


 MASSACHUSETTS HOSPITAL ASSOCIATION  
 2009 AUG 18 PM 6:49

EBSA/PUBLIC DISCLOSURE

August 18, 2009

Top Hat Plan Exemption  
 Pension and Welfare Benefits Administration  
 Room N-1513  
 U.S. Department of Labor  
 200 Constitution Avenue NW.  
 Washington, DC 20210

Dear Sir or Madame:

This statement is filed under DOL Regulations § 2520.104-23.

Employer: Massachusetts Hospital Association, Inc.

Address: Five New England Executive Park  
 Burlington, MA 01803-5096

Employer ID  
 Number: 04-2106700

Please find the attached plan document for a new employee participating in the 457(b) Deferred Income Plan. She was eligible as of June 2, 2009. We have already submitted plan documents for all other participating employees. The sum of all participating employees includes: 1 person in an Executive Retirement Plan, 1 person participating in a Deferred Compensation plan, and 6 people participating in a 457(b) Deferred Income Plan. These are a select group of management or highly compensated employees:

Plan	Number of Participants
Executive Retirement Plan	1
Deferred Compensation Plan	1
457(b) Deferred Income Plan	6

Sincerely,

Michael F. Curren  
 Senior Vice President, Operations

Christine Baratta-Senior Vice President, Marketing and Communications

**MASSACHUSETTS HOSPITAL ASSOCIATION  
QUALIFIED 457(b) DEFERRED INCOME PLAN  
FOR  
Christine Baratta  
Effective June 2, 2009**

**MASSACHUSETTS HOSPITAL ASSOCIATION  
QUALIFIED 457(b) DEFERRED INCOME PLAN  
FOR CHRISTINE BARATTA**

1. Background.

1.1 Adoption. This Qualified 457(b) Deferred Income Plan for Christine Baratta (the "Participant") is hereby adopted as set forth in the following pages, effective June 2, 2009, by The Massachusetts Hospital Association, Inc. (the "Employer").

1.2 Purposes of the Plan. The Participant is the Senior Vice President, Marketing and Communications and wishes to be assured that she will be entitled to a certain amount of additional compensation on account of her service for the Employer, as specified in this Plan. The Employer recognizes the value of the services performed and to be performed by the Participant and, wanting to encourage her continued employment, hereby specifies the terms and conditions upon which it will pay such deferred additional compensation to the Participant.

1.3 Restricted Coverage. The Employer and the Participant recognize and agree that the Participant is a member of a select group of management or highly compensated employees of the Employer for all purposes under ERISA, and that the Participant's position with the Employer allows her to have a significant effect on the Employer's results of operations by the performance of services of major importance in the management, operation and development of the Employer's business.

1.4 Benefits Unfunded. The Employer and the Participant recognize and agree that the benefits provided under the Plan are unfunded for purposes of (a) Title I of ERISA and (b) taxation of benefits pursuant to the Code.

1.5 Plan Intended to Be a Section 457(b) Plan. The Employer and the Participant recognize and agree that this Plan is intended to be an "eligible deferred compensation plan" for purposes of Code Section 457(b) and for purposes of the exemption of such plans from the provisions of Code Section 409A (pursuant to Code Section 409A(d)(2)(B)), and that the benefits provided under the Plan are therefore intended to meet all applicable requirements of

Code Section 457, other than Subsections (f) and (g) of that Section. Any ambiguities in this Plan shall be construed to effect the intent of this subsection.

2. Definitions. Unless otherwise defined in this Plan or the context otherwise requires, the following terms shall have the meaning specified below:

2.1 “Administrative Committee” means the person or persons designated from time to time pursuant to Section 7 to administer the Plan.

2.2 “Allocation” means the amount credited to the Participant’s Benefit Account for any Benefit Year pursuant to Section 4.

2.3 “Benefit Account” means the bookkeeping account maintained by the Employer for the Participant pursuant to Section 5.

2.4 “Benefit Year” means each calendar year beginning on or after the Effective Date and prior to the Participant’s Separation from Service.

2.5 “Board” means the Board of Trustees of the Employer.

2.6 “Cause” means the Participant’s willful misconduct or gross negligence in connection with her employment with the Employer or the commission of any illegal act, which misconduct or illegal act is determined by the Association’s Chief Executive Officer to materially and adversely reflect upon the business affairs, reputation, public or employee relations of the Employer or any member of the Employer Group, or to materially and adversely affect the Participant’s ability to perform her duties to the Employer; provided, that such determination shall be made only after formal notice to the Participant and reasonable opportunity be heard, with counsel present, and provided further that such determination shall be subject to the claims review procedures of Sections 9.3 and 9.4 of this Plan.

2.7 “Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

2.8 “Competition” means violating the following non-competition and/or non-disclosure covenants.

2.8.1 Non-Competition Covenant. For a period of one year following the Participant's Separation from Service for any reason (but not beyond the Participant's 65<sup>th</sup> birthday), the Participant shall not, directly or indirectly, within the Commonwealth of Massachusetts, engage in activities similar or reasonably related to those in which the Participant engaged during the two years immediately preceding her Separation from Service, or render services similar or reasonably related to those the Participant rendered during such two years, for or to any "Competing Organization." For this purpose, a "Competing Organization" means any one or more of the following:

2.8.1.1 Any payer or insurer of hospital care doing business, or planning to do business, in the Commonwealth of Massachusetts; or

2.8.1.2 Any person or organization that represents or advocates, or that plans to represent or advocate, for or on behalf of any one or more hospitals or payers or insurers of hospital care doing business, or planning to do business, in the Commonwealth of Massachusetts.

2.8.2 Non-Disclosure Covenant. The Participant shall not reveal to any person or entity, or permit to be used, any of the trade secrets or confidential information concerning the business, plans or finances of the Employer or any of its members or customers so far as they have come or may come to the Participant's knowledge, except as may be public through no fault of the Participant, and the Participant shall keep secret all matters entrusted to the Participant and shall not use or attempt to use any such information in any manner which may injure or cause loss directly or indirectly to the Employer or to any of its members or customers.

2.9 “Compensation” means the Participant’s basic salary aggregated over a full Benefit Year (or the portion of any Benefit Year prior to the Participant’s Separation from Service during such Benefit Year), regardless of when such salary is actually paid and without limitation by to Code Section 401(a)(17) or any other similar limit imposed under the Code. Compensation shall include (a) amounts deferred from the Participant’s remuneration under any deferred compensation plan (other than this Plan) and (b) amounts contributed from the Participant’s remuneration under any plan maintained by the Employer pursuant to Code Sections 125, 132(f), 401(k), or 457. Compensation shall not include employer contributions (a) any bonus or other remuneration paid or credited at any time to the Participant in excess of or in addition to the basic salary, (b) any employer contributions to any employee benefit plan (including without limitation to this Plan, any 457(f) Plan, or any other plan maintained on behalf of the Participant) and (c) all benefits provided under any plan.

2.10 “Deferred Income Benefit” means at any time the balance in the Participant’s Benefit Account.

2.11 “Effective Date” means June 2, 2009.

2.12 “Employer” means The Massachusetts Hospital Association, Inc.

2.13 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

2.15 “457(b) Deferral Limit” means (a) in any Benefit Year other than a Catch Up Year (as defined herein), the lesser of (i) the Applicable Dollar Amount (as defined herein) for such Benefit Year and (ii) one hundred percent of the Participant’s Includable Compensation (as defined herein) for such Benefit Year and (b) in any Catch Up Year, the lesser of (i) twice the Applicable Dollar Amount for such Benefit Year and (ii) the sum of (1) the amount determined under clause (a) above for such Benefit Year plus (2) so much of the aggregate amount determined under clause (a) above for all prior Benefit Years as has not previously been used under either clause (a) or this clause (b). For purposes of this subsection, the capitalized terms

used in the preceding definition and not defined elsewhere in this Plan shall have the following meanings: “Applicable Dollar Amount” means for any Benefit Year the amount so defined and provided in Code Section 457(e)(15), including any cost of living adjustment in effect for such year, or under any successor provision of similar effect. “Includable Compensation” means for any Benefit Year all compensation for services performed by the Participant for the Employer which (taking into account the deductions in such Benefit Year that are provided under Code Section 457(b) and other provisions of Chapter 1 of the Code) is currently includable in the Participant’s gross income. The Participant’s “Catch Up Years” mean the final three calendar years before the calendar year in which she attains her Normal Retirement Age.

2.17 “Investment Return” means the amount determined under Subsection 5.3 below as the result of investment of the Participant’s Benefit Account pursuant to Subsection 5.2 below.

2.17 “Plan” means this “Massachusetts Hospital Association Qualified 457(b) Deferred Income Plan for Christine Baratta.”

2.18 “Plan Year” means each calendar year while this Plan is in effect.

2.19 “Normal Retirement Age” means age 65.

2.20 “Participant” means the individual so designated in Section 3.

2.21 “Separation from Service” means the termination of the Participant’s employment with the Employer for any reason, including without limitation her retirement, voluntary or involuntary termination with or without Cause, termination on account of disability, or death. However, for purposes of Subsection 6.2, to the extent of any difference from the foregoing definition, the term Separation from Service shall be interpreted to mean the same as the term “severance from employment” in Code Section 457(d)(1)(A)(ii).

2.22 “Valuation Date” means the date or dates set by the Administrative Committee from time to time for valuing the Participant’s Benefit Account; provided that (a) the last business day of each Plan Year shall be a Valuation Date and (b) until and unless the Administrative Committee, in its sole discretion, decides otherwise, daily valuation of the

Participant's Benefit Account shall be carried out pursuant to the daily-valuation facilities of a service provider retained by the Administrative Committee for this purpose.

3. Participation.

3.1 Sole Participant. Christine Baratta shall be the sole Participant on this Plan.

3.2 Entry Date and Duration of Participation. The Participant shall enter the Plan as of its Effective Date and shall continue to participate until her Separation from Service.

4. Allocations.

4.1 No Contributions Permitted. This Plan is unfunded and the Employer shall not make any contributions hereunder. Furthermore, no contributions by the Participant shall be required or permitted under this Plan. Notwithstanding the foregoing, the Employer shall make such Allocations as are provided for under Subsection 4.2.

4.2 Allocations to Benefit Account. For each Benefit Year beginning on or after the Effective Date and ending with the Benefit Year in which her Separation from Service occurs, the Participant shall receive an Allocation (if any) credited to her Benefit Account equal to the amount (if any) determined for such Benefit Year at the sole discretion of either the Board or (if permitted by the Board) the chief executive officer of the Employer, subject to the limit that no contribution for a Benefit Year shall exceed the lesser of (a) the Participant's 457(b) Deferral Limit for such Benefit Year and (b) except at the sole discretion of the Board, ten percent (10%) of the Participant's Compensation for the Benefit Year.

Any Allocations made pursuant to this section shall be credited to the Participant's Benefit Account as of the date determined at the sole discretion of either the Board or the chief executive officer of the Employer, as the case may be.

4.3 Responsibility for Benefit Payments. Although the Employer will not make any contributions under this Plan, it shall be responsible for paying all Deferred Income Benefits as and when they fall due under the Plan.

5. Maintenance and Investment of Benefit Accounts.

5.1 Maintenance of Benefit Accounts. The Employer shall establish and maintain on its books an unfunded memorandum account for the Participant to reflect the aggregate sum of all Allocations made on the Participant's behalf pursuant to Subsection 4.2 above, as adjusted for the Participant's Investment Return credited on account of the actual or notional investment of such Benefit Account pursuant to Subsection 5.2 below and as reduced by all distributions or forfeitures from the Benefit Account pursuant to Subsections 6.1 or 6.2 below. As of each Valuation Date (including during any applicable noncompete period) and as of the date any portion or all of the Participant's Deferred Income Benefit is payable, the Employer shall credit the Investment Return on the Benefit Account accrued since the immediately preceding crediting of Investment Return.

The Benefit Account shall be utilized solely as a device for the measurement and determination of the amounts to be paid to the Participant under this Plan. The Benefit Account shall not constitute or be treated as a trust fund of any kind.

5.2 Investment of Benefit Account. Except as provided in the following paragraphs, the Participant's Benefit Account shall be invested as the Administrative Committee may designate from time to time after reasonable periodic consultations with the Participant.

Notwithstanding the foregoing, until and unless the Administrative Committee, in its sole discretion, decides otherwise, the Participant may direct the investment of her Benefit Account among a range of investment choices offered by the Administrative Committee, and may change such investment directions at reasonable intervals. While the Participant has the right under the preceding sentence to direct the investment of her Benefit Account, the Administrative Committee shall from time to time (after consultation with the Participant), determine and announce (a) the investment choices and (b) the minimum intervals (and any other reasonable restrictions) for making investment changes. Until and unless the Administrative Committee, in its sole discretion, decides otherwise, all investment directions shall be given through telephone

and/or internet or other electronic facilities made available by a service provider retained by the Administrative Committee for this purpose.

In the sole discretion of the Administrative Committee, investments of the Participant's Benefit Account under this Subsection 5.2 may be either actual or notional.

Neither the Employer, the Board or its Executive Compensation Committee or the Administrative Committee nor any member of the Board or of any such Committee or any agent, employee or advisor of the Employer or of any such Committee shall be liable for any decrease (or for the failure to obtain any particular amount of increase) in the Participant's Benefit Account as a result of the performance or lack thereof of any investments made pursuant to this Plan.

5.3 Determination of the Investment Return. The Investment Return shall be the amount necessary to increase or decrease the Participant's Benefit Account by the investment income, gains and losses and the direct investment expenses (including without limitation any sales and surrender charges, brokerage fees and advisory fees) resulting from (or that would have resulted from) the actual or notional investments made for the Benefit Account pursuant to Subsection 5.2.

5.4 Statement of Account. The Employer shall provide to the Participant, within 120 days after the close of each Plan Year, a statement in such form as the Administrative Committee selects setting forth the balance in the Participant's Benefit Account for the Plan Year just ended.

## 6. Vesting and Payment of Benefits.

6.1 Vesting. Except upon a Separation from Service for Cause or upon Competition with the Employer, the Participant shall be fully vested at all times in her Benefit Account under this Plan. If the Participant's Separation from Service is for Cause or if she is in Competition with the Employer at any time that is covered by the Competition provisions of this Plan, the Participant's entire Account Balance will be forfeited. Furthermore, in the case of any

Competition that follows the Participant's Separation from Service for any reason, the Participant shall repay to the Employer any Deferred Income Benefit previously received under this Plan.

6.2 Payment.

(a) General Rules. Except as provided or permitted below and in the following paragraphs of this Subsection 6.2, the Participant's Deferred Income Benefit shall be paid in one lump sum as soon as administratively convenient following the later of (i) the Participant's attainment of her Normal Retirement Age and (ii) the earlier of (1) the first day of the calendar year in which the Participant attains age 70½ and (2) the date of the Participant's Separation from Service. All payments made from the Plan shall be subject to withholding for applicable taxes pursuant to Subsection 10.5. Notwithstanding the foregoing, any Deferred Income Benefit that has not been paid prior to the Participant's death (regardless of her age at death) shall be paid as soon as administratively convenient following the Participant's death in one lump sum to the applicable recipient or recipients determined under Subsection 10.6.

(b) Exceptions. Subject to the limitations of paragraph (c) below, the Participant shall have the right to elect (i) to defer payment of some or all of her Deferred Income Benefit beyond the applicable time specified in paragraph (a) above and/or (ii) to take payment of some or all of her Deferred Income Benefit in not fewer than two and not more than fifteen substantially equal annual installments; provided however, that no deferral of any amount less than \$50,000 shall be permitted and no period of installment payments shall be permitted that the

Administrative Committee determines would be reasonably likely to result in annual installment payments of less than \$10,000 each. Any Deferred Income Benefit paid in annual installments shall begin in January of the year following the year in which payment in a lump sum would be made under either paragraph (a) above or this paragraph and shall continue in each successive January until the Benefit is fully paid out. The amount of each installment payment made under the Plan shall be equal to the balance in the Participant's Benefit Account as of the last Valuation Date prior to the payment divided by the number of remaining installments; provided that (I) no installment may exceed the Benefit Account balance on the date of payment of such installment and (II) the final scheduled installment shall equal the entire remaining balance of the Participant's Benefit Account. Any election permitted under this paragraph shall be made in accordance with and governed by the provisions of Code Section 457(e)(9)(B) and any regulations thereunder, including the limitation that only one such election may be made. Subject to the above, the election:

- (i) shall specify all of the following applicable information—(1) the portion or portions of her Deferred Income Benefit that the Participant is electing to defer and/or to receive in annual installments, (2) the deferred payment date elected for any portion and (3) the number of installments elected for any portion;
- (ii) shall be in writing on a form provided or approved by the Administrative Committee;
- (iii) must be received by the Administrative Committee or its designee before the date announced by the Committee for payment of the

Participant's Deferred Income Benefit pursuant to Paragraph (a) above; and

(iv) will become irrevocable on the deadline date described in (iii) above, except if (and to the extent that) after such deadline date and prior to the deferred payment date elected by the Participant, she is faced with an unforeseeable emergency within the meaning of such term in Code Section 457(d)(1)(A)(iii) and as determined by the Administrative Committee in the manner prescribed by applicable regulations issued pursuant to such Code section.

(c) Minimum Distribution Requirements. Notwithstanding any other provisions of this Subsection 6.2, all distributions from this Plan shall begin no later than the latest date permitted, and shall continue at least as fast as the minimum rate required under Code Section 401(a)(9) and any regulations thereunder, as applied pursuant to Code Section 457(d)(2).

## 7. Plan Administration.

7.1 Administrative Committee. The Plan shall be administered by an Administrative Committee consisting solely of the Association's Chief Executive Officer; provided that at any time and from time to time, the Executive Compensation Committee of the Board shall have the authority to appoint additional or different members to the Administrative Committee, to serve at the pleasure of the Executive Compensation Committee. At any time that it has more than one member, the Administrative Committee shall act by majority decision of its members; provided that any one or more members may act singly to perform any ministerial act on behalf of the Committee. The Committee shall have responsibility for the operation and administration of the Plan and shall have the power and authority to adopt, interpret, alter, amend or revoke all forms, rules and regulations necessary to administer the Plan, to interpret all provisions of the Plan and

determine all questions of eligibility for participation in and benefits under the Plan and all other issues of administration, and to employ such outside professionals as may be required for prudent administration of the Plan. The Administrative Committee shall also have the authority to enter into agreements on behalf of the Employer as necessary to implement this Plan.

7.2 Indemnification. The Employer shall indemnify and save harmless any individual acting as a member of the Administrative Committee or in any other fiduciary capacity from, against, for and in respect of any and all damages, losses, obligations, liabilities, liens, deficiencies, attorneys' fees, costs and expenses incident to the performance of such person's duties unless resulting from the gross negligence, willful misconduct, or lack of good faith of such individual. Such indemnification shall apply to any such individual even though at the time liability is imposed the individual was no longer acting in a fiduciary capacity or as a member of the Administrative Committee.

7.3 Actions of the Administrative Committee. All determinations, interpretations, rules, and decisions of the Administrative Committee shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

7.4 Delegation. The Administrative Committee shall have the power to delegate specific duties and responsibilities to officers or other employees of the Employer or other individuals or entities. Any delegation by the Administrative Committee may allow further delegations by the individual or entity to whom the delegation is made. The Administrative Committee at any time may rescind any delegation. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for the exercise of such duty or responsibility and shall not be responsible for any act or failure to act of any other person or entity.

7.5 Reports and Records. The Administrative Committee and those to whom the Committee has delegated duties under the Plan shall keep records of all their proceedings and

actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

7.6 Expenses. Except as otherwise provided in this Plan, the Employer shall pay all expenses incurred in connection with the administration and maintenance of this Plan.

8. Amendment and Termination.

8.1 Amendment. Except to maintain the tax qualification of this Plan pursuant to Code Section 457(b) and to comply with any other applicable laws and regulations (including without limitation, ERISA), no amendment that would materially impair the Participant's rights or materially reduce her benefits under this Plan shall be made at any time except by the mutual written action of the Employer and the Participant.

8.2 Termination. This Plan may only be terminated by the mutual written action of the Employer and the Participant.

9. Determination of Benefits and Claims Procedure.

9.1 Claim. A person who believes that he or she is being denied a benefit to which he or she is entitled under the Plan (hereinafter referred to as a "Claimant") may file a written request for such benefit with the Employer, setting forth his or her claim. The request must be addressed to the Administrative Committee in care of the Employer at its then principal place of business.

9.2 Decision on Claim. Upon receipt of a claim, the Administrative Committee shall advise the Claimant that a reply will be forthcoming within 90 days and shall, in fact, deliver such reply within such period. The Administrative Committee may, however, extend the reply period for an additional 90 days for a reasonable cause.

If the claim is denied in whole or in part, the Administrative Committee shall adopt a written opinion, using language calculated to be understood by the Claimant, setting forth:

- (a) The specific reason or reasons for such denial;
- (b) The specific reference to pertinent provisions of the Plan on which such denial is based;
- (c) A description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or such information is necessary;
- (d) Appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and
- (e) The time limits for requesting a review and for completing any such review.

9.3 Request for Review. Within 60 days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Executive Compensation Committee of the Board review the determination of the Administrative Committee. Such request must be addressed to the Chairman of the Executive Compensation Committee, at the Employer's then principal place of business. The Claimant or his or her duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by the Executive Compensation Committee. If the Claimant does not request a review of the Administrative Committee's determination by the Executive Compensation Committee within such 60-day period, he or she shall be barred and estopped from challenging the Administrative Committee's determination.

9.4 Review of Decisions. Within 60 days after receipt of a request for review, the Executive Compensation Committee of the Board shall review the Administrative Committee's determination. After considering all materials presented by the Claimant, the Executive Compensation Committee shall render an opinion, written in a manner calculated to be understood by the Claimant, setting forth the specific reasons for its decision and containing specific references to the pertinent provisions of the Plan on which the decision is based. If special circumstances require that the 60-day time period be extended, the Executive

Compensation Committee shall so notify the Claimant and shall render the decision as soon as possible, but not later than 120 days after receipt of the request for review. The Executive Compensation Committee's good-faith decision on such review shall be final.

10. Miscellaneous.

10.1 Limitations of Rights; Employment Relationship. Neither the establishment of this Plan nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving the Participant or any other person any legal or equitable right against the Employer except as provided in this Plan. In no event shall the terms of employment of the Participant be modified or in any way be affected by the Plan except as specifically provided for in this document, as from time to time amended.

10.2 Ownership of Assets. All amounts allocated under this Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property or rights shall remain (until made available to the Participant) solely the property and rights of the Employer (without being restricted to the provision of benefits under this Plan) and shall be subject to the claims of the general creditors of the Employer. No trust is created under this Plan and it is not otherwise funded in any manner. The Participant shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Employer or any Benefit Account maintained under the Plan prior to the time such assets are distributed to her or on her behalf, and all rights created under the Plan shall be mere unsecured contractual rights.

10.3 Non-Assignability of Benefits. The Participant shall have no power or right to transfer, assign, anticipate, hypothecate or otherwise encumber any part or all of the amounts payable hereunder, which are expressly declared to be nonassignable and non-transferable. Any such attempted assignment or transfer shall be void. No amount payable under the Plan shall, prior to actual payment thereof, be subject to seizure by any creditor of the Participant for the payment of any debt, judgment or other obligation, by a proceeding at law or in equity, or be transferable by operation of law in the event of the bankruptcy, insolvency, death or (except to

the extent required pursuant to a valid domestic relations order issued under any applicable state domestic relations law) divorce of the Participant.

10.4 Facility of Payments. In the event that the Administrative Committee shall determine that any person to whom a benefit is payable under the Plan is unable to care for her or her affairs because of illness or accident, or is otherwise mentally or physically incompetent, or unable to give a valid receipt, or (except to the extent Subsection 10.6 applies) in the event that such person has died before payment has been made, the Committee may cause the payment becoming due to be paid to the person's spouse, child, grandchild, parent, brother or sister, or estate, or to any appropriate individual, trust or estate appointed by a court of competent jurisdiction, or to any person deemed by the committee to have incurred expense for such person otherwise entitled to payment.

10.5 Obligations to Withhold and Pay Taxes. The Participant or other recipient of benefits under the Plan shall be liable for all tax obligations, if any, with respect to any sum received pursuant to the Plan and for accurately reporting and paying in full all such taxes to the appropriate federal, state and local authorities. The Employer shall have the right to deduct and withhold from any payment due under the Plan or from other amounts owed to or with respect to the Participant all withholding taxes and other amounts required by law.

10.6 Payments Following the Participant's Death. Any amounts of Deferred Income Benefit that are payable following the Participant's death shall be paid in accordance with any applicable written instructions received by the Administrative Committee (on a form provided or approved by the committee) from the Participant prior to her death. If more than one such form or set of instructions has been received by the Administrative Committee prior to the Participant's death, the last one received shall govern. If no such form or set of instructions has been received by the Administrative Committee prior to the Participant's death (or if the committee determines in its good-faith judgment that any applicable instructions will be

impossible or unduly burdensome to carry out), any amounts due shall be paid to the Participant's estate.

10.7 Representations. The Employer makes no representation or guarantee that any particular federal or state income, payroll, personal property or other tax consequence will result from participation in this Plan. The Participant should consult with professional tax advisors to determine the tax consequences of her participation.

10.8 Assignment to Successor. The Employer shall assign its rights and obligations under this Plan to any successor organization resulting from a merger, acquisition or affiliation involving the Employer, or resulting from a sale of substantially all of the Employer's assets. Such an assignment shall not be considered to be a termination of the Plan by the Employer, nor shall it be considered to be a Separation from Service by the Participant so long as the Participant continues as an employee of the successor organization.

10.9 Severability. If a court of competent jurisdiction holds any provision of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

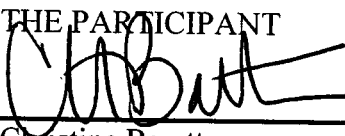
10.10 Applicable Law. This Plan shall be governed by and construed in accordance with applicable federal law and, to the extent not preempted by such federal law, the internal substantive laws of the Commonwealth of Massachusetts applicable to contracts that are made and to be wholly performed in such Commonwealth, and without resort to the conflicts-of-laws rules of such Commonwealth.

IN WITNESS WHEREOF, the Participant has executed this Plan under seal and the Employer has caused this Plan to be executed under seal by its duly authorized representative this 2nd day of June, 2009.

THE MASSACHUSETTS HOSPITAL  
ASSOCIATION, INC.

By:   
President and CEO

THE PARTICIPANT

  
Christine Baratta

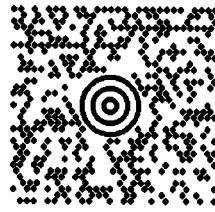
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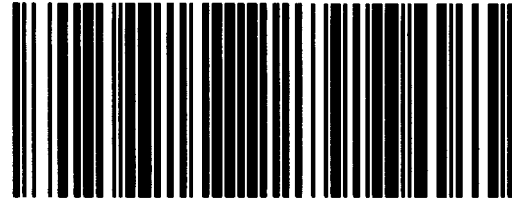


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