

**SUMMARY PLAN DESCRIPTION FOR
WEINBRENNER SHOE COMPANY, INC.
SALARIED EMPLOYEES' SAVINGS PLAN**

August 1995

Incorporating changes made since
January 1, 1989

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INTRODUCTION

Weinbrenner Shoe Company, Inc. (the "Company") maintains the Weinbrenner Shoe Company, Inc. Salaried Employees' Savings Plan (the "Plan") to benefit certain of its employees and their beneficiaries. The Plan was effective January 29, 1988. Social security, which provides a source of income for retirement, is not designed to meet all of your retirement needs. Personal savings will play a vital role in determining the quality of your retirement life. This Plan is intended to help you save for your retirement.

The Plan is a complex legal document. This booklet, referred to as the "Summary Plan Description," explains the principal provisions and features of the Plan, as in effect on August 1, 1995. This booklet cannot modify the terms of the formal Plan document. In the event of inconsistencies between this booklet and the Plan document, the formal Plan document will control. You may inspect a copy of the Plan document at your Company's office.

You should read this booklet carefully. The Plan could become an important source of retirement income for you, and you should understand what you must do to receive payments from the Plan. You should also understand the benefits available to your spouse or beneficiary in the event of your death.

This booklet is not intended to provide you with tax advice regarding your benefits under the Plan. The tax laws regarding your benefits are complex. You should consult with an attorney or tax advisor if you have any questions regarding the taxation of your benefits.

ELIGIBILITY AND PARTICIPATION

1. Who is eligible to participate in the Plan?

You are eligible to become a participant in the Plan if you are employed by the Company and are not:

- a member of a collective bargaining unit whose retirement benefits were a subject of good faith bargaining with the Company;
- an employee normally scheduled to work less than six months during a Plan Year;
- an employee of the Company who is categorized as a retail store clerk;
- a custodial employee;
- a leased employee; or
- a nonresident alien who receives no earned income from a source within the United States.

2. If I am eligible, what requirements must I meet to participate in the Plan?

First you need to understand the concept of "Hour of Service" as discussed in this booklet. You are credited with an "Hour of Service" for each hour you are directly or indirectly paid or entitled to be paid by the Company, whether or not for the performance of duties. For example, in addition to regular time and overtime hours you work, you are credited with Hours of Service for paid vacation, sick days or jury duty. However, no Hours of Service are credited for payment applicable to Worker's Compensation, unemployment, or disability laws.

You satisfy the participation requirements of the Plan after you complete one year of eligibility service. You are credited with a year of eligibility service after you accumulate at least 1,000 Hours of Service during your first 12 months of employment. If you do not accumulate 1,000 Hours of Service during this 12-month period, you will be credited with a year of eligibility service at the end of any Plan Year beginning after your date of hire during which you accumulate at

least 1,000 Hours of Service. If applicable, you will be credited with a year of eligibility service for any fiscal year of the Company prior to January 29, 1988, the effective date of the Plan, during which you accumulated at least 1,000 Hours of Service.

A "Plan Year" is the twelve month period ending on each December 31.

3. Once I complete the participation requirements, when may I enter the Plan?

You become a participant in the Plan on the enrollment date on or immediately following the date you meet the participation requirements outlined in Question 2 above. The enrollment dates for the Plan are January 1 and July 1.

4. When do I stop being a participant?

Your active participation in the Plan ends on the date your employment with the Company terminates or, if earlier, the date you transfer to a position in which you would not be eligible to participate. On that date, you become a former participant. Your status as a former participant continues until the Plan has paid all of your benefits.

5. If I am rehired, when can I start participating in the Plan again?

If you are rehired by the Company and are in an eligible class of employees (refer to question 1 in this section), your participation in the Plan is reinstated immediately.

6. If I worked for the Company in a non-eligible position and then transfer to an eligible position, when can I begin participating in the Plan?

If you transfer from a non-eligible position to an eligible position, you may participate as soon as you begin working in the eligible position provided you have completed the participation requirements outlined in question 2 of this section. Otherwise, you may participate on the first enrollment date on or following the date you complete the participation requirements outlined in question 2 of this section.

If you previously stopped participating in the Plan because you were no longer a member of an eligible class of employees as outlined in question 1 of this section, you can resume participation in the Plan immediately upon becoming a member of an eligible class of employees.

CONTRIBUTIONS TO THE PLAN

When you become a Participant in the Plan, an Account is established in your name. Your Account consists of the following subaccounts.

- Elective Contribution Account
- Matching Contribution Account
- Base Contribution Account
- Rollover Account

All contributions made to the Plan on your behalf are based on your compensation. For purposes of the Plan, Compensation means the wages the Company pays for your services while you are a Plan Participant which are required to be reported as wages on your IRS Form W-2 for income tax withholding purposes excluding (even if includable in gross income) (A) reimbursements or other expense allowances, (B) fringe benefits (cash and noncash), (C) moving expenses, (D) deferred compensation and (G) welfare benefits.

Compensation includes your elective contributions under this Plan or a cafeteria plan.

Effective January 1, 1994, Compensation in excess of \$150,000, as may be indexed annually for increases in the cost of living, is not considered for purposes of the Plan.

ELECTIVE CONTRIBUTION ACCOUNT

7. What are elective contributions?

You may voluntarily elect to contribute a portion of your wages to the Plan on a pretax basis. These amounts are deposited in your Elective Contribution Account each month as savings for your retirement. Earnings on these contributions accumulate on a tax-deferred basis.

8. How much can I contribute to the Plan?

You may contribute a percentage of your Compensation or a specified dollar amount during each Plan Year. The maximum annual elective contribution you may make to this Plan and any other 401(k) plan, collectively, is \$9,240 for the 1995 calendar year. This amount may increase each calendar year for changes in the cost of living as determined by the Secretary of the Treasury. The Administrator may have to further limit the amount you contribute in order for the Plan to satisfy certain requirements under the law.

Contributions which exceed the dollar cap are subject to double taxation unless returned to you. To have excess contributions returned, you must submit a written request to the Administrator by March 1 following the calendar year in which you exceed the limit.

If you have any questions about these rules, please contact the Administrator.

9. When may I enroll to make elective contributions?

You may enroll to make elective contributions effective as of January 1 or July 1 of any Plan Year.

A Plan Year is the 12-month period from each January 1 through December 31.

10. How do I enroll to make elective contributions?

To enroll, you must file a written election form with the Administrator designating the percentage of compensation you want contributed to the Plan. This amount will be deducted on a pretax basis from each paycheck. Once filed, your contribution election form remains in effect until amended or revoked.

11. What if I want to change my election at a future date?

You may increase the amount of your elective contributions to the Plan effective as of any January 1, April 1, July 1 or October 1 by filing a written request with the Administrator within a reasonable time prior to the effective date.

You may revoke or decrease your election to contribute to the Plan as of any January 1, April 1, July 1 or October 1. You may decrease your elective contributions only once per Plan Year. If you discontinue your elective contributions, you may not again enroll to contribute until the next enrollment date.

12. May I increase my allowed contribution by making an additional after-tax contribution to the Plan?

No. The Plan does not permit after-tax contributions.

MATCHING CONTRIBUTIONS ACCOUNT

13. What are Matching Contributions?

For each Plan Year, the Company may make contributions to match all or part of your elective contributions to the Plan. The matching contribution will be allocated to your Matching Contribution Account each month if you are a qualifying Participant.

14. What is the amount of the matching contribution?

The matching contributions may equal a percentage of your compensation which you elect to contribute to the Plan. This percentage may be set each year by the Company.

The Company has the right to increase, discontinue, reduce or suspend matching contributions to the Plan. You will be notified in the event the Company takes such action.

15. How do I qualify for a matching contribution?

You qualify to receive an allocation of the Company's matching contribution if you make elective contributions to the Plan.

BASE CONTRIBUTION ACCOUNT

16. What is a Base Contribution?

The base contribution is the Company's profit sharing contribution to the Plan for any Plan Year on behalf of the Plan participants. The base contribution will be allocated to your Base Contribution Account each month if you are a qualifying Participant.

17. What is the amount of the Base Contribution?

The amount of any base contribution for a Plan Year is determined by the Company.

The Company has the right to increase, discontinue, reduce or suspend the base contribution to the Plan. You will be notified in the event the Company takes such action.

18. How do I qualify for a Base Contribution?

You qualify to receive an allocation of the Company's base contribution if you are a Plan Participant.

19. How is my share of the Company Base Contribution determined?

Your share of any Company base contribution is that portion of the contribution equal to the ratio of your compensation for the Plan Year divided by the compensation of all Plan Participants for the Plan Year.

ANNUAL PROFIT SHARING CONTRIBUTION

The Company may make an annual profit sharing contribution to the Plan for any Plan Year on behalf of the Plan participants. The annual profit sharing contribution, if any, will be allocated to your Base Contribution Account if you are a qualifying Participant.

20. What is the amount of the annual Profit Sharing Contribution?

The amount of any annual profit sharing contribution for a Plan Year is determined by the Company.

The Company has the right to increase, discontinue, reduce or suspend the annual profit sharing contribution to the Plan.

21. How do I qualify for an annual Profit Sharing Contribution?

You qualify to receive an allocation of the Company's annual profit sharing contribution, if any, provided you are employed by the Company on the last day of the Plan Year for which the annual profit sharing contribution is made.

If you terminate your employment with the Company before the last day of the Plan Year by reason of death, disability, or attainment of normal retirement age 65, you qualify to receive an allocation of the annual profit sharing contribution, if any, for the Plan Year in which your employment terminates.

22. How is my share of the Company annual Profit Sharing Contribution determined?

Your share of any Company annual profit sharing contribution is that portion of the contribution equal to the ratio of your compensation for the Plan Year divided by the compensation of all Plan Participants for the Plan Year.

ROLLOVER CONTRIBUTIONS ACCOUNT

23. What is a Rollover Contribution?

If you previously participated in a qualified retirement plan with another employer and are eligible to participate in this Plan, you may have some or all of the eligible rollover distribution paid from the other plan deposited in your Rollover Account under this Plan.

24. How do I roll over my distribution from another plan?

The rollover may be made either directly from such other plan or as a rollover from an individual retirement account or annuity provided that you deposit the assets in this Plan within 60 days of your receipt of those assets. Before you elect to make such a rollover to the Plan, you should consult with the Administrator to make sure you have a clear understanding of the rules and legal limits imposed on such rollovers.

25. Could my rollover become subject to forfeiture?

If you roll over assets from another qualified retirement plan, you will always remain 100% vested with respect to those assets and any income on those amounts. However, your rollover would become subject to the distribution provisions of the Plan. You should consult with the Administrator to make sure you have a clear understanding of the rules and legal limits imposed on such rollovers.

TRANSFER FROM PRIOR PLAN

If you previously participated in the CHB Corporation Employees' Retirement and Savings Plan, your account will be transferred to the Plan. The transferred amounts shall be credited to the following subaccounts:

(a) Amounts held in the Participant's Discretionary Account will be transferred to the Base Contribution Account,

(b) Amounts held in the Employer Account will be transferred to the Matching Contributions Account,

(c) Amounts held in the Basic Pre-Tax Account and the Additional Pre-Tax Account will be transferred to the Elective Contributions Account, and

(d) Amounts held in the Rollover Account will be transferred to the Rollover Account.

If your prior plan account was transferred to this Plan, but you do not otherwise qualify to become a Participant, you shall, nonetheless, constitute a Participant only in relation to such transferred amounts and the Income thereon.

INVESTMENT OF YOUR ACCOUNT

26. How are the assets of the Plan maintained?

All contributions are deposited in a trust fund for the exclusive benefit of the Participants of the Plan and their beneficiaries.

27. Who decides how to invest the assets of the trust fund?

You supervise and direct the investment of your Account. The Plan offers a choice of investment options with different degrees of risk and return.

28. How do I direct the investment of my Account?

Although the Company and Administrator do not offer investment counseling, the Administrator will provide you with information pertinent to each investment vehicle regarding possible fees involved (loads), degree of risk, previous returns, etc.

You direct the investment of all or a part of your Account among the available investment vehicles in any whole percentage or dollar amount. Your investment election must be in a manner prescribed by the Administrator and verified in writing or as otherwise approved by the Administrator. Once filed, your election will remain in effect until you amend or revoke it. You may change your investment election pursuant to rules prescribed by the Administrator.

If you do not direct the investment of a portion of your Account for which you have the ability, that amount will be invested in fund(s) uniformly designated by the Administrator on your behalf.

Contact the Administrator for current information regarding the investment vehicles that are available to you and the rules governing such investment vehicles.

VESTING

29. What is "vesting"?

Vesting refers to your ownership of all or a part of the value of your Account in the Plan. You are always 100% vested in your Account.

DISTRIBUTIONS

Your vested Account balance may be distributed as a result of your termination of employment. The timing of your distribution may be affected by whether you have reached your "normal retirement date." Your normal retirement date is when you attain age 65.

30. If my employment terminates prior to my normal retirement date, when may I receive a distribution?

If you terminate employment with the Company before you attain your normal retirement date, your Account will be distributed as follows:

- If your vested Account balance is \$3,500 or less, you will receive a single lump sum distribution of your vested Account balance as soon as administratively feasible after you terminate employment.

- If your vested Account balance exceeds \$3,500, you may receive a distribution of your Account after reaching your normal retirement date or you may elect to defer the distribution until you reach age 70-1/2. Alternatively, you may request an earlier distribution of your Account by filing a written request on a form approved by, and filed with, the Administrator. Such distribution request shall be processed as soon as administratively feasible following the receipt of such request.

31. If my employment terminates on or after my normal retirement date, when may I receive a distribution?

If you terminate employment with the Company on or after your normal retirement date, you may elect to receive a distribution of the entire amount in your Account at that time or you may elect to defer payment until you attain age 70-1/2. Distribution of your Account must begin no later than the April 1 following the calendar year in which you attain age 70-1/2, whether or not you have terminated employment with the Company.

32. In what form may I receive my distribution?

- If your vested Account balance is \$3,500 or less, you will receive a single lump sum distribution or direct rollover of your vested Account balance as soon as administratively feasible after you terminate employment.

- If your vested Account balance exceeds \$3,500, you automatically receive distribution of your vested Account in the form of an annuity unless you elect to receive an optional form of payment. The type of annuity depends on whether you are married at the time payments begin.

A single Participant receives monthly income for the Participant's lifetime only.

A married Participant receives a joint and survivor annuity which provides a monthly income to the Participant for the Participant's lifetime. Upon the Participant's death, a continuing benefit equal to 50% of the monthly payment made during the Participant's life is payable to the surviving spouse for their lifetime. In the event that the spouse is not living at the time of the Participant's death, no further benefits would be payable.

33. What optional forms of distribution are permitted under the Plan?

You may elect a form of distribution other than the automatic forms described above. However, a married Participant must obtain the written consent of his or her spouse in order to waive the joint and survivor annuity form of distribution. The optional forms of distribution are:

- A single lump sum;
- A direct rollover to another qualified employer plan or other eligible retirement plan such as an individual retirement account;
- A nontransferable annuity contract from a legal reserve life insurance company selected by the Administrator providing for payment over a period no longer than the life or joint lives of the employee and a designated beneficiary.

34. What is a direct rollover?

A direct rollover is a payment of your Plan benefits to your individual retirement arrangement (IRA) or to another employer plan. If you receive a lump sum distribution from the Plan, you may have the payment paid (1) in a direct rollover, (2) directly to you, or (3) in a combination of (1) and (2) provided the direct rollover is at least \$500.

35. What is the tax impact if I choose a direct rollover?

- Your payment will not be taxed in the current year and no income tax will be withheld.

- Your payment will be made directly to your IRA or, if you choose, to another employer plan that accepts your rollover.

- Your payment will be taxed later when you take it out of the IRA or your employer plan.

36. What is the tax impact if I choose to have benefits paid directly to me in the form of a single lump sum?

If you choose to have your benefits paid directly to you in the form of a single lump sum, your taxable distribution will be paid as follows:

- You will receive only 80% of the payment, because the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes.

- Your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive a payment before age 59-1/2, you may also have to pay an additional 10% federal excise tax.

- You can rollover the payment to your IRA or to another employer plan that accepts your rollover within 60 days of receiving a payment. The amount rolled over will not be taxed until you take it out of the IRA or employer plan.

- If you want to rollover 100% of the payment to an IRA or an employer plan, you must find other money to replace the 20% that was withheld. If you rollover only 80% that you received, you will be taxed on the 20% that was withheld and not rolled over.

When you are eligible for a distribution, the Administrator will provide more information about the direct rollover rules.

IN-SERVICE WITHDRAWALS

37. What is the difference between a distribution and a withdrawal?

A distribution is payment of your vested Account in full after you have terminated your employment with the Company. A withdrawal is the full or partial payment of your vested Account while you are still employed by the Company.

38. When does the Plan permit a withdrawal from my Account?

This Plan is set up with the express purpose of helping you save for retirement. Therefore, strict laws govern the withdrawal of your Account prior to retirement. Tax penalties, as well as income taxes, may also apply to early withdrawals.

The Plan provides for limited withdrawals under a Hardship Withdrawal provision. You may withdraw any portion of your Elective Contribution Account (excluding income) if you incur a hardship. A hardship is a situation in which you incur an immediate and heavy financial need related to the following:

- (a) payment of medical expenses for you, your spouse or your dependents that are necessary for these persons to obtain medical care;
- (b) costs related to the purchase of your principal residence (excluding mortgage payments);
- (c) payment of tuition, room and/or board for the next 12 months of post-secondary education for you, your spouse or your dependents;
- (d) preventing the eviction from, or mortgage foreclosure of, your principal residence; or
- (e) any other purpose specified by the Internal Revenue Service as a deemed immediate and heavy financial need.

A hardship withdrawal may not be in excess of the amount of the financial need. Financial need must be demonstrated in accordance with the terms of the Plan. Other conditions and restrictions may apply.

Note that your withdrawal may be subject to a 10% federal excise tax for early distribution, and Wisconsin currently imposes an additional 3.3% penalty tax. Contact the Administrator for more information on hardship withdrawals.

Your spouse, if any, will be required to consent, in writing, to the withdrawal.

39. How will my withdrawal be paid?

Your withdrawal will be paid as a lump sum.

LOANS

40. May I request a loan from my Account?

No. The Plan does not permit loans to Participants at this time.

DEATH BENEFITS

41. If I die while employed by the Company, how will my Account be paid?

Your Account will be paid to your "designated beneficiary" if you die while employed by the Company. Your beneficiary may request payment under any of the distribution options available under the Plan.

42. Who is my designated beneficiary?

If you are married, your surviving spouse is your designated beneficiary. If you wish to name a beneficiary other than your spouse, your spouse must consent to the election. Your spouse must consent in writing on a form approved by and filed with the Administrator. If you fail to obtain spousal consent for a beneficiary, your election is invalid.

If you are not married, you may name any beneficiary you choose. If you do not file a designation of beneficiary with the Administrator, your Account will be paid as if you had died intestate.

43. If I die after terminating employment with the Company, how will my Account be paid?

If you die after you terminate employment with the Company but before receiving all benefits due you under the Plan, your remaining vested Account balance will be paid to your designated beneficiary. Your beneficiary may request payment under any of the distribution options available under the Plan.

**FEDERAL TAX CONSEQUENCES OF
PLAN CONTRIBUTIONS AND DISTRIBUTIONS**

The Plan is designed to be a "qualified" plan under section 401(a) of the Internal Revenue Code. This section generally describes the federal income tax consequences of the Plan as a "qualified" plan. The tax laws may vary depending on the personal circumstances and Plan elections of each participant. This description does not consider state and local tax consequences, which will be important to your overall planning. Therefore, you should consult you own personal advisors on the tax consequences of making any elections under the Plan and for purposes of planning and determining your own tax liability.

44. Elective Contributions.

Your Elective Contributions, which are contributed through payroll deductions, are subject to Social Security (FICA) withholding. Federal income taxes are not withheld from your Elective Contributions. These contributions reduce your gross income for federal income tax purposes and, therefore, are not deductible in computing federal taxable income.

45. Company contributions and investment earnings.

Company contributions on behalf of participants in the Plan, as well as earnings on the Accounts of participants in the Plan, generally are not taxable to participants until distributed to them from the Plan. The Company expects to deduct all contributions it makes to the Plan for federal income tax purposes.

46. Tax on distributions from the Plan.

Except as noted below, any distribution from your Account generally will be subject to federal income tax as ordinary income.

47. 10% excise tax on Plan distribution before age 59½.

If you receive a taxable distribution from the Plan before reaching age 59½, the distribution will generally be subject to an additional 10% tax. Several types of distributions are not subject to the additional 10% tax on pre-59½ distributions. These include:

- (a) distributions that are not taxable because they are rolled over tax-free to an IRA or to another tax qualified retirement plan;
- (b) distributions made to a beneficiary because of the death of the individual;
- (c) distributions made because of the disability of the individual;
- (d) distributions made to an employee who reaches age 55 and separates from service;
- (e) distributions for certain large medical expenses;
- (f) distributions made in substantially equal payments over the life or life expectancy of the participant or the participant and the participant's beneficiary; and
- (g) certain distributions made pursuant to a Qualified Domestic Relations Order.

48. Special five-year or ten-year averaging tax treatment.

If certain requirements are met, a distribution of your entire Plan Account may qualify for a special "five-year averaging" or "ten-year averaging" tax treatment. If you receive within one taxable year a distribution of your entire Account by reason of the termination of your employment or after you have become disabled or attained age 59½, or if your beneficiary receives such a

distribution by reason of your death, the distribution is treated as a "lump sum distribution." The amount of the lump sum distribution in excess of your own after-tax contributions to the Plan, if any, will qualify for five-year or ten-year averaging according to the following rules:

(a) The lump sum distribution must be made to a participant who has participated in the Plan for at least five years prior to the year of the distribution, or the distribution must be made to the beneficiary of a deceased participant.

(b) The participant or beneficiary must elect to have the ordinary income portion of the distribution taxed under a special five-year or ten-year income averaging provision, and this election must be made as to all lump sum distributions received during the year.

(c) The individual may not make more than one election of five-year or ten-year averaging.

(d) The individual receiving the distribution must have reached age 59½.

(e) To be eligible for ten-year averaging, the individual receiving the distribution must have been born before January 1, 1936.

49. Tax-free rollover of distribution.

If you receive a Plan distribution and if, within 60 days after the date on which you receive the distribution, you transfer (or "roll over") the distribution, to an Individual Retirement Account or Individual Retirement Annuity ("IRA"), or to a qualified employee plan of a new employer, you are not required to include the amount so transferred in your taxable income for the year of distribution. You may elect to roll over all or any part of the amount eligible. However, any portion not rolled over will be taxable as ordinary income in the year of distribution without the benefit of the special five-year or ten-year averaging provision. Before you make a rollover transfer, you should consider how distributions from the receiving plan or IRA may be restricted or taxed. NOTE: To avoid 20% federal income tax withholding on your distribution and taxes on the amount withheld and not rolled over into an IRA, you may need to instruct the Plan to make a direct roll over of your Plan account to an IRA or to another tax qualified plan that accepts such rollovers.

APPLICATION FOR BENEFITS

50. How and when do I apply for my benefits?

When you (or your beneficiary) become entitled to a distribution from the Plan, you (or your beneficiary) should submit a claim for benefits to the Administrator. Your application should be in writing, on a form provided by the Administrator.

51. How long does it take to process an application for benefits?

Unless special circumstances exist, the Administrator will process an application within 90 days after the application is filed. Within that 90-day period, you should receive either a notice of the decision or a notice that:

- Explains the special circumstances which are causing the delay; and
- Sets a date, no later than 180 days after the Administrator received your application, by which the Administrator expects to render the final decision.

If you do not receive a notice within the time described above, you can assume that your claim has been denied, and you may file a request for appeal as described below.

52. What if my claim is denied?

If the Administrator partially or wholly denies your application for benefits, you will receive a written notice which will include:

- The specific reason or reasons for the denial;
- Specific references to pertinent provisions of the Plan document on which the denial is based;
- A description of any additional material or information which you must provide to prove your claim, and an explanation of why that material or information is needed; and

- The steps you must take to appeal the denial of your claim.

You may file a request for appeal as described below.

53. May I appeal a denied claim? How?

You or your duly authorized representative may file a written appeal of the denial with the Administrator no later than 60 days after you receive the notice that your claim has been partially or wholly denied. You may include any issues, comments, statements or documents that you wish to provide with your written appeal. You or your duly authorized representative may review all pertinent Plan documents when preparing your request.

54. How long does it take to process such an appeal?

In most instances, the Administrator will issue a final decision on an appeal within 60 days after the Administrator receives the appeal request. If the Administrator is unable to process your appeal within 60 days, you will receive an extension notice before the 60-day period expires. The extension notice will include:

- The special circumstances (such as the need to hold a hearing) which are causing the delay; and
- The date, no later than 120 days after the date the Administrator received your written appeal, by which the Administrator expects to render the final decision. The Administrator's decision will explain the reasons for the decision and will refer to the provisions of the Plan document on which the decision is based. If you do not receive a notice within the time periods described in this paragraph, you may assume that your appeal has been denied on review.

MISCELLANEOUS INFORMATION

55. What type of plan is this?

This Plan is called a "defined contribution plan" because the amount of money you may receive from the Plan depends on the amount of contributions

allocated to your Account and the gains and losses and other income earned by the Account. The Plan does not guarantee a benefit amount and benefits are not, therefore, insured by the Pension Benefit Guaranty Corporation, a federal corporation created to protect certain retirement benefits. Contributions to the Plan are subject to risk of investment loss.

56. Who is the "Plan Administrator"?

The "Plan Administrator" is a person or committee appointed by the Company to administer the Plan. The person or committee is referred to as the "Administrator." Only the Administrator may interpret the Plan and determine the answers to any questions arising under the Plan. The Administrator has the discretionary authority to determine eligibility for benefits and to construe the terms of the Plan.

57. May the Company terminate or modify this Plan?

The Company expects to continue the Plan indefinitely but the Company reserves the right to amend, modify, suspend contributions to, or terminate the Plan. The Administrator will notify you of any material change in the Plan.

Payments after the Plan terminates or contributions permanently cease will be limited to the assets in the Plan's Trust Fund and will not require additional Company contributions to the Trust Fund.

58. Does the Plan constitute a contract of employment?

Neither the establishment of the Plan, nor the participation in the Plan by any employee shall be deemed to constitute a contract of employment. Every employee remains subject to discharge without regard to his or her participation in the Plan.

59. May anyone make a claim against my Account?

You may not sell, assign, pledge or transfer your benefits under the Plan before you receive them. In general, your Account is not subject to garnishment, execution, levy or other legal process by your creditors. However, there is an exception to this rule for alimony, child support or other payments to a spouse,

former spouse, child or other dependent required under a "Qualified Domestic Relations Order" issued by a court pursuant to a State domestic relations law.

60. How will payment be made if I become unable to properly attend to my affairs?

If a Participant or beneficiary is unable to take care of his affairs because of illness, accident or disability, the Administrator may pay that individual's benefits to his or her spouse or other relative or legal guardian. Any payment that the Administrator makes in good faith pursuant to this provision shall be a complete discharge from any liability of the Plan to the Participant or beneficiary.

61. Legal rights and obligations.

Plan Participants are entitled to certain rights and protections pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA"). The Company and Administrator intend to operate the Plan fairly and to comply fully with ERISA. If you have a question about the Plan, how it is run and how it affects you, you should contact the Administrator.

ERISA provides that all Plan Participants shall be entitled to:

- Examine without charge at the Company office and at each Company location at which at least 50 Plan Participants are customarily working, all Plan documents, including copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain, once a year, a statement telling you whether you have a right to receive payment at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to payment, the statement will tell you how many more years you have to work to get a right to payment. This statement must be requested in

writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties on the people who are responsible for the operation of the Plan. The people who operate the Plan, the Administrator and other appointed advisors called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a payment or exercising your rights under ERISA. If your claim for payment is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees. (For example, if it finds your claim is frivolous.)

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights pursuant to ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

PLAN ADMINISTRATION

COMPANY SPONSORING THE PLAN: Weinbrenner Shoe Company, Inc.
108 South Polk Street
Merrill, WI 54452-0567
(715) 536-5521

EMPLOYER IDENTIFICATION NUMBER: 39-1597573

PLAN IDENTIFICATION NUMBER: 001

ADMINISTRATOR AND AGENT FOR
SERVICE OF LEGAL PROCESS: Weinbrenner Shoe Company, Inc.
108 South Polk Street
Merrill, WI 54452-0567
(715) 536-5521

PLAN YEAR: January 1 through December 31

TRUSTEE: First Bank N.A.