

SECTION 1

DEFINITION OF TERMS USED

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 Academic Enrichment Fund. Salary for a Participant derived from funds generated from the faculty practice plans of a College.

1.2 Account. The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.3 Account Balance. The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to each Participant's Account under all Accounts, including the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in Code Section 414(p)(8)).

1.4 Administrator. Shall mean the Plan Committee.

1.5 Annual Additions. The sum of the following amounts credited to a Participant's Account for any Limitation Year:

(a) Employer contributions (as defined in Treasury Regulation Sections 1.415(c)-1(b)(2).

(b) Forfeitures;

(c) Amounts allocated to an individual medical account (as defined in Code Section 415(l)(2)) that is part of a pension or annuity plan maintained by the Employer and amounts derived from contributions paid or accrued that are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code Section 419A(d)(3)) under a welfare benefit fund (as defined in Code Section 419(e)) maintained by the Employer; and

(d) Allocations under a simplified employee pension ('SEP').

Notwithstanding the foregoing, Annual Additions do not include (1) the direct transfer of a benefit or employee contributions from a qualified plan to a defined contribution plan; or (2) reinvestments of dividends of employer securities under an employee stock ownership plan.

1.6 Annuity Contract. A nontransferable contract as defined in Code Section 403(b)(1), established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides and that includes payment in the form of an annuity.

1.7 Beneficiary. The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.8 Center. The J. Hillis Miller Health Center.

1.9 College. The individual colleges of the University of Florida which, as set forth in Florida Statutes Section 1004.41, comprise the Center.

1.10 Code. The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.11 Compensation. Compensation paid to the Participant by the Academic Enrichment Fund in the form of Academic Enrichment Fund salary or regular variable compensation for the Plan Year, which is reportable in Box 1 of a Participant's Form W-2 or which would be so reportable but for a compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code. In no instance shall the Compensation of the Participant for any Plan Year considered under this Plan exceed the limitation of Code Section 401(a)(17) (as indexed by the Internal Revenue Service at the same time and manner as Code Section 415(d)).

1.12 Custodial Account. The group or individual custodial account or accounts, as defined in Code Section 403(b)(7), established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.13 Disabled. The definition of disability provided in the applicable Individual Agreement.

1.14 Effective Date. The effective date of this restatement is January 1, 2009.

1.15 Eligible Employee. Any Employee of the Employer who receives Compensation from the Academic Enrichment Fund. A Leased Employee is not considered an Eligible Employee under the Plan.

1.16 Employee. Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public education institution as an employee of the Employer. This definition is not applicable unless the employee's Compensation for performing services for a public educational institution is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services

for a public education institution unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.17 Employer. Each College and any other Related Employer that elects to adopt the Plan for its Employees pursuant to Section 11.11.

1.18 Employer Contributions. Contributions to the Plan by an Employer pursuant to Section 2.4.

1.19 Employer Contributions Account. The account established pursuant to Section 3.1 to which each Participant's Employer Contributions are allocated.

1.20 Frozen Vendor. A Vendor which has received Employer Contributions from the Employer and maintains an Account but which is no longer permitted to receive Employer Contributions under the Plan.

1.21 Funding Vehicles. The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.22 Includible Compensation. 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 \$230,000 (or such higher maximum as may apply under Code Section 401(a)(17)) and increased (up to the dollar maximum) by any compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b). The amount of Includible Compensation is determined without regard to any community property laws.

1.23 Individual Agreement. The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.24 Leased Employee.

(a) Any person who is not a common law employee of the Center or an Related Employer and provides services to the Center or Related Employer if:

(i) such services are provided pursuant to an agreement between the Center or Related Employer and any other person;

(ii) such person has performed such services for the Center on a substantially full-time basis for a period of at least one year; and

(iii) such services are performed under the primary direction or control of the Center or Related Employer.

(b) Contributions or benefits provided a Leased Employee by the leasing organization, which are attributable to services performed for the recipient Employer, shall be treated as provided by the recipient Employer.

(c) For purposes of this Plan, a Leased Employee shall be considered an Employee unless: (i) such Employee is covered by a money purchase pension plan providing: (A) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the Employee's gross income under Code Section 125, 132(f), 402(e)(3), 402(h)(1)(B) or 403(b); (B) immediate participation; and (C) full and immediate vesting; and (ii) Leased Employees do not constitute more than 20 percent of the recipient Employer's "non-highly compensated workforce," as defined in Code Section 414(n)(5).

1.25 Limitation Year. The Plan Year.

1.26 Participant. An individual for whom contributions permitted herein are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire Account Balance under the Plan.

1.27 Participating Related Employer. Any Related Employer that adopts and has not terminated participation in, or withdrawn from, the Plan in the manner provided herein.

1.28 Plan. The J. Hillis Miller Health Center 403(b) Plan, as it may be amended from time to time.

1.29 Plan Committee. The committee named by the Vice President for Health Affairs (or his delegee) which administers the Plan.

1.30 Plan Year. The twelve consecutive month period beginning on July 1 and ending on the following June 30.

1.31 Related Employer. Any corporation which is a member of a "controlled group of corporations" (as that term is defined in Code Section 414(b)) of which the Center or the College is a member, and any trade or business under "common control" (as that term is defined in Code Section 414(c)) with the Center or the College or any organization which is a member of the same affiliated service group (as that term is defined in Code Section 414(m)) with the Center or the College. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654. In identifying any "Related Employer" for purposes of the limits under Code Section 415, the definitions and rules in Code Sections 415(b) and (c) shall be modified as provided in Code Section 415(h).

1.32 Severance from Employment. For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Employer. However, a Severance from Employment also occurs on any date on which an Employee ceases

to be an employee of a public education institution, even though the Employee may continue to be employed by an Related Employer that is another unit of the State or local government that is not a public education institution or in a capacity that is not employment with a public education institution (e.g., ceasing to be an employee performing services for a public education institution but continuing to work for the same State or local government employer).

1.33 Vendor. The provider of an Annuity Contract or Custodial Account, or any organization expressly authorized by such provider to act on their behalf under this Plan. Such term shall include, where appropriate, a Frozen Vendor.

1.34 Valuation Date. Each business day of the Plan Year.

SECTION 2 PARTICIPATION AND CONTRIBUTIONS

2.1. Eligibility. Each Employee shall be eligible to participate in the Plan and to have contributions made on his or her behalf hereunder immediately upon becoming an Eligible Employee.

2.2. Information Provided by the Employee. Each Employee enrolling in the Plan should provide to the Employer (for delivery to the Administrator) at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.3. Termination of Participation. A Participant shall cease to be a Participant as of the date his or her benefits are determined for distribution to the Participant or, if earlier, on the date of the Participant's death.

2.4. Employer Contributions.

(a) With respect to each Plan Year, the Employer shall contribute on behalf of each eligible Participant a percentage of the Participant's Compensation from the Academic Enrichment Fund, equal to the contribution percentage given under the State of Florida's Optional Retirement Program ("ORP"); provided, however, such contribution shall only be made with respect to any amount of Includible Compensation which, after being aggregated with any other compensation paid by the Employer or a Related Employer and for which contributions have been made to the ORP, as does not exceed the compensation limit of Code Section 401(a)(17), as adjusted from time to time. The Employer's Contribution shall be allocated to Participants eligible for a contribution pursuant to Section 3.2.

(b) Employer Contributions shall at all times be fully vested.

(c) Employer Contributions shall be allocated to a Participant's Employer Contribution Account.

(d) Employer Contributions with respect to each Plan Year shall be made no later than the time prescribed by law for such Employer to obtain a federal income tax deduction for the Plan Year for which such contribution is made.

2.5. Participant Contributions. Participant Contributions are not permitted under the Plan.

SECTION 3 ACCOUNTS AND ALLOCATIONS

3.1 Accounts.

(a) Each Participant shall have an Employer Contributions Account to which his or her share of Employer Contributions shall be allocated.

(b) Each Participant shall have a Rollover Account to which his Rollover Contributions, if any, may be allocated.

3.2 Allocation of Employer Contributions. As of the last day of each Plan Year (or such other time as the Plan Committee may agree upon), the Employer Contribution for such Plan Year shall be allocated to each Participant who is receiving Compensation from the Center or a Related Employer.

3.3 Valuation of Accounts. As of each Valuation Date, each Participant's Accounts shall be valued at fair market value, with earnings and losses allocated to each Participant's Accounts in the manner provided by the applicable Funding Vehicle.

3.4 Limitations on Allocations.

(a) The Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year shall not exceed the lesser of:

(i) \$49,000, as adjusted for increases in the cost-of-living under Code Section 415(d); or

(ii) 100% of the Participant's Limitation Compensation for the Limitation Year; provided, however, that the compensation limit in this Section 3.4(a)(ii) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code Section 401(h) or 419A(f)(2)), which is otherwise treated as an Annual Addition.

(b) If a Participant's Annual Additions in any Limitation Year exceed the limits set forth in Section 3.4, then such excess Annual Additions should be corrected through the Employee Plans Compliance Resolutions System or such other correction method allowed by statute, regulations or regulatory authorities.

(c) In the event the Plan is terminated on a date other than the last day of the Plan Year, the Limitation Year shall become a short Limitation Year beginning on the first day of the Plan Year immediately prior to the date of termination and ending on the date of termination. In addition, the applicable dollar limitation for Annual Additions set forth in Section 3.4(a)(i) shall be equal to the applicable dollar limitation for that

Limitation Year multiplied by a fraction, the numerator of which is the number of months (including any fractional parts of a month) in the short Limitation Year and the denominator of which is twelve (12)).

3.5 Vesting. A Participant's Accounts are always fully vested and nonforfeitable.

SECTION 4 LOANS

4.1 Loans. All Vendors shall offer the availability of loans as a condition of participation under the Plan.

4.2 Information Coordination Concerning Loans. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator may contract with one or more third parties to coordinate and administer the information pertaining to each Participant in order to comply with the provisions of this Section 4 and all applicable Treasury Regulations pertaining to loans from the Plan.

4.3 Maximum Loan Amount. No loan to a Participant under the Plan may exceed the lesser of:

(a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one-half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

4.4 Loan Repayments for Participants in Military Service. Notwithstanding any other provision of the Plan or any Annuity Contract or Custodial Account, loan repayments by eligible uniformed services personnel may be suspended as permitted under Code Section

414(u)(4) and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

SECTION 5

BENEFIT DISTRIBUTIONS

5.1 Benefit Distributions at Severance from Employment or Other Distribution Event. Except as permitted under Section 5.4 (relating to withdrawals of amounts rolled over into the Plan) or Section 8.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

5.2 Small Account Balances. The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and any such distribution shall comply with the requirements of Code Section 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

5.3 Minimum Distributions. Each Individual Agreement shall comply with the minimum distribution requirements of Code Section 401(a)(9) and the regulations thereunder. For purposes of applying the distribution rules of Code Section 401(a)(9), each Individual Agreement is treated as an individual retirement account ("IRA") and distributions shall be made in accordance with the provisions of Treasury Regulation Section 1.408-8, except as provided in Treasury Regulation Section 1.403(b)-6(e).

5.4 In-Service Distributions from Rollover Account. If the Funding Vehicle in which a Participant's Account is invested maintains a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may, at any time, elect to receive a distribution of all, or any portion, of the amount held in the rollover account.

5.5 Rollover Distributions.

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Code Section 414(p)) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Code Section 402(c)(4)) from the Plan paid directly to an eligible retirement plan (as defined in Code Section 402(c)(8)(B)) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity ("IRA") that has

been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code Section 408(d)(3)(C)).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.