UNIVERSITY OF WISCONSIN MEDICAL FOUNDATION, INC. EMPLOYEES 401(K)/PROFIT SHARING PLAN

(Plan #002)

As Amended and Restated Effective January 1, 2022

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UNIVERSITY OF WISCONSIN MEDICAL FOUNDATION, INC.
EMPLOYEES 401(K)/PROFIT SHARING PLAN

TABLE OF CONTENTS

CHAPTER 1

History and Type of Plan

As of January 1, 1997, University of Wisconsin Medical Foundation Inc., (the "Employer"), established this University of Wisconsin Medical Foundation, Inc. 401(k)/Profit Sharing Plan (the "Plan") for eligible employees. Since then, the Plan was amended and restated several times, iucluding (most recently) January 1, 2015. Effective December 31, 2003, the University of Wisconsin Medical Foundation, Inc. Employees Money Purchase Pension Plan was merged into the Plan. Effective January 1, 2022, the Employer hereby further amends and restates the Plan as set forth below.

The Plan applies to Eligible Employees who are in the employ of the Employer on or after January 1, 2022. Except as otherwise set forth below, the rights and benefits of an Employee whose final period of employment terminated prior to January 1, 2022, shall be determined in accordance with the Plan provisions in effect at the time of such termination of employment, and not with the Plan provisions set forth below.

The Plan is a profit-sharing plan that is intended to be qualified under Code§ 401(a). The Plan includes a Trust that is intended to be tax exempt under Code § 501(a) and a "cash or deferred arrangement" that is intended to be qualified under Code § 401(k). Fidelity Management Trust Company is the Trustee of the Trust that is part of the Plan.

CHAPTER 2

Definitions

Section 2.1-Account: "Account" means the account maintained by the Administrator representing a Participant's total interest in the Plan from all sources. For purposes of accounting for a Participant's interest in the Plan from specific sources, the Administrator shall subdivide an Account into other accounts.

Section 2.2-Administrator: "Administrator" means the person or entity designated by the Employer to administer the Plan as set forth in Section 8.2.

Section 2.3-ADP: "ADP" of a group of Eligible Employees for a Plan Year means the percentage defined in Code § 401(k)(3)(B), namely, the average of the ratios (calculated separately for each Eligible Employee in the group) of (a) the following contributions on behalf of the Eligible Employee to (b) the Eligible Employee's Gross Compensation for the Plan Year. The contributions to be taken into account are: (1) Salary Deferrals made by the Eligible Employee, excluding Excess Deferral Amounts of NHCEs and excluding Salary Deferrals that are taken into account in the ACP test (if the ADP test is satisfied both with and without exclusion of certain Salary Deferrals) and (2), at the election of the Employer, Qualified Nonelective Contributions. The Gross Compensation to be taken into account shall be the Gross Compensation for the portion of the Plan Year in which the Employee was eligible to make Salary Deferrals. For purposes of computing the ADP, an Employee who would be a Participant

but for the failure to make Salary Deferrals shall be treated as a Participant on whose behalf no Salary Deferrals are made. The ADP of each Participant shall be rounded to the nearest 100th of 1% of the Participant's Gross Compensation.

Section 2.4-Beneficiary: "Beneficiary" means a person or entity that, pursuant to a Participant's designation or the Plan's terms or otherwise, is entitled to receive any portion of a Participant's Account upon the Participant's death.

Section 2.5-Code: "Code" means the Internal Revenue Code of 1986, as amended from time to time.

Section 2.6-Compensation: "Compensation" means all wages within the meaning of Code § 3401(a) and all other payments of compensation to an employee for which his or her employer is required to furnish a Form W-2 under Code §§ 6041(d) or 6051(a)(3), determined without regard to any rules under Code § 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed.. Notwithstanding, Compensation shall not include severance pay, reimbursements, expenses allowances, taxable fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits. With respect to any Plan Year, Compensation shall mean such payments for the portion of the year during which the Employee was a Participant.

Effective January 1, 2008, Compensation shall include also regular-pay amounts described in Treasury Regulations § 1.415(c)-2(e)(3)(ii), namely, payments, made after severance (by the later of 2 ½ months after severance or the end of the Plan Year that includes the date of severance), for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments which would have been paid to the employee prior to a severance from employment if the employee had continued in employment but which are paid. Effective January 1, 2008, Compensation shall also include leave-cashouts and deferred-compensation amounts described in Treasury Regulations § 1.415(c)-2(e)(3)(iii), namely, payments, made after severance (by the later of 2 ½ months after severance or the end of the Plan Year that includes the date of severance), for (a) 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, or (b) amounts received pursuant to a nonqualified unfunded deferred compensation plan, but only if the amounts would have been paid at the same time if the employee had continued in employment and only to the extent that the amounts are includible in the employee's gross income. Effective January 1, 2008, as required by Treasury Regulations § 1.415(c)-2(e)(3)(iv), compensation shall not include other payments made after severance, such as severance pay.

The annual Compensation of each Employee taken into account under the Plan for any Plan Year shall not exceed $305,000 as adjusted for cost-of-living increases in accordance with Code § 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, then the annual limit is an amount equal to the otherwise applicable limit multiplied by a fraction whose numerator is the number of months in the short determination period and whose denominator is 12.

Section 2.7-Designated Roth Account: "Designated Roth Account" means a separate account for the Designated Roth Contributions, and for the qualified rollover contributions

(within the meaning of Code § 408A(e)), of each Participant and any earnings properly allocable to that account.

Section 2.8-Designated Roth Contributions: "Designated Roth Contributions" has the meaning set forth in Code § 402A(c), namely, any Salary Deferrals which are excludable from gross income of a Participant without regard to Code § 402A and which the Participant irrevocable designates (at such time and in such manner as set forth in rules prescribed by the Internal Revenue Service or by the Plan Administrator) as not being so excludable. Unless specifically stated otherwise, a Designated Roth Contribution will be treated as a Salary Deferral for all purposes of the Plan.

Section 2.9-Disability: "Disability" means a physical or mental condition of the Participant which entitles the Participant to either (a) disability benefits under the Employer's long-term disability plan or (b) disability benefits as determined by the Social Security Administration.

Section 2.10-Eligible Employee: "Eligible Employee" means any Employee, except that any individual determined by a court or administrative agency to be a common-law employee shall not be an Eligible Employee as long as the Employer classifies the individual for payroll purposes as an independent contractor and provides the individual with a Form 1099-MISC instead of a Form W-2. In addition, the following Employees shall not be eligible to participate in the Plan: (i) Employees whose employment is governed by the terms of a collective bargaining agreement between Employee representatives (within the meaning of Code §7701(a)(46)) and the Employer under which retirement benefits were the subject of good faith bargaining between the parties; (ii) any Employee who is an appointed faculty member of the University of Wisconsin School of Medicine and Public Health (UWSMPH), regardless of whether such member on a tenure track, clinical health sciences (CHS) track, or clinician-teacher track; and (iii) Leased Employees. Therefore, Employees who are appointed faculty members of the UWSMPH with the following titles are excluded: Professor, Professor (CHS), Clinical Professor, or Visiting Professor; Associate Professor, Associate Professor (CHS), Clinical Associate Professor, or Visiting Associate Professor; Assistant Professor, Assistant Professor (CHS), Clinical Assistant Professor, or Visiting Assistant Professor; Clinical Instructor; Instructor (CHS); Emeritus; or Rehired Annuitant.

Section 2.11-Employee: "Employee" means any common-law employee, or any Leased Employee, of the Employer maintaining the Plan or of any other employer required to be aggregated with the Employer under Code §§ 414(b), (c), (m), or (o).

"Employee" includes an individual who is an Employee but who is on a leave of absence authorized by the Employer under the Employer's standard personnel practices applied in a nondiscriminatory manner. A leave of absence by reason of service in the armed forces of the United States shall end no later than the time at which a Participant's reemployment rights as a member of the armed forces cease to be protected by law. Any other leave of absence shall end when employment is resumed or when the leave is terminated by the Employer under the Employer's standard personnel practices applied in a nondiscriminatory manner.

Section 2.12-Employer: "Employer" means University of Wisconsin Medical Foundation, Inc. Employer includes any affiliated employer that adopts the Plan.

Section 2.13-ERISA: "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

Section 2.14-Excess Contributions: "Excess Contributions" means, with respect to any Plan Year, the excess of the aggregate amount of contributions actually taken into account in computing the ADP of HCEs for the Plan Year over the maximum amount of such contributions permitted by the ADP test (determined by reducing contributions made on behalf of HCEs in order of their ADPs beginning with the highest of such percentages).

Section 2.15-Excess Deferral Amount: "Excess Deferral Amount" means the portion of the Salary Deferrals that Code § 402(g) requires to be included in a Participant's gross income if not correctively and timely distributed as provided by law.

Section 2.16-Forfeiture: "Forfeiture" means the portion of a Participant's Profit-Sharing Contribution Account that is non-vested and used to pay expenses of the Plan or reallocated to reduce contributions that the Employer makes to the Plan.

Section 2.17-Gross Compensation: "Gross Compensation" of a Participant means his or her Compensation increased by (i.e., not excluding) his or her Salary Deferrals to the Plan and his or her salary reduction contributions, if any, to a Code § 125 cafeteria plan, Code § 403(b) tax-sheltered annuity, Code § 132(f)(4) qualified transportation plan, or Code § 457 deferred compensation plan.

Section 2.18-HCE: "HCE" means a "highly compensated employee," consistent with Code § 414(q): any Employee who at any time during the Plan Year (the "determination year") or the preceding Plan Year (the "look-back year") was a "five-percent owner" (as defined by Code § 414(q)(2)) or, for the look-back year, had Compensation as defined in Code § 415(c)(3) from the Employer in excess of $100,000 and was in the "top-paid group," namely, the group consisting of the top 20% of employees when ranked on the basis of compensation paid during the look-back year. The $100,000 is adjusted at the same time and in the same manner as under Code § 415(d), except that the base period is the calendar quarter ending September 30, 1996. As set forth in Treasury Regulations § 1.414(q)-1T (A-4) and Notice 97-45, a former Employee shall be treated as an HCE if, when separated from service or at any time after attaining age 55, the former Employee was an HCE.

Section 2.19-Hour Of Service: "Hour Of Service" means each hour which must, as a minimum, be credited for purposes of a computation period as required by Labor Regulation § 2530.200b-2, which generally requires credit for each actual hour for which an Employee is:

(a) directly or indirectly compensated or entitled to compensation by the Employer for the performance of duties during the applicable computation period;

(b) directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty, or leave of absence) during the applicable computation period;

(c) awarded or paid back pay by the Employer without regard to mitigation of damages.

Notwithstanding the above, (i) no more than 501 Hours Of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period), (ii) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited if such payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation, or disability insurance laws, and (iii) Hours Of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee. For these purposes, a payment shall be deemed made by the Employer regardless of whether the payment is made by the Employer directly or indirectly through a trust fund, insurer, or other entity to which the Employer contributes or pays premiums and regardless of whether contributions to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

Hours Of Service will be credited for employment with other members of an affiliated service group under Code § 414(m), a controlled group of corporations under Code § 414(b), or a group of trades or businesses under common control under Code § 414(c), of the Employer is a member, and any other entity required to be aggregated with the Employer pursuant to Code § 414(o). Hours Of Service will also be credited for any individual considered an Employee for purposes of this Plan under Code §§ 414(n) or 414(o).

Section 2.20-Leased Employee: "Leased Employee" means any person (other than an Employee) who, pursuant to an agreement between the Employer and any other person ("leasing organization"), has performed services for the Employer (or for the Employer and related persons determined in accordance with Code § 414(n)(6)) on a substantially full-time basis for a period of at least one year and such services are performed under primary direction or control by the Employer. Contributions or benefits that the leasing organization provides to the Leased Employee and that are attributable to services performed for the Employer shall be treated as provided by the Employer. Nonetheless, a person shall not be a Leased Employee with regard to the Employer if (a) he or she is covered by a money purchase pension plan that the leasing organization maintains and that provides (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code § 415(c)(3) (including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code §§ 125, 402(e)(3), 402(h), or 403(b)), (2) immediate participation, and (3) full and immediate vesting, and (b) Leased Employees do not constitute more than 20% of the Employer's nonhighly compensated workforce.

Section 2.21-Money Purchase Pension Account: "Money Purchase Pension Account" means the portion of a Participant's Account attributable to the Participant's account under the University of Wisconsin Medical Foundation, Inc. Employees Money Purchase Pension Plan, which was merged into this Plan effective December 31, 2003.

Section 2.22-NHCE: "NHCE" means an Employee who is not an HCE.

Section 2.23-Normal Retirement Age: "Normal Retirement Age" means the date on which the Participant attains age 59 ½.

Section 2.24-One-Year Break-In-Service: "One-Year Break-In-Service" means an applicable computation period during which an Employee has not completed more than 500

Hours Of Service. Solely for the purpose of determining whether a Participant has incurred a One-Year Break-In-Service, Hours Of Service shall be recognized for authorized leaves of absence and maternity and paternity leaves of absence. Authorized leave of absence means an unpaid, temporary cessation from active employment with the Employer pursuant to an established nondiscriminatory policy, whether occasioned by illness, military service, or any other reason. A maternity or paternity leave of absence means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours Of Service shall be credited for the computation period in which the absence from work begins, only if credit therefor is necessary or, in any other case, in the immediately following computation period. The Hours Of Service credited for a maternity or paternity leave of absence shall be those which would normally have been credited but for such absence or, in any case in which the Administrator is unable to determine such hours normally credited, eight Hours Of Service per day. The total Hours Of Service required to be credited for a maternity or paternity leave of absence shall not exceed 501.

Section 2.25-Participant: "Participant" means any Employee or former Employee who has satisfied the requirements for participation in the Plan and whose Account has not been cashed out.

Section 2.26-Plan: "Plan" means the University of Wisconsin Medical Foundation, Inc. Employees 401(k)/Profit Sharing Plan described in this Agreement.

Section 2.27-Plan Year: "Plan Year" is the 12-consecutive-month period ending on December 31 each year.

Section 2.28-PPMG Account: "PPMG Account" means the portion of a Participant's Account attributable to the Participant's profit-sharing account under the Retirement Savings Plan and Trust of Physicians Plus Medical Group, which was transferred to this Plan.

Section 2.29-Profit-Sharing Contributions: "Profit-Sharing Contributions" are contributions that the Employer makes under Section 4.3.

Section 2.30-Profit-Sharing-Contribution Account: "Profit-Sharing-Contribution Account" means the portion of a Participant's Account to which Profit-Sharing Contributions are allocated.

Section 2.31-QJSA: "QJSA" means the following "qualified joint and survivor annuity" that satisfies Code § 417(b): an annuity for the life of the Participant with a survivor annuity for the life of the Participant's spouse which is 50% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's spouse and which is the amount of benefit that can be purchased with the Participant's vested Account balance as of the date of death (after reducing the Account for any outstanding Plan loans).

Section 2.32-QOSA: "QOSA" means the following "qualified optional survivor annuity" that satisfies Code § 417(g): an annuity for the life of the Participant with a survivor annuity for the life of the Participant's spouse which is 75% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's spouse and which is the amount of benefit that can be purchased with the Participant's vested Account balance as of the date of death (after reducing the Account for any outstanding Plan loans).

Section 2.33-QPSA: "QPSA" means the following "qualified preretirement survivor annuity" that satisfies Code § 417(c)(2): an annuity for the life of the Participant's surviving spouse which is the actuarial equivalent of the applicable percentage (designated in Section 5.5) of the Participant's vested Account balance as of the date of death (after reducing the Account for any outstanding Plan loans).

Section 2.34-Qualified Nonelective Contributions: "Qualified Nonelective Contributions" are contributions that are made under Section 4.10. Qualified Nonelective Contributions meet the distribution and nonforfeitability requirements applicable to Salary Deferrals and, as a result, are entitled to be counted for ADP testing purposes.

Section 2.35-Qualified Nonelective-Contribution Account: "Qualified Nonelective-Contribution Account" means the portion of a Participant's Account to which Qualified Nonelective Contributions are allocated.

Section 2.36-Retirement: "Retirement" means the termination of employment of a Participant who has attained at least the Normal Retirement Age.

Section 2.37-Rollover Contributions: "Rollover Contributions" means amounts that the Participant rolled over to the Plan as permitted by the Code from (a) a qualified plan described in Code § 401(a), (b) or an individual retirement account or annuity described in Code § 408(a) or 408 (b), (c) an annuity contract or plan described in Code § 403(a) or 403(b), or (d) an eligible plan under Code § 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. Effective beginning January 4, 2016, the Plan accepts Rollover Contributions of distributions from "designated Roth accounts" as defined in Code § 402A(c), but shall separately account for any such Rollover Contributions.

Section 2.38-Rollover-Contribution Account: "Rollover-Contribution Account" means the portion of the Participant's Account to which Rollover Contributions are allocated.

Section 2.39-Salary Deferrals: "Salary Deferrals" are contributions that the Employer makes under Section 4.2 at the election of Participants. Except as otherwise provided in the Plan, Salary Deferrals includes any Designated Roth Contributions made by the Participant.

Section 2.40-Salary-Deferral Account: "Salary-Deferral Account" means the portion of a Participant's Account to which Salary Deferrals are allocated.

Section 2.41-Trust (or Trust Fund): "Trust" means the trust set forth in this Agreement known as the University of Wisconsin Medical Foundation, Inc. Retirement Trust which holds assets of the Plan and which constitutes a part of the Plan. The "Trust Fund" consists of the assets of the Plan held in the Trust.

Section 2.42-Trustee: "Trustee" means the person or entity serving as trustee of the Trust.

Section 2.43-Year Of Benefit-Service: "Year Of Benefit-Service" means a Plan Year during which the Employee completes at least 1,000 Hours Of Service. For any short Plan Year, however, the number of Hours Of Service required shall be a pro-rata number of Hours Of Service based on the number of days in the short Plan Year.

Section 2.44-Year Of Eligibility-Service: "Year Of Eligibility-Service" means a 12-consecutive-month period during which the Employee completes at least 1,000 Hours Of Service.

For purposes of determining a Year Of Eligibility-Service, the initial eligibility computation period is the 12-consecutive-month period beginning on the employment commencement date, when the Employee first performs an Hour Of Service for the Employer. The succeeding eligibility computation periods are Plan Years, beginning with the first Plan Year that commences prior to the first anniversary of the Employee's employment commencement date.

Any Employee hired before January 1, 2011, shall be credited with Hours Of Service for eligibility computations for Hours Of Service with any of the following employers: Affiliated University Physicians, Inc., Physicians Medical Group, S.C., University Health Care, Inc., University Community Clinics, Inc., Physicians Plus Insurance Corporation, Inc., Sacred Heart Hospital of the Hospital Sisters of the Third Order of St. Francis.

Section 2.45-Year Of Vesting-Service: "Year of Vesting-Service" means a Plan Year during which the Employee was credited with not less than 1,000 Hours Of Service.

Any Employee hired before January 1, 2011, shall be credited with Hours Of Service for vesting computations for Hours Of Service with any of the following employers: Affiliated University Physicians, Inc., Physicians Medical Group, S.C., University Health Care, Inc., University Community Clinics, Inc., Physicians Plus Insurance Corporation, Inc., Sacred Heart Hospital of the Hospital Sisters of the Third Order of St. Francis.

CHAPTER 3

Eligibility and Participation

Section 3.1-Conditions of Eligibility: Any Eligible Employee shall be eligible to participate in the Plan for purposes of making Salary Deferrals if the Eligible Employee works for the Employer for at least 30 days.

Any Eligible Employee who attains age 18 and completes a Year Of Eligibility-Service for the Employer shall be eligible to participate in the Plan for purposes of sharing in Profit Sharing Contributions.

Section 3.2-Participation: An Employee shall become a Participant as of the first day of the first month coinciding with or next following the date the Employee met the eligibility requirements of Section 3.1.

Section 3.3-Resumption of Participation: If a Participant ceases to be an Eligible Employee (e.g., because of separation from employment with the Employer) and later again becomes an Eligible Employee (e.g., because of rehire by the Employer), he or she will participate again for all purposes immediately upon becoming an Eligible Employee again. Nevertheless, if a Participant separated from service and is re-employed after incurring 5 or more consecutive One-Year Breaks-In-Service, the Participant will be entitled to participate immediately upon re-employment only if either (a) the Participant had a nonforfeitable interest in his/her accrued benefit attributable to employer contributions at the time of separation from

service or (b) upon returning to service the number of consecutive One-Year Breaks-In-Service is less than the number of Years of Eligibility-Service before separation from service..

Section 3.4-USERRA: Notwithstanding any provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code § 414(u) as required by the Uniformed Services Employment and Reemployment Rights Act of 1994.

Effective January 1, 2009, any differential wage payment made to an Employee with respect to any period the Employee is performing qualified military service shall be included in this Plan's definition of Compensation.

In accordance with Code § 401(a)(37), if a Participant dies after January 1, 2007, while performing qualified military service, the Participant's Beneficiaries will be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) as if the Participant had resumed employment with the Employer and then terminated employment on account of death.

CHAPTER 4

Allocations to Participant Accounts

Section 4.1-Participant Accounts: On behalf of each Participant, the Administrator shall maintain an Account representing the Participant's interest in the Plan and shall credit or charge the Accounts as provided by the Plan or by law. The Administrator shall maintain separate recordkeeping with respect to each Designated Roth Account and with respect to Rollover Contribution Accounts attributable to Rollover Contributions from "designated Roth accounts" as defined in Code § 402A(c).

Section 4.2-Salary Deferrals: A Participant may elect to have the Employer make payments to the Participant directly in cash or as Salary Deferrals contributed to the Trust, as provided below:

(a) *Deferral Elections and Changes.* The Participant may only defer amounts that are not currently available to him or her and may not make a retroactive election. Participants may elect to commence Salary Deferrals (or modify or terminate the amount or frequency of Salary Deferrals) effective on the first day of each Plan Year or more frequently under rules applied by the Administrator in a nondiscriminatory manner. Except as otherwise provided in this Section, a Participant's election to commence Salary Deferrals shall remain in effect until modified or terminated. Notwithstanding any contrary provisions of the Plan, a Participant who has received a hardship distribution shall be suspended from making Salary Deferrals as provided in Section 5.8(b)(3).

(b) *Designated Roth Contributions.* BeginningJanuary 4, 2016, subject to rules prescribed by the Internal Revenue Service or the Administrator, a Participant may elect to make Designated Roth Contributions in accordance with Code § 402A in lieu of all or a portion of Salary Deferrals which the Participant is otherwise eligible to make excludable from gross income.

(c) *Deferral of Cash for Unused PTO.* A Participant may also elect to have the Employer contribute to the Trust any amount the Participant is entitled to receive as a cash payment for unused paid time off in accordance with the Employer's personnel policies. Any such amount contributed to the Plan will be treated as a separate Salary Deferral election hereunder and shall be made in accordance with rules promulgated by the Administrator from time to time. Any such rules shall be nondiscriminatory in form and operation.

(d) *Salary Deferral Limits.* Salary Deferral amounts are generally subject to the annual limits described in Section 4.7 and Code § 402(g). Nevertheless, Participants who are eligible to make Salary Deferrals under this Plan and who have attained age 50 before the close of the Plan Year shall be eligible to exceed those limits by making catch-up Salary Deferrals. Catch-up Salary Deferrals are Salary Deferrals made in excess of an otherwise applicable Plan limit, such as the limits on annual additions, the dollar limitation on Salary Deferrals under Code § 402(g), and the limit imposed by the ADP test under Code § 401(k)(3). Catch-up Salary Deferrals for a Participant for a taxable year shall not exceed the dollar limits Code § 414(v), as adjusted from year to year under Code § 414(v)(2)(C). Such catch-up Salary Deferrals are not counted in the ADP test and are not be taken into account for purposes of the Plan provisions implementing the required limitations of Code §§ 402(g) and 415.

(e) *Salary Deferral Vesting and Deposits.* Salary Deferrals (and attributable earnings) shall at all times be nonforfeitable. The Employer shall pay the Salary Deferrals to the Trust Fund as soon as they can be reasonably segregated from the Employer's general assets, but no later than the 15th business day of the month following the month in which they would otherwise have been payable in cash to the Participant. The Administrator shall allocate the Salary Deferrals to the Participant's Salary-Deferral Account as of the date that they are received in the Trust Fund.

(f) *Auto-Enrollment.* Effective May 4, 2015, any Eligible Employee who is eligible to elect Salary Deferrals and who does not already have an affirmative or deemed Salary Deferral election in operation shall be deemed to have elected Salary Deferrals equal to 5% of Gross Compensation. Notwithstanding the previous sentence, any Eligible Employee whose first day of employment is on or after October 1, 2019, shall be deemed to have elected, at the time of hire, Salary Deferrals equal to 6% of Gross Compensation, unless he or she makes a contrary Salary Deferral election.

(g) *Auto-Increase.* Subject to applicable limits on Salary Deferral amounts, as of each October 1 (beginning with October 1, 2015), each Eligible Employee who is eligible to elect Salary Deferrals shall be deemed to have elected a rate of Salary Deferrals (including, on or afterJanuary 4, 2016, Designated Roth Contributions, but increasing first the rate of any Salary Deferrals that are not Designated Roth Contributions) equal to the rate that is greater, by 1% of Gross Compensation, than the rate (as a percentage of Gross Compensation) of his or her Salary Deferrals (including, on or afterJanuary 4, 2016, Designated Roth Contributions) in effect at the end of the previous day (i.e., September 30), except in the following circumstances:

(1) If, no later than the applicable September 30, the Eligible Employee elects to not have the auto-increase apply as of the following October 1, then the

auto-increase will not apply. Any such election will apply only with respect to that October 1 and not any subsequent one (i.e., the auto-increase will be "turned on" every October 1).

(2) If, before the applicable October 1, the Eligible Employee was electively deferring at a rate of 0%, then the auto-increase will not apply (because the Eligible Employee will be considered to have entirely opted out of Salary Deferrals).

(3) If, before the applicable October 1, the Eligible Employee was deferring at a rate of 10%, then the auto-increase will not apply (because the Eligible Employee will be considered to have elected deferrals at a reasonably high rate).

Section 4.3-Employer Discretionary Profit-Sharing Contributions: For each Plan Year, the Employer may make a discretionary Profit-Sharing Contribution on behalf of each Participant who, other than a Participant who terminated employment during the Plan Year due to death, Disability, or Retirement, is employed by the Employer on the last day of the Plan Year and who, other than a Participant who terminated employment during the Plan Year due to death, Disability, or Retirement, is credited with a Year of Benefit-Service during the Plan Year. The Employer shall pay the Profit-Sharing Contributions to the Trustee on or before the time required by law for filing the Employer's federal income tax return (including extensions) for the year with respect to which the contribution is made. The Profit-Sharing Contributions made under this Section (and attributable earnings) shall be vested in accordance with the schedule in Section 5.3(b).

Profit-Sharing Contributions for a Plan Year and all Forfeitures (except those Forfeitures used to pay expenses of the Plan) arising from the prior Plan Year shall be allocated, as of the last day of the Plan Year, among the Profit-Sharing Contribution Accounts of eligible Participants on the following basis:

(a) First, the contributions and Forfeitures shall be allocated to each Participant's Profit-Sharing Contribution Account in the same proportion that the sum of his/her Gross Compensation for the Plan Year bears to the Gross Compensation of all Participants for the Plan Year, provided that the maximum allocation under this Subsection (a) shall not exceed 8% of the Participant's Gross Compensation.

(b) Second, any additional contributions and Forfeitures shall be allocated to each Participant's Profit-Sharing Contribution Account in the same proportion that his/her "excess compensation," as defined below, for the Plan Year bears to the total "excess compensation" of all Participants for the Plan Year, provided that the maximum allocation under this Subsection (b) shall not exceed 5.7% of the Participant's Gross Compensation.

(c) Then, the balance of the contributions and Forfeitures (if any) shall be allocated to each Participant's Profit-Sharing Contribution Account in the same proportion that his/her Gross Compensation for the Plan Year bears to the Gross Compensation of all Participants for the Plan Year.

(d) "Excess compensation" is the amount of Gross Compensation that exceeds the maximum amount of earnings which may be considered compensation for the Plan Year under Code § 3121(a)(1) (the social security taxable wage base).

Section 4.4-Qualified Nonelective Contributions: The Employer may make Qualified Nonelective Contributions to NHCEs as provided in Section 4.9.

Section 4.5-Rollover Contributions: Any Eligible Employee may make a Rollover Contribution to the Plan, provided that (a) the transfer is permitted under the plan from which the funds are to be transferred and (b) the Administrator is reasonably satisfied that the transfer will not jeopardize the qualification of the Plan under Code § 401(a) or the tax-exempt status of the Trust under Code § 501(a). Rollover Contributions (and attributable earnings) shall at all times be nonforfeitable.

Section 4.6-Form of Contributions: All contributions shall be made in cash.

Section 4.7-Excess Deferrals (§ 402(g)): No Participant shall be permitted to have Excess Deferral Amounts, i.e., Salary Deferrals for any calendar year in excess of $16,500 (including any other "elective deferrals" within the meaning of Code § 402(g)(3) in the case of all other plans of the Employer), adjusted in the manner described in Code § 402(g)(5). If, contrary to the preceding sentence, a Participant has Excess Deferral Amounts for any calendar year, then the Excess Deferral Amount (from Designated Roth Contributions only if no other Excess Deferral Amount is available) that the Participant allocates to this Plan (and the income or loss attributable thereto) shall be distributed no later than April 15 following that year. A distribution pursuant to this Section shall be made without regard to any consent otherwise required by the Plan. The Participant's allocation of Excess Deferral Amounts to this Plan shall be submitted in writing to the Administrator no later than March 1 with respect to the preceding calendar year. A Participant is deemed to allocate to this Plan any Excess Deferral Amount that arises by taking into account only those Salary Deferrals made to the Plan and any other plans maintained by the Employer. The income or loss allocable to the Excess Deferral Amount is equal to the income or loss for the taxable year of the individual allocable to the Participant's Salary Deferrals multiplied by a fraction, the numerator of which is such Participant's Salary Deferrals for the taxable year and the denominator is equal to the sum of the Participant's Salary-Deferral Account as of the beginning of the taxable year, plus the Participant's Salary Deferrals for the taxable year. The Excess Deferral Amount that may be distributed under this Section with respect to a Participant for a taxable year shall be reduced by any Excess Contributions previously distributed with respect to the Participant for the Plan Year beginning with or within the taxable year.

Section 4.8-No Excess Contributions (ADP Test): The Plan shall satisfy the ADP test of Code § 401(k)(3) as follows:

The ADP for Eligible Employees who are HCEs for a Plan Year may not exceed the greater of (a) the ADP for all Eligible Employees who were NHCEs for the prior Plan Year multiplied by 1.25; or (b) the ADP for all Eligible Employees who were NHCEs for the prior Plan Year multiplied by 2, but not more than 2 percentage points in excess of the ADP for all Eligible Employees who were NHCEs.

The ADP for any HCE who is eligible to have Salary Deferrals (and Qualified Nonelective Contributions, if treated as Salary Deferrals for purposes of the ADP test) allocated

to his/her accounts under two or more Code § 401(k) arrangements maintained by the Employer shall be determined as if all such contributions were made under a single arrangement. If an HCE participates in two or more such arrangements that have different plan years, then all Salary Deferrals made during the Plan Year under all such arrangements shall be aggregated. For plan years beginning before 2006, all such arrangements ending with or within the same calendar year shall be treated as a single arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code § 401(k).

If the 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 Code sections only if aggregated with this Plan, then this Section shall be applied by determining the ADP of Eligible Employees as if all such plans were a single plan. If more than 10% of the Employer's NHCEs are involved in a plan coverage change as defined in Treas. Reg. § 1.401(k)-2(c)(4), then any adjustments to the NHCEs' ADP for the prior year will be made in accordance with such regulations, unless the Plan provides for the use of the current-year testing method. Plans may be aggregated to satisfy Code § 401(k) only if they have the same Plan Year and use the same ADP testing method.

Section 4.9-Correction of Excess Contributions (ADP): If Excess Contributions were allocated to the Salary-Deferral Account of an HCE for a Plan Year, then one or more of the following correction methods permitted by Treasury Regulations § 1.401(k)-2(b) shall be used (with the default being distributions):

(a) QNECs: The Employer may make Qualified Nonelective Contributions that, for purposes of satisfying the ADP test, are treated as Salary Deferrals on behalf of NHCEs who made or were eligible to make Salary Deferrals for the Plan Year and are Employees on the last day of the Plan Year. Such contributions shall be allocated in proportion to the Gross Compensation of such individuals. Contributions made pursuant to this Subsection (a) shall be 100% vested at all times and shall be subject to the same distribution restrictions as Salary Deferrals. To be taken into account for a Plan Year, the Qualified Nonelective Contributions shall be made no later than the end of the 12-month period following the end of that Plan Year. This QNEC correction method shall not be used if prior-year data is used to compute the ADP of NHCEs for the same testing year.

(b) Distributions: The Excess Contributions (from Designated Roth Contributions only if no other Excess Contributions are available), plus any income and minus any loss allocable thereto (including, for the 2006 and 2007 Plan Years, income or loss allocated to the period between the end of the Plan Year and the date of distribution), shall be distributed, no later than the last day of the following Plan Year, to the HCEs with the largest amounts of contributions taken into account in calculating the ADP test for the year in which the excess arose, beginning with the HCE with the largest amount of such contributions and continuing in descending order until all the Excess Contributions have been allocated. To the extent a HCE has not reached his or her catch-up Salary Deferral limit under the Plan and Code § 414(v), Excess Contributions allocated to such HCE are catch-up Salary Deferrals and will not be treated as Excess Contributions.

(c) Source of Distributions: If an HCE to whom Excess Contributions are to be distributed has as Designated Roth Account, then, consistent with applicable Treasury

Regulations, the HCE may choose whether they are to be distributed from the Designated Roth Account or not.

Section 4.10-Limitation on Annual Additions (§ 415): Notwithstanding any contrary provision in this document, the Plan shall comply with Code § 415, as set forth below:

(a) The "additions" (as defined below) credited to the Participant's Account for any "limitation year" (as defined below) shall not exceed the lesser of $61,000 (as adjusted for cost-of-living increases under Code § 415(d)) or 100% of the Participant's "compensation" (as defined below) for the "limitation year" from the Employer, provided that the 100% compensation limit shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code § 401(h) or 419A(f)(2) which is otherwise treated as an annual "addition." As soon as administratively feasible after the end of the "limitation year," the maximum permissible amount for the "limitation year" shall be determined on the basis of the Participant's actual compensation for the "limitation year." If, pursuant to the preceding sentence or as the result of an allocation of Forfeitures, there is an excess amount, the excess shall be disposed of as follows:

(1) any Salary Deferrals (plus attributable earnings), to the extent they would reduce the excess amount, shall be distributed to the Participant;

(2) if, after the application of (1) above, an excess amount still exists, and the Participant is covered by the Plan at the end of the "limitation year," then the excess amount in the Participant's Account shall be used to reduce Employer contributions (including any allocation of Forfeitures) for the Participant in the next "limitation year," and each succeeding "limitation year," if necessary; and

(3) if, after the application of (2) above, an excess amount still exists, and the Participant is not covered by the Plan at the end of the "limitation year," then the excess amount shall be held unallocated in a suspense account (that does not participate in the Trust's investment gains and losses) and the suspense account shall be applied to reduce Employer contributions for all remaining Participants in the next "limitation year," and each succeeding "limitation year," if necessary.

(b) For purposes of this Section, "additions" means the sum of the following: employer contributions, employee contributions (excluding rollover contributions), forfeitures, amounts allocated to a Code § 415(l)(2) individual medical account, and contributions attributable to post-retirement medical benefits for the separate account of a key employee, as defined in Code § 419A(d)(3), under a Code § 419(e) welfare benefit fund.

(c) The "limitation year" shall be the Plan Year. All qualified plans maintained by the Employer must use the same limitation year.

(d) For purposes of this Section, "compensation" means Gross Compensation as defined in Section 2.15 and, for any limitation year, shall not exceed the amount set forth in Code § 401(a)(17), as adjusted from time to time.

(e) If the Employer contributes, to another defined contribution plan, amounts on behalf of a Participant in this Plan, then the limitation on annual "additions" provided in this Section shall be applied to annual "additions" in the aggregate to this Plan and such other plans.

Reduction of annual "additions" (where required) shall be accomplished first by reductions under such other plans pursuant to the directions of the administrator of such other plans or under priorities, if any, established by the terms of such other plans and then by allocating any remaining excess for this Plan in the manner and priority set out above with respect to this Plan.

(f) Notwithstanding any other provision in this Plan, for Plan Years beginning on or after July 1, 2007, any excess "addition" shall be corrected according to the rules set forth in the Employee Plans Compliance Resolution System of the Internal Revenue Service.

CHAPTER 5

Benefits

Section 5.1-Retirement: An Employee's right to his or her Account balance is nonforfeitable on attainment of Normal Retirement Age. As soon as administratively feasible after a Participant attains Normal Retirement Age and either retires or attains age 70 ½, he or she shall be entitled to a distribution of the entire amount in his or her Account in accordance with Section 5.4 or Section 5.5 (as applicable).

Section 5.2-Death or Disability: If the termination of employment of a Participant is caused by his or her death or Disability, then, as soon as administratively feasible after such termination, and after the Administrator receives acceptable proof of death or Disability, the entire amount in the Participant's Account shall be distributed to the Participant or the Participant's Beneficiary in accordance with Section 5.4 or Section 5.5 (as applicable).

Section 5.3-Termination for Other Reasons: If a Participant's employment with the Employer is terminated at a time or for a reason other than those specified in Section 5.1 or 5.2, then the Participant shall be entitled to the amount of his/her Account in which he/she is vested and such amount shall be payable in accordance with Section 5.4 or Section 5.5 (as applicable).

(a) Except as otherwise provided in the Plan, the vested amount shall be the following percentage based on the number of Years of Vesting-Service credited to the Participant through the employment termination date:

Years of Vesting-Service	Vested Percentage	Forfeited Percentage
Less than 3	0%	100%
3 or more	100%	0%

(b) If a Participant is less than 100% vested and either (1) receives a distribution from the Plan and then resumes employment with the Employer before the occurrence of five consecutive One-Year Breaks-In-Service, or (2) receives an in-service distribution, then the vested percentage shall be equal to an amount ("X") determined by the formula X = P x [AB + R x D)] - R x D), where "P" is the nonforfeitable percentage at the relevant time; "AB" is the account balance at the relevant time; "D" is the amount of the distribution; and "R" is the ratio of the account balance at the relevant time to the account balance after distribution. If an Employee who is zero percent vested is deemed to receive a distribution and resumes employment covered under this Plan before he or she incurs five consecutive One-Year Breaks-In-Service, then, upon

such reemployment, the Employer-derived account balance of the Employee shall be restored to the amount on the date of such deemed distribution. Such a restoration shall be made first out of Forfeitures, if any, and then by additional Employer contributions.

(c) If an Employee separates from service and is re-employed before incurring a One-Year Break-In-Service, then he or she will continue to vest, starting at the point in the vesting schedule where he or she left employment, in both his or her pre-separation and post-separation accrued benefit. If a Participant separates from service and is re-employed after incurring a One-Year Break-In-Service, then, if he or she does not have 5 consecutive One-Year Breaks-In-Service, both the pre-break and post-break service will count in vesting both the pre-break and post-break Account balances. If a Participant separates from service and is re-employed after incurring 5 or more consecutive One-Year Breaks-In-Service, both the pre-break and post-break service will count in vesting the post-break Account balance if either (1) the Participant has a nonforfeitable interest in the accrued benefit attributable to employer contributions at the time of separation from service or (2) upon returning to service the number of consecutive One-Year Breaks-In-Service is less than the number of Years Of Vesting Service.

Section 5.4-Method of Benefit Payment: Except as otherwise provided by Section 5.5, after a Participant or his/her Beneficiary becomes entitled to a distribution of benefits under Section 5.1, 5.2, or 5.3, the benefits shall be distributed in cash pursuant to the election of the Participant (or, if no election has been made prior to the Participant's death, by his/her Beneficiary) under one of the following methods:

One lump-sum payment; or

Payments over a period certain in monthly, quarterly, semiannual, or annual installments (with such period extending no longer than the Participant's life expectancy (or the life expectancy of the Participant and his or her designated Beneficiary). The Administrator may, under rules and policies applied in a consistent and nondiscriminatory manner, permit the Participant (or Beneficiary) to designate and change the amount to be paid from time to time.

(a) If, at the time a distribution to a Participant commences, but prior to the later of his or her Normal Retirement Age or age 62, his/her Account balance, including his/her Rollover-Contribution Account, is $1,000 or less, then the Administrator may distribute the Account balance without the Participant's consent (i.e., a mandatory distribution). Any other distribution requires the Participant's consent.

(b) No less than 30 days and no more than 180 days before all events have occurred that entitle a Participant or other distributee to receive benefits, the Administrator shall provide the distributee with a notice that satisfies Code § 402(f). Payment may be made less than 30 days after the notice is given if the distributee waives the 30-day notice requirement. The distributee's waiver shall not be given effect unless the Administrator informs the distributee in writing that the distributee has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option) and the distributee, after receiving notice, affirmatively elects that the distribution occur within said 30 days. Payment of less than such a minimum Account balance shall be made in a single lump-sum as soon as feasible without the consent of the distributee and without the application of Section 5.5. For purposes of this Section, if the value of a

Participant's vested Account balance is zero, the Participant shall be deemed to have received a distribution of such vested Account balance.

(c) Under rules and policies of the Administrator, applied in a consistent and nondiscriminatory manner, the Participant (or Beneficiary) may designate the extent to which any distribution shall be made from the Participant's Designated Roth Account.

Section 5.5-Joint and Survivor Annuities: If a Participant is unmarried and alive at the "annuity starting date" (defined below), then his/her vested Money Purchase Pension Plan Account balance shall be used to purchase an annuity for his/her life, unless, within the 180-day period ending on the annuity starting date, he/she elects an optional method of benefit payment. If a Participant is married and alive on the annuity starting date, then his/her vested Money Purchase Pension Plan Account balance shall be used to purchase either a QJSA or a QOSA, at the Participant's election, unless, within the 180-day period ending on the annuity starting date, he/she elects to waive the QJSA and QOSA and his/her spouse consents to the election. If a Participant dies before the annuity starting date and has a surviving spouse, then 50% of the Participant's vested Money Purchase Pension Plan Account balance (taking into account any security interest held by the Plan by reason of a loan outstanding to the Participant) shall be used to purchase a QPSA and the remaining balance shall be distributed to his/her Beneficiary as provided in Section 5.4, unless, during the "QPSA election period" (defined below), the Participant elects to waive the QPSA and his/her spouse consents to the election. A surviving spouse who does not want to receive benefits in the form of a QPSA may, within a reasonable period after the Participant's death, elect to receive them under one of the optional forms provided in Section 5.4.

(a) The "annuity starting date," consistent with Code § 417(f)(2), means the first day of the first period for which the Plan pays an amount as an annuity or, in the case of a non-annuity payment, the first day on which payment is made.

(b) "QPSA election period," consistent with Code § 417(a)(6), means the period that begins on the first day of the Plan Year in which the Participant attains age 35 (or, if the Participant separates from service before that day, the date of separation) and ends on the date of the Participant's death. A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special election to waive the QPSA for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such special election shall not be valid unless the Participant receives a written explanation (of the QPSA) comparable to the explanation described in the following paragraph. When the special election expires (on the first day of the Plan Year in which the Participant attains age 35), the usual QPSA requirements shall be reinstated, so that the Participant wishing to waive the QPSA beyond that date will need to make the usual waiver election during the QPSA election period.

(c) Regarding a QJSA and QOSA, no less than 30 days and no more than 180 days before the annuity starting date, the Administrator shall provide each Participant with a written explanation of: (1) the terms and conditions of the QJSA and QOSA; (2) the Participant's right to make, and the effect of, an election to waive the QJSA and QOSA; (3) the rights of the Participant's spouse; and (4) the right to make, and the effect of, a revocation of a previous election to waive the QJSA and QOSA.

(d) Regarding a QPSA, the Administrator shall provide each Participant with a written explanation (of the QPSA) comparable to the explanation described in the preceding paragraph within the applicable period. The applicable period is whichever of the following periods ends last: (1) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which he or she attains age 35; (2) a reasonable period after the individual becomes a Participant; (3) a reasonable period ending after Code § 401(a)(11) applies to the Participant. In the case of a Participant who separates from service before attaining age 35, however, the applicable period shall be a reasonable period after separation.

(e) A Participant's waiver of a QJSA, QOSA or QPSA is not effective unless: (1) his/her spouse consents in writing to the election; (2) the election designates a specific Beneficiary that may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without further spousal consent); (3) the spouse's consent acknowledges the effect of the election; and (4) the spouse's consent is witnessed by a Plan representative or notary public. Also, a Participant's waiver of a QJSA is not effective unless the election designates a form of benefit payment that may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without further spousal consent). Nevertheless, a waiver of a QJSA, QOSA or QPSA shall be effective if it is established to the satisfaction of a Plan representative that there is no spouse or that the spouse cannot be located. A consent by a spouse under this Section shall be effective only with respect to that spouse and shall be effective only if the Participant has received the appropriate written explanation described in (c) or (d) above. A consent that permits designations by the Participant without any requirement of further consent by the spouse must acknowledge that the spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit (where applicable), and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time before the commencement of benefit payment.

Section 5.6-Restrictions on Salary Deferral Distributions: Notwithstanding any contrary provision of the Plan, consistent with Code § 401(k)(2)(B), Salary Deferrals (and attributable earnings) and shall not be distributable earlier than (a) the Participant's severance from employment, death, or Disability, (b) termination of the Plan without the Employer maintaining another defined contribution plan (other than an employee stock ownership plan as defined in Code § 4975(e)(7) or 409(a), a simplified employee pension plan as defined in Code § 408(k), a SIMPLE IRA plan as defined in Code § 408(p), a plan or contract described in Code § 403(b), or a plan described in Code § 457(b) or (f) at any time during the period beginning on the date of plan termination and ending 12 months after all assets have been distributed from the Plan, or (c) the Participant's attainment of age 59 ½, or (d) the hardship of the Employee as provided under the Plan.

Section 5.7-In-Service Distribution: Notwithstanding any contrary provision of the Plan, a Participant may, prior to termination from employment but after the Participant attains Normal Retirement Age, with the consent of his/her spouse in the manner required by Section 5.5(c) if applicable, have the Plan distribute any amount from his Account. Under rules and policies of the Administrator, applied in a consistent and nondiscriminatory manner, the Participant (or Beneficiary) may designate the extent to which any such in-service distribution shall be made from the Participant's Designated Roth Account. Effective as of January 1, 2011,

to the extent that the distribution represents a withdrawal from the Money Purchase Pension Account, such distribution cannot be made until the Participant attains age 62.

Any Participant who was a participant in the Retirement Savings Plan and Trust of Physicians Plus Medical Group (and accordingly has a PPMG Account) and who either (i) had attained age 44 by April 1, 2000 (when that plan was effectively merged into this Plan) and had been credited with at least five years of service under that plan, or (ii) had either a self-directed account or segregated account under that plan, shall be entitled, upon request, to a withdrawal from his/her PPMG Account, but no more often than twice in any Plan Year. Such a Participant who satisfied (i) above shall be entitled to withdraw up to the entire amount in his/her PPMG Account as of the time it was transferred to this Plan, plus any further income attributable thereto. Such a Participant who satisfied (ii) above shall be entitled to withdraw up to the entire amount in the segregated or self-directed account portion of his/her PPMG Account as of the time it was transferred to this Plan, plus any further income attributable thereto.

Section 5.8-Hardship Distribution: Notwithstanding Section 5.4, a Participant may, prior to termination from employment with the consent of his/her spouse in the manner required by Section 5.5(c) if applicable, have the Plan distribute, in one lump-sum payment, an amount necessary to satisfy his or her immediate and heavy financial need. With regard to hardship distributions before January 1, 2019, such a distribution shall be limited to his/her total Salary Deferrals through the date of distribution, reduced by the amount of previous hardship distributions. All hardship distribution requests are subject to rules and policies of the Administrator, applied in a consistent and nondiscriminatory manner, which may prohibit hardship distributions from certain sources, such as qualified non-elective contributions and earnings thereon.

(a) Consistent with Treasury Regulations § 1.401(k)-1(d)(3), a distribution will be deemed to be on account of an immediate and heavy financial need if the distribution is for (and not in excess of):

(1) expenses incurred or necessary for medical care described in Code § 213(d) of the Participant, the Participant's spouse, or any of the Participant's dependents;

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

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

(4) payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(5) payments for funeral or burial expenses for the Participant's deceased parent, spouse, child, or dependent;

(6) payments to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code § 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or

(7) expenses and losses incurred on account of a disaster as described in Treasury Regulations § 1.401(k)-1(d)(3)(B)(7), namely, a disaster declared by the Federal Emergency Management Agency, if the employee's principal residence or principal place of employment at the time of the disaster was located in an area designated for individual assistance with respect to the disaster.

(b) A distribution will be considered as necessary to satisfy the immediate and heavy financial need of the Participant only if:

(1) the distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any income taxes reasonably anticipated to result from the distribution);

(2) the employee has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer;

(3) all plans maintained by the Employer provide that the Participant's Salary Deferrals (and after-tax contributions, if any) will be suspended for 6 months after the receipt of the hardship distributions, but any such 6-months suspension shall cease to apply on or after January 1, 2019;

(4) with respect to hardship distributions made on or after January 1, 2020, the Participant represents (in writing, by an electronic medium, or in such other form as may be prescribed by the Internal Revenue Service), that he/she has insufficient cash or other liquid assets to satisfy the need.

(c) Under rules and policies of the Administrator, applied in a consistent and nondiscriminatory manner, the Participant (or Beneficiary) may designate the extent to which any hardship distribution shall be made from the Participant's Designated Roth Account.

Section 5.9-Commencement of Distributions If No Participant Election: As required by Code § 401(a)(14), unless the Participant otherwise elects, payment of Plan benefits shall commence no later than the sixtieth day after the close of the Plan Year in which the latest of the following events occurs:

(a) The Participant attains Normal Retirement Age;

(b) The tenth anniversary of the year in which the Participant commenced participation in the Plan;

(c) The Participant's employment terminates.

Section 5.10-Required Minimum Distributions: Notwithstanding any contrary provision of the Plan, the distribution of a Participant's benefits shall comply with Code § 401(a)(9) and the regulations thereunder, including the minimum distribution incidental benefit requirement of Code § 401(a)(9)(G). As provided therein:

(a) A Participant's Account balance must be distributed by the "required beginning date." Alternatively, distributions must begin by that date and, if not made in a single sum, may be made only over (1) the life of the participant, (2) the joint lives of the participant and his or

her designated Beneficiary, (3) a period certain not extending beyond the life expectancy of the Participant, or (4) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and his or her designated Beneficiary.

(b) If the Participant was a five-percent owner (as described in Code § 416(i)) at any time during the five-Plan-Year period ending in the calendar year in which he attains age 70 ½), then the "required beginning date" is the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 ½. If the Participant was not such a five-percent owner, then the "required beginning date" is the April 1 of the following calendar year selected by the Participant:

(1) the calendar year in which the Participant attains age 70 ½; or

(2) the calendar year in which the Participant retires.

(c) During the Participant's lifetime, the minimum amount to be distributed for each distribution calendar year is the lesser of (1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulations § 1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the distribution calendar year or (2) if the Participant's sole designated Beneficiary 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 Treasury Regulations § 1.401(a)(9)-9, Q&A-3, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(d) If distributions have commenced and the Participant dies before the Participant's Account balance has been distributed, then, if the Participant has 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 designated Beneficiary. The Participant's remaining life expectancy is calculated by using the age of the Participant in the year of death, reduced by one for each subsequent year. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated (1) for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the surviving spouse's birthday in that year and (2) for each distribution calendar year after the year of the surviving spouse's death 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. 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 calendar year.

(e) If the Participant has 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.

(f) If distributions have not commenced and if the designated Beneficiary is not the Participant's spouse, the Account balance shall be either:

(1) entirely distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death or

(2) (if the designated Beneficiary irrevocably elects not later than December 31 of the calendar year following the calendar year in which the Participant died) distributed in a minimum amount each year beginning not later than that December 31 of the calendar year immediately following the year in which the Participant died, calculated as the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary as provided in (d) above.

(g) If distributions have not commenced and if the sole designated Beneficiary is the Participant's spouse, then this Section will apply as if the surviving spouse were the Participant.

(h) If the Participant dies before distributions commenced and has no designated Beneficiary as of the 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.

(i) Notwithstanding any contrary provision of the Plan, as provided by Code § 401(a)(9)(C))(i)(I), as amended by the SECURE Act, with respect to Participants who attain age 70½ after December 31, 2019, each reference to age 70½ in this Section 5.9 is replaced with a reference to age 72.

(j) Notwithstanding any contrary provision of the Plan, as provided by Code section 401(a)(9)(H)(i), as created by the SECURE Act, except in the case of a Beneficiary who is not a "designated beneficiary" as defined in Code section 401(a)(9) and applicable regulations, and except in the case of an "eligible designated beneficiary" as defined below, with respect to any Participant who dies after December 31, 2019, but before the distribution of his/her entire interest, the entire interest shall be distributed no later than December 31 of the calendar year of the 10th anniversary of the death of the Participant. As provided in Code section 401(a)(9)(E)(ii), an "eligible designated beneficiary" means the following individuals, determined as of the date of the Participant's death: (1) the Participant's surviving spouse, (2) the Participant's child who has not reached the age of majority, (3) any designated beneficiary who is disabled, (4) any designated beneficiary who is a chronically ill individual, or (5) any individual who is not more than 10 years younger than the Participant. As provided in Code section 401(a)(9)(E)(iii), any such child of the Participant shall cease to be an "eligible designated beneficiary" as of the date he or she reaches majority and any remainder of the relevant portion of his or her interest shall be distributed within 10 years after that date. As provided in Code section 401(a)(9)(H)(iii), if an "eligible designated beneficiary" dies before the relevant portion of the Participant's interest is entirely distributed, then the remainder of such portion shall be distributed within 10 years after the death of the "eligible designated beneficiary."

(k) Notwithstanding any contrary provision of the Plan, as provided by Code section 401(a)(9)(I), as created by the CARES Act, the required minimum distribution requirements do not apply for 2020 nor to any distribution which is required to be made in calendar year 2020 by

reason of (1) a required beginning date occurring in 2020 and (2) not having been made before January 1, 2020.

Section 5.11-Eligible Rollover Distributions: As required by Code § 401(a)(31), any eligible rollover distribution may, at the election of the distributee, be rolled directly over to an "eligible retirement plan" as defined in Code § 402(c)(8)(B). As set forth in Code § 402(c)(4), an "eligible rollover distribution" is any distribution of all or any portion of a Participant's Account balance, other than: (a) a distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and his or her Beneficiary or for a specified period of 10 years or more; or (b) a distribution to the extent it is required under Code § 401(a)(9); or (c) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities; or (d) any distribution that is reasonably expected to total less than $200 during a year; or (e) a hardship distribution. To the extent permitted by Code § 402(c)(11), with respect to any portion of a distribution from the Account of a deceased Participant, the Plan will make a direct trustee-to-trustee transfer to an individual retirement plan established on behalf of the Participant's designated beneficiary who is not the Participant's surviving Spouse. In accordance with Code § 408A(e), effective January 1, 2008, an "eligible rollover plan" to which an "eligible rollover distribution" may be directly rolled over shall include a Roth IRA described in Code§ 408A. Notwithstanding any contrary provision of the Plan, a distribution from a Designated Roth Account, if rolled over, may be rolled over only to (a) another "designated Roth account" (as defined in Code § 408A(c) of the individual from whose Designated Roth Account the distribution was made or (b) a Roth IRA of such individual.

Section 5.12-Designation of Beneficiary: Each Participant from time to time may designate as the Participant's Beneficiary or Beneficiaries, contingently or successively, any person or persons (including entities other than natural persons) to whom the Plan shall pay the Participant's benefits that were not paid before the Participant's death, subject to Section 5.5 if applicable:

(a) Each beneficiary designation shall be in a form prescribed by the Trustee or Administrator and will be effective only when filed with the Administrator or Trustee during the Participant's lifetime. Each beneficiary designation filed cancels all beneficiary designations previously filed.

(b) Notwithstanding the Participant's designation of a contrary Beneficiary, the payment of a Participant's benefits must be made to his or her surviving spouse (if any), unless (1) the spouse has consented otherwise or (2) it is established to the satisfaction of the Administrator that there is no spouse or that the spouse cannot be located. A spouse's consent shall not be effective unless it is on a form that is provided by the Administrator, is witnessed by a notary public or plan representative, and acknowledges the effect of the consent. A consent by a spouse under this Section shall be effective only with respect to that spouse. A consent that permits designations by the Participant without any further consent by the spouse must acknowledge that the spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit (where applicable), and that the spouse voluntarily elects to relinquish either or both of such rights.

(c) If a Participant has designated (or is deemed as having designated) his or her spouse as Beneficiary, but becomes divorced, then the actual or deemed designation shall be no longer valid as of the date of divorce. As a result, if a divorced Participant were to wish his or her former spouse to be a Beneficiary, then the Participant must execute a new designation to that effect after the date of divorce (i.e., the pre-divorce designation will no longer be valid).

(d) If a Participant fails to designate a Beneficiary, or if no Beneficiary survives the Participant, the amount payable upon the death of the Participant shall be paid in accordance with the following priority:

(1) to the Participant's surviving spouse or, if there be no surviving spouse,

(2) to the Participant's children, in equal shares, or, if there be none surviving,

(3) to the Participant's estate.

Section 5.13-Lost Participant or Beneficiary: If the Participant or Beneficiary to whom benefits are to be distributed cannot be located, and reasonable efforts have been made to find him or her, including the sending of notification by certified or registered mail to his or her last known address, then the benefits may be forfeited as provided in Treasury Regulations § 1.411(a)-4(b)(6) and used to pay expenses of the Plan or reallocated to reduce contributions that the Employer makes to the Plan. If after such forfeiture the Participant or Beneficiary is found, then the forfeiture shall be restored first out of Forfeitures, if any, and then by additional Employer contributions.

Section 5.14-Suspense Account for Terminated Participants: If a Participant's employment with the Employer has terminated but his/her Account is not 100% vested and he/she has not had 5 consecutive One-Year Breaks-In-Service subsequent to his/her termination, then the non-vested portion of his/her Account shall be held in suspense until the sooner of the following occurs:

(a) the Participant returns to employment with the Employer; or

(b) the Participant incurs 5 consecutive One-Year Breaks-In-Service (in which case the non-vested portion of the Account shall be forfeited and reallocated in accordance with the Plan for the Plan Year in which the Forfeiture occurs).

The suspense account shall share in any appreciation, depreciation, income, or loss. The suspense account shall not share in any Forfeitures for any Plan Year in which the Employee does not have a Year of Benefit-Service.

Section 5.15-Repayment of Cash-Out: If an Employee receives a complete distribution of his or her Account, incurs a Forfeiture, and later resumes employment covered under this Plan, then, consistent with Code § 411(a)(7)(C), the Forfeiture shall be restored (from Forfeitures or Employer contributions) if, before the earlier of 5 years after the first date on which the Employee is re-employed by the Employer or the date on which the Employee incurs 5 consecutive One-Year Breaks-In-Service, the Employee repays to the Plan the full amount of the Employer-derived portion of the distribution.

Section 5.16-Qualified Domestic Relations Order: The Plan shall, as permitted by Code § 401(a)(13), recognize the rights of an alternate payee to receive all or a portion of the Account of a Participant pursuant to a "qualified domestic relations" order as defined in Code § 414(p). The Plan shall also permit the commencement of the payment of benefits to such an alternate payee at any time, even before the Participant has attained his or her "earliest retirement age" as defined in Code § 414(p)(4)(B).

Section 5.17-Loans: The Trustee may, upon application by a Participant and approval by the Administrator, loan money to a Participant from his or her Account. Any loan shall be allocated to the Account of the Participant to whom the loan is made.

(a) The loan amount, when added to the outstanding balance of all other loans to the Participant, may not exceed the lesser of (a) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made or (b) 50% of the vested balance of the Account. A loan will not be made in an amount less than $1,000.

(b) Any loan, by its terms, shall require that repayment be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which, within a reasonable time, will be used as the principal residence of the Participant.

(c) Loans must bear a reasonable rate of interest and must be adequately secured. The Participant's Account may be pledged as security for a loan to the Participant.

(d) The Administrator may adopt a loan policy that does not conflict with the Plan.

(e) As required by Code §417(a)(4), if a Participant is married, then no part of his or her Money Purchase Pension Plan Account shall be used as security for a loan unless, during the 90-day period ending on the date on which the loan is to be secured, the Participant's spouse consents in writing (witnessed by a Plan representative or notary public) and the consent acknowledges the effect of the loan. The consent shall thereafter be binding with respect to the consenting spouse and any subsequent spouse with respect to that loan. A new consent shall be required if the Account is used for renegotiation, extension, renewal, or other revision of the loan.

(f) A Participant's obligation to repay a loan shall be suspended as provided in Code §414(u)(4) for any period during which he or she is performing service in the uniformed services.

(g) Under rules and policies of the Administrator, applied in a consistent and nondiscriminatory manner, the Participant may designate the extent to which any loan shall be made from the Participant's Designated Roth Account.

Section 5.18-In-Plan Roth Conversions: Beginning January 4, 2016, under rules and policies of the Administrator, applied in a consistent and nondiscriminatory manner, a Participant may, as provided in Code § 402A(c)(4)(A) and IRS Notice 2010-84, contribute, in a qualified rollover contribution (within the meaning of Code § 402A(e)(4), to a Designated Roth Account maintained under the Plan for the benefit of the Participant, a distribution from the Plan (other

than from a Designated Roth Account) and may also, as provided in Code § 402A(c)(4)(E) and IRS Notice 2013-74, transfer to a Designated Roth Account maintained for the benefit of the Participant, any amount that is not otherwise distributable.

Section 5.19-Qualified Birth or Adoption Distributions: Notwithstanding Section 5.4, as provided by Code section 72(t)(2)(H), as created by the SECURE Act, effective on or after July 1, 2021, a Participant may, prior to termination from employment, but within the one year period beginning on the date on which a child of the Participant is born, or on which is finalized the legal adoption by the Participant of an individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support, under nondiscriminatory rules imposed by the Administrator, have the Plan distribute up to $5,000 to the Participant from the vested portion of his or her Account. As provided in applicable guidance from the Internal Revenue Service and nondiscriminatory rules imposed by the Administrator, any Participant who receives such a qualified birth/adoption distribution may make one or more contributions to the Plan in an aggregate amount not to exceed the amount of such distribution.

Section 5.20-Coronavirus-Related Loan Rules: Notwithstanding any contrary provision of the Plan, as provided section 2202(b) of the CARES Act, then, (a) in the case of any Plan loan made during the 180-day period beginning on the date of the CARES Act enactment to a Participant who is qualified as described Section 5.21, the loan limit set forth in the second paragraph of Section 5.17 shall be $100,000 (instead of $50,000) and 100% (instead of 50%) and (b), in the case of a qualified Participant with an outstanding Plan loan, if the due date for repayment with respect to the loan occurs during the period beginning on the date of the CARES Act enactment and ending on December 31, 2020, then (1) the due shall be delayed for one year, (2) any subsequent repayments with respect to the loan shall be appropriately adjusted to reflect the delay and any interest accruing during the delay, and (3), in determining the 5-year period, the period of delay described in (1) shall be disregarded.

Section 5.21-Coronavirus-Related Distributions: Notwithstanding any contrary provision of the Plan, as provided section 2202(a) of the CARES Act, if a Participant is qualified as described below, then he/she may, on or after January 1, 2020, and before December 31, 2020, have the Plan distribute up to $100,000 to him/her. A Participant is qualified if (a) he/she 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) his/her spouse or dependent (as defined in Code section 152) is diagnosed with such virus or disease by such a test, or (c) he/she experiences adverse financial consequences as a result of being quarantined, being furloughed, 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 by or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury (or delegate). The Administrator may rely on a Participant's certification that he/she satisfies the qualification conditions. Any individual who receives a coronavirus-related distribution may, in accordance with applicable guidance from the Internal Revenue Service and with nondiscriminatory rules imposed by the Administrator, at any time during the 3-year period beginning on the date after the date on which such distribution was received, make 1 or more contributions to the Plan in an aggregate amount not to exceed the amount of such distribution.

CHAPTER 6

Top-Heavy Plan Provisions

Section 6.1-Application of Chapter: The provisions of this Chapter take precedence over any conflicting provisions of the Plan.

Section 6.2-Top-Heavy Definitions: For purposes of this Chapter, the following words and terms shall have the following meanings:

(a) "Key employee" means any Employee or former Employee (including any deceased Employee and a beneficiary of any such Employee) who at any time during the determination period was (1) an officer of the Employer having an annual compensation exceeding $130,000 (as adjusted under Code § 416(i)(1) for Plan Years beginning after December 31, 2002), (2) a five-percent owner of the Employer, or (3) a one-percent owner of the Employer who has an annual compensation of more than $150,000. The determination of who is a "key employee" shall be made in accordance with Code § 416(i) and applicable regulations. "Non-key employee" means any Employee who is not a key employee. The "determination period" is the Plan Year containing the determination date and the four preceding Plan Years. "Annual compensation" means compensation as defined in Code § 415(c)(3) and (1) includes any elective deferral (as defined in Code § 402(g)(3)) and any amount contributed by the Employer pursuant to a salary reduction agreement and which is excludable from the employee's gross income under Code §§ 125, 132(f)(4), or 457 but (2) excludes amounts in excess of the Code § 401(a)(17) limitation.

(b) "Top-heavy plan" means this Plan if any of the following conditions exists: (1) the top-heavy ratio for the Plan exceeds 60% and the Plan is not part of any required aggregation group or permissive aggregation group of plans; (2) the Plan is part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds 60%; (3) 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%.

(c) "Top-heavy ratio" is determined as provided in Code § 416(g) and Treasury Regulations § 1.416-1.

(d) "Permissive aggregation group" means the required aggregation group of plans plus any other plan or plans of the Employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Code §§ 401(a)(4) and 410.

(e) "Required aggregation group" means a group consisting of (a) each qualified plan of the Employer in which at least one key employee participated at any time during the Plan Year containing the determination date or any of the four preceding Plan Years (regardless of whether the plan has terminated) and (b) any other qualified plan of the Employer which enables a plan described in (a) to meet the requirements of Code §§ 401(a)(4) or 410.

(f) "Determination date" means, in the case of the first Plan Year of the Plan, the last day of that year and, in the case of any subsequent Plan Year, the last day of the preceding year.

Section 6.3-Minimum Contributions: Consistent with Code § 416(c), for any Plan Year in which the Plan is determined to be a top-heavy plan, a minimum Employer contribution shall be made to the Account of each non-key employee Participant (except those who are not employed by the Employer at the end of the Plan Year). The minimum Employer contribution shall equal at least the lesser of (a) 3% of the non-key employee's compensation or (b) the percentage at which Employer contributions and forfeitures are allocated to the accounts of the key employee for whom such percentage is the highest for the Plan Year.

CHAPTER 7

Trust Fund and Investment

Section 7.1-Trust Fund: All contributions under this Plan shall be paid to the Trustee and deposited in the Trust Fund. All assets of the Trust Fund, including investment income, shall be retained for the exclusive benefit of Participants and their Beneficiaries and shall be used to pay benefits to such persons or to pay administrative expenses of the Plan and Trust Fund to the extent not paid by the Employer. Nevertheless, all contributions made by the Employer are expressly conditioned upon the initial qualification of the Plan under Code § 401(a) and the deductibility of the contributions under Code § 404. If the qualification was not satisfied, then, upon the Employer's written request, contributions shall be returned to the Employer within one year after the initial qualification is denied, 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 permitted by law). If the deductible-contribution condition was not satisfied or if a contribution was made by a mistake of fact, then, upon the Employer's written request, the contribution (and attributable earnings) shall be returned to the Employer within one year after payment of the contribution or the disallowance of the deduction.

Section 7.2-Investment of the Trust Fund: The Trustee may invest the Trust Fund in cash, cash equivalents, certificates of deposit, money market funds, guaranteed investment contracts, short-term securities, bonds, stocks, registered investment company shares, and other investments desirable for the Trust at the direction of the Administrator. The Administrator may permit Participants to direct the investment of their respective Accounts among options made available by the Administrator.

Section 7.3-No Required Segregation of Participant Accounts: The maintenance of an Account for each Participant as set forth in Section 4.1 is for accounting purposes only; segregation of the Trust Fund among Accounts shall not be required. The Trustee shall administer the Trust Fund and determine the proportionate interest of each Participant in the Trust Fund in a reasonable and nondiscriminatory manner. The Administrator and the Trustee may, in their discretion, adopt reasonable and nondiscriminatory rules that (a) segregate the Trust Fund among Accounts and/or (b) permit Participants to direct the investment of the assets allocated to their Accounts.

Section 7.4-Trust Fund Valuation and Earnings Allocation: As of the end of each Plan Year, the Administrator or the Trustee shall determine the fair market value of the assets of the Trust Fund and the Administrator shall adjust the Account of each Participant for any net appreciation, net depreciation, net income, and net loss in the ratio that the amount of the Account (as of the end of the preceding Plan Year) bears to the total (as of the end of the preceding Plan Year) of all remaining non-segregated accounts. For the purpose of such adjustments, any contributions made by the Employer shall be considered as having been made

immediately after the valuation and adjustment, unless the contributions have been actually allocated to a Participant's account prior to the valuation. Changes in the value of any segregated accounts [and the value of any life insurance] shall be allocated to the applicable individual account and not be considered in determining the adjustments to non-segregated accounts. The Trust Fund may be valued at such additional times (including daily) as the Administrator deems appropriate, in which case the valuation procedure described above shall be applied from one valuation date to the other.

Section 7.5-Prudent Man Rule: Each Plan fiduciary shall discharge its duties with respect to the Plan solely in the interest of the Participants and their Beneficiaries and 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 a like character and with like aims.

Section 7.6-Designation of Investments:: A Participant or Beneficiary shall specify how the Trustee shall invest his/her Account, choosing from among types of investments made available by the Trustee. The amount of the Account to be invested in each type of investment shall be adjusted in accordance with the Participant's designation pursuant to procedures adopted by the Trustee. To the extent a Participant or Beneficiary has not specified how the Account shall be invested, the Trustee shall invest the Account, using, whenever reasonably possible and prudent, a "qualified default investment alternative" described in the regulations under ERISA § 404(c)(5).

Life insurance policies are not permitted to be purchased in any Account. However, any life insurance policy transferred to this Plan from the Retirement Savings Plan and Trust of Physicians Plus Medical Group, S.C., will be allowed to remain in the Plan. The Trustee shall convert, into cash, the entire value of any ordinary or universal life insurance contract held for the account of a Participant at or before his/her commencement of benefits. No portion of the value of such policy shall be used to continue life insurance protection beyond commencement of benefits. If the Trustee does not convert any endowment or annuity contracts held for the account of a Participant into cash, the distribution thereof shall be limited by the provisions of Sections 5.4 and 5.5, if applicable.

Section 7.7-Investment Manager Appointment by Participant: A Participant may elect to have the investments in his/her Account managed by an "investment manager," as defined by ERISA §3(38), which enters into an appropriate agreement with the Employer or the Administrator. The Administrator and the Trustee will comply with the investment directions of such an investment manager, unless they are inconsistent with the provisions of the Plan or ERISA.

Section 7.8-Suspense Accounts : The Plan generally is expected to have no amounts in any unallocated suspense accounts. To the extent that such amounts are generated in any Plan Year for any reason (such as earnings adjustments removed from Participants accounts due to corrective processing or stale dated checks, unreconciled assets from conversions, resolutions of lawsuits, or misallocated interest), the amounts shall be allocated among Participant accounts, by the end of the following Plan Year, in proportion to the then-current account balances.

CHAPTER 8

Administration of Plan

Section 8.1-Allocation of Responsibility Among Fiduciaries: The Employer, Administrator, Trustee, and other fiduciaries shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan or the Trust. In general:

(a) The Employer shall have the sole fiduciary authority to appoint and remove the Trustee. The Employer shall also have the sole non-fiduciary authority to amend or terminate, in whole or in part, this Plan or the Trust.

(b) The Administrator shall be the named fiduciary and plan administrator, as those terms are defined by ERISA, and shall have the sole responsibility for the administration of the Plan and for disclosing to the Participants any information required by law. Benefits under the Plan will be paid only if the Administrator decides in its discretion that the applicant is entitled to them.

(c) The Trustee shall have the sole responsibility for the administration of the Trust and the management of the assets held under the Trust, all as specifically provided in the Trust, unless an investment manager has been appointed.

(d) Each fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan or the Trust, as the case may be, authorizing or providing for such direction, information or action. Furthermore, each fiduciary may rely upon any such direction, information or action of another fiduciary as being proper under this Plan or the Trust, and is not required under this Plan or the Trust to inquire into the propriety of any such direction, information or action. Each fiduciary shall be responsible for the proper exercise of the fiduciary's own powers, duties, responsibilities and obligations under this Plan and the Trust and shall not be responsible for any act or failure to act of another fiduciary. No fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value.

Section 8.2-Appointment of Administrator: The Administrator shall be the Employer or any other person or entity designated by the Employer from time to time.

Section 8.3-Claims Procedure: The Administrator shall make all determinations as to the right of any person to a benefit. If the Administrator denies a claim for benefits, written notice of the denial shall be provided to the claimant within 90 days (45 days in the case of a claim regarding Disability) after the claim is made. The notice shall set forth the specific reasons for the denial, the relevant Plan provisions, and a description of the steps the Participant must take to appeal the decision.

Section 8.4-Claims Review Procedure: Any person whose benefit claim has been denied by the Administrator shall be entitled to have the Administrator review the denial. The Administrator shall afford a reasonable opportunity to any Participant or Beneficiary whose claim for benefits has been denied by the Administrator for a review of the decision denying the claim if a request for review is made in writing no more than 60 days (180 days for a claim regarding Disability) after the claim has been denied. The decision of the Administrator shall be

in writing, shall be made within 60 days (180 days for a claim regarding Disability) of receiving the request for review, shall set forth the specific reasons underlying the conclusions reached, including citations to the relevant Plan provisions, and shall be final.

Section 8.5-Limitations Period: No person whose benefit claim has been finally denied by the Administrator (e.g., after any requested review) shall be entitled to bring an action in any court to enforce that claim, unless the action is brought within 12 months after that final denial.

Section 8.6-Administrator Powers and Duties: The Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including the following duties and powers:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount of any benefits hereunder;

(b) to prescribe procedures for benefit claims and applications;

(c) to furnish the Employer such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(d) to appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel;

(e) to notify and disclose information concerning the Plan to Participants and distribute information to them;

(f) to allocate in an equitable manner the expenses of the Trust allocable to investment designations, any expenses directly related to evaluating whether a domestic relations order is a "qualified domestic relations" order and accounts of former Participants, Beneficiaries and/or alternate payees, if any, to charge such expense to the proper Accounts and to allow reimbursement thereof by the Participant, Beneficiary or former Participant. The expenses of processing a "qualified domestic relations" order (including the evaluation of whether a domestic relations order is a "qualified domestic relations" order) may be allocated to the account of the Participant or former participant whose benefits are affected by such domestic relations order.

The Administrator shall have no power to add to, subtract from, or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan.

Section 8.7-Rules and Decisions: The Administrator may adopt such rules as it deems necessary, desirable, or appropriate. All rules and decisions of the Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Administrator shall be entitled to rely upon information furnished by a Participant or Beneficiary, the Employer, the legal counsel of the Employer, or the Trustee.

Section 8.8-Administrator Procedures: The Administrator may act at a meeting or in writing without a meeting. The Administrator may adopt such bylaws and regulations as it deems desirable for the conduct of its affairs. All decisions of the Administrator shall be made by the vote of the majority including actions in writing taken without a meeting.

Section 8.9-Applications and Forms: The Administrator may reasonably require Participants to provide information or documentation, such as a timely completed salary deferral election form or a beneficiary designation form, as a condition of participation, or an application for a benefit on an approved form, as a condition of receiving benefits. The Administrator may rely upon all such information so furnished, including the Participant's current mailing address.

Section 8.10-Facility of Payment: If a distribution is to be made to a minor or any other individual who, in the Administrator's opinion, is under a legal disability or incapacitated so as to be unable to manage his or her financial affairs, then the Administrator may direct the Trustee to make payments to an appropriate (as determined by the Administrator) representative of the individual, such as the individual's parent, legal guardian, a responsible adult with whom the individual resides, if the representative has a valid power of attorney to act for the individual or if the representative is a court-appointed guardian. Such a payment shall fully discharge the Trustee, Employer, and Plan from further liability.

Section 8.11-Evidence of Employer's Actions: Any action by the Employer pursuant to any of the provisions of this Agreement shall be evidenced by resolution of the Employer's governing body or by written instrument executed by any person authorized by any such resolution to take such action. The Trustee shall be fully protected in acting in accordance with such resolutions or such written instruments.

Section 8.12-Evidence of Administrator's Actions: All orders, requests, and instructions of the Administrator to the Trustee shall be in writing signed by or on behalf of the Administrator, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions, and shall have no duty to see to the application of any funds paid in accordance therewith. The Employer will certify to the Trustee the names of individuals who are the Administrator or authorized to act on its behalf and the Trustee shall not be charged with knowledge thereof until it receives such notice.

CHAPTER 9

Administration of Trust

Section 9.1-Trustee's Powers: Except as provided elsewhere in this Agreement, the Trustee is authorized and empowered in its sole discretion:

(a) to invest and reinvest the principal and income of the Trust Fund without distinction between principal and income, in such stocks, bonds, notes, mortgages or other obligations, trust and participation certificates, leaseholds, collective investment trust funds qualified under Code § 501(a) or any common trust funds qualified under Code § 584 now or hereafter established and maintained by the Trustee or any affiliate thereof, or any agent of either, or in such other property or interest therein, whether real or personal as the Trustee deems proper, provided that the indicia of ownership of all such investments are maintained within the jurisdiction of the district courts of the United States;

(b) to keep any cash from time to time held hereunder on deposit, and the Trustee shall not be required to pay interest on any cash balances they hold and to deposit all or part of the Trust Fund in non interest-bearing checking accounts or in deposits bearing a reasonable rate of interest in any bank or savings institution including the banking department of the Trustee if applicable;

(c) to sell, exchange, convey, transfer or otherwise dispose of any property they hold by private contract or at public auction, and no person dealing with the Trustee shall be bound to see to the application of the purchase money or property delivered to the Trustee, or to inquire into the validity, expedience or propriety of any such sale or other disposition, or to inquire into the terms of the Trust, or to see that such terms are complied with;

(d) to vote upon any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust Fund;

(e) to make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(f) to register any investment held in the Trust Fund in the name of the Trust or in the name of a nominee (provided the assets held in the name of a nominee satisfy the requirements of Labor Regulations § 2550-403a-1(b)) and to hold any investment in bearer form, but the books and records of the Trustee and any nominee shall at all times show that all such investments are part of the Trust Fund;

(g) to deposit any part or all of the assets in any collective trust fund which is now or hereafter maintained by the Trustee, an agent of the Trustee, an Investment Manager or other financial services firm as a medium for the collective investment of funds of pension, profit sharing or other employee benefit plans, and which is qualified under Code §401(a) and exempt from taxation under Code §501(a), and to withdraw any part or all of the assets so deposited, and any assets deposited with the trustee of a collective trust fund shall be held and invested by the trustee thereunder pursuant to all the terms and conditions of the trust agreement or declaration of trust establishing the fund, which are hereby incorporated herein by reference and shall prevail over any contrary provisions of this Trust Agreement;

(h) to do all acts, whether or not expressly authorized, which they may deem necessary or proper for the protection of the property held hereunder; and

(i) to invest the assets of the Trust Fund jointly with those of similar trusts, exempt under Code § 501(a), maintained by the Employer or any other member of the same controlled group of corporations as the Employer, or to use the same trust for the investment of all such assets.

Section 9.2-Fiduciary Duties of Trustee: The Trustee shall perform all acts within its authority under this Agreement 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 a like character and with like aims.

Section 9.3-Expenses of Trustee: The expenses incurred by the Trustee in the administration of the Trust Fund shall be paid from the Trust Fund, to the extent not paid or reimbursed by the Employer. All taxes of any and all kinds whatsoever that may be levied or

assessed under existing or future laws upon the Trust Fund or the income thereof and investment charges, shall be paid from the Trust Fund.

Section 9.4-Limitation of Liability of Trustee: The Trustee shall not be liable for any act or failure to act of the Employer or Administrator in the performance of their responsibilities under the Plan or ERISA.

Section 9.5-Records and Accounting: The Trustee shall hold all assets of the Trust Fund and keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions hereunder, and all accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Employer. All accounting shall be done using the accrual basis method of accounting, as modified to the extent deemed necessary by the Trustee. As of the close of the Plan Year and as of such other times as may be requested from time to time by the Employer, the Trustee shall file with the Employer a written account setting forth all investments, receipts, disbursements and other transactions effected by the Trustee during such year and a list of the assets of the Trust Fund, valued at fair market value, at the close of such Plan Year. Such account may be in the form of monthly or quarterly accounts which, when taken together, reflect the matters set forth in the preceding sentence. Before the expiration of six months from the date of filing any such account, the Employer shall file its written objections, if any, with the Trustee with respect to the propriety of the acts and transactions shown in such account.

Section 9.6-Removal/Resignation of Trustee: The Trustee may be removed by the Employer at any time upon thirty days' notice in writing to the Trustee. The Trustee may resign at any time upon thirty days' notice in writing to the Employer. In either case, the necessity for such thirty days' notice may be waived by the mutual agreement of the Trustee and the Employer. Upon the removal or resignation of a Trustee, the Employer shall, subject to ERISA § 411, appoint a successor Trustee who shall have the same powers and duties as those conferred upon the removed or resigned Trustee. For any reason, the Employer may, at any time, appoint a successor Trustee or Trustees. Any such successor Trustee or Trustees may be either an individual or individuals or a corporation authorized by law to administer trusts. The successor trustee shall evidence its acceptance in writing and, upon such acceptance, shall have the same rights, powers, duties, discretions, and immunities as the Trustee.

Section 9.7-Investment Manager: The Employer may appoint an "investment manager" as defined in ERISA § 3(38) for all or any portion of the Trust Fund. In such event, the investment manager may be removed in the manner provided for removal of a Trustee. The Trustee shall not be liable for any act or failure to act of any investment manager in the performance of responsibilities assigned to the investment manager, nor shall the investment manager be liable for anything other than the performance of duties specifically assigned to it.

Section 9.8-Directed Trustee: Notwithstanding any contrary provision of the Plan, the Employer may, pursuant to a written agreement separate from the Plan document, engage a financial institution to serve as Trustee with regard to all or part of the Plan assets and the terms of that written agreement, rather than Chapter 9 of the Plan, shall govern the rights and obligations of such a Trustee with regard to such assets. To the extent such a Trustee does not serve with regard to all of the Plan assets, the Administrator (or another Trustee appointed by the Employer) shall serve with regard to the remaining Plan assets.

CHAPTER 10

Amendments and Employer Actions

Section 10.1-Amendment by Employer: The Employer may amend this Plan from time to time. No amendment may decrease the balance in any Participant's Account or violate Code § 411(d)(6). As permitted by Treasury Regulations, however, the Plan may be amended to eliminate optional forms of benefit.

Section 10.2-Employer Action: Any action by the Employer under this Plan may be by resolution of its governing body, or by any person or persons duly authorized by resolution of the governing body to take such action.

CHAPTER 11

Successor Employer and Merger of Plans

Section 11.1-Successor Employer: In the event of the dissolution, merger, consolidation, or reorganization of the Employer, the Employer's successor may continue the Plan and thereby be substituted for the Employer under the Plan. The substitution of the successor shall constitute an assumption of Plan sponsorship by the successor. The successor shall have all of the powers, duties, and responsibilities of the Employer under the Plan.

Section 11.2-Plan Merger: This Plan may be merged or consolidated with, or some or all of its assets or liabilities may be transferred to, another plan for the benefit of any Participants of this Plan, but only if (a) the assets of the Plan applicable to such Participants are transferred to the other plan, (b) the other plan and its trust are qualified under Code §§ 401(a) and 501(a), and (c) each Participant would (if the surviving plan were 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.

CHAPTER 12

Plan Termination

Section 12.1-Right to Terminate: The Employer may terminate the Plan at any time. In the event of the dissolution, merger, consolidation, or reorganization of the Employer, the Plan shall terminate unless the Plan is continued by a successor to the Employer.

Section 12.2-Effect of Termination: Upon termination or partial termination of the Plan, the Accounts of all Participants affected thereby shall become nonforfeitable. Upon termination of the Plan, the Administrator may direct the Trustee to liquidate and distribute the affected assets in the Trust Fund, after payment of any expenses properly chargeable thereto, to Participants and Beneficiaries in proportion to their respective Account balances.

CHAPTER 13

Miscellaneous

Section 13.1-Nonguarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 13.2-Rights to Trust Assets: No Employee or Beneficiary shall have any right to, or interest in, any assets of the Trust Fund upon termination of his or her employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee out of the assets of the Trust Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Trust Fund and none of the fiduciaries shall be liable for such benefits in any manner.

Section 13.3-Nonalienation of Benefits: Benefits payable under this Plan shall not be subject in any manner (except to the extent specifically set forth in a qualified domestic relations order) to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Any such attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Trust Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

Section 13.4-Discontinuance of Employer Contributions: In the event of complete discontinuance of contributions to the Plan by the Employer, the Accounts of all of its Participants shall, as of the date of such discontinuance, become nonforfeitable.

Section 13.5-Service of Process: With respect to any litigation arising as a result of the terms of this Agreement, service of process on the registered agent of the Employer or on the Trustee shall constitute service of process on all necessary parties to the litigations. The person so served shall notify all necessary parties of the service of process. The settlement of judgment in any such case in which service is duly made shall be binding upon all Participants and their Beneficiaries, contingent beneficiaries and estates, and upon all persons claiming by, through, or under them.

Section 13.6-Missing Payee: In the event that any check in payment of a benefit provided under the Plan has been dispatched by regular U. S. Mail to the last address of the payee, and if such check is returned unclaimed, the Trustee shall so notify the Employer and shall discontinue further payments to such payee until it receives further instructions from the Employer. If the payee cannot be found after one year of efforts to locate him/her, the Employer may direct the Trustee to treat the amount payable to the payee as a forfeiture and use it to reduce Employer contributions to the Plan. If the payee is located after the benefits have been treated as a forfeiture, he or she shall be paid the amount treated as a forfeiture, without adjustment for income thereon. The amount paid to the payee shall be taken out of income, forfeitures, or Employer contributions for the year in which paid.

Section 13.7-Applicable Law: This document shall be construed and enforced under ERISA, the Code, and the laws of the State of Wisconsin to the extent not preempted by federal law.

[SIGNATURE ON NEXT PAGE]

As set forth above, the University of Wisconsin Medical Foundation, Inc., has amended and restated the University of Wisconsin Medical Foundation, Inc. Employees 401(k)/Profit Sharing Plan effective January 1, 2022.

UNIVERSITY OF WISCONSIN MEDICAL FOUNDATION, INC.

By: Jennifer Derks August 26th, 2022
Date