Notwithstanding the foregoing, a direct rollover of a distribution from a Roth Contribution Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code. 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. Unless the requirements of this Section 8.2 are satisfied, if the Participant is married upon the date of his or her death, the Participant's Spouse shall be the Beneficiary of all benefits of the Participant which remain unpaid upon his or her death. The benefits shall be payable to the surviving Spouse in a lump sum payment as soon as administratively possible following the Participant's death; however, the Spouse may file a written election with the Employer to have such death benefits be paid in an optional form of payment provided for under Section 8.1(a) or at a different time unless the provisions of subsection 7.5(d) apply. The Employer shall provide each Participant with written notification that the Participant's Spouse, if any, must receive 100% of any benefits payable from the Plan on account of the Participant's death unless the Participant's Spouse voluntarily agrees to waive his or her rights to the Participant's death benefits. The Spouse's waiver of the Participant's death benefits must be in writing and must designate the specific Beneficiary, including any class of Beneficiaries or contingent Beneficiaries that will receive benefits other than the Spouse. The Spouse's consent must acknowledge the effect of the waiver and must be witnessed by a notary public or a Plan representative. However, a Spouse's consent to the designation of a non-Spouse Beneficiary shall not be required if the Participant establishes to the satisfaction of the Employer 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 that the Secretary of the Treasury may subscribe. Any consent by a Spouse (or establishment that consent cannot be obtained) shall be effective only with respect to such Spouse, and any Beneficiary designation by the Participant to which the Spouse consents may not be changed

without the Spouse's further written consent. 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.

(a) General Rule. 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.

(b) DTC Rollovers. Rollover amounts held in The Diagnostic & Treatment Center, LLC. 401(k) & Profit Sharing Plan (the "DTC Plan"), which was merged into this Plan, could be withdrawn once per year. An individual who was a participant in the DTC Plan and had his or her rollover account transferred or merged into this Plan may withdraw rollover amounts previously held in the DTC Plan from his or her Rollover Account in this Plan once per year.

Section 8.4. 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.

Section 8.5. 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 8.6. 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 8.7. 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 8.8. 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 may be applied to reduce the Profit Sharing or Matching Contribution for the Plan Year and/or to offset administrative expenses of the Plan, as determined by the Employer. 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 8.9. 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. As permitted by Code Section 401(a)(9)(I), required minimum distributions are suspended for 2020.

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 70½; 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, 2017), 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 compensation within the meaning of section 415(c)(3) of the Code. 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.

(ii) 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.

(iii) 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).

(i) 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 a Profit Sharing Contribution (and/or Matching Contribution, Before-Tax Contribution or Roth Contribution, if applicable, pursuant to subsection (b) below) 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 Profit Sharing Contributions, other Contributions described in subsection (b)(vi) below 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 not otherwise be entitled to receive an allocation or would have received a lesser allocation for the Plan Year because: (A) he or she failed to complete 1,000 Hours of Service; (B) he or she failed to make 401(k) Contributions or other elective contributions under a cash or deferred arrangement; or (C) 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.

(iv) Any 401(k) Contributions or other elective contributions shall not be taken into account for purposes of determining whether or not the minimum allocation is satisfied.

(v) If Matching Contributions made on behalf of non-Key Employees are taken into account for purposes of satisfying the minimum allocation requirements of this Section, then such Contributions shall not be considered in satisfying the ADP and ACP Tests described in Article Five.

(vi) For purposes of calculating the minimum allocation under subsection (a)(ii) above, 401(k) Contributions, Qualified Nonelective Contributions, Matching Contributions and RCMH Contributions which are allocated to the Accounts of the Key Employee described in subsection (a)(ii) shall be taken into account in determining the ratio of Contributions to such Key Employee's Compensation.

(c) Special Rule When Participant Covered Under Other Qualified Plan of Employer. Notwithstanding the foregoing, the minimum allocation requirements of this Section shall not apply to any Participant to the extent such Participant is covered under the Employees' Retirement Plan of Marshfield Clinic, and the minimum allocation or benefit requirements applicable to Top-Heavy Plans will be met in such other 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 compensation, within the meaning of section 415(c)(3) of the Code, 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.

(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.

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, a reasonable error in determining the amount of elective deferrals (within the meaning of Code §402(g)(3)) 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 eligible to receive a RCMH Contribution for the Plan Year, the RCMH Contribution will be reduced by the Excess Amount

(b) If, after the application of subsection (a), any nondeductible voluntary employee contributions will be returned to the Participant;

(c) If, after the application of subsection (b), an Excess Amount still exists, and 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 Profit Sharing or Matching Contributions (including any allocation of Forfeitures) for such Participant for such next Plan Year, and for each such succeeding Plan Year if necessary;

(d) If, after the application of subsection (c), 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;

(e) The suspense account will be applied to reduce future Profit Sharing or Matching 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;

(f) 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

(g) 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 and except to the extent the Employer applies the foregoing to 401(k) Contributions, 401(k) Contributions shall be returned to the Participant and/or shall be allocated to a suspense account to be allocated to the Participant as soon as possible after the Plan Year in which the Excess Amount arose to the extent such correction would reduce the Excess Amount.

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) and (b)(iii) 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 Plan 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 Voluntary Contribution Accounts, Rollover Contribution Accounts, Before-Tax Contribution Accounts, Roth Contribution Accounts, Matching Contribution Accounts, one or more "Qualified" Accounts (established pursuant to Article Five), Designated Roth Accounts, RCMH 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 effective date, it means the last day of each quarter of the 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 quarterly Valuation Date, prior to daily valuations, shall be 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.

Section 12.6. Designated Roth Account. In accordance with rules the Employer establishes, the Employer may, in its discretion and at the request of a Participant, direct the Trustee to transfer all or part of the Participant's Account to a Designated Roth Account as described in Section 402A(c) of the Code. Transfers to a Designated Roth Account shall be subject to the following rules:

(a) Effective November 30, 2010, transfers to a Designated Roth Account may be made from all or part of an amount distributable under Article VII in a qualified rollover contribution (within the meaning of Section 408A(e) of the Code).

(b) Effective August 31, 2015, transfers to a Designated Roth Account may be made from all or part of a Participant's vested Account.

The Participant shall be responsible for the tax consequences of any amounts converted under this Section 12.6.

ARTICLE THIRTEEN

LOANS TO PARTICIPANTS

Section 13.1. In General. Subject to Section 13.8, Trust Fund assets are permitted to be loaned and shall be made available to all Participants (and Beneficiaries) who are parties in interest (within the meaning of ERISA §3(14)) on a reasonably equivalent basis. The amount of any loan to a Participant, when added to the outstanding balance of all other loans made to him or her, shall not exceed the value of the nonforfeitable balance credited to his or her Accounts as of the Valuation Date determined by the Employer which precedes the date of such loan.

Section 13.2. Repayment. Any loan shall be repaid in such manner as the Employer determines, including, without limitation, in a manner which requires that loans be repaid through payroll deduction; provided, however, the Employer shall require that such loan be repaid within a specified period of time.

Section 13.3. Interest. All loans shall bear a reasonable rate of interest which the Employer shall determine in accordance with a uniform and nondiscriminatory policy. The interest rate shall provide the Plan with a return commensurate with the returns provided by interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. Notwithstanding the foregoing, in no event shall the rate of interest on any loan exceed that which is permissible under applicable State usury laws.

Section 13.4. Security. Each loan shall be evidenced by a note, payable to the order of the Plan, for the amount of the loan (including interest) and shall be secured by adequate collateral in accordance with the following:

(a) Notwithstanding the provisions of Section 18.1, the collateral may include the assignment of all of the Participant's then existing and thereafter acquired nonforfeitable rights in his or her Accounts; however; no more than fifty percent (50%) of the value of the nonforfeitable portion of the Participant's Accounts, calculated as of the Valuation Date coincident with or immediately preceding the date of the loan shall be used as collateral for such loan. In the event of a default of any loan, the foreclosure on the Accounts used as collateral for the loan (by reduction of the Participant's benefits) shall not occur until the Participant's benefits become distributable in accordance with Articles Seven, Eight and Nine hereunder; and

(b) If any loan, when added to the outstanding balance of any other loans made to the Participant, exceeds the value of the collateral described in subparagraph (a), the Participant shall pledge additional collateral of sufficient value to adequately secure repayment of such loan(s).

Section 13.5. Participant-Directed Loans. If a loan is made pursuant to this Article and if the Participant receiving the loan directs the investment of his or her Account(s) in accordance with Section 12.5, the Employer may permit or require that such loan be an investment of such Participant's Directed Account, provided that such investment does not discriminate in favor of Participants who are highly compensated employees (within the meaning of Code §414(q)).

Section 13.6. Loans to Owner-Employees. Notwithstanding the provisions of Section 13.1, a loan shall not be made to an Owner-Employee or a member of his or her family (as defined in Code §4975(d)) if such loan would constitute a prohibited transaction under ERISA or the Code. For purposes of this Section, the term "Owner-Employee" includes a shareholder-employee of an electing small business (Subchapter S) corporation (as defined in Code §4975(d)).

Section 13.7. Taxation of Loans. A loan to a Participant hereunder which does not comply with the provisions of Code §72(p) shall be treated as a taxable distribution.

Section 13.8. Additional Rules and Procedures. In addition to the foregoing provisions of this Article, a Participant loan shall be under such other or additional nondiscriminatory terms and conditions as the Employer may, in its sole discretion, deem appropriate. For example only, and not in limitation of its discretion, the Employer may establish rules and procedures which apply to loans made to Participants who are not Eligible Employees which differ from those which apply to Participants who are Eligible Employees, the Employer may limit loans to amounts which are uniform percentages of Participants' nonforfeitable Account balances and the Employer may determine that loans shall be made only in a manner which is intended to cause such loans to be nontaxable in accordance with Code §72(p). In addition, each loan shall be subject to such origination and administration or maintenance fees as the Employer may determine.

Section 13.9. Special CARES Act Loan Rules. Notwithstanding the loan rules set forth in this Article 13, the following rules shall apply:

(a) For any loan to a Qualified Individual during the 180-day period beginning on March 27, 2020 and continuing through September 23, 2020, the loan limit shall be increased to the lesser of $100,000 or 100% of the Participant's vested Account.

(b) In the case of a Qualified Individual with an outstanding loan on or after March 27, 2020,

(i) if the due date pursuant to subparagraph (B) or (C) of Code Section 72(p)(2) for any repayment with respect to such loan occurs during the period beginning on the March 27, 2020 and ending on December 31, 2020, such due date shall be delayed for one year,

(ii) any subsequent repayments with respect to any such loan shall be appropriately adjusted to reflect the delay in the due date under subparagraph (b)(i) and any interest accruing during such delay, and

(iii) in determining the 5-year period and the term of a loan under subparagraph (B) or (C) of Section 72(p)(2) of the Code, the period described in subparagraph (b)(i) of this paragraph shall be disregarded.

(c) For purposes of this Section 13.9, a "Qualified Individual" is defined in Section 7.10 of the Plan.

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 Profit Sharing Contribution Account, Matching Contribution Account, Before-Tax Contribution Account or Roth Contribution Account, as the case may be. 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 Profit Sharing, Matching and 401(k) 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.

(d) 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.

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, including the Retirement Plan Committee. 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 Profit Sharing, Matching Contribution Account and/or RCMH 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 be allowed to contribute the 401(k) Contributions that the Participant did not contribute during his or her period of Service in the Uniformed Services, subject to the restrictions of this Section 18.2. Any such make-up payment of 401(k) Contributions shall be made during the period which begins with the date of reemployment. Such period is limited to the lesser of: (i) three times the period of the Participant's Service in the Uniformed Services; or (ii) five years.

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

(iii) The amount of make-up 401(k) Contributions, Matching Contributions and/or RCMH 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).

(iv) The 401(k), Matching Contributions and/or RCMH Contributions made under this Section 18.2 may not exceed the amount of contributions that the Qualified Reemployed Employee who is a Participant would have been permitted to defer or to have allocated to him or her 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.

(v) Any contributions made under this Section 18.2(c) otherwise subject to the limitations of Code §§402(g), 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.

(vi) Any obligation of a Participant to repay a loan made pursuant to Article Thirteen shall be waived and suspended during the Participant's period of service.

(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 make 401(k) Contributions with respect to their periods of absence, and receive Matching Contributions, RCMH 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 12 day of February 2021.

MARSHFIELD CLINIC

By: Grant T Edwards

Appendix A
MARSHFIELD CLINIC SALARY REDUCTION PLAN ("PLAN)

Participant Loan Policy

This Participant Loan Policy, including Article Thirteen of the Plan document, describes the Plan's loan program.

A. LOAN APPLICATION. A Participant who desires a loan must request the loan. Loans are permitted for any reason of the Participant. The Trustee is processing loans on behalf of the Plan currently. If the loan request is approved, the Participant must sign a promissory note and security agreement on such document that is provided to the Participant.

B. DENIAL OF LOAN. Pursuant to its fiduciary responsibilities, the Plan Trustee may deny a request for a loan if the Trustee determines that the Participant is not creditworthy and may not be able to repay the loan or if the Trustee may not obtain adequate collateral to secure the loan.

C. TERM. A loan must be repaid within the time period specified by the Trustee and agreed to by the Participant. However, if the loan is intended to be nontaxable to the Participant, then five (5) years will be the longest permitted repayment period unless the loan proceeds are used to acquire the Participant's principal residence. A Participant may prepay a loan pursuant to and if allowed under the promissory note. If a Participant is on a qualified military leave, required loan repayments will be suspended during the leave as permitted under the law and by the Trustee.

D. AMOUNT. Plan Section 13.1 limits the amount of any loan to the balance of the Participant's Accounts. The following additional requirements apply:

1. Maximum Amount. A loan to a Participant from the Plan and any Related Plan (when added to the outstanding balance of all other such loans to the Participant) shall not exceed the lesser of:

   a. $50,000, reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the 12-month period ending on the day before the date such new loan is made, over the outstanding balance of loans from the Plan to the Participant on the date such new loan is made, or

   b. 50% of the Participant's vested Accounts (valued as of a Valuation Date specified by the Trustee and preceding the date of the loan).

2. Minimum Amount. The minimum amount of any loan shall be Five Hundred Dollars ($500).

E. INTEREST RATE. The interest rate on the loan will equal the national prime rate reset on the first business day of each calendar quarter as determined by a financial institution selected by the Plan.

F. REPAYMENT. The promissory note will specify when repayment must be made. In order for the loan to be nontaxable to the Participant, the loan must be repaid in substantially equal payments of principal and interest not less frequently than quarterly. The Plan may require that repayment be made through regular payroll deduction.

G. COLLATERAL. Fifty percent (50%) of the Participant's vested Accounts shall serve as collateral for the loan. The Trustee may also require that additional property of the Participant serve as security for the loan.

H. DEFAULT. A loan shall be in default if the Participant fails to make a scheduled payment and if such failure is not corrected within the period (if any) specified in the promissory note or stated by the Trustee. In the event of default, the Plan may, at the time that a Participant is entitled to a Plan distribution, deduct the full amount of the loan's unpaid balance, including accrued interest, from the Participant's Accounts. The Plan may also take other legal action to enforce the terms of the loan and may access the Participant's Accounts for any costs incurred in connection with the default. The Employer may withhold amounts from the Participant's paycheck to collect on the loan.

I. FEES. The Participant shall be charged any fee imposed by the Plan or Trustee in connection with the loan. The applicable fee will be subtracted from the Participant's Account unless the Participant with the Trustee's consent pays the fee directly to the Plan.

J. DIRECTED INVESTMENT. A loan shall be a directed investment of the borrowing Participant's Account(s). As a result, (a) the Participant's current investments of his or her Account(s) will be liquidated to the extent necessary to make the loan; and (b) the interest and principal the Participant pays to the Plan to repay the loan will be credited to the Participant's Account(s).

K. WARNING TO PARTICIPANTS. If you do not repay a Plan loan on a timely basis, you might be subject to significant adverse tax consequences. Before borrowing, you are advised to consult with your personal tax or financial advisor.

L. FURTHER DETAILS. Further details governing the loan will be set forth in the promissory note and security agreement the Participant executes. The Participant is advised to review such document.

M. ROLLOVER LOANS. In the event the Plan accepts a loan or loans as a rollover contribution from a Participant under Section 5.12(b), such loan or loans shall continue to be subject to, and administered in accordance with, the original loan terms.