

**Wisconsin Plan and Trust Document
Amended and Restated
_____, 2004**

**THE STATE OF WISCONSIN
PUBLIC EMPLOYEES DEFERRED COMPENSATION
PLAN AND TRUST**

The State of Wisconsin hereby amends and restates effective _____, 2004, (the Effective Date”), the State of Wisconsin Public Employees Deferred Compensation Plan and Trust (hereinafter called the “PLAN”).

ARTICLE I

Definitions

- 1.01. The following terms shall, for purposes of this PLAN, have the meaning set forth below:
- a. ADMINISTRATOR means the person, department, agency or organization appointed by the EMPLOYER to administer the PLAN.
 - b. ALTERNATE PAYEE means the person identified in a DOMESTIC RELATIONS ORDER to whom is payable a portion or all of a PARTICIPANT’S benefit under the PLAN.
 - c. BENEFICIARY means the person or estate entitled to receive benefits under this PLAN after the death of a PARTICIPANT.
 - d. COMPENSATION means all cash compensation for services to the EMPLOYER, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includable in the EMPLOYEE’S gross income for the calendar year, plus amounts that would be cash compensation for services to the EMPLOYER includable in the EMPLOYEE’S gross income for the calendar year but for a compensation reduction election under IRC Sections 125, 132(f), 401(k), 403(b), or 457(b), including an election to defer COMPENSATION under this PLAN
 - e. CORE INVESTMENT SPECTRUM means the slate of investment options selected and monitored by the Deferred Compensation Board for offering to PARTICIPANTS of the PLAN for the investment of DEFERRED COMPENSATION and ELIGIBLE ROLLOVER DISTRIBUTION amounts.

- f. DEFERRED COMPENSATION means the amount of COMPENSATION that a PARTICIPANT elects to defer into the PLAN under the PARTICIPATION AGREEMENT.
- g. DEFERRED COMPENSATION ACCOUNT means the separate bookkeeping account maintained by the ADMINISTRATOR within the PLAN for a PARTICIPANT for amounts of COMPENSATION deferred into the PLAN.
- h. DOMESTIC RELATIONS ORDER means a judgment, decree, or order issued by a court pursuant to a domestic relations law of any state or territory of the United States relating to a marriage that terminated after December 1, 2001 and that conforms to the requirements of Wisconsin Statutes Section 40.80(2r) and the BOARD.
- i. ELIGIBLE ROLLOVER ACCOUNT means the separate bookkeeping account maintained by the ADMINISTRATOR within the PLAN for a PARTICIPANT for amounts of ELIGIBLE ROLLOVER DISTRIBUTIONS as defined in Section 1.01(h).
- j. ELIGIBLE ROLLOVER DISTRIBUTION means an eligible rollover distribution as defined in IRC Section 402(c)(4), including eligible rollover distributions to a surviving spouse under IRC Section 402(c)(9).
- k. ELIGIBLE RETIREMENT PLAN means an eligible retirement plan as defined in IRC Section 402(c)(8)(B).
- l. EMPLOYEE means any person, other than independent contractors, who receives any type of compensation from the EMPLOYER, for which services are rendered (including, but not limited to, elected or appointed officials, salaried employees and limited term employees).
- m. EMPLOYER means the State of Wisconsin or any governmental unit, any of its agencies, departments, subdivisions, or instrumentalities for which services are performed by a PARTICIPANT.
- n. INCLUDIBLE COMPENSATION means an EMPLOYEE'S actual wages in box 1 of Form W-2 for a year for services to the EMPLOYER, but subject to a maximum of \$200,000 (or such higher maximum as may apply under IRC Section 401(a)(17) and increased (up to the dollar maximum) by any compensation reduction election under IRC Sections 125, 132(f), 401(k), 403(b), or 457(b), including an election to defer COMPENSATION under this Plan.
- o. IRC means the Internal Revenue Code of 1986 as now in effect or as hereafter amended.

NORMAL RETIREMENT AGE means the age at which the PARTICIPANT is eligible to retire pursuant to the EMPLOYER'S Retirement System, by virtue of age, length of service or both, without consent of the EMPLOYER and with the right to receive immediate retirement benefits without actuarial or similar reduction because of retirement, before some later specified age, but in no event later than age 70 ½. In the absence of a formal EMPLOYER'S Retirement System, NORMAL RETIREMENT AGE shall mean 65. A special rule applies to PARTICIPANTS who are police or firefighters and categorized a protective employee under the Wisconsin Retirement System pursuant to Wisconsin Statutes, 40.02(48), that allows them to elect an age as early as 40 and no later than 70 ½ as NORMAL RETIREMENT AGE.

p.

- q. PARTICIPANT means an individual who is currently deferring COMPENSATION, or who has previously deferred COMPENSATION under the PLAN by salary reduction and who has not received a distribution of his or her entire benefit under the PLAN. Only individuals who perform services for the EMPLOYER as an EMPLOYEE may defer COMPENSATION under the Plan.
- r. PARTICIPATION AGREEMENT means the application of the PARTICIPANT to the ADMINISTRATOR to participate in the PLAN.
- s. PLAN means the State of Wisconsin Public Employees Deferred Compensation Plan and Trust as set forth in this document and as it may be amended from time to time.
- t. PLAN YEAR means the calendar year in which the PLAN becomes effective, and each succeeding calendar year of existence of this PLAN.
- u. SEVERANCE FROM EMPLOYMENT means the date that the EMPLOYEE dies, retires, or otherwise has a severance from employment with the EMPLOYER, as determined by the ADMINISTRATOR (and taking into account guidance issued under the IRC).
- v. SDO means the Self-Directed Brokerage Option offered for additional opportunities for investment of account balance as a transfer of assets from the CORE INVESTMENT SPECTRUM account.
- w. TRUSTEES mean the Wisconsin Deferred Compensation Board.
- x. UNFORESEEABLE EMERGENCY means severe financial hardship to the PARTICIPANT or BENEFICIARY resulting from a sudden and unexpected illness or accident of the PARTICIPANT or BENEFICIARY, the spouse of the PARTICIPANT or BENEFICIARY, or a dependent (as defined in IRC Section 152(a)) of the PARTICIPANT or BENEFICIARY, loss of PARTICIPANT'S or BENEFICIARY'S property due to casualty,

or other similar or extraordinary and unforeseeable circumstances (occurring with respect to such PARTICIPANT or dependent), arising as a result of events beyond the control of the PARTICIPANT or BENEFICIARY. Whether circumstances constitute an UNFORESEEABLE EMERGENCY depends on the facts of each case, but in any case, payment may not be made to the extent that such emergency is or may be relieved:

- (i) through reimbursement or compensation by insurance or otherwise;
- (ii) by liquidation of the PARTICIPANT'S assets, to the extent that liquidation itself would not cause severe financial hardship; or
- (iii) by cessation of deferrals under the PLAN.

For example, the imminent foreclosure of or eviction from the PARTICIPANT'S or BENEFICIARY'S primary residence, the need to pay for medical expenses (including non-refundable deductibles), and the cost of prescription drug medication may constitute an unforeseeable emergency. Except in extraordinary circumstances, the purchase of a home and the payment of college tuition are not unforeseeable emergencies.

ARTICLE II

Election to Defer Compensation

- 2.01. The PARTICIPANT may elect to participate by signing the PARTICIPATION AGREEMENT and consenting to a reduction of salary by the deferral amount specified in the PARTICIPATION AGREEMENT.
- 2.02. The PARTICIPANT may elect to defer accumulated sick pay, accumulated vacation pay, and back pay amounts into the PLAN, provided that a PARTICIPATION AGREEMENT is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the PARTICIPANT is an EMPLOYEE of EMPLOYER in that month. In the case of accumulated sick pay, vacation pay, or back pay that is payable before the PARTICIPANT has a SEVERANCE FROM EMPLOYMENT, the requirements of the preceding sentence are deemed satisfied if the PARTICIPATION AGREEMENT is entered into before the amount is currently available (as defined in regulations under IRC Section 401(k)).
- 2.03. The EMPLOYER shall commence the salary reduction no earlier than the first pay period commencing during the first month that begins after the date on which the PARTICIPATION AGREEMENT is filed with the ADMINISTRATOR.

- 2.03(a). The PARTICIPANT may revoke his election to participate and may amend the amount of DEFERRED COMPENSATION by filing with the ADMINISTRATOR a revocation or amendment according to the procedural manner established by the ADMINISTRATOR. In addition, the PARTICIPANT may amend his investment specification in the procedural manner established by the ADMINISTRATOR. Any amendment that increases the amount of DEFERRED COMPENSATION for any pay period shall be effective only if an agreement providing for such additional amount is entered into before the beginning of the month in which the pay period commences. Any revocation or amendment of the amount of DEFERRED COMPENSATION shall be effective prospectively only. Any change in the PARTICIPANT'S investment specification by the PARTICIPANT, whether it applies to amounts previously deferred or amounts to be deferred in the future, shall be effective prospectively only, subject to the underlying restrictions and limitations of the PLAN, the ADMINISTRATOR, the investment option to which, or from which, a change is made, or as may be otherwise required by law. Any change shall be effective on a date consistent with these rules and specifications. Such specifications are available from the ADMINISTRATOR upon request.
- 2.03(b). After the death of the PARTICIPANT, his BENEFICIARY shall have the right to amend the PARTICIPANT'S, or the BENEFICIARY'S own, investment specification by filing with the ADMINISTRATOR an amendment according to the procedural manner established by the ADMINISTRATOR. Any change in an investment specification by a BENEFICIARY shall be subject to the underlying restrictions and limitations of the PLAN, the ADMINISTRATOR, the investment option to which, or from which, a change is made, or as may be otherwise required by law. Any change shall be effective on a date consistent with these rules and specifications. Such specifications are available from the ADMINSTRATOR upon request.
- 2.04. Except as provided in Sections 2.05 and 2.06, the maximum amount of DEFERRED COMPENSATION under the PLAN for the PARTICIPANT'S taxable year shall not exceed the lesser of (a) the maximum dollar amount under IRC Section 457 (b)(2)(A) as adjusted for cost of living adjustments described in IRC Section 457(e)(15); or (b) 100% of the PARTICIPANT'S INCLUDIBLE COMPENSATION as provided in IRC Section 457(b)(2)(B).
- 2.05. The maximum deferral amount described in Section 2.04 under the PLAN for the PARTICIPANT'S taxable year may be increased for a PARTICIPANT who has attained age 50 or over by the end of the taxable year pursuant to IRC Section 414(v)(2)(B) and any applicable treasury regulations. This section shall not be applicable for any taxable year for which a higher limitation under Section 2.06 applies.

2.06. If the applicable year is one of a PARTICIPANT'S last 3 calendar years ending before the year in which the PARTICIPANT attains NORMAL RETIREMENT AGE and the amount deferred under this Section exceeds the amount computed under Sections 2.04 and 2.05, then the maximum deferral under this Section shall be the lesser of:

- (a) An amount equal to 2 times the maximum deferral amount described in Section 2.04 for such year; or
- (b) The sum of:
 - (1) An amount equal to (A) the aggregate of maximum deferral amount for the current year plus each prior calendar year beginning after December 31, 2001 during which the PARTICIPANT was an EMPLOYEE under the PLAN, minus (B) the aggregate amount of COMPENSATION that the PARTICIPANT deferred under the PLAN during such years; plus
 - (2) An amount equal to (A) the aggregate limit referred to in IRC Section 457(b)(2) for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the PARTICIPANT was an EMPLOYEE (determined without regard to this Section and Section 2.05), minus (B) the aggregate contributions to Pre-2002 Coordination.

However, in no event can the deferred amount be more than the PARTICIPANT'S COMPENSATION for the year. If the PARTICIPANT is or has been a participant in one or more eligible plans within the meaning of IRC Section 457(b), then this PLAN and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations. For this purpose, the ADMINSTRATOR shall take into account any other such eligible plan for which the ADMINSTRATOR receives from the PARTICIPANT sufficient information concerning his or her participation in such other plan. In applying the foregoing limitations, a year shall be taken into account only if (i) the PARTICIPANT was eligible to participate in the PLAN during all or a portion of the year and (ii) COMPENSATION deferred, if any, under the PLAN during the year was subject to the maximum annual limit described in Section 2.04 or any other plan ceiling required by IRC Section 457(b).

The term "contributions to Pre-2002 Coordination Plans" means an employer contribution, salary reduction or elective contribution under any other eligible IRC Section 457(b) plan, or a salary reduction or elective contribution under an IRC Section 401(k) qualified cash or deferred arrangement, IRC Section 402(h)(1)(B) simplified employee pension (SARSEP), IRC Section 403(b) annuity contract, and IRC Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in IRC Section 501(c)(18), including plans, arrangements or accounts maintained by the EMPLOYER or any employer for whom the PARTICIPANT performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 2.06(b)(2)(B) to the extent that the total

of such contributions does not exceed the aggregate limited referred to in IRC Section 457(b)(2) for that year.

- 2.07. If the DEFERRED COMPENSATION on behalf of a PARTICIPANT for any calendar year exceeds the limitations described in this Article, or the DEFERRED COMPENSATION on behalf of a PARTICIPANT for any calendar year exceeds the limitations described in this Article when combined with other amounts deferred by the PARTICIPANT under another eligible deferred compensation plan under IRC Section 457(b) for which the PARTICIPANT provides information that is accepted by the ADMINISTRATOR, then the DEFERRED COMPENSATION, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any allocable thereto), shall be distributed to the PARTICIPANT.
- 2.08. An EMPLOYEE whose employment is interrupted by qualified military service under IRC Section 414(u) or who is on a leave of absence for qualified military service under IRC Section 414(u) may elect to make additional deferrals upon resumption of employment with the EMPLOYER equal to the maximum deferral limit that the EMPLOYEE could have elected during that period if the EMPLOYEE'S employment with the EMPLOYER had continued (at the same level of COMPENSATION) without the interruption or leave, reduced by the deferrals, if any, actually made for the EMPLOYEE during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of interruption or leave.)

ARTICLE III

EMPLOYER Contributions

- 3.01. If the EMPLOYER agrees to make or any collective bargaining agreement requires to be made any contributions to the PLAN for PARTICIPANTS, the EMPLOYER may contribute to the PLAN for PARTICIPANTS. If the EMPLOYER makes any contributions, they shall become PARTICIPANT contributions under the PLAN at the time such contributions are made. For purposes of administering Sections 2.04, 2.05 and 2.06 of this PLAN, EMPLOYER contributions shall apply toward the maximum deferral limits in the PLAN YEAR that such contributions are made.

ARTICLE IV

Plan Transfers and Eligible Rollover Distributions

- 4.01. If a PARTICIPANT terminates employment with the EMPLOYER and accepts employment with another employer which maintains an eligible deferred compensation plan (as defined in IRC Section 457) and the new employer's plan

- accepts transfers, the PARTICIPANT may transfer his account balance from the PLAN to the plan maintained by the new employer. The PARTICIPANT'S election to transfer shall be filed with the ADMINISTRATOR before the date for any benefit distributions.
- 4.02. If the EMPLOYER offers an eligible deferred compensation plan (as defined in IRC Section 457) other than the PLAN, and such other plan accepts transfers, the PARTICIPANT may transfer the account balance from the PLAN to the other plan. The PARTICIPANT'S election to transfer shall be filed with the ADMINISTRATOR.
 - 4.03. Transfer from other eligible deferred compensation plans (as defined in IRC Section 457) to the PLAN will be accepted at the PARTICIPANT'S request if such transfers are in cash or in non-annuity products currently offered under the PLAN. Any such transferred amount shall not be subject to the limitations of Section 2.04, provided, however, that the actual amount deferred during the calendar year under both plans shall be taken into account in calculating the deferral limitation for that year. For purposes of determining the limitation set forth in Section 2.06, years of eligibility to participate in the prior plan and deferrals under that plan shall be considered.
 - 4.04. The PLAN may receive an ELIGIBLE ROLLOVER DISTRIBUTION on behalf of a PARTICIPANT from an ELIGIBLE RETIREMENT PLAN provided (a) the ELIGIBLE ROLLOVER DISTRIBUTION is made entirely in the form of U.S. dollars, and (b) the PARTICIPANT demonstrates to the ADMINISTRATOR'S satisfaction that the amount is a qualifying eligible rollover distribution under IRC Sections 402(c)(4), 403(a)(4) or 408(d)(3).
 - 4.05. Subject to Section 10.01, a PARTICIPANT may elect at the time and in the manner prescribed by the ADMINISTRATOR, to have any portion of an ELIGIBLE ROLLOVER DISTRIBUTION paid directly to an ELIGIBLE RETIREMENT PLAN specified by the PARTICIPANT, provided the PARTICIPANT presents to the satisfaction of the ADMINISTRATOR a letter of acceptance or other written acknowledgment from the accepting plan that it is an ELIGIBLE RETIREMENT PLAN qualified to accept the ELIGIBLE ROLLOVER DISTRIBUTION.
 - 4.06. A PARTICIPANT may use all or a portion of an account balance as a direct trustee-to-trustee transfer to a defined benefit governmental plan (as defined in IRC Section 414(d)), including the Wisconsin Retirement System ("WRS") to purchase permissive service credit or for the repayment of service credits. Such plan must permit such a transfer, and the PARTICIPANT must demonstrate to the ADMINISTRATOR'S satisfaction that the transfer is to an eligible defined benefit governmental plan and the transfer is permissible for the purchase of service credit (as defined in Code Section 415(n)(3)(A)) or for the repayment of service credits permissible by IRC Section 415(k)(3).

ARTICLE V

Designation of BENEFICIARY

5.01 The PARTICIPANT shall have the right to file, with the ADMINISTRATOR, a written BENEFICIARY or change of BENEFICIARY form designating the person or persons who shall receive the benefits payable under this PLAN in the event of the PARTICIPANT'S death. The form for this purpose shall be provided by the ADMINISTRATOR and will have no effect until it is signed, filed with the ADMINISTRATOR by the PARTICIPANT, and accepted by the ADMINISTRATOR prior to the PARTICIPANT's death. In the absence of a written designation of BENEFICIARY, or if all BENEFICIARIES so designated die before the PARTICIPANT, the PARTICIPANT agrees that the BENEFICIARIES shall be determined pursuant to Wisconsin Statutes 40.02(8)(a)2., which provides the following sequence:

- | | |
|-----------|---|
| Group I | Surviving Spouse of the PARTICIPANT; |
| Group II | Children of the PARTICIPANT, if at least one child survives the PARTICIPANT, in which event the share of any deceased child shall be payable to the surviving spouse of the child, or to the surviving children if there is no spouse, or otherwise to the other eligible children in this group; |
| Group III | Grandchildren of the PARTICIPANT; |
| Group IV | Parents of the PARTICIPANT; |
| Group V | Siblings of the PARTICIPANT; |
| Group VI | The estate of the PARTICIPANT. |

The PARTICIPANT accepts and acknowledges that he or she had the burden of executing and filing with the ADMINISTRATOR, a proper BENEFICIARY designation form.

Payments shall be made equally to each surviving member of a group, except as otherwise specifically indicated. No members of any succeeding group shall have the right to receive any payments if there are surviving members of a preceding group.

The above provisions reflect applicable Wisconsin State law, in existence as of the Effective Date. Any amendment of State law after the Effective Date, which conflicts with any of these provisions will control, rather than the above provisions, to the extent of such conflict.

ARTICLE VI

Accounts and Reports

- 6.01. The EMPLOYER shall remit DEFERRED COMPENSATION amounts to the ADMINISTRATOR or his designated agent. The ADMINISTRATOR shall have no duty to determine whether the funds paid to him by the EMPLOYER are correct, nor to collect or enforce such payment. The ADMINISTRATOR shall maintain a DEFERRED COMPENSATION ACCOUNT with respect to each PARTICIPANT'S DEFERRED COMPENSATION amounts. A written report of the status of the PARTICIPANT'S DEFERRED COMPENSATION ACCOUNT shall be furnished quarterly and within twenty (20) days after the end of each calendar quarter to the PARTICIPANT or BENEFICIARY.
- 6.02. The PARTICIPANT or an ELIGIBLE RETIREMENT PLAN shall remit ELIGIBLE ROLLOVER DISTRIBUTION amounts to the ADMINISTRATOR or his designated agent. The ADMINISTRATOR shall maintain an ELIGIBLE ROLLOVER ACCOUNT with respect to each PARTICIPANT'S ELIGIBLE DISTRIBUTION amounts. A written report of the status of the PARTICIPANT'S ELIGIBLE ROLLOVER ACCOUNT shall be furnished quarterly and within twenty (20) days after the end of each calendar quarter to the PARTICIPANT or BENEFICIARY.
- 6.03. The statement of accounts furnished by the ADMINISTRATOR to the PARTICIPANT or BENEFICIARY no later than twenty (20) days from the end of the quarter shall reflect the current balance and all activity in each account during the quarter. Amounts corresponding to the CORE INVESTMENT SPECTRUM options will be itemized. Any balance held in the SDO will be shown as the aggregate balance of all investments in the SDO with detail that includes the total of all transfers into and out of the SDO option for the reporting period.
- 6.04. Within ninety (90) days after the end of the calendar year, the ADMINISTRATOR shall file with the EMPLOYER a balance sheet for the PLAN, showing the total assets at the beginning and end of the calendar year, a schedule of all receipts and disbursements, and a report for all material transactions of the PLAN during the preceding year.
- 6.05. The ADMINISTRATOR'S records shall be open to inspection on any official State business day between 8:00 a.m. and 4:30 p.m. Central Time, by the EMPLOYER or any PARTICIPANT, or their designated representatives.
- 6.06. Within thirty (30) days from the end of each quarter, the ADMINISTRATOR shall furnish to the EMPLOYER a quarterly statement that identifies the aggregate balance of all employee accounts in the PLAN. Amounts corresponding to the CORE INVESTMENT SPECTRUM options will be itemized. Any balances held in the SDO will be shown as the aggregate balance of all investments in the SDO with detail that includes the total of all transfers into and out of the SDO option for the reporting period.

ARTICLE VII

Investments of Accounts

- 7.01. DEFERRED COMPENSATION and ELIGIBLE ROLLOVER DISTRIBUTION amounts shall be delivered to the ADMINISTRATOR or his designated agent for investment as designated by the PARTICIPANT or BENEFICIARY. Such amounts shall be treated as contributed to the PLAN within a period that is not longer than reasonable for the proper administration if the contribution is made within 15 business days following the end of the month in which the amounts would otherwise have been paid to the PARTICIPANT.
- 7.02. The ADMINISTRATOR, as agent for the TRUSTEES, shall use the PARTICIPANT'S or BENEFICIARY'S investment specifications to determine the value of any DEFERRED COMPENSATION ACCOUNT and/or ELIGIBLE ROLLOVER ACCOUNT maintained with respect to the PARTICIPANT, and shall invest the amounts in each account according to such specifications.
- 7.03. All interest, dividends, charges for premiums and administrative expenses, and changes in value due to market fluctuations applicable to each PARTICIPANT'S account shall be credited or debited to the account as they occur. Dividends and capital gains distributions shall be automatically reinvested as applicable.
- 7.04. All assets of the PLAN, including all DEFERRED COMPENSATION and ELIGIBLE ROLLOVER DISTRIBUTION amounts, property and rights purchased with such amounts, and all income attributable to such amounts, property or rights shall be held in Trust, in accordance with the provisions of Section 9.06, by the TRUSTEES (until made available to the PARTICIPANT or BENEFICIARY) for the exclusive benefit of PARTICIPANTS and their BENEFICIARIES. Contracts and other evidence of the investments of all assets under this PLAN shall be registered in the name of the TRUSTEES, who shall be the owners thereof.
- 7.05. If any contribution (or any portion of a contribution) is made to the PLAN by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the ADMINISTRATOR, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the PARTICIPANT or, to the extent required or permitted by the ADMINISTRATOR, to the EMPLOYER.

ARTICLE VIII

Special Rules Regarding the SDO

- 8.01. In addition to the CORE INVESTMENT SPECTRUM, the PLAN also offers an SDO for additional investment choices. Investments can only be made in the SDO as a transfer of assets from the account balance in the CORE INVESTMENT SPECTRUM.
- 8.02. The PARTICIPANT or BENEFICIARY acknowledge that the TRUSTEES, EMPLOYER, PLAN or its ADMINISTRATOR have no express or implied responsibility for the evaluation, selection, and/or monitoring of the continued offering of additional investment options in the SDO by the PLAN, including any duty to supervise or monitor the PARTICIPANT or BENEFICIARY'S investment experience in the SDO. The PARTICIPANT or BENEFICIARY acknowledge that it is their sole responsibility to determine if the SDO investment options selected are appropriate for long-term retirement savings and the PARTICIPANT or BENEFICIARY hereby agree to remain liable for any investment losses related thereto. It is understood that the TRUSTEES, EMPLOYER, PLAN or its ADMINISTRATOR are held harmless from any liability for investment losses or lost investment opportunities pertaining to the PARTICIPANT'S or BENEFICIARY'S investment in SDO options.
- 8.03. The PARTICIPANT or BENEFICIARY acknowledge that any PARTICIPANT-related disputes or controversies involving SDO accounts are solely the responsibility of the PARTICIPANT or BENEFICIARY and hereby agree to settle such disputes according to the terms and conditions of the LPOA form referenced in Section 8.05 herein. It is understood that the TRUSTEES, EMPLOYER, PLAN or its ADMINISTRATOR have no responsibility or liability to any PARTICIPANT or BENEFICIARY for any act, error, omission, controversy or dispute involving SDO accounts being offered by the PLAN as additional investment choices.
- 8.04. A minimum balance of \$1,000 in the CORE INVESTMENT SPECTRUM is required for a PARTICIPANT or BENEFICIARY to be eligible to establish an SDO account. A minimum amount of \$500 must be maintained in the CORE INVESTMENT SPECTRUM account. If at anytime this account balance falls below \$250 the ADMINISTRATOR will provide notification to the PARTICIPANT or BENEFICIARY and may subsequently initiate an automatic transfer from the SDO to restore the CORE INVESTMENT SPECTRUM account balance to the \$500 minimum required balance. This liquidation will be made based on the steps identified in Section 10.06(3).
- 8.05. Once eligible, a PARTICIPANT or BENEFICIARY may elect to participate in the SDO offered by the PLAN by signing a Limited Power of Attorney form (LPOA) to establish a separate account with the SDO provider. By signing this

- form and submitting it to the ADMINISTRATOR, the PARTICIPANT or BENEFICIARY acknowledges that the options available through the SDO are not evaluated or monitored by the PLAN. The LPOA form filed with the ADMINISTRATOR will be processed on the same business day as received if receipt is by 3:00 p.m. Central Time. All LPOA forms received after 3:00 p.m. Central Time will be processed on the next business day.
- 8.06. After establishment of the SDO account, the PARTICIPANT or BENEFICIARY may initiate a transfer of assets from the CORE INVESTMENT SPECTRUM into the SDO. The minimum initial transfer amount to the SDO is \$500 with no minimum amount required for any subsequent transfers.
- 8.07. Amounts transferred from the CORE INVESTMENT SPECTRUM to the SDO will be initially deposited into the SDO money market account. The PARTICIPANT or BENEFICIARY must initiate transfers from the money market fund to other SDO options by contacting the SDO provider. Transfer activity within the SDO may not take place until the initial transfer to the SDO has been processed by the ADMINISTRATOR and recorded into the SDO account. Transfers to the SDO require one (1) business day to process and the transferred assets will be out of the market during this processing period.
- 8.08. Amounts transferred from the SDO back to the CORE INVESTMENT SPECTRUM can only be made from the SDO money market account. Prior to initiating a transfer back into the core options, the PARTICIPANT or BENEFICIARY must first liquidate sufficient SDO investments and deposit this amount into the SDO money market fund. Once dollars are available in the SDO money market fund, transfers from the SDO back to the CORE INVESTMENT SPECTRUM require two (2) business days to process and the transferred assets will be out of the market for one business day of this processing period.
- 8.09. Administrative fees assessed by the PLAN will be based on the PARTICIPANT'S or BENEFICIARY'S entire account balance in the PLAN and include amounts invested in the SDO. The fee will be deducted entirely from the balance in the CORE INVESTMENT SPECTRUM account.
- 8.10. The PLAN may assess an additional fee to PARTICIPANTS and BENEFICIARIES who have established or maintained an SDO account for administration of this option.

ARTICLE IX

Trust Provisions

- 9.01. TRUSTEES. The TRUSTEES shall be, at any time, the duly appointed and authorized members of the Wisconsin Deferred Compensation Board ("BOARD"). Resignation, removal, and appointment of TRUSTEES shall be conducted and governed by provisions of Wisconsin law applicable to

- resignation, renewal and appointment of such Board members. Compensation and expense reimbursement of the TRUSTEES shall also be in accordance with compensation and expenses of Board members.
- 9.02. The TRUSTEES shall adopt various investment options to establish the CORE INVESTMENT SPECTRUM for the investment of deferred amounts by PARTICIPANTS or their BENEFICIARIES, and shall monitor and evaluate the appropriateness of continued offerings by the PLAN. The TRUSTEES may de-select options that are determined to be no longer appropriate for offering. In adopting or de-selecting such options, the TRUSTEES shall be governed by the applicable Wisconsin Statutes and Wisconsin Administrative Code. Following such adoption or de-selection of investment options by the TRUSTEES, PARTICIPANTS or their BENEFICIARIES shall be entitled to select from among the available options for investment of their accounts. In the event options are de-selected, the TRUSTEES may require PARTICIPANTS or their BENEFICIARIES to move balances to an alternative option offered by the PLAN. If PARTICIPANTS or their BENEFICIARIES fail to act in response to the written notice, the TRUSTEES shall transfer monies out of the de-selected option to an alternative option chosen by the TRUSTEES. By exercising such right to select investment options or by failing to respond to notice to transfer from a de-selected option where the TRUSTEES move the monies on behalf of such PARTICIPANTS or their BENEFICIARIES, PARTICIPANTS and their BENEFICIARIES agree that none of the PLAN fiduciaries will be liable for any investment losses, or lost investment opportunity in situations where monies are moved by TRUSTEES, that are experienced by a PARTICIPANT or BENEFICIARY in the investment option(s) they selected or are selected for them if they fail to take appropriate action in regard to a de-selected fund.
- 9.03. Designation of Fiduciaries. The EMPLOYER, ADMINISTRATOR, and TRUSTEES and the persons they designate to carry out or help carry out their duties or responsibilities are fiduciaries under the PLAN. Each fiduciary has only those duties or responsibilities specifically assigned to him under the PLAN or Trust or delegated to him by another fiduciary. Each fiduciary may assume that any direction, information or action of another fiduciary is proper and need not inquire into the propriety of any such action, direction, or information. Except as provided by law, no fiduciary will be responsible for the malfeasance, misfeasance or nonfeasance of any other fiduciary.
- 9.04. Fiduciary Standards.
- a. The TRUSTEES and all other fiduciaries shall discharge their duties with respect to this Trust solely in the interest of the PARTICIPANTS and BENEFICIARIES of the PLAN. Such duties shall be discharged for the exclusive purpose of providing benefits to the PARTICIPANTS and BENEFICIARIES and defraying expenses of the PLAN.

- b. All fiduciaries shall discharge their duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor 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, and as defined by Wisconsin law.
- 9.05. TRUSTEES' Powers and Duties. The TRUSTEES' powers and duties shall be those defined for the Board members under applicable Wisconsin State Statutes and the Administrative Code.
- 9.06. This Trust is intended to be exempt from taxation under Section 501(a) of the Internal Revenue Code ("Code") and is intended to comply with Section 457(g) of such Code. The TRUSTEES shall be empowered to submit or designate appropriate agents to submit this PLAN and TRUST to the Internal Revenue Service for a determination of the eligibility of the PLAN under Section 457, and the exempt status of the Trust under Section 501(a), if the TRUSTEES conclude that such a determination is desirable.

ARTICLE X

Benefits

- 10.01. Commencement of Distributions. Except for Hardship Withdrawals under Section 10.04 and De Minimus withdrawals under Section 10.05, distributions from the PLAN may not be made to a PARTICIPANT earlier than (a) the calendar year in which the PARTICIPANT attains age 70 ½; or (b) the calendar year in which there is a SEVERANCE FROM EMPLOYMENT by the PARTICIPANT. All irrevocable elections of a Benefit Commencement Date made by PARTICIPANTS or BENEFICIARIES prior to January 1, 2002 shall become revocable as of January 1, 2002. If a PARTICIPANT has an ELIGIBLE ROLLOVER ACCOUNT, the PARTICIPANT may at any time elect to receive a distribution of all or any portion of the amount held in the ELIGIBLE ROLLOVER ACCOUNT subject to any procedures established by the ADMINISTRATOR.
- 10.02. All distributions under the PLAN must comply with IRC Section 401(a)(9) and the regulations issued thereunder. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The term "designated beneficiary" as used in this Section shall have the meaning set forth in Treasury Regulation Section 1.401(a)(9)-4.
 - (1) Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under IRC Section 401(a)(9).

(2) Required Beginning Date. The PARTICIPANT'S entire interest will be distributed, or begin to be distributed, to the PARTICIPANT no later than the PARTICIPANT'S required beginning date.

(3) Death of PARTICIPANT Before Distributions Begin. If the PARTICIPANT dies before distributions begin, the PARTICIPANT'S entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) If the PARTICIPANT'S surviving spouse is the PARTICIPANT'S sole designated beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the PARTICIPANT died, or by December 31 of the calendar year in which the PARTICIPANT would have attained age 70 1/2, if later.

(b) If the PARTICIPANT'S surviving spouse is not the PARTICIPANT'S sole designated beneficiary, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the PARTICIPANT died.

(c) If there is no designated beneficiary as of September 30 of the year following the year of the PARTICIPANT'S death, the PARTICIPANT'S entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the PARTICIPANT'S death.

(d) If the PARTICIPANT'S surviving spouse is the PARTICIPANT'S sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section will apply as if the surviving spouse were the PARTICIPANT.

(4) Required Minimum Distributions During PARTICIPANT'S Lifetime. During the PARTICIPANT'S lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) the quotient obtained by dividing the PARTICIPANT'S account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the PARTICIPANT'S age as of the PARTICIPANT'S birthday in the distribution calendar year; or

(b) if the PARTICIPANT'S sole designated beneficiary for the distribution calendar year is the PARTICIPANT'S spouse, the quotient obtained by dividing the PARTICIPANT'S account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the PARTICIPANT'S and spouse's attained ages as of the PARTICIPANT'S and spouse's birthdays in the distribution calendar year.

(5) Death On or After Date Distributions Begin and PARTICIPANT Survived by Designated Beneficiary.

(a) If the PARTICIPANT dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the PARTICIPANT'S death is the quotient obtained by dividing the PARTICIPANT'S account balance by the longer of the remaining life expectancy of the PARTICIPANT or the remaining life expectancy of the PARTICIPANT'S designated beneficiary, determined as follows: The PARTICIPANT'S remaining life expectancy is calculated using the age of the PARTICIPANT in the year of death, reduced by one for each subsequent year.

(b) If the PARTICIPANT'S surviving spouse is the PARTICIPANT'S sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the PARTICIPANT'S death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(c) If the PARTICIPANT'S surviving spouse is not the PARTICIPANT'S sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the PARTICIPANT'S death, reduced by one for each subsequent year.

(d) No Designated Beneficiary. If the PARTICIPANT dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the PARTICIPANT'S death, the minimum amount that will be distributed for each distribution calendar year after the year of the PARTICIPANT'S death is the quotient obtained by dividing the participant's account balance by the PARTICIPANT'S remaining life expectancy calculated using the age of the PARTICIPANT in the year of death, reduced by one for each subsequent year.

(6) Death Before Date Distributions Begin and PARTICIPANT Survived by Designated Beneficiary. If the PARTICIPANT dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the PARTICIPANT'S death is the quotient obtained by dividing the PARTICIPANT'S account balance by the remaining life expectancy of the PARTICIPANT'S designated beneficiary.

(a) No Designated Beneficiary. If the PARTICIPANT dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the PARTICIPANT'S death, distribution of the PARTICIPANT'S entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the PARTICIPANT'S death.

(7) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the PARTICIPANT'S surviving spouse is the PARTICIPANT'S sole designated beneficiary, and the surviving spouse dies before distributions are required to begin, this Section will apply as if the surviving spouse were the PARTICIPANT.

If a PARTICIPANT or BENEFICIARY fails to elect a payment option that meets the requirements of IRC Section 401(a)(9), the ADMINISTRATOR will initiate such a distribution. A PARTICIPANT or BENEFICIARY who has chosen a payment option, other than an annuity option, shall have the ability to change his or her payment option subject to any administrative restrictions and charges established by the TRUSTEES.

10.03. Hardship Withdrawal: Notwithstanding any other provisions herein, in the event of an UNFORESEEABLE EMERGENCY, a PARTICIPANT or BENEFICIARY may request that benefits be paid to him at any time. Such request shall be filed in accordance with procedures established pursuant to this PLAN. If the application for payment is approved by the TRUSTEE or its designee, payments shall be effected within ten (10) working days of receipt of such approval. Benefits to be paid shall be limited strictly to the amount necessary to meet the UNFORESEEABLE EMERGENCY constituting financial hardship to the extent such UNFORESEEABLE EMERGENCY is not relieved:

- (a) by reimbursement or compensation from insurance or otherwise;
- (b) by liquidation of the PARTICIPANT'S assets, to the extent the liquidation of such assets would not itself cause financial hardship; or
- (c) by cessation of deferrals under the PLAN.

A PARTICIPANT'S deferrals will automatically be terminated upon approval of a hardship application and the PARTICIPANT cannot re-enroll in the PLAN for 180 days from the date of approval of the hardship withdrawal. The ADMINISTRATOR may require such medical, financial or other evidence deemed appropriate for a determination to be made concerning the PARTICIPANT'S or BENEFICIARY'S withdrawal request.

Foreseeable personal expenditures normally budgetable, such as a down payment on a home, the purchase of an automobile, college or other educational expense, etc., may not necessarily constitute an UNFORESEEABLE EMERGENCY. The

decision of the TRUSTEE or its designee concerning the payment of benefits under this Section shall be appealable under Wisconsin Statutes Sections 40.80(2g) and 40.08 (12).

- 10.04. De Minimus Distributions: Notwithstanding any other provision of the PLAN, if the PARTICIPANT has not deferred any amount for a two (2) year period, a PARTICIPANT may elect to receive, or the PLAN may elect to distribute without the PARTICIPANT'S consent, the entire account in a lump sum distribution if the value of his DEFERRED COMPENSATION ACCOUNT does not exceed the maximum amount allowed under IRC Section 411(a)(11)(A) for this De Minimus distribution. The amount to be distributed may also include amounts from any ELIGIBLE ROLLOVER ACCOUNT as well as the balance in the DEFERRED COMPENSATION ACCOUNT. No subsequent distribution under this provision to such PARTICIPANT may occur, once distribution occurs. Such distribution shall be made within three (3) days of the receipt, by the ADMINISTRATOR of an appropriate election.
- 10.05. Special Rules Regarding Distributions when an SDO Account Exists: Notwithstanding any other provision of the PLAN, if a PARTICIPANT or BENEFICIARY elects a distribution from the PLAN while maintaining a balance in an SDO account, the following requirements must be met:
- (1) For distributions of a lump sum, partial lump sum or amount paid under the UNFORESEEABLE EMERGENCY provision: The PARTICIPANT or BENEFICIARY is responsible for liquidating assets in the SDO account and transferring the balance back to the CORE INVESTMENT SPECTRUM account. The ADMINISTRATOR will not process the withdrawal request until a sufficient balance exists in the CORE INVESTMENT SPECTRUM account. For a total lump sum distribution, the SDO account balance must be completely liquidated and transferred back into the CORE INVESTMENT SPECTRUM before the ADMINISTRATOR will process the payment.
 - (2) For periodic distributions from the account: The PARTICIPANT or BENEFICIARY must maintain a sufficient account balance in the CORE INVESTMENT SPECTRUM to cover the periodic payments for a minimum one (1) year period. The PARTICIPANT or BENEFICIARY will be instructed to replenish the balance in the CORE INVESTMENT SPECTRUM on an annual basis to ensure the next year's payments are available. If the PARTICIPANT or BENEFICIARY fails to transfer sufficient assets into the CORE INVESTMENT SPECTRUM to meet this requirement, the ADMINISTRATOR will notify the PARTICIPANT or BENEFICIARY that one of the following actions will occur:

- (i) If occurrence is prior to the required minimum distribution date, payments will cease and the PARTICIPANT or BENEFICIARY will be required to reapply to continue the distribution.
 - (ii) If occurrence is after the required minimum distribution date, an automatic distribution will be initiated by the ADMINISTRATOR as specified in paragraph (3).
- (3) If a PARTICIPANT or BENEFICIARY fails to timely initiate transfer from the SDO account to execute continuing distributions as required in (ii) above, and upon receiving notification from the ADMINISTRATOR, the ADMINISTRATOR is hereby authorized by the PLAN to liquidate assets in the SDO account in accordance with paragraph (2) herein in the following sequence:
- (i) Assets will first be liquidated from the SDO money market fund (sweep), then from other money market funds that do not assess a transaction fee, redeeming shares first from those fund(s) with the highest balance;
 - (ii) Assets will then be liquidated from the SDO account in mutual funds that have been held for more than ninety (90) days and do not assess a transaction fee, redeeming shares first from those fund(s) with the highest balance;
 - (iii) Assets will then be liquidated from the SDO account in mutual funds held for less than ninety (90) days and do not assess a transaction fee, redeeming shares first from those fund(s) with the highest balance;
 - (iv) Assets will then be liquidated from the remaining SDO account held in any other mutual fund(s) according to the highest balance.

The PARTICIPANT or BENEFICIARY will be responsible for any transaction fees assessed and deducted from the SDO account as a result of the automatic transfers initiated by the ADMINISTRATOR to fund benefit payments.

ARTICLE XI

Domestic Relations Orders

11.01 When the ADMINISTRATOR receives a judgment, decree or order (“Order”) issued by a court pursuant to a domestic relations law of any state or territory of the United States, the ADMINISTRATOR shall adhere to the procedures and requirements of Wisconsin Statutes Section 40.80(2r) and the PLAN in determining whether it is a DOMESTIC RELATIONS ORDER.

- a. The ADMINISTRATOR shall promptly notify the PARTICIPANT and ALTERNATE PAYEE of the receipt of the Order and the PLAN'S procedures for determining the status of the Order, and
 - b. Within a reasonable time, the ADMINISTRATOR will follow the procedures adopted by the PLAN to determine whether the Order meets the requirements of a DOMESTIC RELATIONS ORDER and will notify the PARTICIPANT and ALTERNATE PAYEE of such determination
- 11.02 A DOMESTIC RELATIONS ORDER is a judgment, decree, or order issued by a court pursuant to a domestic relations law of any state or territory of the United States that does all of the following:
- a. Relates to a marriage that terminated after December 1, 2001;
 - b. Assigns all or part of a PARTICIPANT'S accumulated assets held in the PLAN to a spouse, former spouse, child, or other dependent to satisfy a family support or marital property obligation;
 - c. Names the PLAN and is submitted to the ADMINISTRATOR; and
 - d. Clearly specifies the following information:
 - (i) The name, last known mailing address, date of birth, and tax reporting identification numbers of the PARTICIPANT and ALTERNATE PAYEE;
 - (ii) The amount or percentage, or the manner in which the amount or percentage is to be determined, of the PARTICIPANT'S benefits to be paid to the ALTERNATE PAYEE not to exceed the dollar amount of the account on the date the DOMESTIC RELATIONS ORDER is received by the ADMINISTRATOR;
 - (iii) Not require a form of payment or any other benefit to the ALTERNATE PAYEE that is not otherwise provided under the PLAN; and
 - (iv) Not require the payment of benefits to an ALTERNATE PAYEE which are required by a prior DOMESTIC RELATIONS ORDER to be paid to another ALTERNATE PAYEE.
- 11.03 The ADMINISTRATOR is authorized to place a restrictive hold on a PARTICIPANT'S account while it determines the validity of and/or processes a DOMESTIC RELATIONS ORDER. The ADMINISTRATOR shall establish a separate account for the ALTERNATE PAYEE and transfer the assigned value or benefit from the PARTICIPANT'S account into the ALTERNATE PAYEE'S account.

- 11.04 The ALTERNATE PAYEE is entitled to receive distributions immediately upon the establishment of his or her account under Article X. Distributions made to an ALTERNATE PAYEE are reported as taxable income to the ALTERNATE PAYEE. State taxes, if applicable, and Federal taxes will be withheld from any distribution on the ALTERNATE PAYEE'S account based upon the tax withholding elections of the ALTERNATE PAYEE. The ALTERNATE PAYEE may not make any contributions to his or her account but is permitted to designate beneficiaries for the account and to exercise exchanges among the investment options as permitted by the PLAN. Unless otherwise provided in this Article, all other PLAN rules and procedures shall be applicable to the ALTERNATE PAYEE'S account.
- 11.05 The TRUSTEES, EMPLOYER and ADMINISTRATOR, and any member, employee, or agent thereof shall be immune from civil liability for any act or omission while performing duties relating to implementing a DOMESTIC RELATIONS ORDER and for any act or omission of a PARTICIPANT with respect to the PARTICIPANT'S account under the PLAN, including specifically any deferral or investment election or distribution during the period that begins on the day on which the PARTICIPANT'S marriage is terminated by a court and ends on the day on which his or her account is divided pursuant to a DOMESTIC RELATIONS ORDER.

ARTICLE XII

Administration of the PLAN

- 12.01 The TRUSTEES may at any time amend, modify or terminate this PLAN without the consent of the PARTICIPANT (or any BENEFICIARY thereof). All amendments shall become effective of the first day of the calendar month beginning after the date of the amendment. Notice shall be deemed given when the amendment and an explanation of such is posted in the quarterly newsletter that is distributed to all PARTICIPANTS and BENEFICIARIES along with the quarterly statement of account. No amendment shall deprive the PARTICIPANT of any of the benefits to which he is entitled under this PLAN with respect to deferred amounts credited to his account before the effective date of the amendment. If the PLAN is curtailed, terminated, or the acceptance of additional deferred amounts suspended permanently, the ADMINISTRATOR shall nonetheless be responsible for the supervision of the payment of benefits resulting from amounts deferred before the amendment, modification, or termination in accordance with Article XI hereof.
- 12.02 The TRUSTEES may at any time establish, amend or terminate rules, procedures or policies necessary in their judgment for the effective administration of the PLAN.
- 12.03 Any companies that may issue any policies, contracts, or other forms of investment media adopted by the TRUSTEES or specified by the

PARTICIPANT, do not have rights under this PLAN. All assets invested with these companies are held on behalf of PARTICIPANTS and their BENEFICIARIES.

- 12.04 Participation in this PLAN by the EMPLOYEE shall not be construed to give a contract of employment to the PARTICIPANT, or to alter or amend an existing employment contract of the PARTICIPANT, nor shall participation in this PLAN be construed as affording to the PARTICIPANT any representation or guarantee regarding his continued employment.
- 12.05 The TRUSTEES, the EMPLOYER, and the ADMINISTRATOR do not represent or guarantee that any particular Federal or State income, payroll, personal property, or other tax consequences will occur because of the PARTICIPANT'S participation in this PLAN. The PARTICIPANT is obligated to consult with his own tax representative regarding all questions of Federal or State income, payroll, personal property, or other tax consequences arising from participation in this PLAN.
- 12.06 As authorized by the TRUSTEES, the ADMINISTRATOR shall have the power to appoint agents to act for the ADMINISTRATOR and in the administration of this PLAN.
- 12.07 Whenever used herein, the masculine gender shall include the feminine and the singular shall include the plural unless the provisions of the PLAN specifically require a different construction.
- 12.08 The laws of the State of Wisconsin and Section 457 of the Internal Revenue Code shall apply in determining the construction and validity of this PLAN.
- 12.09 The rights of PARTICIPANTS and their BENEFICIARIES under this PLAN shall not be subject to the rights of creditors of the PARTICIPANT or any BENEFICIARY, and shall be exempt from the execution, attachment, prior assignment, or any other judicial relief or order for the benefit of creditors or other third persons.
- 12.10 It is agreed that neither the PARTICIPANT nor his BENEFICIARY nor any other designee shall have the right to commute, sell, assign, transfer, or otherwise convey or receive any payments hereunder which payments and right thereto are expressly declared to be non-assignable and non-transferable.
- 12.11 This PLAN, and any properly adopted amendments, shall constitute the total agreement or contract between the EMPLOYER and the PARTICIPANT

regarding the PLAN. No oral statement to the contrary regarding the PLAN may be relied upon by the PARTICIPANT.

- 12.12 This PLAN and any properly adopted amendments, shall be binding on the parties hereto and their respective heirs, administrators, trustees, successors, and assignees and on all BENEFICIARIES of the PARTICIPANT.
- 12.13 The ADMINISTRATOR shall establish and follow a formal complaint procedure that includes an appeal to the Wisconsin Deferred Compensation Board. A copy of the written complaint procedure shall be provided to the PARTICIPANT upon request. The PARTICIPANT has the right to exercise the formal complaint procedure up to and including the formal appeal process under Wisconsin Statute 40.80(g) and Wisconsin Administrative Code, Chapter ETF 11.

ARTICLE XIII

Notice to ALL PARTICIPANTS to Read These Provisions Providing Board Powers and Absolute Safeguards of the Employer and Trustees.

- 13.01 The EMPLOYER, the TRUSTEES or their authorized agent, the ADMINISTRATOR, is authorized to resolve any questions of fact necessary to decide the PARTICIPANT'S rights under this PLAN unless reversed on appeal under Section 12.12.
- 13.02 The EMPLOYER, the TRUSTEES or their authorized agent, the ADMINISTRATOR, shall be authorized to construe the PLAN and to resolve any ambiguity in the PLAN and to apply reasonable and fair procedures for the administration of the PLAN.
- 13.03 The PARTICIPANT specifically agrees not to seek recovery against the EMPLOYER, the TRUSTEES, the ADMINISTRATOR, or any other employee, contractee, or agent of the EMPLOYER, TRUSTEES, or ADMINISTRATOR, or any endorser of any loss sustained by the PARTICIPANT or his BENEFICIARY, for the non-performance of their duties, negligence, or any other misconduct of the above named persons except that this paragraph shall not excuse fraud or wrongful taking by any person.
- 13.04 The EMPLOYER, the TRUSTEES, or their agents including the ADMINISTRATOR, if in doubt concerning the correctness of their action in making a payment of benefit, may suspend the payment until satisfied as to the correctness of the payment or the person to receive the payment or allow the filing in any State Court of competent jurisdiction, a suit in such form as they consider appropriate for a legal determination of the benefits to be paid out and the person to receive them.

13.05 The EMPLOYER, the TRUSTEES, and their agents including the ADMINISTRATOR, are hereby held harmless from all court costs and all claims for the attorney's fees arising from any action brought by the PARTICIPANT or any BENEFICIARY thereof under this PLAN or to enforce his rights under the PLAN, including any amendments hereof.

13.06 The ADMINISTRATOR shall not be required to participate in any litigation concerning the PLAN except upon written demand from the EMPLOYER or TRUSTEES. The ADMINISTRATOR may compromise, adjust or effect settlement of litigation when specifically instructed to do so by the EMPLOYER or TRUSTEES.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated PLAN this _____ day of _____, 2004.

Edward Main, Chairman
State of Wisconsin Deferred Compensation Board

Witnessed By:
