

**Marshfield Clinic
Amendment to the Marshfield Clinic
Deferred Compensation Plan**

WHEREAS, Marshfield Clinic (the "*Company*") has previously established and maintains the Marshfield Clinic Deferred Compensation Plan (the "*Plan*"); and

WHEREAS, the Company desires to revise the Plan eligibility rules; and


WHEREAS, the Board has been presented with the attached amended and restated Marshfield Clinic Deferred Compensation Plan which contains the desired changes;

NOW, THEREFORE, BE IT RESOLVED, that the amended and restated Marshfield Clinic Deferred Compensation Plan is hereby adopted in the form presented to this Board;

FURTHER RESOLVED, that the appropriate officers of the Company are hereby authorized and directed to take any and all such actions as may be necessary or desirable to implement the foregoing resolution, including making such further changes to the Plan as are deemed necessary or appropriate to implement the foregoing resolution.

IN WITNESS WHEREOF, Marshfield Clinic has caused this amended and restated Plan to be adopted as of the 20th day of December, 2016.

MARSHFIELD CLINIC

By  _____
EXECUTIVE DIRECTOR

MARSHFIELD CLINIC
DEFERRED COMPENSATION PLAN

(As Amended and Restated Effective January 1, 2017)

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Marshfield Clinic, a Wisconsin corporation, previously adopted the Marshfield Clinic Deferred Compensation Plan (the "Plan"). The Plan was originally adopted on April 1, 2004, and has been amended since that date. The Plan is intended to be a deferred compensation plan under Internal Revenue Code §457(b). Marshfield Clinic hereby amends and restates the Plan, effective as of January 1, 2017, to read as follows:

ARTICLE I

DEFINITIONS

1.1 "Account" means the bookkeeping account record of the interests of a Participant in the Plan attributable to the Participant's Deferral Contributions made under the Plan on behalf of such Participant.

1.2 "Administrator" means the entity which is administering the Plan, as described under Section 7.1 hereof.

1.3 "Anniversary Date" means the last day of each Plan Year.

1.4 "Beneficiary" means the person, persons or legal entity designated by the Participant or otherwise provided for in Article VI hereof.

1.5 "Code" means the Internal Revenue Code of 1986, as amended.

1.6 "Compensation" means, with respect to a Participant, the total of all compensation paid to such Participant by the Employer, excluding any non-taxable benefits provided by the Employer to the Participant. Such term also includes any elective deferrals as defined in Code Section 402(g)(3) made by such Participant, and amounts otherwise excluded under Code Sections 125, 132(f)(4) and 457 by the Employer.

1.7 "Deferral Contribution" means the amount of a Participant's Compensation that is reduced and credited to the Participant's Account pursuant to the Participant's election in accordance with the terms of this Plan.

1.8 "Eligible Employee" means the individuals who are scheduled to work at least .5 FTE and six months in the following employment classifications with the Employer (as listed in Appendix I): physicians and surgeons, Group I/PHD and executive administration.

1.9 "Effective Date" means April 1, 2004, the Effective Date of the Plan.

1.10 "Employer" means Marshfield Clinic, a Wisconsin corporation, Marshfield Clinic Health System, Inc. and any other tax-exempt affiliate of Marshfield Clinic that wishes to adopt this Plan and whose adoption is approved in writing by Marshfield Clinic; provided that Marshfield Clinic shall have the sole right to amend the Plan under Section 8.1.

1.11 "Includible Compensation" means all compensation for services performed by an Eligible Employee for the Employer, as defined in Code Section 415(c)(3), for the Employee's

taxable year. Such term also includes any elective deferrals, as defined in Code Section 402(g)(3), and amounts otherwise excluded under Code Section 125, 132(f)(4) and 457.

1.12 "Investment Funds" means the mutual funds made available by the Administrator which Participants can elect as deemed investments for amounts allocated to their Account, as more fully described in Article IV.

1.13 "Normal Retirement Age" means, for purposes of this Plan only, the age designated by each Participant as his or her normal retirement age, which age shall be not less than 65 and not greater than 70-1/2. A Participant who fails to designate a normal retirement age shall have age 65 as his or her normal retirement age.

1.14 "Participant" means each Eligible Employee and former Eligible Employee who has an undistributed Account in this Plan.

1.15 "Plan" shall mean the Marshfield Clinic Deferred Compensation Plan, as set forth herein, and as may be amended from time to time.

1.16 "Plan Year" means the twelve-month period on which the records of the Plan are maintained, currently the calendar year, provided that the initial Plan Year shall be the short period from April 1, 2004 to December 31, 2004.

1.17 "Valuation Date" means the Anniversary Date and such other date or dates as the Administrator may deem necessary or desirable.

ARTICLE II

PARTICIPATION

2.1 Participation. Each Eligible Employee may become a Participant in this Plan upon his or her employment commencement date with the Employer. An Eligible Employee as of the April 1, 2004 Effective Date may become a Participant as of such date.

2.2 Commencement of Deferral Contributions. An Eligible Employee who elects to become a Participant shall have Deferral Contributions commence as soon as administratively possible after the Eligible Employee has filed a deferral election with the Employer as described in Section 3.1.

2.3 Termination of Participation. An Eligible Employee who has become a Participant shall remain a Participant until his or her entire Account is distributed. However, an Eligible Employee who has become a Participant shall not remain an active Participant eligible to make Deferral Contributions for any period of time after the date such individual is no longer an Eligible Employee.

ARTICLE III

CONTRIBUTIONS AND LIMITATIONS

3.1 Deferral Elections. A Participant eligible to make Deferral Contributions hereunder may elect to file a deferral election with the Employer in accordance with such rules as the Employer may establish. Such deferral election shall include the following:

(a) the amount expressed as a whole percentage of Compensation (subject to the maximum limitations as provided in this Section 3.3 and 3.4 below), by which the Participant wishes to have Compensation reduced and treated as a Deferral Contribution under this Plan; and

(b) the deemed investment election desired by the Participant in accordance with Article IV hereof.

A deferral election shall only become effective after it has been filed with the Employer in accordance with such rules as the Employer may establish. A Participant's deferral election shall apply to subsequent increases in a Participant's Compensation for so long as such election remains in effect.

3.2 Deferral Election Changes. A Participant may increase or decrease the percentage of Compensation deferred or completely stop (or start) deferrals, by filing a new deferral election in accordance with such rule and procedures as the Employer may establish. A deferral election will remain in effect until the same is altered or revoked in accordance with the above rules, or until the Employer modifies or revokes the same to the extent necessary to assure compliance with the maximum limitations in Section 3.3 and 3.4. A Participant's deferral election shall be automatically revoked on the date the Participant ceases to be an Eligible Employee.

3.3 Normal Maximum Limit. Except as provided in Section 3.4 below, the maximum amount of Deferral Contributions which may be made on behalf of a Participant for any Plan Year is the lesser of (a) 100% of the Participant's Includible Compensation for the year, or (b) the "applicable dollar amount" for such year. For purposes of the Plan, the "applicable dollar amount" shall be the amount specified by the Secretary of Treasury in Code Section 457(e)(15)(B).

3.4 Catch-Up Limits. For each of the last three Plan Years ending prior to the year in which a Participant attains Normal Retirement Age, the maximum amount of Deferral Contributions which may be made on behalf of the Participant is the lesser of (a) twice the "applicable dollar amount" set forth in Section 3.3(b) above for such year, or (b) the sum of the Normal Maximum Limit for the Plan Year as set forth in Section 3.3 above plus the Normal Maximum Limit for each of the prior years during which the Participant was eligible to participate in this Plan reduced by the amount of Deferral Contributions actually made on behalf of the Participant for such prior years.

3.5 Effect of Excess Contributions. As described above, the Deferral Contributions made on behalf of a Participant may not exceed the applicable limitations under Sections 3.3 or 3.4 above (taking into consideration all eligible plans of the Participant's Employer in which the

Participant participates for the year). Any failure to comply with the applicable limits will result in treating this Plan as an "ineligible plan" under Code Section 457(f), to the extent required by applicable law. However, if a Participant's Deferral Contributions exceed the applicable limitations under Sections 3.3 or 3.4 above as a result of the fact that the Participant also participated in other eligible plans of an employer other than the Employer, then any excess shall be considered "excess deferrals" and may be distributed to the Participant, with any allocable net income, as soon as administratively practicable after the amount of such excess deferrals is determined. (For purposes of determining the amount of "excess deferrals," the applicable limitations in Sections 3.3 and 3.4 may be further adjusted by any limit in Treasury Reg. § 1.457-4(c)(2) applicable to individuals age 50 or over who are participating in a 457(b) plan sponsored by an eligible governmental employer.

ARTICLE IV

INVESTMENT

4.1 Credits to Accounts. For each Plan Year, at the direction of the Administrator, there shall be established and maintained separate bookkeeping Accounts for each Participant to which shall be credited all Deferral Contributions made by the Participant during such Plan Year. Each Account shall also be credited or charged with deemed gains and losses as if it were invested in accordance with Section 4.3 Credits of Deferral Contributions shall be made at times established by the Administrator and a Participant shall always have a fully vested interest in all amounts credited to his or her Account.

4.2 No Funding. The Accounts created and credited under Section 4.1 above shall be bookkeeping accounts only. The right of any Participant to receive payment under the provisions of this Plan shall be an unsecured claim against the general assets of the Employer, and no provisions contained in this Plan, nor any action taken pursuant to this Plan, shall be construed to give any individual at any time a security interest in any asset of the Employer. It is intended that this arrangement be unfunded for tax purposes and for purposes of Title I of ERISA.

4.3 Investment Credits.

(a) A Participant's Account shall be valued as of each Valuation Date and credited with gains and losses until the date payment of the Participant's entire interest in the Participant's Account is completed. Gains and losses will be credited to the Participant's Account based on the Participant's investment direction. The Administrator retains the right to add, delete or modify the deemed Investment Funds made available under the Plan at any time.

(b) The Administrator may establish procedures and rules by which Participants may direct the Employer concerning how such Participants' Accounts shall be deemed to be invested and transferred among the Investment Funds made available by the Administrator. The Administrator may change the rules and procedures applicable to investment elections and transfers at any time.

(c) Each Participant's Account shall be utilized solely as a device for the measurement and determination of the amounts to be paid to such Participant under the Plan. Participant Accounts shall be bookkeeping accounts only and no Participant or Beneficiary shall have any proprietary rights in any assets held by the Employer, whether or not held for the purpose of funding the Employer's obligation under this Plan. This Plan constitutes the mere promise of the Employer to make benefit payments to Eligible Employees in the future and the right of any Participant (or such Participant's Beneficiary) to receive benefits under this Plan shall be an unsecured claim against the general assets of the Employer.

(d) The Employer shall not be liable or otherwise responsible for any decrease in a Participant's Account because of the investment performance of the deemed Investment Funds. While the Employer, in its sole and absolute discretion, may (or may not) acquire any investment product or any other instrument or otherwise invest any amount to provide the funds from which it can satisfy its obligations to make benefit payments under this Plan, no Participant shall have any right or interest in any such investment.

4.4 Statements to Participants. The Employer shall provide statements to each Participant detailing the amounts credited to the Participant's bookkeeping Account under the Plan. Such statements shall be provided annually or more frequently, as determined by the Employer.

ARTICLE V

DISTRIBUTIONS

5.1 Distribution to Participants.

(a) Except as provided in Section 5.1(b) below, the distribution of a Participant's Account shall be made in the form of a single sum cash distribution within 90 days after the Participant's severance from employment with the Employer.

(b) A Participant may elect, during the 60-day period immediately following the Participant's severance from employment, to receive (i) a single sum payment at a later date (but not later than the Participant's "required beginning date" as specified in Section 5.2)) or (ii) installments over a 5 or 10 year period to begin 90 days after the severance of employment or at any later date elected by the Participant (but not later than the Participant's "required beginning date" as specified in Section 5.2). The Participant may change his or her election under this Section 5.1(b) and make a new election at any time during the 60-day period immediately following such Participant's severance from employment. A Participant who has made an election to defer some or all amounts credited to his or her Account under this Section 5.1(b) may make one additional election to defer (but not to accelerate) commencement of distribution of such Participant's Account in one of the methods specified above. Such additional deferral election may be made no later than 30 days before distribution would otherwise commence in accordance

with the Participant's initial election. Therefore, if a 5 or 10 year installment has begun, the option to defer commencement is no longer available.

(c) Any election under Section 5.1(b) to defer some or all of the amounts credited to a Participant's Account shall be made by contacting the Plan Record keeper or by completing a distribution election form on-line.

(d) If a Participant elects an installment form of distribution, the first payment shall be made to the Participant as of the date specified in the Participant's election, with future payments made as agreed. The amount of each installment shall be the Account balance divided by the total number of payments remaining to be made (including the payment in question). For example, if the Participant selects 10 year installments, the first payment is the Account balance divided by 10; the second payment is the remaining Account balance, determined as of the anniversary of the first payment, divided by 9, etc.

5.2 Required Beginning Date. In all events, distribution shall be made or commence no later than the "required beginning date" as defined below, and all distributions shall be subject to the minimum distribution rules set forth in Code Section 401(a)(9) and applicable regulations, which are incorporated by reference herein:

(a) The "required beginning date" of a Participant is April 1st of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Participant retires.

(b) The "required beginning date" of a Beneficiary shall be as follows:

(i) If distribution of a Participant's Account has begun and the Participant dies before the entire interest in his or her Account has been distributed, the remaining interest shall be distributed at least as rapidly as under the payment option being used as of the date of the Participant's death and the Beneficiary's "required beginning date" will be the first date on which payment is made to the Beneficiary in compliance with the foregoing.

(ii) If the Participant dies prior to the start of distributions from such Participant's Account, either the entire amount of the Account shall be distributed no later than the fifth anniversary of the Participant's death (and in such event the fifth anniversary shall be the "required beginning date"), or distributions must commence to such Beneficiary by the December 31 of the calendar year immediately following the calendar year of the Participant's death (and in such event such December 31 shall be the "required beginning date").

5.3 Method of Payment Upon Death of Participant. Upon the Participant's death before distribution has begun, any distribution election made by the Participant shall be automatically revoked, and the Beneficiary shall be paid the entire value of the Participant's Account in the form of a single sum distribution 90 days after the Participant's death. If the Participant contributed to the Plan for at least thirty-six (36) months and has an Account balance at the date of death equal to or exceeding three times the annual deferral limit then in effect under Section 3.3, the Beneficiary may elect to receive the Participant's Account under one of the

payment options specified in Section 5.1(b); provided, however, that distributions must commence by the Beneficiary's "required beginning date" under Section 5.2. The Beneficiary's election must be made within 60 days after the Participant's death and in a manner consistent with Section 5.1(c). If the distribution of a Participant's Account has begun and the Participant dies before the entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the payment option being used as of the date of the Participant's death and the Beneficiary's "required beginning date" will be the first date on which payment is made to the Beneficiary in compliance with the foregoing.

ARTICLE VI

BENEFICIARIES

6.1 Designation. A Participant may name, change or revoke online or in writing on a form provided by the Plan Record keeper and filed with the Plan Record keeper, a Beneficiary to receive any benefits from his or her Account which remain undistributed upon the Participant's death. The designation form on file with the Plan Record keeper at the Participant's death shall be controlling.

6.2 Order of Precedence In Absence of Valid Designation. In the event the deceased Participant has not designated a Beneficiary, or should such Participant have no designated Beneficiary surviving, the undistributed Account Balance shall be paid, as provided in Section 5.3, to:

- (a) the Participant's surviving spouse, if any;
- (b) if no surviving spouse, then to the Participant's surviving children, including legally adopted children, in equal shares; or
- (c) if no surviving spouse or children, then to the Participant's estate.

ARTICLE VII

ADMINISTRATION

7.1 Administrator. The Administrator shall be such person, persons, or entity as the Employer may designate, and shall be responsible for and perform the duties imposed on the Administrator hereunder. The Administrator shall initially be the Marshfield Clinic Investment Committee.

7.2 Powers of Administrator. The Administrator shall have all powers and discretion to administer and interpret the Plan, including the discretion to decide all factual questions related to the Plan and to control its operation in accordance with its terms, and including, but not by way of limitation, the following powers:

- (a) To interpret and determine the meaning and validity of the provisions of the Plan and to determine any question arising under, or in connection with, the

administration, operation or validity of the Plan or any amendment thereto, including the power to remedy possible ambiguities, inconsistencies or omissions;

(b) To make all determinations affecting the eligibility of any individual to become an Eligible Employee and/or to remain an Eligible Employee eligible to continue to make Deferral Contributions under the Plan;

(c) To cause one or more separate Accounts to be maintained for each Participant;

(d) To cause Deferral Contributions, and any deemed investment gains or losses to be credited to Participants' Accounts in accordance with Article IV of the Plan;

(e) To decide all issues and questions regarding Account balances, and the time, form, manner, and amount of distributions to Participants.

(f) To determine the status and rights of Participants and their spouses, Beneficiaries or estates;

(g) To employ such counsel, agents and advisers, and to obtain such legal, clerical and other services, as it may deem necessary or appropriate in carrying out the provisions of the Plan;

(h) To establish, from time to time, rules for the performance of its powers and duties and for the administration of the Plan;

The Administrator has full and complete discretionary authority to determine eligibility for benefits, to construe the terms of the Plan and to decide any matter presented through the claims review procedure. Any final determination by the Administrator (including claims decisions made pursuant to Section 7.8) shall be binding on all parties and afforded the maximum deference allowed by law. If challenged in court, such determination shall not be subject to de novo review and shall not be overturned unless proven to be arbitrary and capricious based upon the evidence considered by the Administrator at the time of such determination.

7.3 Administrator Actions. The Administrator may authorize one or more of its members to execute on its behalf instructions or directions to any interested party, and any such interested party may rely thereupon and the information contained therein. The members may also act at a meeting or by unanimous written consent. A majority of the members shall constitute a quorum for the transaction of business. All decisions shall be made by vote of at least 80% of the members (whether or not present), except for actions in writing without a meeting which must be unanimous. The members may adopt such bylaws and regulations as they deem desirable for the conduct of its affairs. All rules and decisions of the members shall be uniformly and consistently applied to all persons in similar circumstances. The Administrator shall be entitled to rely upon the Employer's records as to information pertinent to calculations or determinations made pursuant to the Plan. The Administrator may also delegate any of its clerical or other administrative duties to one or more officers or employees of the Employer, who may assist the Administrator in the performance of any nondiscretionary functions hereunder.

7.4 Information from Participants. Each Participant and Beneficiary shall furnish the Administrator in the form prescribed by it and at its request, such personal data, affidavits, authorizations to obtain information, or other information as the Administrator deems necessary or desirable for the administration of the Plan.

7.5 Conflict of Interest. Any member of the Administrator who is covered under the Plan may not vote or decide upon any matter relating solely to such member or vote in any case in which the individual's right to any benefit under the Plan is particularly involved. Decisions shall be made by remaining members.

7.6 Minor or Incompetent Payees. If a person to whom a benefit is payable is a minor or is otherwise incompetent by reason of a physical or mental disability, the Administrator may cause the payments due to such person to be made to another person for the first person's benefit without any responsibility to see to the application of such payment. Such payments shall operate as a complete discharge of the obligations to such person under the Plan.

7.7 Indemnification. Except as otherwise provided by law, neither the Administrator, nor any officer, or employee of the Employer involved in the administration of the Plan shall be liable for any error of judgment, action or failure to act hereunder or for any good faith exercise of discretion, excepting only liability for gross negligence or willful misconduct. Such individuals and entities shall be indemnified and held harmless by the Employer against any and all claims, damages, liabilities, costs and expenses (including attorneys' fees) arising by reason of any good faith error of omission or commission with respect to any responsibility, duty or action hereunder. Nothing herein contained shall preclude the Employer from purchasing insurance to cover potential liability of one or more persons who serve in an administrative capacity with respect to the Plan.

7.8 Claims Procedure. If the Participant or the Participant's Beneficiary (hereinafter referred to as a "Claimant") is denied all or a portion of an expected benefit under the Plan for any reason, he or she may file a claim with the Administrator. The Administrator shall notify the Claimant within 60 days of allowance or denial of the claim, unless the Claimant receives written notice from the Administrator prior to the end of the sixty (60) day period stating that special circumstances require an extension of the time for decision and specifying the expected date of decision. The notice of the Administrator's decision shall be in writing, sent by mail to the Claimant's last known address, and if a denial of the claim, must contain the following information:

- (a) the specific reasons for the denial;
- (b) specific reference to pertinent provisions of the Plan on which the denial is based; and
- (c) if applicable, a description of any additional information or material necessary to perfect the claim, an explanation of why such information or material is necessary, and an explanation of the claims review procedure.

A Claimant is entitled to request a review of any claim denial by the Administrator. The request for review must be submitted in writing within 60 days after receipt of the notice of the denial.

The timely filing of such a request is necessary to preserve any legal recourse which may be available to the claimant and, absent the submission of request for review within the 60-day period, the claim will be deemed to be conclusively denied. Upon receipt of a written request for review, the Claimant or representatives shall be entitled to review all pertinent documents, and to submit issues and comments in writing for consideration by the Committee.

The Administrator shall fully and fairly review the matter and shall promptly respond to the claimant, in writing, of its decision within 60 days after receipt of the review request. Due to special circumstances, if no response has been provided within the first 60 days, and notice of the need for additional time has been furnished within such period, the review and response may be made within the following 60 days. The Administrator's decision shall include specific reasons for the decision, including references to the particular Plan provisions upon which the decision is based.

ARTICLE VIII

MISCELLANEOUS

8.1 Amendment or Termination.

(a) The Board of Directors reserves the right to alter, amend, terminate or freeze the Plan, or any part thereof, in such manner as it may determine (including but not limited to the elimination of future Deferral Contributions), at any time and for any reason; provided, however, that no such amendment, termination, or freeze shall deprive any Participant or Beneficiary of any amounts credited to him under this Plan as of the date of such amendment, termination, or freeze. Notwithstanding any provision to the contrary, the Administrator shall always have the right to prospectively change the deemed Investment Funds available under Article IV of the Plan.

(b) If this Plan is frozen, a Participant's Account hereunder as of the date of the Plan freeze shall continue to be credited with investment gains and losses as provided under Article V, and the Accounts of Participants shall be paid at such time and in such form as provided for under the terms of the Plan; provided, however, that no additional deferrals or contributions shall be credited to any Participant Account after the Plan has been frozen.

(c) If the Plan is terminated, all Participant Accounts shall be paid as soon as practicable after such termination in the form of single sum distributions.

8.2 Applicable Law. This Plan shall be governed by the laws of the State of Wisconsin. This Plan is intended to meet at all times the requirements of Section 457(b) of the Code as an "eligible deferred compensation plan" and all amendments and regulations issued thereunder, and this Plan shall be construed and operated accordingly. In the event of any conflict between any part, clause or provision hereof and Section 457(b) of the Code, the provisions of Section 457(b) shall be deemed controlling and the conflicting part, clause or provision hereof shall be deemed superseded to the extent of the conflict.

8.3 Relationship to Other Programs. Participation in the Plan shall not affect a Participant's rights to participate in and receive benefits under any other plans of the Employer, nor shall it affect the Participant's rights under any other agreement entered into with any of the Employer, unless explicitly provided otherwise by such plan or agreement. Any amount credited under or paid pursuant to the Plan shall not be treated as wages, salary or any other type of compensation or otherwise taken into account in the determination of the Participant's benefits under any other plans of the Employer, unless explicitly provided otherwise by such plan.

8.4 Non-Assignability. No Participant or Beneficiary shall have any right to commute, sell, assign, pledge, convey, or otherwise transfer any rights or claims to receive benefits hereunder, nor shall such rights or claims be subject to garnishment, attachment, execution or levy of any kind except to the extent otherwise required by law. Notwithstanding the foregoing, the Plan shall comply with a qualified domestic relations order, as determined under Code Section 414(p)(12), and distributions from a Participant's Account may be made at any time to an alternate payee to the extent required under such qualified domestic relations order.

8.5 Rollovers and Transfers. The Administrator may, in its sole discretion, permit a Participant who has terminated employment with an Employer to transfer Account values another eligible 457 plan maintained by a tax-exempt entity, as long as any such transfer satisfies the requirements in applicable IRS regulations and will not otherwise jeopardize the eligible status of the Plan. The Plan shall accept the transfer or rollover of amounts from another eligible 457 plan maintained by a tax-exempt entity.

8.6 Status of Plan Under ERISA. The Plan is intended to be an unfunded plan maintained by the Employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, as described in Section 201(2), Section 301(a)(3), Section 401(a)(1) and Section 4021(b)(6) of the Employee Retirement Income Security Act of 1974, as amended.

8.7 Administrative Costs. The intent of this Plan is that the Participants pay the administrative costs and expenses incurred in the operation of the Plan. The administrative costs and expenses shall be charged against the Plan generally; provided that the costs associated with the assignment or transfer of a Participant's account pursuant to a domestic relations order shall be charged against the Participant's account. The Employer may, but is not obligated to, pay for some of the Plan's costs.

8.8 Withholding. The Employer shall continue to comply with all applicable tax and governmental withholding requirements, including the application of such requirements to the gross Compensation of Participants where appropriate (such as for social security tax purposes), notwithstanding Deferral Contributions made on behalf of the Participants. To the extent required by law, the Employer shall withhold any taxes required to be withheld by the federal or any state or local government from payments made hereunder or from any other amounts paid to a Participant by the Employer.

8.9 Limited Liability. In no event will the Employer's liability to pay benefits to Participants and Beneficiaries under Article V ever exceed the appropriate Account valuations as

therein specified. The Employer shall have no liability for the decline in the value of Accounts due to expenses and fees or caused by depreciation or shrinkage in the value of any investments made in any Investment Funds. The Employer does not guarantee any Investment Fund against loss or depreciation.

IN WITNESS WHEREOF, the Employer has caused its duly authorized officers to execute this Plan document on its behalf this 20th day of December, 2016.

MARSHFIELD CLINIC

By: *J. M. [unclear] MD*
EXECUTIVE DIRECTOR

Attest: _____

Appendix I

“Eligible Employee” means the individuals who are scheduled to work at least .5 FTE and six months in the following employment classifications with the Employer:

1. Physicians and Surgeons

2. Group I/PHD

Employees whose job requires a Ph.D. degree or equivalent and are assigned to Group 1 personnel class.

3. Executive Administration

- The chief executive officer ("CEO") of Marshfield Clinic Health System, Inc.
- The Executive Director of Marshfield Clinic, Inc.
- Any employee who reports directly to the CEO, Executive Director or to another Officer of Marshfield Clinic, Inc. or Marshfield Clinic Health System, Inc.
- All others in the Executive Administration employment classification.