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ADP TOTALSOURCE

RETIREMENT SAVINGS PLAN

Amended and Restated
Effective as of January 1, 2023 unless otherwise noted

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ADP TOTALSOURCE
RETIREMENT SAVINGS PLAN

The ADP TotalSource Retirement Savings Plan (the "Plan") was originally effective May 1, 1988 as the Vincam Human Resources, Inc. Retirement Savings Plan. Effective January 1, 2001, the Plan was renamed the ADP TotalSource Retirement Savings Plan and was amended and restated to convert the Plan to a multiple employer plan under Code (defined below) Section 413(c).

Effective January 1, 2002, the Plan was amended to incorporate changes provided under the Economic Growth and Tax Relief Reconciliation Act of 2001.

The Plan was further amended, generally effective as of January 1, 1997, unless otherwise noted, to implement changes requested by the IRS as a condition to its issuance of a favorable determination letter.

The Plan was restated, effective August 1, 2002, to incorporate the changes noted above. The Plan was again restated effective January 1, 2004, to incorporate certain Plan design and related changes.

The Plan was restated effective January 1, 2006, to incorporate amendments to the January 1, 2004 restatement, the requirements of final Treasury Regulations pursuant to Code Section 401(k) and 401(m), and certain Plan design and related changes.

The Plan was again restated effective January 1, 2007 to incorporate certain changes required by the Pension Protection Act of 2006, and certain Plan design and related changes.

The Plan was again restated effective as of January 1, 2012, unless otherwise noted, to reflect amendments adopted since the last restatement, including amendments to comply with provisions of the Heroes Earnings Assistance and Relief Tax Act of 2008 and technical corrections to the Pension Protection Act of 2006 made by the Worker, Retiree, and Employer Recovery Act of 2008, and certain other provisions required under applicable law or desired by the Company (defined below).

The Plan was again restated effective as of January 1, 2017, unless otherwise noted, to reflect amendments adopted since the last restatement, and certain other provisions required under applicable law or desired by the Company (defined below).

The Plan was again restated effective as of January 1, 2022, unless otherwise noted, to reflect amendments adopted since the last restatement, other changes required and permitted under the Setting Every Community Up for Retirement Enhancement Act of 2019 and the Coronavirus Aid, Relief, and Economic Security Act of 2020, and certain other Plan design and related changes desired by the Company (defined below).

The Plan is hereby again restated effective as of January 1, 2023, unless otherwise noted, to reflect changes required and permitted under the SECURE 2.0 Act of 2022, and certain Plan design and related changes desired by the Company (defined below). All changes shall be interpreted consistently with the intent to maintain the Plan's tax-qualified status.

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ARTICLE I

PURPOSE AND INTENT

1.1 Preservation of Rights

All rights accrued under the Plan before this restatement to Participants and their Beneficiaries are preserved hereunder. Except as otherwise expressly provided or required by law, the rights of any Participant who retired, died or otherwise terminated employment before the effective date of this restatement or the Beneficiary of any such Participant will be determined solely under the terms of the Plan as in effect on the date of the Participant's retirement, death or other termination of employment.

1.2 Status of Sponsor and Interpretation of Plan

ADP TotalSource Group, Inc. (the "Company"), a professional employer organization, sponsors the Plan and, with its consent, other employers are permitted to adopt the Plan ("Adopting Employers"). Therefore, it is intended that the Plan qualify as a "multiple employer" plan as described in Section 413 of the Code.

1.3 Exclusive Benefit

This Plan has been executed for the exclusive benefit of the Participants and their Beneficiaries. This Plan will be interpreted in a manner consistent with this intent and with the intention of the Company that this Plan satisfy Code Section 401 and Section 501. Under no circumstances will the Trust Fund ever revert to or be used by the Company or Adopting Employers, except as provided in Section 11.4.

ARTICLE II

DEFINITIONS

2.1 Account; Account Balance

"Account" means any of the accounts created and maintained for a Participant or Beneficiary hereunder, and "Account Balance" means the total balance of a Participant's Account.

2.2 Actual Deferral Percentage

"Actual Deferral Percentage" of each Participant is the ratio, expressed as a percentage, of (1) the amount of Employer contributions actually paid over to the Trust on behalf of such Participant for the Plan Year to (2) the Participant's compensation (as determined under Section 9.2(a)) for such Plan Year (whether or not the Employee was a Participant for the entire Plan Year). Employer contributions on behalf of any Participant will include: (1) any Salary Deferrals made pursuant to the Participant's deferral election (including Excess Deferral Amounts of Highly Compensated Employees), but excluding (a) Excess Deferral Amounts of Non-Highly Compensated Employees that arise solely from Salary Deferrals made under the Plan or plans of his Employer and (b) Salary Deferrals that are taken into account in the Average Contribution Percentage test (provided the Average Actual Deferral Percentage test is satisfied both with and without exclusion of these Salary Deferrals); and (2) at the election of the Employer, Qualified Nonelective Contributions and Qualified Matching Contributions. For purposes of computing the Actual Deferral Percentage, an Employee who would be a Participant but for the failure to make Salary Deferrals will be treated as a Participant on whose behalf no Salary Deferrals are made. The Actual Deferral Percentage of each Participant will be rounded to the nearest 100th of 1% of such Employee's Compensation.

2.3 Adoption Agreement

"Adoption Agreement" means the document executed by each Employer adopting this Plan for the benefit of its Employees, the terms and conditions of which are incorporated herein and made a part of the Plan.

2.4 Adopting Employer; Employer

"Adopting Employer" or "Employer" means each entity that has adopted the Plan under Section 12.1.

2.5 Affiliate

With respect to the Company, the term "Affiliate" will mean any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Company; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Company; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in

Code Section 414(m)) which includes the Company; and any other entity required to be aggregated with the Company pursuant to regulations under Code Section 414(o).

With respect to any Adopting Employer, the term "Affiliate" will mean any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Adopting Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Adopting Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Adopting Employer; and any other entity required to be aggregated with the Adopting Employer pursuant to regulations under Code Section 414(o).

2.6 Average Actual Deferral Percentage

"Average Actual Deferral Percentage" means, for a specified group of Participants for a Plan Year, the average of the Actual Deferral Percentages (calculated separately for each Participant in such group). The Average Actual Deferral Percentage of the Participants will be rounded to the nearest 100th of 1%.

2.7 Average Contribution Percentage

"Average Contribution Percentage" means, for a specified group of Participants for a Plan Year, the average of the Contribution Percentages (calculated separately for each Participant in such group). The Average Contribution Percentage of the Participants will be rounded to the nearest 100th of 1%.

2.8 Beneficiary

A "Beneficiary" is any person, estate or trust who by operation of law, or under the terms of the Plan, or otherwise, is entitled to receive any portion of the Account Balance of a Participant under the Plan. A "designated Beneficiary" is any individual designated or determined in accordance with Section 5.6, except that it will not include any person who becomes a beneficiary by virtue of the laws of inheritance or intestate succession. All determinations as to a Participant's Beneficiary shall be made in accordance with the Plan. In no event shall the Plan recognize any disclaimers of interest or renunciations, whether by Participants, Beneficiaries, or any other person.

2.9 Code

"Code" refers to the Internal Revenue Code of 1986, as amended.

2.9A Committee

"Committee" means the person or persons appointed under Section 8.8 to be the named fiduciary under the Plan for administration and with respect to the management and investment of the assets of the Plan under Section 402(a) of ERISA.

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2.10 Company

"Company" means ADP TotalSource Group, Inc.

2.11 Compensation

Unless otherwise elected by an Adopting Employer in its Adoption Agreement, "Compensation" with respect to any Participant means the Participant's compensation as defined in Treasury Regulation Section 1.414(s)-1(c)(3). For these purposes, Compensation is as defined in Code Section 415(c)(3), reduced by the following items (even if includible in gross income): reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits. Compensation will include a Participant's Salary Deferrals, as well as any reductions in cash earnings not includible in a Participant's gross income by reason of Code Section 125 and Code Section 129, or qualified transportation fringes under Code Section 132(f)(4). For self-employed individuals, "Compensation" means net earnings from self-employment determined under Code Section 1402(a) prior to subtracting any contributions made under this Plan to the individual.

Compensation excludes any amount paid after the Participant's severance from employment, unless the amount is paid by the later of (i) 2-1⁄2 months after the Participant's severance from employment or (ii) the end of the year that includes the date of the Participant's severance from employment, and such amount is (*x*) regular compensation for services, including overtime, commissions, bonuses or similar payments that would have been paid to the Participant if he had continued in employment with the Employer, or (*y*) payment for unused accrued bona fide sick, vacation, or other leave, that the Participant would have been able to use the leave if employment had continued or (*z*) nonqualified deferred compensation that would have been paid to the Participant at the same time if he had remained in employment and that is includible in the Participant's gross income. Compensation also excludes all contributions by an Adopting Employer to funded non-qualified deferred compensation plans that are not subject to a substantial risk of forfeiture.

Compensation will include differential wage payments, as defined by Code Section 3401(h)(2), paid to any Participant performing qualified military service (as defined in Code Section 414(u)(5)).

An Adopting Employer entering into an Adoption Agreement on or after January 1, 2013 is required to elect in its Adoption Agreement whether the definition of Compensation, with respect to Participants employed by such Adopting Employer, includes "bonuses" or "commissions" (which status will be evidenced by the payroll practices or records of an Adopting Employer).

For purposes of determining contributions under Article IV:

(i) Compensation includes only that compensation which is actually paid to the Participant (A) with respect to Salary Deferrals, during the portion of the Plan Year for which the Participant is making Salary Deferrals, (B) with respect to Matching Contributions that are made on a "per payroll period" basis, during the portion of the Plan Year for which the Participant is making Salary Deferrals, (C) with respect to Matching

Contributions that are made on a "plan year end" basis, during the portion of the Plan Year for which the Participant is eligible to make Salary Deferrals (regardless of whether the Participant actually elects to do so for the entire period) and (D) with respect to Profit Sharing Contributions, during the portion of the Plan Year for which the Participant is eligible for such contributions; and

(ii) Compensation does not include compensation paid to an Employee for periods prior to the Adopting Employer's adoption of the Plan.

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual Compensation of each Participant taken into account under the Plan will not exceed the annual compensation limit. The annual compensation limit is $330,000 for Plan Years beginning after December 31, 2022, as adjusted for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

2.12 Contribution Percentage

"Contribution Percentage" is the ratio, expressed as a percentage, of after-tax contributions and Matching Contributions on behalf of a Participant for the Plan Year to the Participant's compensation (as determined under Section 9.2) for such Plan Year (whether or not the Employee was a Participant for the entire Plan Year). However, Matching Contributions will not be taken into account to the extent they are forfeited either to correct Excess Aggregate Contributions or because the contributions to which they relate are Excess Deferral Amounts, Excess Contributions, or Excess Aggregate Contributions. The Contribution Percentage of each Participant will be rounded to the nearest 100th of 1% of such Employee's Compensation.

2.13 Employee

"Employee" means any employee of an Adopting Employer maintaining the Plan. An "Employee" includes an individual who would be an Employee but who is on a Leave of Absence.

Directors acting solely in that capacity, independent contractors, "leased employees," and any individuals who are not classified by an Adopting Employer as common law employees will not be Employees (which status may be evidenced by the payroll practices or records of the Adopting Employer, or by a written or oral agreement or arrangement with the individual or with another organization that provides the services of the individual to the Adopting Employer, under which the individual is treated as an independent contractor or is otherwise treated as an employee of an entity other than the Adopting Employer (such as a leasing organization)), during the period so classified, irrespective of (i) whether the individual is treated as an employee of the Adopting Employer under common law employment principles; (ii) whether such characterization is subsequently challenged, changed or upheld by the Adopting Employer or any

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court or governmental authority; and (iii) how such individual may be treated by the Adopting Employer for other purposes (such as employment tax purposes). The term "leased employee" means any person (other than an employee of the Adopting Employer) who pursuant to an agreement between the Adopting Employer and any other person ("leasing organization") has performed services for the Adopting Employer (or for the Adopting Employer and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Adopting Employer.

2.14 Employer Profit Sharing Account

The "Employer Profit Sharing Account" is the separate account maintained for each Participant to which all Employer Profit Sharing Contributions will be allocated and to which Forfeitures may be reallocated (and all earnings less losses thereon).

2.15 Employer Profit Sharing Contribution

"Employer Profit Sharing Contribution" means the contributions made on behalf of each eligible Participant pursuant to Section 4.3.

2.16 Employment Commencement Date

"Employment Commencement Date" means the first day on which an Employee is credited by any Adopting Employer with an Hour of Service.

2.17 Entry Date

"Entry Date" means the first check date in the month following the month in which an Employee satisfies the Plan's eligibility requirements, or as soon as is administratively practicable thereafter.

2.18 ERISA

"ERISA" refers to the Employee Retirement Income Security Act of 1974, as amended.

2.19 Excess Aggregate Contributions

"Excess Aggregate Contributions" means the amount described in Subsection 4.6(e).

2.20 Excess Compensation

"Excess Compensation" means a Participant's Compensation that is in excess of the Integration Level.

2.21 Excess Contributions

"Excess Contributions" means the amount described in Subsection 4.5(d).

2.22 Excess Deferral Amount

"Excess Deferral Amount" means the amount described in Subsection 4.4(c).

2.23 FMLA

"FMLA" means the Family and Medical Leave Act of 1993, as amended.

2.24 Forfeiture

"Forfeiture" refers to the amount of non-vested Account Balances in a Participant's Employer Profit Sharing Account or Matching Contributions Account that is forfeited as provided in Section 7.7(a).

Forfeitures, if any, will be used, first, to reinstate previously forfeited account balances in accordance with Section 6.4 or as required pursuant to Sections 7.7, 7.8 and 7.9; second, to reduce Matching Contributions for such Plan Year, to reduce Safe Harbor Employer Contributions or QACA Employer Contributions for such Plan Year, to reduce Employer Profit Sharing Contributions for such Plan Year, to reduce Qualified Nonelective Contributions or Qualified Matching Contributions for such Plan Year, to reduce the minimum Employer contribution required pursuant to Section 9.4, or, if none, on a pro rata basis, to the Accounts of Participants of an Adopting Employer. To the extent that the forfeiture relating to any Participant is to be used to reduce Matching Contributions, Safe Harbor Employer Contributions, QACA Employer Contributions, Employer Profit Sharing Contributions, Qualified Nonelective Contributions or Qualified Matching Contributions, or to reduce the minimum Employer contribution required pursuant to Section 9.4, such reduction will apply only to the contributions of the Adopting Employer who last employed the Participant to whom such forfeiture relates.

2.25 Four-Part Allocation Method

"Four-Part Allocation Method" means the method for allocating an Employer Profit Sharing Contribution when an Employer's portion of the Plan is determined to be top-heavy and the Employer has elected to allocate Employer Profit Sharing Contributions using the Two-Part Allocation Method.

If the Four-Part Allocation Method is used, the Employer Profit Sharing Contribution will be allocated as follows:

First Part: The Employer Profit Sharing Contribution will first be allocated to eligible Participants in the ratio that each eligible Participant's Compensation bears to the Compensation of all eligible Participants. In no event will a Participant receive a contribution of more than 3% of the Participant's Compensation in this first part of the Four-Part Allocation Method.

Second Part: If any portion of the Employer Profit Sharing Contribution remains after the first part of this allocation method, the Employer Profit Sharing Contribution will next be allocated to eligible Participants in the ratio that each eligible Participant's Excess Compensation bears to the Excess Compensation of all eligible Participants. In no event will a Participant

receive a contribution of more than 3% of the Participant's Excess Compensation in this second part of the Four-Part Allocation Method.

Third Part: If any portion of the Employer Profit Sharing Contribution remains after the second part of this allocation method, the Employer Profit Sharing Contribution will then be allocated to eligible Participants in the ratio that each eligible Participant's Compensation plus Excess Compensation bears to the total Compensation plus Excess Compensation of all eligible Participants. In no event will the amount allocated to an eligible Participant exceed 2.7% of such Participant's Compensation plus Excess Compensation.

Fourth Part: If any portion of the Employer Profit Sharing Contribution remains after the third part of this allocation method, the remaining portion will finally be allocated to eligible Participants in the ratio that each eligible Participant's Compensation bears to the total Compensation of all eligible Participants.

2.26 Highly Compensated Employee

A "Highly Compensated Employee" means any Employee of an Adopting Employer who during the current Plan Year performs services for an Adopting Employer and who:

(a) received compensation from the Adopting Employer for the preceding Plan Year in excess of $135,000 for 2023 (adjusted at the same time and in the same manner as under Section 415(d) of the Code), or

(b) was at any time during the current Plan Year or the preceding Plan Year a 5% owner of an Adopting Employer as defined in Section 416(i)(1) of the Code.

For purposes of determining who is a Highly Compensated Employee, "compensation" will be determined in the same manner as "compensation" in Section 9.2 of the Plan. Notwithstanding the foregoing, the determination of Highly Compensated Employees may be made by an Adopting Employer under the "top-paid group" election set forth in the regulations or any other guidance issued pursuant to Code Section 414(q) if so elected.

The determination of whether an Employee who performs service for an Adopting Employer is a Highly Compensated Employee will be determined on the basis of each "Adopting Employer," *i.e.*, such status will be determined with reference to (i) the compensation only of such other Employees who perform services for the Adopting Employer and employees of its Affiliates, (ii) the ownership interest in the Adopting Employer only of such Employees who perform services for the Adopting Employer and (iii) the officer capacity only of such other Employees who perform services for the Adopting Employer.

2.27 Hour of Service

"Hour of Service" means:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Adopting Employer. These hours will be credited to the Employee for the computation period in which the duties are performed;

(b) Each hour for which an Employee is paid, or entitled to payment, by the Adopting Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or Leave of Absence. No more than 501 Hours of Service will be credited under this Subsection (b) for any single continuous period (whether or not such period occurs in a single computation period). Hours under this Subsection (b) will be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference; and

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Adopting Employer. The same Hours of Service will not be credited both under Subsection (a) or Subsection (b), as the case may be, and under this Subsection (c). These hours will be credited to the Employee for the computation periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

Hours of Service will be credited for employment with Affiliates of the Adopting Employer.

Hours of Service will also be credited for any individual considered an Employee for purposes of this Plan under Code Section 414(n) or Code Section 414(o).

If an Adopting Employer does not maintain hourly records with respect to any of its Employees, such Employees' Service will be determined on the basis of the weekly equivalency method described in Labor Regulation Section 2430.200b-3(e)(1)(ii). Under this method, an Employee who completes at least one Hour of Service during a week will be credited with 45 Hours of Service for that week.

If the Adopting Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Adopting Employer.

2.28 Integration Level

"Integration Level" means the Social Security Taxable Wage Base.

2.29 Leave of Absence

A "Leave of Absence" will refer to that period during which the Participant is absent without Compensation and for which the Plan Administrator, in its sole discretion has determined him to be on a "Leave of Absence" instead of having terminated his employment. (However, such discretion of the Plan Administrator will be exercised in a nondiscriminatory manner.) In all events, a Leave of Absence by reason of service in the armed forces of the United States will end no later than the time at which a Participant's reemployment rights as a member of the armed forces cease to be protected by law and a Leave of Absence for any other reason will end after six (6) months, except that if the Participant resumes employment with the Adopting Employer prior thereto, the Leave of Absence will end on such date of resumption of employment. The date that the Leave of Absence ends will be deemed the Termination Date if the Participant does not resume employment with the Adopting Employer. In determining

whether a Participant on a Leave of Absence is eligible to receive an allocation of an Employer contribution, all such Leaves of Absence will be considered to be periods when the Employee is a Participant.

2.30 Matching Contributions

"Matching Contributions" means the contributions made by an Adopting Employer pursuant to Section 4.2, on behalf of a Participant who elects to make Salary Deferrals.

2.31 Matching Contributions Account

The "Matching Contributions Account" is the separate account maintained for each Participant to which all Matching Contributions will be allocated and to which Forfeitures may be reallocated (and all earnings less losses thereon).

2.32 Maternity or Paternity Reasons

"Maternity or Paternity Reasons" means an absence (i) by reason of the pregnancy of the individual, (ii) by reason of a birth of a child of the individual, (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement, pursuant to Code Section 410(a)(5)(E)(i) and the regulations and other guidance issued thereunder.

2.33 Money Purchase Account

A "Money Purchase Account" means the separate account, if applicable, maintained for each Participant to which Money Purchase Contributions are allocated (and all earnings less losses thereon).

2.34 Money Purchase Contributions

"Money Purchase Contributions" means any contribution made by an Employee to a plan merged into the Plan which is subject to the minimum funding standards of Code Section 412(a)(2)(B).

2.35 New Comparability Allocation Method

"New Comparability Allocation Method" means one of the methods for allocating an Employer Profit Sharing Contribution that an Employer may elect in the Adoption Agreement (or any addendum thereto). An Employer may elect to use the New Comparability Allocation Method only if the Employer Profit Sharing Contribution is to be made at the end of the Plan Year, and, in conjunction thereto, the Employer has elected to make either a QACA Employer Contribution or a Safe Harbor Employer Contribution.

If the New Comparability Allocation Method is elected in accordance with the above paragraph, the Employer Profit Sharing Contribution will be allocated in the following manner:

(a) Each eligible Employee will be considered a "separate allocation group" for purposes of allocating the contribution. The contribution will be allocated among the deemed aggregated allocation groups in proportions determined by the Adopting Employer and communicated to the Plan Trustee pursuant to the procedure determined by the Plan Administrator. A deemed aggregated allocation group will consist of any separate allocation groups that have been assigned the same allocation rate. The allocation rate will be defined as a percentage of Compensation. Within each deemed aggregated allocation group, the contribution will be allocated to each eligible Employee in the ratio that each eligible Employee's Compensation bears to the total Compensation of all eligible Employees in the group. An eligible Employee may only be assigned to one deemed aggregated allocation group for a Plan Year.

(b) The allocation method must comply with the requirements of IRS Regulation Section 1.401(k)-1(a)(6). No allocation method may create a cash or deferred election for a self-employed individual.

(c) Each eligible Employee that is a Non-Highly Compensated Employee must have an allocation rate that is not less than the lesser of: (i) 5% of the eligible Employee's Compensation (as defined in accordance with Code Section 415), or (ii) one-third of the allocation rate of the Highly Compensated Employee with the highest allocation rate.

(d) The Employer Profit Sharing Contribution shall be allocated to the Accounts of all eligible Employees who were employed by the Employer during the Plan Year.

2.36 Non-Highly Compensated Employee

A "Non-Highly Compensated Employee" means an Employee of an Adopting Employer who is not a Highly Compensated Employee. The determination of whether an Employee is a Non-Highly Compensated Employee will be determined on the basis of each "Adopting Employer," i.e., such status will be determined with reference to (i) the Compensation only of such other Employees who perform services for the Adopting Employer and employees of its Affiliates, (ii) the ownership interest in the Adopting Employer only of such Employees who perform services for the Adopting Employer and (iii) the officer capacity only of such other Employees who perform services for the Adopting Employer.

2.37 Normal Retirement Age

The "Normal Retirement Age" means the time at which the Participant attains 65 years of age.

2.38 One-Year Break in Service

A "One-Year Break in Service" means, a Plan Year in which the Participant has not completed more than 500 Hours of Service.

Solely for purposes of determining whether a One-Year Break in Service has occurred in a Plan Year, an individual who is absent from work for Maternity or Paternity Reasons will receive credit for the Hours of Service which would otherwise have been credited to such

individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. An individual who is on leave pursuant to the FMLA will be treated the same as an individual absent for Maternity or Paternity Reasons. The Hours of Service credited under this paragraph will be credited (1) in the Plan Year in which the absence begins if the crediting is necessary to prevent a One-Year Break in Service in that period, or (2) in all other cases, in the following Plan Year.

2.39 One-Year Period of Severance

A "One-Year Period of Severance" means a Period of Severance of at least 12 consecutive months.

Solely for purposes of determining whether a One-Year Period of Severance has occurred, for an individual who is absent from work for Maternity or Paternity Reasons, the 12 consecutive month period beginning on the first anniversary of the first day of such absence for Maternity or Paternity Reasons shall not constitute a One-Year Period of Severance. An individual who is on leave pursuant to the FMLA will be treated the same as an individual absent from work for Maternity or Paternity Reasons.

2.40 Participant

A "Participant" means an Employee who satisfies the participation requirements under Article III. An Employee who has satisfied the participation requirements under Article III with respect to the Plan as adopted by one Adopting Employer will be deemed to have met the eligibility requirements with respect to the Plan as adopted by any other Adopting Employer.

Notwithstanding the foregoing, if an Employee is employed by two or more unrelated Adopting Employers (where "unrelated" Adopting Employers means Adopting Employers not part of one controlled group under applicable IRS rules) at the same time, the Employee will be eligible to be a Participant with respect to the Adopting Employer with whom the Employee was first employed, unless the Participant elects to participate with respect to the other Adopting Employer pursuant to procedures established by the Plan Administrator, or the Employee executes a valid waiver with respect to participation in the Plan through such Adopting Employer in which case the Employee will be eligible to be a Participant only with respect to the other Adopting Employer.

2.41 Participant Salary Deferral Account

The "Participant Salary Deferral Account" is the separate account, if applicable, maintained for each Participant to which Salary Deferrals are allocated (and all earnings less losses thereon).

2.42 Period of Service

A "Period of Service" means a period commencing on the Employee's (i) Employment Commencement Date or (ii) Reemployment Commencement Date, as applicable, and ending on the Employee's Severance from Service Date.

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A Period of Service includes a Period of Severance of less than 12 consecutive months; provided, however, that if an Employee is absent from service on the date immediately preceding his Severance from Service Date, his Period of Severance shall be included in his Period of Service only if the Employee again performs an Hour of Service within 12 months after the commencement of such absence. An Employee's Period of Service shall include the period of such Employee's Leave of Absence to the extent required by law.

2.43 Period of Severance

A "Period of Severance" means a continuous period of time commencing on the Employee's Severance from Service Date and ending on the date the Employee again performs an Hour of Service.

For an individual who is absent from work for Maternity or Paternity Reasons, the 12 consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a One-Year Period of Severance. An individual who is on leave pursuant to the FMLA will be treated the same as an individual absent from work for Maternity or Paternity Reasons. Further, an Employee shall not suffer a Period of Severance due to a Leave of Absence to the extent required by law.

2.44 Plan

"Plan" refers to this ADP TotalSource Retirement Savings Plan.

2.45 Plan Administrator

The "Plan Administrator" means the person or persons designated as the Plan Administrator under Section 8.1.

2.46 Plan Year

A "Plan Year" is the period from the first day of January to the last day of December, annually.

2.47 Qualified Automatic Contribution Arrangement ("QACA") Employer Contribution

"QACA Employer Contribution" means an Employer Profit Sharing or Matching Contribution made by an Adopting Employer as elected in the Adoption Agreement that is intended to meet the requirements of Section 401(k)(13) of the Code and Section 4.1(g).

2.48 Qualified Matching Contributions

"Qualified Matching Contributions" means Matching Contributions which are subject to the distribution and nonforfeitability requirements under Code Section 401(k) when allocated.

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2.49 Qualified Nonelective Contributions

"Qualified Nonelective Contributions" means contributions that are made pursuant to Section 4.5(g), meet the requirements of Section 401(m)(4)(C) of the Code and the regulations issued thereunder, and which are designated as Qualified Nonelective Contributions for purposes of satisfying the limitations of Section 4.5(a). Qualified Nonelective Contributions will be nonforfeitable when allocated and are distributable only in accordance with the distribution and withdrawal provisions that are applicable to Salary Deferrals under the Plan. Qualified Nonelective Contributions may be taken into account for purposes of the limitations in Section 4.5(a) only if the nondiscrimination and plan aggregation conditions described in Treasury Regulation sections 1.401(m)-2(a)(6) and 1.401(k)-2(a)(6) and other guidance issued thereunder are satisfied.

2.50 Qualifying Employer

An Employer that adopts the Plan after December 28, 2022, or an Employer that merges into the Plan a tax-qualified plan established by the Employer after December 28, 2022.

2.51 Reemployment Commencement Date

"Reemployment Commencement Date" means the first day on which the Employee is credited by any Adopting Employer with an Hour of Service following a Period of Severance that is not included in his Period of Service.

2.52 Retirement

"Retirement" refers to the termination of employment of a Participant who has attained at least Normal Retirement Age.

2.53 Rollover Account

"Rollover Account" means the Account created and maintained hereunder to which a Participant's Rollover Contribution, will be credited (and all earnings less losses thereon).

2.54 Rollover Contribution

"Rollover Contribution" means any contribution of an "eligible rollover distribution" as provided in Code Section 402(c)(4), or any other provision of the Code that may permit rollovers from time to time, from an "eligible retirement plan" as defined in Section 402(c)(8) of the Code.

2.55 Safe Harbor Employer Contribution

"Safe Harbor Employer Contribution" means an Employer Profit Sharing or Matching Contribution made by an Adopting Employer as elected in the Adoption Agreement that is intended to meet the requirements of Section 401(k)(12) of the Code. Prior to January 1, 2022, if an Adopting Employer elected to make a Safe Harbor Employer Contribution, the Adopting Employer provided each Participant with written notice of the Participant's rights and obligations under the Plan. Effective January 1, 2022, if an Adopting Employer elects to make a Safe

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Harbor Matching Contribution, the Adopting Employer will provide each Participant with written notice of the Participant's rights and obligations under the Plan. Such notice will satisfy the requirements of Code Section 401(k)(12) and the regulations and other guidance issued thereunder.

2.56 Salary Deferrals

"Salary Deferrals" means any Employer contributions made to the Plan at the election of the Participant, in lieu of cash compensation, and will include contributions made pursuant to a salary reduction agreement or other deferral mechanism. With respect to any taxable year, a Participant's Salary Deferral is the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code Section 401(k), any simplified employee pension cash or deferred arrangement as described in Code Section 402(h)(1)(B), any eligible deferred compensation plan under Code Section 457, any plan as described under Code Section 501(c)(18), and any Employer contributions made on behalf of a Participant for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement. Salary Deferrals will not include any deferrals properly distributed as excess annual additions.

2.57 Salary Proportional Allocation Method

"Salary Proportional Allocation Method" means one of the methods for allocating an Employer Profit Sharing Contribution that an Employer may elect in the Adoption Agreement. If the Employer elects to use this allocation method with each payroll period, the Employer must indicate in the Adoption Agreement the actual percentage of the Employer Profit Sharing Contribution to be allocated each payroll period. If the Employer elects to use this allocation method with the Employer Profit Sharing Contribution being determined at the end of the Plan Year, the contribution will be allocated to each Participant eligible to share in the Employer Profit Sharing Contribution in the ratio that the eligible Participant's Compensation is to the Compensation of all Participants eligible to share in the Employer Profit Sharing Contribution.

2.58 Severance from Service Date

"Severance from Service Date" means the earlier of (i) the date an Employee quits, retires, is discharged or dies, or (ii) the first anniversary of the first date of a period in which an Employee is continuously absent from service (with or without pay) with the Employer for any reason other than quitting, retirement, discharge or death.

The Severance from Service Date of an individual who is absent from work for Maternity or Paternity Reasons that extends beyond the first anniversary of the first date of such absence for Maternity or Paternity Reasons is the second anniversary of the first date of absence. The period between the first and second anniversary will be treated as neither a Period of Severance nor a Period of Service. An individual who is on leave pursuant to the FMLA will be treated the same as an individual absent for work for Maternity or Paternity Reasons.

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2.59 Social Security Taxable Wage Base

"Social Security Taxable Wage Base" means the maximum amount of a Participant's Compensation that is subject to taxation for Social Security purposes.

2.60 Spouse

"Spouse" means the person to whom a Participant is legally married for purposes of the Code.

2.61 Termination Date

The "Termination Date" will be the date on which the earliest of the following events occurs: (a) a Participant's Retirement, (b) a Participant's termination of employment as a result of Total and Permanent Disability, (c) a Participant's death, or (d) a Participant's severance from employment for any other reason.

2.62 Total and Permanent Disability

"Total and Permanent Disability" is any physical or mental condition which qualifies the Participant for benefits pursuant to the disability benefit provisions of the Social Security Act. The Plan Administrator will require evidence that the application for such Participant's benefits has been approved by the Social Security Administration.

2.63 Trust; Trustee

"Trust" means the Trust created under this Plan. "Trustee" means the person or entity named as trustee herein or in any separate trust(s) forming a part of the Plan, and any successors.

2.64 Trust Fund

The "Trust Fund" consists of the Employer and Participant contributions held by the Plan and all earnings less losses thereon.

2.65 Two-Part Allocation Method

"Two-Part Allocation Method" means one of the methods for allocating an Employer Profit Sharing Contribution that an Employer may elect in the Adoption Agreement. An Employer may elect to use the Two-Part Allocation Method only if the Employer Profit Sharing Contribution is to be made at the end of the Plan Year. In addition, an Employer may not elect to use the Two-Part Allocation Method if any other qualified retirement plan of the Employer or of an Affiliate of the Employer that covers the same employees incorporates an integrated formula when allocating contributions or determining benefit accruals.

If the Two-Part Allocation Method is elected, the Employer Profit Sharing Contribution will be allocated as follows:

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First Part: The Employer Profit Sharing Contribution will first be allocated to eligible Participants in the ratio that each eligible Participant's Compensation plus Excess Compensation bears to the total Compensation plus Excess Compensation of all eligible Participants. In no event will the amount allocated to an eligible Participant exceed 5.7% of such Participant's Compensation plus Excess Compensation.

Second Part: If any portion of the Employer Profit Sharing Contribution remains after the first part of this allocation method, the Employer Profit Sharing Contribution will then be allocated to eligible Participants in the ratio that each eligible Participant's Compensation bears to the total Compensation of all eligible Participants.

If a Plan is top-heavy for a particular Plan Year, the Employer Profit Sharing Contribution will be allocated using the Four-Part Allocation Method instead of the Two-Part Allocation Method.

2.66 Year of Service

A "Year of Service" means any calendar year during which an Employee is credited with at least 1,000 Hours of Service.

If the Adopting Employer is a member of an affiliated service group (under Section 414(m) of the Code), a controlled group of corporations (under Section 414(b) of the Code), or a group of trades or businesses under common control (under Section 414(c) of the Code), or any other entity required to be aggregated with the Adopting Employer pursuant to Section 414(o) of the Code, service will be credited for any employment for any period of time for any other member of such group. Service will also be credited for any individual required under Section 414(n) or Section 414(o) to be considered an employee of any employer aggregated under Sections 414(b), (c), or (m).

ARTICLE III

ELIGIBILITY TO PARTICIPATE

3.1 Eligibility for Participation in Plan as Adopted by Employer:

(a) Any Employee of an Adopting Employer will be eligible to become a Participant in the Plan as adopted by the Adopting Employer upon attaining age 21 and completing the service requirement as elected by the Adopting Employer in its Adoption Agreement. Effective January 1, 2023, the eligibility requirement will be measured on an elapsed time basis as a three consecutive month, six consecutive month, or 12 consecutive month Period of Service, as elected by the Adopting Employer in its Adoption Agreement. For Adopting Employers that elected an Hours of Service eligibility requirement prior to January 1, 2023, the Adoption Agreement that applies to such Adopting Employer will be deemed to be amended, effective as of January 1, 2023, to require a 12 consecutive month Period of Service, subject to any future amendment by the Adopting Employer.

(b) An Employee will become a Participant on his Entry Date, provided the Employee is employed by the Adopting Employer on such Entry Date.

(c) Notwithstanding the foregoing, the following individuals will not be eligible to participate in the Plan:

(i) an individual included in a unit of Employees covered by a collective bargaining agreement between Employee representatives and one or more employers, if there is evidence that retirement benefits were the subject of good faith bargaining between such Employee representatives and the employer, except to the extent that such good faith bargaining results in the determination that such Employees will be eligible for participation hereunder;

(ii) a nonresident alien (within the meaning of Code Section 7701(b)(1)(B)) who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Adopting Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3));

(iii) any employee of an Adopting Employer that is not paid from the Company's United States payroll; or

(iv) if so elected by an Adopting Employer in its Adoption Agreement prior to January 1, 2013, a "temporary employee." The term "temporary employee" means any Employee who is employed on a temporary or periodic basis where such Employee from time to time accepts, at his discretion, job assignments having a fixed and limited duration, such as (but not limited to) special project(s) to cover illness, vacation or other temporary vacancies or unusual or cyclical employment needs, at potentially varying rates of compensation commensurate with each job assignment and who is classified in the Adopting Employer's records as a "temporary employee." Notwithstanding this exclusion, prior to January 1, 2013, any Employee who is classified as a "temporary employee" and completes a Year of Service will be eligible for participation in the Plan. The foregoing "temporary employee" election option will not be available to Adopting Employers entering into Adoption Agreements on or after

January 1, 2013; however, such Adopting Employers may elect in their Adoption Agreement to exclude an Employee who fails to complete a Year of Service.

3.2 Election to Participate: Prior to becoming a Participant, each Employee will be provided an opportunity to designate the percentage of his Compensation to be contributed to the Plan under Section 4.1. Any such designation will become effective as of the date such Employee becomes a Participant in accordance with Section 3.1(b) above, provided the designation is made in the manner authorized by the Plan Administrator (including electronic or telephonic procedures).

3.3 Participation Upon Reemployment: The following rules will apply with respect to the participation of an Employee who is rehired after a Termination of Employment:

(a) If an Employee's Termination of Employment occurs prior to becoming a Participant and the Employee is rehired by an Adopting Employer before the end of a One-Year Period of Severance, such Employee will be eligible to become a Participant in accordance with Section 3.1, based on the Employment Commencement Date with the first Adopting Employer.

(b) If an Employee's Termination of Employment occurs prior to becoming a Participant and the Employee is rehired by an Adopting Employer after the end of a One-Year Period of Severance, such Employee will be treated as a newly hired Employee upon his Reemployment Commencement Date.

(c) If an Employee's Termination of Employment occurs after becoming a Participant, such Employee will become a Participant again on his date of rehire.

3.4 Military Service: Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

Notwithstanding anything in the Plan to the contrary, in accordance with Code Section 401(a)(37), if a Participant dies on or after January 1, 2007 while performing qualified military service (as defined in Code Section 414(u)(5)), the survivors of the Participant are entitled to any benefits (including benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had, immediately prior to his death, resumed employment with the Adopting Employer for whom he worked immediately prior to his qualified military service, and then terminated such employment on account of death. Such benefits will include receiving service credit for vesting purposes under the Plan for the period of the deceased Participant's qualified military service.

If a Participant incurs a Total and Permanent Disability while performing qualified military service (as defined in Code Section 414(u)(5)), the Participant will be entitled to any benefits (including benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had, immediately prior to becoming disabled, resumed employment with the Adopting Employer for whom he worked immediately prior to his qualified military service, and then terminated such employment on account of Total and Permanent Disability. Such benefits will include receiving service credit for vesting purposes under the Plan for the period of the disabled Participant's qualified military service.

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Notwithstanding anything in the Plan to the contrary, for Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), from an Adopting Employer will be treated as an Employee of such Adopting Employer, but only to the extent required by law, and (ii) the Plan will not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

3.5 Transition to Elapsed Time:

Effective January 1, 2023, the Plan is amended to use the elapsed time method for determining eligibility for Employees of all Adopting Employers instead of the hourly method.

With respect to an Employee with an Employment Commencement Date prior to January 1, 2023, who is not already eligible to participate in the Plan and whose Adopting Employer had elected an Hours of Service eligibility requirement, for purposes of determining the Employee's eligibility service for the computation period during which the transition to the elapsed time method occurs, the Employee shall receive credit for the greater of (i) the period of service that would be credited to the Employee under the elapsed time method, or (ii) the service that would be credited to the Employee under the hours counting method.

The computation of the eligibility service of each Participant shall comply with Treas. Reg. § 1.410(a)-7(f) and (g) (regarding the change in methods of crediting service from hours of service to elapsed time). No Employee's service used to determine eligibility will be decreased for any purpose under the Plan as a result of this transition.

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ARTICLE IV

CONTRIBUTIONS TO THE TRUST

4.1 Salary Deferrals by Participants

(a) Subject to subsections (f) and (g) hereof, in advance of the beginning of each pay period, or such other period as it may establish in a nondiscriminatory manner, the Plan Administrator will permit each Participant to elect to defer from 1% to 99% of his Compensation (in whole percentages). Notwithstanding a Participant's designated deferral percentage, the amount of a Participant's Salary Deferrals will not exceed the net result of the Participant's Compensation less any amounts required to be withheld from such Participant's Compensation including amounts pursuant to any pre-tax elections under Code Sections 125, 129 or 132(f) and such other amounts designated by the Plan Administrator or its designee. The Plan Administrator may further restrict elective deferrals by Highly Compensated Employees as the Plan Administrator determines is reasonably necessary in order to comply with Section 4.5 hereof. Such deferred amount will be contributed to the Plan and allocated to the Participant Salary Deferral Account. No Participant will be required to make a deferral.

(b) For hardship distributions taken prior to January 1, 2019, a Participant who has received a hardship distribution pursuant to Section 7.1 will be suspended from making Salary Deferrals (except as otherwise prescribed by the Secretary of the Treasury or the Commissioner of Internal Revenue), in accordance with Section 7.1. For hardship distributions taken on or after January 1, 2019, the suspension requirement no longer applies.

(c) Amounts held in the Participant's Salary Deferral Account may be distributed as permitted under the Plan, but in no event prior to the earlier of: (i) the Participant's severance from employment, Total and Permanent Disability, or death; (ii) the Participant's attainment of age 59½; (iii) the proven financial hardship of a Participant, subject to the limitations of Section 7.1; or (iv) the termination of the Plan without the existence at the time of Plan termination of another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)) or the establishment of a successor defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)) by the Company or an Affiliate within the period ending twelve months after distribution of all assets from the Plan.

(d) The Plan Administrator will establish such rules and procedures as it will deem necessary or appropriate concerning the establishment, maintenance, amendment of and termination of Participants' Salary Deferral elections.

(e) All Participants who are eligible to make Salary Deferrals under this Plan and who will have attained age 50 before the close of the calendar year will be eligible to make catch-up contributions for such year in accordance with, and subject to the limitations of, Code Section 414(v). Such catch-up contributions will not be taken into account for purposes of the Plan implementing the requirements of Code Sections 402(g) and 415. The Plan will not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code

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Sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of the making of such catch-up contributions.

(f) Only to the extent that an Employer has elected the Automatic Contribution Arrangement (Non-QACA) in its Adoption Agreement, if a Participant fails to make a Salary Deferral election as described in subsection 4.1(a) above, the Participant will be deemed to have elected to make Salary Deferrals in an amount equal to the percentage specified by the Employer in its Adoption Agreement (or as adjusted by the Employer on an annual basis), provided that such percentage is at least 3% of the Participant's Compensation for the Plan Year and such percentage is applied uniformly to all eligible employees. Prior to November 7, 2023, the minimum Salary Deferral rate was 1%. Any Adoption Agreement in effect prior to November 7, 2023, shall be deemed amended consistent with this section, subject to any future amendment. If elected by an Employer in its Adoption Agreement, the Salary Deferral rate shall be increased annually at a rate of 1% on the anniversary date that the Participant was deemed to have elected to make the Salary Deferral election until the Salary Deferral rate has reached the cap of 15% of the Participant's Eligible Compensation. A Participant's Salary Deferral rate cannot exceed 10% of the Participant's Eligible Compensation until the first anniversary of the date the Participant is deemed to have elected to make Salary Deferrals. Any Participant who is deemed to make Salary Deferrals as described above will be given the opportunity to opt out of making such Salary Deferrals, or to elect to make Salary Deferrals at a different rate, in accordance with the procedures and within the time periods designated by the Plan Administrator. Any such Participant who elects to opt out will not be deemed to elect to make Salary Deferrals in successive years, and, in order to make such Salary Deferrals in successive years, will be required to complete a Salary Deferral election form in accordance with the procedures and within the time periods designated by the Plan Administrator. With respect to individuals who are eligible employees on the date this Automatic Contribution Arrangement (Non-QACA) election becomes effective, but are not making 401(k) automatic contributions as of such date, such employees will be deemed to have elected to make 401(k) contributions (unless the Participant has affirmatively opted-out or elected to make Salary Deferrals at a different rate as described above). Notwithstanding anything to the foregoing, for Plan Years starting on or after January 1, 2025, a Qualifying Employer shall be deemed to have elected the Automatic Contribution Arrangement (Non-QACA) in its Adoption Agreement.

(i) Only to the extent that an Employer has elected the Automatic Contribution Arrangement (Non-QACA) in its Adoption Agreement, the Employer shall provide to each Participant eligible for the arrangement a notice in accordance with Code Section 414(w) and the regulations and other guidance issued thereunder.

(ii) Any Participant who is deemed to have elected to make Salary Deferrals pursuant to this Section 4.1(f) may elect to make withdrawals as follows:

(A) The Participant must elect to make withdrawals within ninety days of the date of the first deemed Salary Deferral pursuant to this Section 4.1(f). Upon making such an election, the Participant's Salary Deferral rate shall be set to zero until such time as the Participant's Salary Deferral rate is changed.

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(B) The Participant's withdrawal shall be equal to the amount of the deemed Salary Deferrals made pursuant to this Section 4.1(f) through the end of the fifteen-day period beginning on the date on which the Participant makes the election, adjusted for allocable gains and losses to the date of such withdrawal.

(C) Any amounts attributable to Matching Contributions allocated to the Participant's Account with respect to the deemed Salary Deferrals made pursuant to this Section 4.1(f) that have been withdrawn pursuant to this subparagraph (ii) shall be forfeited. In the event that Matching Contributions that would otherwise be allocated to the Participant's account with respect to deemed Salary Deferrals made pursuant to this Section 4.1(f) that have been so withdrawn, the Employer shall not contribute such Matching Contributions to the Plan.

(D) In the event that this subparagraph (ii) is removed from the Plan, any Participant covered by this provision and who was enrolled automatically prior to the effective date of the removal of this subparagraph (ii) shall remain able to make a withdrawal pursuant to the procedures described above.

(g) Only to the extent that an Employer has elected the Qualified Automatic Contribution Arrangement (QACA) in its Adoption Agreement, if a Participant fails to make a Salary Deferral election as described in subsection 4.1(a) above, the Participant will be deemed to have elected to make Salary Deferrals in an amount equal to the percentage specified by the Employer in its Adoption Agreement (or as adjusted by the Employer on an annual basis), provided that such percentage is at least 3% of the Participant's Compensation for the Plan Year and is applied uniformly to all eligible employees. The Salary Deferral rate shall be increased annually at a rate of 1% on the anniversary date that the Participant was deemed to have elected to make the Salary Deferral election until the Salary Deferral rate has reached the cap of 15% of the Participant's Eligible Compensation. A Participant's Salary Deferral rate cannot exceed 10% of the Participant's Eligible Compensation until the first anniversary of the date the Participant is deemed to have elected to make Salary Deferrals. Any Participant who is deemed to make Salary Deferrals described above will be given the opportunity to opt-out of making such Salary Deferrals, or to elect to make Salary Deferrals at a different rate, in accordance with the procedures and within the time periods designated by the Plan Administrator. Any such Participant who elects to opt-out will not be deemed to elect to make Salary Deferrals in successive years, and, in order to make such Salary Deferrals in successive years, will be required to complete a Salary Deferral election form in accordance with the procedures and within the time periods designated by the Plan Administrator. With respect to individuals who are eligible employees on the date this Qualified Automatic Contribution Arrangement (QACA) election becomes effective, but are not making 401(k) automatic contributions as of such date, such employees will be deemed to have elected to make 401(k) contributions (unless the Participant has affirmatively opted-out or elected to make Salary Deferrals at a different rate as described above). To the extent that a Qualified Automatic Contribution Arrangement (QACA) also satisfies the requirements for an Automatic Contribution Arrangement (Non-QACA) stated in Section 4.1(f) above, a Participant will be able to make withdrawals of Salary Deferrals in accordance with Section 4.1(f). The Employer shall provide to each Participant eligible for this arrangement a notice in accordance with Code Section 401(k)(13) and the regulations and other guidance issued thereunder and the notices required by Section 4.1(f).

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4.2 Matching Contributions

(a) Subject to the applicable limitations of Sections 4.6, 4.7 and 5.5, an Adopting Employer, in its discretion, if so elected in its Adoption Agreement, may contribute a Matching Contribution on behalf of each Participant for whom a Salary Deferral Contribution is made (which is not subsequently returned to the Participant pursuant to a corrective distribution in Section 4.5(b)). If so elected in the Adoption Agreement, such Matching Contribution will be a Safe Harbor Employer Contribution or QACA Employer Contribution.

(b) Such Matching Contribution will be equal to a specified percentage of the amount of Salary Deferral Contributions made to the Plan by the Participant. As elected in the Adoption Agreement, the percentage of the Matching Contribution will be determined by the Adopting Employer or will be equal to a stated percentage as specified in the Adoption Agreement.

(c) No Matching Contribution will be made with respect to a Participant's Salary Deferral Contributions that exceeds the percentage of his Compensation for the Plan Year specified in the Adoption Agreement.

(d) Matching Contributions that are Safe Harbor Employer Contributions or QACA Employer Contributions will be made and allocated as of the last day of the payroll period. Matching Contributions that are not Safe Harbor Employer Contributions or QACA Employer Contributions will be made and allocated as of the last day of the payroll period, or if so elected in the Adoption Agreement, as of the last day of the Plan Year to the Matching Contributions Account of each individual Participant who is employed by the Adopting Employer making the Matching Contribution who elected to contribute to his Salary Deferral Account for such payroll period.

(e) Any Forfeitures, other than Excess Aggregate Contributions, will occur in accordance with Section 6.3 and will be allocated pursuant to Section 2.24.

(f) Any contribution under this Section 4.2 will be determined separately by each Adopting Employer. Any such contribution by an Adopting Employer will be allocated only among the Accounts of those Participants of the Adopting Employer. The Company is not liable for any contribution to be made by an Adopting Employer.

(g) If so elected in the Adoption Agreement, an Adopting Employer may make a "True-Up" Matching Contribution on behalf of a Participant if such Participant ceases making Salary Deferral contributions that are eligible for Matching Contributions before the full amount of the Matching Contributions provided for in the applicable Adoption Agreement have been made on behalf of the Participant for the Plan Year.

4.3 Employer Profit Sharing Contributions to Participants

(a) An Adopting Employer, if so elected in the Adoption Agreement, may make an additional contribution in cash to the Trust with respect to any Plan Year. If so elected in the Adoption Agreement, such contribution will be a Safe Harbor Employer Contribution or a QACA Employer Contribution. If the Adopting Employer has not elected a Safe Harbor Employer Contribution or a QACA Employer Contribution, the amount of the contribution will

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be discretionary with the Adopting Employer and will be paid to the Trustee on or before the time required by law for filing the Adopting Employer's federal income tax return (including extensions) for the year with respect to which the contribution is made. However, no Employer contributions may be made in any Plan Year to the extent that they would not be deductible.

(b) All contributions under this Section 4.3 by the Adopting Employer will be allocated, as elected by the Adopting Employer in its Adoption Agreement and any applicable addendum thereto, as follows:

(i) if the Adopting Employer has elected in its Adoption Agreement to make contributions on a pay period basis, contributions under this Section 4.3 will be allocated as of the last day of the pay period to each individual Participant who is employed during such payroll period by the Adopting Employer making the contribution; or

(ii) if the Adopting Employer has elected in its Adoption Agreement to make contributions at the end of the Plan Year, contributions under this Section 4.3 will be allocated as of the last day of such Plan Year as follows:

(A) if the Adopting Employer has so elected in its Adoption Agreement, contributions will be allocated to the accounts of all Participants who were employed by the Adopting Employer at any time during such Plan Year; or

(B) if the Adopting Employer has so elected in its Adoption Agreement, contributions will be allocated to each individual Participant who completed a Year of Service in such Plan Year and who is actively employed by the Adopting Employer on the last day of such Plan Year.

(c) Any contribution under this Section 4.3 will be determined separately by each Adopting Employer. Any such contribution by an Adopting Employer will be allocated only among the Accounts of those Participants of the Adopting Employer. The Company is not liable for any contribution to be made by an Adopting Employer.

4.4 Annual Limitation on Participant Salary Deferrals

(a) In no event may the amount of Salary Deferrals under this Plan, in addition to all salary deferral contributions under all other qualified cash or deferred arrangements (as defined in Code Section 401(k)) maintained by an Adopting Employer or an Affiliate of an Adopting Employer in which a Participant participates, exceed the dollar limitation contained in Code Section 402(g) in effect for such calendar, except to the extent permitted under Subsection 4.1(e) and Code Section 414(v) (the "maximum deferral limit").

(b) Notwithstanding any other provision of the Plan, Excess Deferral Amounts and income allocable thereto will be distributed no later than each April 15th to Participants who claim such Excess Deferral Amounts for the preceding calendar year. A distribution pursuant to this Subsection 4.4(b) of Excess Deferral Amounts and income, gains and losses allocable thereto will be made without regard to any consent otherwise required under Section 7.3 or any other provision of the Plan. A distribution pursuant to this Subsection 4.4(b) of Excess Deferral Amounts and income, gains and losses allocable thereto will not be treated as a distribution for

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purposes of determining whether the distribution required by Section 7.3(b) is satisfied. Any distribution under this Subsection 4.4(b) of less than the entire Excess Deferral Amount and income, gains and losses allocable thereto will be treated as a pro rata distribution of Excess Deferral Amounts and income, gains and losses allocable thereto. In no case may a Participant receive from the Plan as a corrective distribution for a taxable year under this Subsection 4.4(b) an amount in excess of the individual's total Salary Deferrals under the Plan for the taxable year.

(c) "Excess Deferral Amount" will mean those Salary Deferrals that are includible in a Participant's gross income under Code Section 402(g) to the extent such Participant's Salary Deferrals for a taxable year exceed the maximum deferral limit. An Excess Deferral Amount will be treated as annual additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the Participant's taxable year.

(d) The Participant's claim made pursuant to Subsection 4.4(b) will be in writing; will be submitted to the Plan Administrator no later than April 1 with respect to the preceding calendar year; will specify the Participant's Excess Deferral Amount for the preceding calendar year; and will be accompanied by the Participant's written statement that if such amounts are not distributed, such Excess Deferral Amount, when added to amounts deferred under other plans or arrangements described in Code Sections 401(k), 408(k), or 403(b), exceeds the maximum deferral limit for the calendar year in which the deferral occurred. A Participant is deemed to notify the Plan Administrator of any Excess Deferral Amount that arises by taking into account only those Salary Deferrals made to this Plan and any other plans of the Adopting Employer.

(e) The Excess Deferral Amount will be adjusted for income or loss. The income or loss allocable to the Excess Deferral Amount is equal to the allocable income or loss for the taxable year of the individual as described in (e)(i) below, plus the allocable income or loss for the period between the end of the taxable year and the date of distribution as described in (e)(ii) below.

(i) The income or loss allocable to the Excess Deferral Amount for the taxable year of the individual is equal to the income or loss for the taxable year of the individual allocable to the Participant's Salary Deferrals multiplied by a fraction, the numerator of which is such Participant's Excess Deferral Amount for the taxable year, and the denominator is equal to the sum of the Participant's Participant Salary Deferral Account as of the beginning of the taxable year, plus the Participant's Salary Deferrals for the taxable year.

(ii) Ten percent (10%) of the amount determined under (e)(i) multiplied by the number of whole calendar months between the end of the Plan Year and the date of distribution, counting the month of distribution if distribution occurs after the 15th of such month; provided, however, that an income or loss adjustment for the period between the end of the Plan Year and the date of distribution will only be made to the extent such adjustment is required by law.

Notwithstanding the foregoing, effective for Plan Years beginning on or after January 1, 2008, Excess Deferral Amounts paid to the Participant pursuant to Section 4.4(b) on or before the April 15th first following the taxable year to which they are attributable will be adjusted for earnings only through the end of such taxable year.

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(f) The Excess Deferral Amount which may be distributed under Subsection 4.4(b) with respect to a Participant for a taxable year will be reduced by any Excess Contributions previously distributed with respect to such Participant for the Plan Year beginning with or within such taxable year. In the event of a reduction under this Subsection 4.4(f), the amount of Excess Contributions included in the gross income of the Participant and reported as a distribution of Excess Contributions will be reduced by the amount of the reduction under this Subsection 4.4(f).

4.5 Average Actual Deferral Percentage Limitation

(a) If an Adopting Employer has not elected in its Adoption Agreement to make a Safe Harbor Employer Contribution or QACA Employer Contribution, the Average Actual Deferral Percentage for Participants who are Highly Compensated Employees may not exceed the greater of:

(i) the Average Actual Deferral Percentage for all Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by 1.25, or

(ii) the Average Actual Deferral Percentage for all Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by 2.0, but not more than 2 percentage points in excess of the Average Actual Deferral Percentage of Participants who are Non-Highly Compensated Employees.

The above tests will be conducted on an Employer-by-Employer basis such that only the Actual Deferral Percentages of Participants of an individual Adopting Employer are included in determining the Average Actual Deferral Percentages and whether the test is satisfied for such Adopting Employer.

If any Highly Compensated Employee is eligible to make Salary Deferrals or to receive Matching Contributions, the disparities between the Average Actual Deferral Percentages of the respective groups will be reduced as described in Section 4.7.

(b) Should neither limitation (i) nor (ii) in Subsection 4.5(a) be met with respect to a Plan Year, Excess Contributions, plus any income and minus any loss allocable thereto, will be distributed no later than the last day of each Plan Year to Participants to whose accounts such Excess Contributions were allocated for the preceding Plan Year. If such excess amounts are distributed more than 2-1/2 months (six months to the extent permitted by law for contributions under an Automatic Contribution Arrangement (Non-QACA)) after the last day of the Plan Year in which such excess amounts arose, a 10% excise tax will be imposed on the Employer maintaining the plan with respect to such amounts. Such distributions will be made to Highly Compensated Employees such that the dollar amount of Salary Deferrals of the Highly Compensated Employee with the highest dollar amount of Salary Deferrals will be reduced to the extent required to distribute the total amount of Excess Contributions, or if it results in a lower reduction, to the extent required to cause such Highly Compensated Employee's dollar amount of Salary Deferrals to equal the dollar amount of Salary Deferrals of the Highly Compensated Employee with the next highest dollar amount of Salary Deferrals. This distribution process will be repeated until all Excess Contributions have been distributed.

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Excess Contributions will be treated as annual additions under the Plan. A distribution of Excess Contributions and income, gains and losses allocable thereto will be made without regard to any consent otherwise required under Section 7.3 or any other provision of the Plan. A distribution pursuant to Subsection 4.5(b) of Excess Contributions and income, gains and losses allocable thereto will not be treated as a distribution for purposes of determining whether the distribution required by Subsection 7.3(b) is satisfied. Any distribution under Subsection 4.5(b) of less than the entire Excess Contribution and income, gains and losses allocable thereto will be treated as a pro rata distribution of Excess Contributions and income, gains and losses allocable thereto. In no event will Excess Contributions for a Plan Year remain unallocated or be allocated to a suspense account for allocation to one or more employees in any future Plan Year.

With respect to the distribution of Excess Contributions as provided above, such distribution will be made first from unmatched Salary Deferrals and, thereafter, simultaneously from Salary Deferrals which are matched. In accordance with Section 4.2(a), any portion of a Participant's Elective Deferral that is distributed in a corrective distribution provided in this Section is not eligible for a Matching Contribution.

(c) The Average Actual Deferral Percentage for any Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Salary Deferrals (and Qualified Nonelective Contributions or Qualified Matching Contributions, or both, if treated as Salary Deferrals for purposes of the test described in Subsection (a)) allocated to his accounts under two or more arrangements described in Code Section 401(k), that are maintained by an Adopting Employer, will be determined as if such Salary Deferrals (and, if applicable, such Qualified Nonelective Contributions or Qualified Matching Contributions, or both) were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different Plan Years, all cash or deferred arrangements ending with or within the same calendar year will be treated as a single arrangement. Notwithstanding the foregoing, certain plans will be treated as separate if mandatorily disaggregated under regulations under Code Section 401(k).

In the event that this Plan satisfies the requirements of Code Sections 401(k), 401(a)(4), or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section will be applied by determining the Average Actual Deferral Percentage of employees as if all such plans were a single plan. Plans may be aggregated in order to satisfy Code Section 401(k) only if they have the same Plan Year and they utilize the same testing method for calculating the Actual Deferral Percentage.

(d) For purposes of this Plan, "Excess Contributions" will mean, with respect to any Plan Year, the excess of:

(i) The aggregate amount of Employer contributions actually taken into account in computing the Average Actual Deferral Percentage of Highly Compensated Employees for such Plan Year, over

(ii) The maximum amount of such contributions permitted by the Average Actual Deferral Percentage test (determined by reducing contributions made on behalf of Highly

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Compensated Employees in order of the Average Deferral Percentages, beginning with the highest of such percentages).

In no case will the amount of Excess Contributions for a Plan Year with respect to any Highly Compensated Employee exceed the amount of Salary Deferrals made on behalf of such Highly Compensated Employee for such Plan Year.

(e) Excess Contributions will be adjusted for income or loss. The income or loss allocable to Excess Contributions is equal to the allocable income or loss for the taxable year of the individual as described in (e)(i) below, plus the allocable income or loss for the period between the end of the taxable year and the date of distribution as described in (e)(ii) below.

(i) The income or loss allocable to Excess Contributions is equal to the income or loss allocable to the Participant's Participant Salary Deferral Account (and, if applicable, the Qualified Nonelective Contribution Account or the Qualified Matching Contributions Account or both) for the Plan Year multiplied by a fraction, the numerator of which is such Participant's Excess Contributions for the year, and the denominator is equal to the sum of the Participant's account balance attributable to Salary Deferrals (and Qualified Nonelective Contributions or Qualified Matching Contributions, or both, if any of such contributions are included in the Average Actual Deferral Percentage test) as of the beginning of the Plan Year, plus the Participant's Salary Deferrals (and Qualified Nonelective Contributions or Qualified Matching Contributions, or both, if any of such contributions are included in the Average Actual Deferral Percentage test) for the Plan Year.

(ii) Ten percent (10%) of the amount determined under (e)(i) multiplied by the number of whole calendar months between the end of the Plan Year and the date of distribution, counting the month of distribution if distribution occurs after the 15th of such month.

(iii) Effective for Plan Years beginning after December 31, 2007, notwithstanding subsection 4.5(e)(ii), above, if a Participant's Excess Contributions are returned by the close of the Plan Year following the Plan Year during which the Excess Contributions were made, the Excess Contributions will not be adjusted for income or loss with respect to the period between the end of the Plan Year and the date of distribution.

(f) Coordination of Excess Contributions with Distribution of Excess Deferrals.

(i) The amount of Excess Contributions to be distributed under Subsection 4.5(b) with respect to a Highly Compensated Employee for a Plan Year will be reduced by any Excess Deferral Amount previously distributed in accordance with Subsection 4.4(b) to such Participant for the Participant's taxable year ending with or within such Plan Year.

(ii) The Excess Deferral Amount that may be distributed under Subsection 4.4(b) with respect to a Participant for a taxable year will be reduced by any Excess Contributions previously distributed with respect to such Participant for the Plan Year beginning with or within such taxable year. In the event of a reduction under this (f)(ii), the amount of Excess Contributions included in the gross income of the Participant and the amount of Excess

Contributions reported as includable in the gross income of the Participant will be reduced by the amount of the reduction under Subsection 4.4(f).

(g) Should Subsection 4.5(b) be applicable with respect to a Plan Year, the Adopting Employer may, in lieu of or in conjunction with the reductions described in Subsection 4.5(b), contribute an additional amount (not limited to the amount needed to meet limitation (i) or (ii)) as a Qualified Nonelective Contribution, which will be allocated, at the election of the Adopting Employer, only to Non-Highly Compensated Employees who made or were eligible to make, Salary Deferrals for such Plan Year. Contributions made pursuant to this Subsection (g) will be 100% vested at all times and will be subject to the same limitations as to withdrawal and distribution as Salary Deferrals.

(i) The Qualified Nonelective Contribution will, at the election of the Adopting Employer, be allocated: (1) in proportion to the Compensation of such individuals, or (2) in proportion to the Salary Deferrals of such individuals, or (3) pro rata to each of such individuals, or (4) as a Targeted Qualified Nonelective Contribution. Any Targeted Qualified Nonelective Contribution will be first allocated to the Non-Highly Compensated Employee with the lowest Compensation for the Plan Year for which the Targeted Qualified Nonelective Contribution is being allocated. The Targeted Qualified Nonelective Contribution will be allocated to the Non-Highly Compensated Employee with the lowest Compensation until all of the Targeted Qualified Nonelective Contribution has been allocated or until the Non-Highly Compensated Employee has reached his/her maximum deferral limit, as described in Subsection 4.4(a). For this purpose, if two or more Non-Highly Compensated Employees have the same Compensation, the Targeted Qualified Nonelective Contribution will be allocated in equal shares to each individual until all of the Targeted Qualified Nonelective Contribution has been allocated, or until each individual has reached his/her maximum deferral limit, as described in Subsection 4.4(a). If any Targeted Qualified Nonelective Contribution remains unallocated, this process is repeated for the Non-Highly Compensated Employee(s) with the next lowest level of Compensation in accordance with the provisions of this Subsection (g)(i), until all of the Targeted Qualified Nonelective Contribution is allocated. Notwithstanding the foregoing, in no event will any Targeted Qualified Nonelective Contribution made pursuant to this Subsection (g) for a Non-Highly Compensated Employee exceed the greater of: five percent (5%) of the Non-Highly Compensated Employee's Compensation, or two (2) times the Plan's representative contribution rate, as determined in accordance with Treasury Regulation 1.401(k)-2(a)(6)(iv).

(h) For purposes of determining the test described in Subsection (a), Salary Deferrals, Qualified Nonelective Contributions and Qualified Matching Contributions must be made before the last day of the twelve-month period immediately following the Plan Year to which contributions relate.

(i) The Plan Administrator will maintain records sufficient to demonstrate satisfaction of the test described in this Section 4.5 and the amount of Qualified Nonelective Contributions or Qualified Matching Contributions, or both, used in such test.

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(j) The determination and treatment of the Average Actual Deferral Percentage amounts of any Participant will satisfy such other requirements as may be prescribed by the Secretary of the Treasury. Notwithstanding any other provision of the Plan to the contrary, the provisions of this Section 4.5 will be administered in accordance with the rules set forth in Code Section 401(k)(3) and Treasury Regulations § 1.401(k)-2, or any successors thereto.

(k) Average Actual Deferral Percentage testing under this Section 4.5 will be performed using the current year method described in Treasury Regulation section 1.401(k)-2(a)(2)(ii).

4.6 Average Contribution Percentage Limitation

(a) If an Adopting Employer has not elected in its Adoption Agreement to make a Safe Harbor Employer Contribution or QACA Employer Contribution, the Average Contribution Percentage for Participants who are Highly Compensated Employees may not exceed the greater of:

(i) the Average Contribution Percentage for all Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by 1.25, or

(ii) the Average Contribution Percentage for all Participants who are Non-Highly Compensated Employees for the Plan Year multiplied by 2.0, but not more than 2 percentage points in excess of the Average Contribution Percentage for Participants who are Non-Highly Compensated Employees.

The above tests will be conducted on an Employer-by-Employer basis such that only the Actual Contribution Percentages of Participants of an individual Adopting Employer are included in determining the Average Actual Contribution Percentages and whether the test is satisfied for such Adopting Employer.

If any Highly Compensated Employee is eligible to make Salary Deferrals and is eligible to receive Matching Contributions, the disparities between the Average Contribution Percentages of the respective groups will be reduced in accordance with Section 4.7.

(b) The Contribution Percentage for any Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to receive Matching Contributions allocated to his account under two or more plans to which contributions to which Code Section 401(m) applies that are maintained by the Adopting Employer or an Affiliate will be determined as if all such Matching Contributions were made under a single plan for purposes of this Section 4.6. Notwithstanding the foregoing, certain plans will be treated as separate if mandatorily disaggregated under regulations under Code Section 401(m).

(c) In the event this Plan satisfies the requirements of Code Section 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of Code Section 410(b) only if aggregated with this Plan, then this Section 4.6 will be applied by determining the Contribution Percentage of Participants as if all such plans were a single plan.

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(d) Notwithstanding any other provision of this Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, will be forfeited if the Participant is not 100% vested in his Matching Contributions Account pursuant to Section 6.3, or if the Participant is 100% vested in his Matching Contributions Account, will be distributed no later than the last day of each Plan Year to Participants to whose accounts such Excess Aggregate Contributions were allocated for the preceding Plan Year. If such Excess Aggregate Contributions are distributed more than 2-1/2 months (six months to the extent permitted by law for contributions under an Automatic Contribution Arrangement (Non-QACA)) after the last day of the Plan Year in which such excess amounts arose, a 10% excise tax will be imposed on the employer maintaining the Plan with respect to those amounts. Such distributions will be made to Highly Compensated Employees such that the dollar amount of Matching Contributions of the Highly Compensated Employee with the highest dollar amount of Matching Contributions will be reduced to the extent required to distribute the total amount of Excess Aggregate Contributions, or if it results in a lower reduction, to the extent required to cause such Highly Compensated Employee's dollar amount of Matching Contributions to equal the dollar amount of Matching Contributions of the Highly Compensated Employee with the next highest dollar amount of Matching Contributions. This distribution process will be repeated until all Excess Aggregate Contributions have been distributed. Excess Aggregate Contributions will be treated as annual additions under the Plan. A distribution of Excess Aggregate Contributions and income, gains and losses allocable thereto will be made without regard to any consent otherwise required under Section 7.3 or any other provision of the Plan. A distribution pursuant to this Subsection 4.6(d) of Excess Aggregate Contributions and income, gains and losses allocable thereto will not be treated as a distribution for purposes of determining whether the distributions required by Subsections 7.3(b) are satisfied.

(e) For purposes of this Plan, "Excess Aggregate Contributions" will mean, with respect to any Plan Year, the excess of:

(i) The aggregate Contribution Percentage Amounts taken into account in computing the numerator of the Average Contribution Percentage actually made on behalf of Highly Compensated Employees for such Plan Year, over

(ii) The maximum Contribution Percentage Amounts permitted by the Average Contribution Percentage test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of their Contribution Percentages beginning with the highest of such percentages).

Such determination will be made after first determining Excess Deferral Amounts pursuant to Section 4.4 and then determining Excess Contributions pursuant to Section 4.5. In no case will the amount of Excess Aggregate Contributions with respect to any Highly Compensated Employee exceed the amount of Matching Contributions made on behalf of such Highly Compensated Employee for such Plan Year.

(f) Excess Aggregate Contributions will be adjusted for income or loss. The income or loss allocable to Excess Aggregate Contributions Amount is equal to the allocable income or loss for the taxable year of the individual as described in (f)(i) below, plus the allocable income

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or loss for the period between the end of the taxable year and the date of distribution as described in (f)(ii) below.

(i) The income or loss allocable to Excess Aggregate Contributions is equal to the Participant Matching Contributions Account (if any, and if all amounts therein are not used in the Average Actual Deferral Percentage test) and, if applicable, Qualified Nonelective Contribution Account and Participant Salary Deferral Account of the Plan Year multiplied by a fraction, the numerator of which is such Participant's Excess Aggregate Contributions for the Plan Year, and the denominator is equal to the sum of the Participant's account balance(s) attributable to Matching Contributions and, if applicable, Qualified Nonelective Contributions and Salary Deferrals as of the beginning of the Plan Year, plus the Matching Contributions and, if applicable, Qualified Nonelective Contributions and Salary Deferrals for the Plan Year.

(ii) Ten percent (10%) of the amount determined under (f)(i) multiplied by the number of whole calendar months between the end of the Plan Year and the date of distribution, counting the month of distribution if distribution occurs after the 15th of such month.

(iii) Effective for Plan Years beginning after December 31, 2007, notwithstanding subsection 4.6(f)(ii), above, if a Participant's Excess Aggregate Contributions are returned by the close of the Plan Year following the Plan Year during which the Excess Aggregate Contributions were made, the Excess Aggregate Contributions will not be adjusted for income or loss with respect to the period between the end of the Plan Year and the date of distribution.

(g) Excess Aggregate Contributions will be forfeited, if forfeitable or distributed on a pro-rata basis from the Participant's Matching Contributions Account (and, if applicable, the Participant's Qualified Nonelective Contribution Account or Participant Salary Deferral Account, or both).

(h) Forfeitures of Excess Aggregate Contributions will be allocated in accordance with the provisions of Section 2.24.

(i) Notwithstanding the foregoing, no forfeitures arising under this Section 4.6 will remain unallocated or be allocated to a suspense account for allocation to one or more Employees in any future Plan Year. Notwithstanding any other provision of the Plan to the contrary, the provisions of this Section 4.6 will be administered in accordance with the rules set forth in Code Section 401(m)(2) and Treasury Regulations § 1.401(m)-2, or any successors thereto.

(j) Average Actual Contribution Percentage testing under this Section 4.6 will be performed using the current year method described in Treasury Regulation section 1.401(m)-2(a)(2)(ii).

4.7 Permissible Types of Employer Contributions

Payments on account of the contributions due from an Adopting Employer for any year must be made in cash.

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4.8 Loans to Participants

(a) No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of (i) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (ii) one-half of the present value of the nonforfeitable Account Balance of the Participant (excluding the Participant's Money Purchase Account). For the purpose of the above limitation, all loans from all plans of the Adopting Employer and other members of a group of employers described in Code Sections 414(b), (c), (m), and (o) are aggregated. Furthermore, any loan will by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant or as extended for leaves of absence due to qualified military service as provided in the Plan's loan procedures and policies. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this Subsection (a).

(b) Loans may not be made to Participants who are Highly Compensated Employees in percentage amounts greater than amounts made available to other Participants, and such loans must be made available to all Participants on a reasonably equivalent basis. However, loans will not be made in an amount less than $1,000. Any loans made must bear a reasonable rate of interest, considering all relevant factors, specifically including current bank interest rates, and must be adequately secured, as determined by the Plan Administrator. No Participant loan will exceed fifty percent (50%) of the present value of the Participant's vested Account Balance (excluding a Participant's Money Purchase Account) and no loan proceeds may be taken from a Participant's Money Purchase Account or amounts relating to any Qualified Nonelective Contributions or Qualified Matching Contributions. Except for the Money Purchase Account and amounts related to any Qualified Nonelective Contributions or Qualified Matching Contributions, all Accounts of the borrower hereunder may be pledged as security for such loans. All costs and expenses in connection with obtaining the loans and perfecting the Plan's security interest therein, including but not limited to taxes, recording fees, filing fees and attorney's fees will be prepaid by the Participant or will be deducted from the total proceeds of the loan.

(c) Any loan will be allocated to the Accounts of the Participant to whom the loan is made and repayment of principal and interest on the loan will be allocated to such Accounts in the proportion in which the funds were borrowed.

(d) The Plan Administrator may adopt a loan policy, provided that it will not conflict with the Plan.

(e) In the event of default in repayment by the Participant, or in the event of the Participant's death or other termination of employment, any loan from the Plan will become immediately due and payable. A Participant's loan will not be defaulted before the end of the calendar quarter following the calendar quarter in which the Participant's installment payment

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(including the final payoff) becomes due, except that any loan with an outstanding balance due 60 days following the loan's maturity date will be deemed defaulted. Foreclosure on the note and attachment of security will be in accordance with the loan policy, if any, adopted by the Plan Administrator and as may be required by applicable law, but in no event will such foreclosure and/or attachment take place prior to the time that the Participant experiences a distributable event under the terms of the Plan.

(f) Notwithstanding anything to the contrary, only a Participant in the Plan that is actively employed by an Adopting Employer and the Company may request a loan. An individual who is not employed by an Adopting Employer and the Company under the Plan is not eligible to take loans (but may continue to repay a loan (or loans, as the case may be) from the Plan in accordance with the terms of the Plan and the Plan's loan policy, if any). In addition, Participants who have defaulted on a prior loan from the Plan are not eligible for a new loan until the defaulted loan is paid in full. New loans are unavailable during the period of time that a Participant is on a Leave of Absence.

4.9 Rollover Contributions

(a) Any Employee who is in an employee class eligible to participate in the Plan under Section 3.1 may make a Rollover Contribution to this Plan, subject to the consent of the Plan Administrator; provided, however, that the trust from which the funds are to be transferred must permit the transfer to be made, and provided, further, that, in the opinion of the Plan Administrator's legal counsel, such transfer will not jeopardize the tax exempt status of this Plan or Trust or create adverse tax consequences for the Adopting Employer. The Plan Administrator is authorized to establish procedures to determine whether and the extent to which a Rollover Contribution is made to the Plan. Rollover Contributions will be made by delivery to the Trustee (or to the Plan Administrator for delivery to the Trustee) for deposit in the Trust. All Rollover Contributions must be in cash; provided, however, that the Trustee specifically is authorized and directed to accept as a Rollover Contribution a loan from another plan, subject to the usual rules of this Section and Section 2.53. The Trustee will not accept rollovers of accumulated deductible employee contributions from a Simplified Employee Pension Plan.

(b) If the Plan Administrator accepts such transfer of funds, it will allocate them to a separate or segregated account established for such purpose ("Rollover Account"). If the funds are allocated to a segregated account, they will be invested separately and any appreciation, depreciation, gain, or loss with respect to such account, and any related expenses will be allocated to such account; such funds will be 100% vested.

(c) Rollover Contributions will not be considered to be Participant contributions for the purpose of calculating the limitations under Section 5.5.

4.10 Money Purchase Contributions or After-Tax Contributions

Participants will not be permitted to make Money Purchase Contributions or, except as provided in Article XIII, after-tax contributions to the Plan. Notwithstanding the foregoing, in the case of a merger with or transfer of assets from another plan, the Plan may, in the discretion of the Plan Administrator, accept Money Purchase Contributions or after-tax contributions that

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were made to the prior plan. Such Money Purchase Contributions and after-tax contributions will be accounted for separately from other contributions made under the Plan and will be subject to distribution, loan and (except in the case of after-tax contributions) withdrawal restrictions as if such amounts were Salary Deferral amounts under the Plan, unless otherwise provided herein.

4.11 Fail-Safe Coverage Testing

If the Adopting Employer has elected in its Adoption Agreement to apply a last day of the Plan Year and Hours of Service allocation condition (the "Allocation Condition") with respect to Employer Profit Sharing Contributions and/or Matching Contributions, the Adopting Employer shall be deemed to have elected to apply the Fail-Safe Coverage Provision described in this Section 4.11. Under the Fail-Safe Coverage Provision, if the Plan fails to satisfy the ratio percentage coverage requirements under Code Section 410(b) for a Plan Year because of the application of the Allocation Condition with respect to such Adopting Employer, such Allocation Condition shall be eliminated for the Plan Year for certain Employees of such Adopting Employer, under the process described in the below subparagraphs, until the ratio percentage coverage test of Treas. Reg.§ 1.410(b)-2(b)(2) is satisfied.

(a) The Fail-Safe Coverage Provision shall apply for any Plan Year in which the Plan does not satisfy the ratio percentage test in Code Section 410(b) with respect to the Adopting Employer. Except as provided below, the Plan may not use the average benefits test to comply with the minimum coverage requirements for the Adopting Employer if the Fail-Safe Coverage Provision applies.

(b) Under the Fail-Safe Coverage Provision, certain Employees of the Adopting Employer who do not receive an allocation of Employer Profit Sharing Contributions and/or Matching Contributions for the Plan Year as a result of the Allocation Condition will receive an allocation of Employer Profit Sharing Contributions and/or Matching Contributions under the Plan based on whether such Employees are Category 1 Employees or Category 2 Employees, as defined below. If, after applying the Fail-Safe Coverage Provision, the Plan does not satisfy the ratio percentage test in Code Section 410(b) with respect to the Adopting Employer, the Fail-Safe Coverage Provision does not apply, and the Plan may use any other available method (including the average benefits test to satisfy the minimum coverage requirements under Code Section 410(b)).

(i) Non-Highly Compensated Employees of the Adopting Employer who terminated employment during the Plan Year with more than 500 Hours of Service are "Category 1 Employees." The last day of the Plan Year allocation condition will first be eliminated for Category 1 Employees (who did not receive an allocation of Employer Profit Sharing and/or Matching Contributions under the Plan because of the last day of the Plan Year allocation condition) beginning with the Category 1 Employee(s) who terminated employment closest to the last day of the Plan Year and continuing with the Category 1 Employee(s) with a termination of employment date that is next closest to the last day of the Plan Year until the ratio percentage test is satisfied. If two or more Category 1 Employees terminate employment on the same day, the allocation condition will be eliminated for those Category 1 Employees starting with the Category 1 Employee(s) with the lowest Compensation. If the Plan still fails to satisfy the ratio

percentage test after all Category 1 Employees receive an allocation of Employer Profit Sharing Contributions and/or Matching Contributions, the Plan proceeds to Category 2 Employees.

(ii) Non-Highly Compensated Employees who are employed by the Adopting Employer on the last day of the Plan Year but who failed to satisfy the Plan's Hours of Service allocation condition are "Category 2 Employees." The Hours of Service allocation condition will then be eliminated for Category 2 Employees (who did not receive an allocation of Employer Profit Sharing Contributions and/or Matching Contributions under the Plan because of the Hours of Service allocation condition) beginning with the Category 2 Employee(s) credited with the most Hours of Service for the Plan Year and continuing with the Category 2 Employee(s) with the next most Hours of Service until the ratio percentage test is satisfied. If two or more Category 2 Employees have the same number of Hours of Service, the allocation condition will be eliminated for those Category 2 Employees starting with the Category 2 Employee(s) with the lowest Compensation.

(iii) In applying the Fail-Safe Coverage Provision under this Section 4.11, if the Plan is a Top-Heavy Plan with respect to the Adopting Employer, the Adopting Employer shall first eliminate the Hours of Service allocation condition for all Non-Key Employees who are Non-Highly Compensated Employees, prior to applying the Fail-Safe Coverage Provision described above.

4.12 Employer Year End Contributions

Notwithstanding the elections so made (or omitted to be made) in the Adoption Agreement by an Adopting Employer, an Adopting Employer shall be deemed to have elected the option to make an Employer Discretionary Plan Year End Matching Contribution or Employer Discretionary Plan Year End Profit Sharing Contribution for a Plan Year which otherwise satisfies the provisions of this Article IV to the extent that such discretionary contribution is necessary to either satisfy the provisions of Section 4.6 of the Plan or prevent the Plan from being considered a "Top-heavy plan" as such term is defined in Article IX, Section 9.2(b).

4.13 Transition Rule

The transition rule included in Section 410(b)(6)(C) of the Code will be applied on an Employer-by-Employer basis, such that if an Adopting Employer becomes, or ceases to be, a member of a controlled group described in Section 414(b), (c), (m), or (o) of the Code, the requirements of Section 410(b) of the Code will be treated as having been met during the Transition Period (as defined below) with respect to the portion of the Plan related to the individual Adopting Employer, provided that: (A) the portion of the Plan related to the individual Adopting Employer must have satisfied the requirements of Section 410(b) of the Code immediately before such change to the members of the individual Adopting Employer's controlled group, and (B) coverage under the portion of the Plan related to the Adopting Employer does not significantly change during the Transition Period (other than by reason of the change in the members of the controlled group). The Transition Period is defined as the period beginning on the date of the change in members of the controlled group and ending on the last day of the first plan year beginning after the date of such change.

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ARTICLE V

ADMINISTRATION OF ACCOUNTS

5.1 Investments

The Committee is hereby designated as the named fiduciary, within the meaning of Section 402(a) of ERISA, with respect to the management and investment of the assets of the Plan and will, except to the extent provided in Sections 5.2 and 8.9, direct the Trustee as to investment of such Plan assets and will have all powers necessary to carry out such duties. The Committee may delegate such duties as it deems necessary to carry out its duties hereunder.

5.2 Participant-Directed Accounts

The Committee, in its sole discretion, may determine that all Participants be permitted to direct the Trustee as to the investment of all of their individual account balances. If such authorization is given, Participants may, subject to a procedure established by the Plan Administrator and applied in a uniform and nondiscriminatory manner, direct the Trustee to invest their Account Balance in specific assets, specific funds or other investments permitted by the Committee and under the Plan ("investment options"). Of the designated investment options, there will be at least three (3) investment options (each of which provides a broad range of investment alternatives as contemplated under ERISA Section 404(c) and the regulations thereunder). From time to time the Committee may designate additional investment options, withdraw the designation of investment options or change designated investment options. Notwithstanding the preceding, the Plan Administrator can establish reasonable rules limiting the investment discretion of a Participant, including, but not limited to, restrictions on the availability of transfers, minimum or maximum investment or transfer amounts, and restrictions on the frequency or amount of trading with respect to a given investment option. Accounts which have been individually directed will be segregated for the purpose of allocating earnings and expenses pursuant to Section 5.4. All expenses incurred pursuant to a Participant's directing investments, including brokerage fees, state and federal income taxes arising from unrelated business taxable income and any other incidental expenses will be paid solely with funds from the accounts of such Participant. Neither the Trustee, the Committee nor the Plan Administrator will be held liable for the Participant's investment choice, so long as the investment is made under this Section 5.2. To the extent that Participants may direct the investment of their Account Balance as provided herein, it is intended that the Plan constitute a plan described in ERISA Section 404(c).

The Committee may appoint an independent investment consultant (the "Investment Consultant") to assist the Committee in carrying out its duties hereunder. The role of the Investment Consultant will be to provide the Committee with information relating to Plan investment alternatives (or proposed investment alternatives), as well as to provide ongoing performance measurement and investment monitoring services of the Plan's investment alternatives and overall menu. The services include, among other things, periodic investment recommendations and recommendations with respect to adding, supplementing, or removing investment options. The Investment Consultant will also be responsible for advising the Committee with respect to the reasonableness of the fees from all sources received by the

Trustee, recordkeeper and other service providers with respect to the Plan's investment program, so the Committee may fulfill its fiduciary responsibility with respect thereto.

5.3 Invest in Single Fund and Reasonable Rules

Except as directed pursuant to Section 5.2, the Trustee may cause all contributions paid to it by the Adopting Employer and, if applicable, the Participant, and the income therefrom, without distinction between principal and income, to be held and administered as a single fund, and the Trustee will not be required to invest separately any share of any Participant. The Trustee may adopt reasonable rules for the administration of such common fund and for the determination of the proportionate interest of each Participant in the fund.

5.4 Valuation of Assets and Allocation of Changes

Except to the extent that assets of the Trust Fund have been invested pursuant to direction provided pursuant to Section 5.2, the assets of the Trust Fund will be valued as of the close of the last day of each Plan Year at their fair market value and each Participant's Account Balances will be adjusted for any net appreciation or net depreciation in the assets of the Plan and any net income or net loss of the Trust for such year, with each Account Balance being credited or charged in the ratio that the amount of the Account Balance (as of the close of the last day of the Plan Year) bears to the total (as of the close of the last day of the Plan Year) of all non-segregated accounts. For the purpose of such adjustment of Account Balances, any contribution made by an Adopting Employer with respect to that Plan Year will be considered as having been made immediately after such valuation and adjustment, unless such contributions are actually allocated to a Participant's Account Balance prior to such valuation. In making the adjustments required by this Section the cash value of any life insurance, and the value of any amounts segregated in accordance with Section 4.10 will not be considered in determining the amount of net appreciation, depreciation, gain or loss to be allocated to such account. The amount of any net appreciation, depreciation, gain or loss with respect to such cash value or segregated account will be allocated to the individual account with respect to which it arose. In addition to the valuations required by the first sentence of this Section 5.4, the Trust Fund may be valued at such-other times during the Plan Year as the Plan Administrator deems appropriate.

5.5 Limitations on Allocations to Each Participant

(a) (i) If the Participant does not participate in, and has never participated in, another qualified plan maintained by the employer or a welfare benefit fund, as defined in Code Section 419(e) maintained by the employer, or an individual medical account, as defined in Code Section 415(l)(2), maintained by the employer, which provides an annual addition as defined in (d)(i), the amount of annual additions which may be credited to the Participant's account for any limitation year will not exceed the lesser of the maximum permissible amount or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's account would cause the annual additions for the limitation year to exceed the maximum permissible amount, the amount contributed or allocated will be reduced so that the annual additions for the limitation year will equal the maximum permissible amount.

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(ii) Prior to determining the Participant's actual compensation for the limitation year, the Employer may determine the maximum permissible amount for a Participant on the basis of a reasonable estimation of the Participant's compensation for the limitation year, uniformly determined for all Participants similarly situated.

(iii) As soon as administratively feasible after the end of the limitation year, the maximum permissible amount for the limitation year will be determined on the basis of the Participant's actual compensation for the limitation year.

(iv) If, pursuant to (a)(iii) or as a result of an allocation of Forfeitures there is an excess amount, the excess will be corrected only to the extent permitted by rules set forth in IRS revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(b) (i) This Subsection (b) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the employer, a welfare benefit fund, as defined in Code Section 419(e) maintained by the employer, or an individual medical account, as defined in Code Section 415(l)(2), maintained by the employer, which provides an annual addition as defined in (d)(i), during any limitation year. The annual additions which may be credited to a Participant's account under this Plan for any such limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to a Participant's account under the other plans and welfare benefit funds for the same limitation year. If the annual additions with respect to the Participant under the other defined contribution plans and welfare benefit funds maintained by the employer are less than the maximum permissible amount and the employer contribution that would otherwise cause the annual additions for the limitation year to exceed this limitation, the amount contributed or allocated will be reduced so that the annual additions under all such plans and funds for the limitation year will equal the maximum permissible amount. If the annual additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the Participant's account under this Plan for the limitation year.

(ii) Prior to determining the Participant's actual compensation for the limitation year, the employer may determine the maximum permissible amount for a Participant in the manner described in (a)(ii).

(iii) As soon as is administratively feasible after the end of the limitation year, the maximum permissible amount for the limitation year will be determined on the basis of the Participant's actual compensation for the limitation year.

(iv) If, pursuant to (b)(iii) or as a result of the allocation of forfeitures, a Participant's annual additions under this Plan and such other plans would result in an excess amount for a limitation year, the excess amount will be deemed to consist of the annual additions last allocated, except that annual additions attributable to a welfare fund or individual medical account will be deemed to have been allocated first regardless of the actual allocation date.

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(v) If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of,

(A) the total excess amount allocated as of such date, times

(B) the ratio of (i) the annual additions allocated to the Participant for the limitation year as of such date under this Plan to (ii) the total annual additions allocated to the Participant for the limitation year as of such date under this and all the other qualified defined contribution plans.

(vi) Any excess amount attributed to this Plan will be disposed of in the manner described in (a)(iv).

(c) Definitions.

(i) Annual additions: The sum of the following credited to a Participant's account for the limitation year:

(A) employer contributions,

(B) employee contributions,

(C) forfeitures, and

(D) amounts allocated to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions which 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 are treated as annual additions to a defined contribution plan.

For this purpose, any excess amount applied under (a)(iv) or (b)(vi) in the limitation year to reduce employer contributions will be considered annual additions for such limitation year.

(ii) Compensation: Compensation is defined as wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Adopting Employer maintaining the Plan to the extent that the amounts are includable in gross income (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury Regulation section 1.62-2(c)), plus the Participant's pre-tax elective contributions under Sections 125, 132(f) and 401(k) of the Code, and excluding the following:

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(A) Employer contributions to a plan of deferred compensation which are not includable in the employee's gross income for the taxable year in which contributed, or employer contributions under a Simplified Employee Pension Plan to the extent such contributions are deductible by the employee, or any distributions from a plan of deferred compensation;

(B) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(C) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(D) Other amounts which received special tax benefits, or contributions made by the employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Code Section 403(b) (whether or not the contributions are actually excludable from the gross income of the employee).

For any self-employed individual compensation will mean earned income.

For purposes of applying the limitations of this Section 5.5, compensation for a limitation year is the compensation actually paid or made available during such limitation year. Notwithstanding the preceding sentence, compensation for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Code Section 22(e)(3)) is the compensation such Participant would have received for the limitation year before becoming permanently and totally disabled; such imputed compensation for the disabled Participant may be taken into account only if the Participant is not a Highly Compensated Employee (as defined in Code Section 414(q)) and contributions made on behalf of such Participant are nonforfeitable when made.

Effective as of January 1, 2008, for purposes of this Section 5.5, Compensation will include payments to an individual who does not currently perform services for an Adopting Employer by reason of qualified military service (as defined in Section 414(u) of the Code), to the extent those payments do not exceed the amount the individual would have received had he continued to perform services for the Adopting Employer rather than entering military service.

(iii) Defined contribution dollar limitation: Effective for limitation years beginning after December 31, 2022, $66,000, as adjusted for increases in the cost of living in accordance with Section 415(d)(1)(C) of the Code.

(iv) Employer: For purposes of this Section 5.5, employer will mean the Adopting Employer and respective Affiliates.

(v) Excess amount: The excess of the Participant's annual additions for the limitation year over the maximum permissible amount.

(vi) Limitation year: The Plan Year, unless the employer elects in writing a different 12-consecutive month period. All qualified plans maintained by the employer must use

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the same limitation year. If the limitation year is amended to a different 12-consecutive month period, the new limitation year must begin on a date within the limitation year in which the amendment is made.

(vii) Maximum permissible amount: The maximum annual addition that may be contributed or allocated to a Participant's account under the Plan for any limitation year will not exceed the lesser of:

(A) the defined contribution dollar limitation, or

(B) 100% of the Participant's compensation for the limitation year.

The compensation limitation referred to in (2) will not apply to any contribution for medical benefits (within the meaning of Code Section 401(h) or Code Section 419A(f)(2)) which is otherwise treated as an annual addition under Code Section 415(l)(1) or Section 419A(d)(2).

If a short limitation year is created because of an amendment changing the limitation year to a different 12-consecutive month period, the maximum permissible amount will not exceed the defined contribution dollar limitation multiplied by the following fraction:

$$\frac{\text{Number of months in the short limitation year}}{12}$$

5.6 Designation of Beneficiary

Each Participant may designate from time to time in writing one or more Beneficiaries, who will receive the Participant's vested Account Balance in the event of the Participant's death. Each Participant's beneficiary designation, if any, in effect under any prior plan that is merged into the Plan is null and void as of the date of the merger and the Participant must designate in writing one or more Beneficiaries to be effective under the Plan on or after the date of the merger in accordance with this Section 5.6. Effective January 1, 2018, if the Participant dies without having made a Beneficiary designation, the Trustee will distribute such benefits in the following order of priority to the deceased Participant's: (a) Spouse or, if no Spouse, (b) lineal descendants, or, if none, (c) parents, or, if none, to the (d) estate. Notwithstanding the foregoing, if the Trustee is not assured, in its absolute discretion, of the identity and status of any of the Participant's Spouse, lineal descendants or parents, the Trustee may distribute such benefit to the deceased Participant's estate.

However, in the event of the death of a Participant who has a Spouse, the surviving Spouse must be the sole Beneficiary unless the surviving Spouse has consented in writing to a different election, has acknowledged the effect of such election, and the consent and acknowledgment are witnessed by a member of the Plan Administrator or a notary public. The consent of the Spouse will not be necessary if it is established to the satisfaction of the Plan Administrator that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the regulations may prescribe. The consent of a Spouse as reason for not requiring such consent will be applicable only to that Spouse. If the Spouse of a Participant becomes locatable or if a Participant remarries, it will be the duty of the Participant to bring that fact to the

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attention of the Plan Administrator. If the Participant so notifies the Plan Administrator, the Plan Administrator will then, if applicable, proceed to make available to such Spouse the consent of Spouse procedures described in this Section.

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ARTICLE VI

VESTING

6.1 Participant Salary Deferral Account and Rollover Account and Certain Employer Year End Contributions 100 Percent Vested

The Account Balance of a Participant's Salary Deferral Account and Rollover Account will be 100% vested at all times. In addition, any Employer Year End Contributions made pursuant to Section 4.12 of the Plan will be 100% vested at all times.

6.2 Employer Profit Sharing Account and Matching Contributions Account Vesting on Death, Retirement, or Total and Permanent Disability

If a Participant's employment is terminated from an Adopting Employer for death, for Total and Permanent Disability, or upon a Participant attaining Normal Retirement Age, 100% of the Account Balance in a Participant's Employer Profit Sharing Account and Matching Contributions Account will vest in the Participant (or in his Beneficiary, as the case may be) and will be distributed in accordance with the provisions of Article VII.

6.3 Employer Profit Sharing Account and Matching Contributions Account Vesting on Termination

If a Participant's employment is terminated prior to attaining Normal Retirement Age except for death or Total and Permanent Disability, the Account Balance(s) in the Employer Profit Sharing Account, Matching Contributions Account, and Money Purchase Account (if any) of the Participant will vest in accordance with the schedule(s) specified in the Adoption Agreement.

The Account Balance of a Participant which is not vested as above provided will be retained by the Trustee for allocation as a Forfeiture, in accordance with the provisions of Section 2.24.

6.4 Restoration of Forfeitures

If a Participant is less than 100% vested, and either (i) he receives a distribution from the Plan and forfeits part of his Account Balance, and then, if the Participant resumes employment with an Adopting Employer before the occurrence of five consecutive One-Year Breaks in Service, or (ii) the Participant receives an in-service distribution, then until such time as there is a fifth consecutive One-Year Break in Service, the Participant's vested portion of the balance in his account at any time will be equal to an amount ("X") determined by the formula $X = P(AB + (R \times D)) - (R \times D)$, where "P" is the vested percentage of the Participant at such time, "AB" is, the balance in the Participant's account at such time and "D" is the amount of the distribution not previously repaid by the Participant in accordance with Section 7.9 (if applicable), and "R" is the ratio of the account balance at the relevant time to the account balance after distribution.

If an Employee who is zero percent vested is deemed to receive a distribution pursuant to Section 7.2, and that Employee resumes employment covered under this Plan before the date he

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incurs five (5) consecutive One-Year Breaks in Service, upon the reemployment of such Employee, the Employer-derived Account Balance of the Employee will be restored to the amount on the date of such deemed distribution by either: (i) the Adopting Employer who rehires the Employee (but only if the Employee is rehired by the same Adopting Employer) or (ii) the Company or the Adopting Employer with whom he was employed immediately prior to the Breaks in Service.

If the Participant's forfeited Account Balance is restored pursuant to this Section 6.4, the restoration will be made first out of Forfeitures, if any, and then by additional Employer contributions.

ARTICLE VII

DISTRIBUTION OF BENEFITS

7.1 Hardship Distribution

A Participant may apply in writing to the Plan Administrator for a hardship withdrawal of part or all of his vested (i) Participant Salary Deferral Account, (ii) Matching Contributions Account and (iii) Employer Profit Sharing Account. The Participant will not be eligible to apply for a hardship withdrawal, however, if the balance in the Participant's Rollover Account is greater than the amount necessary to alleviate the Participant's hardship. The Plan Administrator in its discretion and in accordance with the provisions of this Section 7.1 will determine what portion or all of such vested Account Balance is necessary to alleviate the hardship. A distribution is on account of hardship only if the distribution both is made on account of an immediate and heavy financial need of the Participant as determined in accordance with Subsection (a) below and is necessary to satisfy such financial need as determined in accordance with Subsection (b) below. The determination by the Plan Administrator of the existence of an immediate and heavy financial need and of the amount necessary to meet the need will be made in a nondiscriminatory and uniform manner. The determination of hardship by the Plan Administrator will be final and binding. No hardship withdrawals may be taken from a Participant's Money Purchase Account.

In the case of a distribution from the Participant's Salary Deferral Account, the amount of the distribution is limited to the Participant's net distributable amount. The net distributable amount is equal to the distributable amount, reduced by the amount of previous distributions on account of hardship. The distributable amount is equal to the sum of (i) the Participant's total Salary Deferrals as of the date of distribution and (ii) income allocable to Salary Deferrals.

(a) A distribution will be deemed to be made on account of an immediate and heavy financial need of the Participant if the distribution is for:

(i) expenses for (or necessary to obtain) medical care for the Participant, his spouse, dependents, or his designated Beneficiary as defined under Code Section 213(d);

(ii) costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);

(iii) payment of tuition and related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant or the Participant's Spouse, children, dependents (as defined in Code Section 152, and without regard to section 152(b)(1), (b)(2), and (d)(1)(B)), or designated Beneficiary;

(iv) payments necessary to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of that residence;

(v) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children, dependents (as defined in Code Section 152 without regard to section 152(d)(1)(B)), or designated Beneficiary;

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(vi) to pay for expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income and, for hardship withdrawals on or after January 1, 2018, without regard to Section 165(h)(5) of the Code); or

(vii) effective January 1, 2020, the need to pay expenses and cover losses (including loss of income) incurred by the Participant on account of a federally declared disaster declared by the Federal Emergency Management Agency (FEMA), provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or

(viii) such other financial needs as prescribed by the Secretary of the Treasury or the Commissioner of Internal Revenue.

(b) A distribution will be deemed to satisfy an immediate and heavy financial need of a Participant if all of the following requirements are satisfied:

(i) the distribution is not in excess of the amount of the immediate and heavy financial need of the Participant. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

(ii) in the case of a distribution from the Participant's Salary Deferral Account, the Participant has obtained all other currently available distributions, other than hardship distributions under the Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer; and

(iii) the Participant has furnished a representation in writing (including by using an electronic medium) to the Plan Administrator that the Participant has insufficient cash or other liquid assets to satisfy the need, and the Plan Administrator does not have actual knowledge that is contrary to the representation.

(c) In order to apply for a hardship distribution from the Plan, the Participant first must withdraw all available amounts from his Rollover Account, in accordance with Section 7.6. Thereafter, if a Participant qualifies for a hardship distribution, the Participant's Accounts will be distributed to satisfy such hardship in the following order to the extent permitted by law: (i) Participant Salary Deferral Account, (ii) Matching Contribution Account, (iii) Employer Profit Sharing Account, and (iv) any Account under the Plan eligible to be withdrawn other than those described in (i) - (iii), above.

7.1A Qualified Birth or Adoption Distribution

On and after November 8, 2021, a Participant may receive a Qualified Birth or Adoption Distribution (a "QBOAD") from his vested Account Balance in connection with the birth of the Participant's child or the Participant's legal adoption of an individual who is under the age of 18 or physically or mentally incapable of self-support (determined in the same manner as whether an individual is disabled under Code Section 72(m)(7)). Application for a QBOAD must be made pursuant to the Plan Administrator's procedures, subject to the following restrictions: (1)

the QBOAD must be made within the 12-month period that begins on the date of the child's birth or the date the legal adoption is finalized, and (2) the QBOAD in respect of any individual birth or adoption must not exceed the excess of $5,000 over the sum of qualified birth or adoption distributions received in respect of such birth or adoption from the Plan and other applicable eligible retirement plans (as defined in Code Section 72(t)(2)(H)(vi)(I)). In accordance with Code Section 72(t)(2)(H)(vi)(I), the Plan Administrator may apply the aggregate limit in clause (2) of the immediately preceding sentence without regard to applicable eligible retirement plans that are not maintained by Affiliates ("unaffiliated arrangements") except to the extent the Plan Administrator has actual knowledge of qualified birth or adoption distributions from unaffiliated arrangements. To the extent permitted by Code Section 72(t)(2)(H)(v) and guidance of general applicability thereunder, and subject to the Plan Administrator's procedures, a Participant may repay all or some of the QBOAD to the Plan, provided that the QBOAD was initially received from the Plan and the Participant is eligible to make Rollover Contributions to the Plan at the time of such recontribution.

7.2 Method of Distribution of Accounts

(a) Subject to Section 7.2A, the Participant will elect to receive distribution of his Account Balance in one of the following forms: (i) a lump-sum distribution, (ii) an installment distribution consisting of approximately equal annual installments (subject to the limitations of Section 7.2(d), below) over a term certain, or (iii) a direct rollover as described in Section 7.11 of the Plan. Notwithstanding the preceding, if a Participant's vested Account Balance at the time he terminates employment (through severance, death, or Total and Permanent Disability) does not exceed $1,000, the entire amount of such Account Balance will be distributed in the form of a lump sum within 90 days after such termination of employment. A Participant's vested Account Balance for purposes of this subsection will include that portion of the Account that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Section 412(c), 403(a)(4), 413(b)(8), 418(d)(3)(A)(ii), and 457(e)(16) of the Code.

(b) If a Participant terminates employment, and the value of the Participant's vested Account Balance (as determined in accordance with Section 7.2(a)) does not exceed $5,000, then the Participant's entire vested Account Balance (not counting any non-vested portion, which will be treated as forfeited) will be distributed as follows:

(i) If the Participant's vested Account Balance (including any portion thereof attributable to past rollover distributions) is greater than $1,000 and the Participant has not attained Normal Retirement Age, then the Participant's entire vested Account Balance will be distributed on the Participant's behalf as a direct rollover to an individual retirement plan designated by the Company, unless the Participant elects in writing to receive payment of such vested Account Balance (in which case it will be paid to the Participant in a lump sum).

(ii) If the Participant's vested Account Balance (including any portion thereof attributable to past rollover distributions) is $1,000 or less, then the Participant's entire vested Account Balance will be distributed as a lump sum.

For purposes of this Section, if the value of a Participant's vested Account Balance is zero, the Participant will be deemed to have received a distribution of such vested Account Balance

(c) If the value of a Participant's vested Account Balance derived from employer and employee contributions exceeds $5,000 (as determined in accordance with 7.2(b)), and the Account Balance is immediately distributable, the Participant (or where the Participant has died, his Beneficiary) must consent to any distribution of such Account Balance. The consent of the Participant will be obtained in writing within the 30-day period before distribution.

Notwithstanding the foregoing, the consent of the Participant will not be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or Code Section 415. In addition, upon termination of this Plan, if the Adopting Employer or any Affiliate does not maintain another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)), the Participant's Account Balance will, without the Participant's consent, be distributed to the Participant.

(d) If distributions are made in installments, then the amount of the installment to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and his designated Beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Treasury Regulations Section 1.72-9, Table V and VI or, in the case of payments under a contract issued by an insurance company, by use of the life expectancy tables of the insurance company. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually, but the life expectancy of a non-Spouse Beneficiary may not be recalculated. If the Participant's Spouse is not the designated Beneficiary, the method of distribution selected must assure that at least 50% of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

(e) Distribution After Death of Participant. In the event of the death of a Participant after installment payments have begun, but prior to completion of such payments, the full amount of such unpaid benefits will continue to be paid in the form of the previously established installments except that the Beneficiary may request that the remaining Account Balance be paid in a lump sum.

In the event of the death of the Participant prior to the start of any payment of his Account Balance, distributions will be made in the form and at the time or times selected by the Beneficiary pursuant to this Section 7.2.

7.2A Special Rules for Distributions from Money Purchase Accounts

(a) Except as provided in Section 7.2(b), with respect to each Participant who has a Money Purchase Account, unless he elects otherwise, as hereinafter provided, the entire amount of his Money Purchase Account will be used to purchase from an insurance company (selected by the Plan Administrator) a nonforfeitable and nontransferable "qualified joint and survivor annuity." For purposes hereof, a "qualified joint and survivor annuity" means (i) with respect to a Participant who has a Spouse, an annuity for the life of the Participant with a survivor annuity for the life of the Participant's Spouse which is at least 50% of the amount of the annuity which is payable during the life of the Participant and (ii) with respect to an Participant who does not have a Spouse, an annuity for the life of the Participant.

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The Plan Administrator will notify the Participant in writing of his right to waive payment of his benefit in the form of a "qualified joint and survivor annuity" and to elect an optional benefit form pursuant to Section 7.2(a), or, in the case of a Participant who has a Spouse, a "qualified optional survivor annuity." For purposes hereof, a "qualified optional survivor annuity" is an annuity for the life of the Participant with a survivor annuity for the life of the Participant's Spouse which is 75% of the amount of the annuity which is payable during the life of the Participant. Such notification will be at least 30 days but no more than 90 days prior to the Participant's Normal Retirement Age or, if earlier, the date as of which payment of the Participant's benefit is to commence, and will include an explanation of the terms and conditions of the "qualified joint and survivor annuity" and the "qualified optional survivor annuity," the right to waive either form of benefit (and the effect of doing so), the right to revoke the waiver and the rights of his Spouse under the law.

In the case of a Participant who has a Spouse, if the Participant elects to waive payment of the Participant's benefit in the form of a "qualified joint and survivor annuity," and also elects to waive payment in the form of a "qualified optional survivor annuity," then such election will not be effective without the written consent of the Participant's Spouse. Such election will also designate a Beneficiary (and a form of benefits) which may not be changed without consent of the Spouse (or the spouse expressly permits designations by the Participant without further spousal consent). Such consent will contain an acknowledgment of the effect upon the Spouse of the waiver by the Participant of benefits in the form of a "qualified joint and survivor annuity" and a "qualified optional survivor annuity" and will be witnessed by a notary public. Such consent will be obtained within the 90-day period ending on the first day of the first period for which the Participant's benefit is to commence payment, and will be irrevocable. Spousal consent will not be required if it is established to the satisfaction of the Plan Administrator that consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as may exist as may be prescribed by regulations. A Participant may revoke an election to waive payment in the form of a "qualified joint and survivor annuity" or a "qualified optional survivor annuity" at any time during the election period specified in this Section 7.2A, and such revocation will not require spousal consent.

Any election or revocation of an election by a Participant, or consent to waive a "qualified joint and survivor annuity" or a "qualified optional survivor annuity" by a Spouse, will be made on an appropriate form and will not be deemed effective until delivered in writing to the Plan Administrator.

(b) If the "qualified joint and survivor annuity" and the "qualified optional survivor annuity" forms of benefit are properly waived under Section 7.2A(a), a Participant (and, if applicable his Spouse) may elect, subject to Section 7.2(b), to receive distribution of his Account Balance (including his Money Purchase Account balance) in one of the optional forms set forth in Section 7.2(a), subject to the rules applicable thereto.

7.3 Time of Distribution

(a) General Rules. The requirements of this Section 7.3 will take precedence over any inconsistent provisions of the Plan. All distributions required under this article will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

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(b) Time and Manner of Distribution.

(i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

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

(A) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the Required Beginning Date, if later.

(B) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 7.3(b)(ii), other than Section 7.3(b)(ii)(A), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 7.3(b) and Section 7.3(e), unless Section 7.3(b)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 7.3(b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under section 7.3(b)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under section 7.3(b)(i)), the date distributions are considered to begin is the date distributions actually commence.

(c) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with subsections (d) and (e) of this Section 7.3. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

(d) Required Minimum Distributions During Participant's Lifetime.

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(i) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 7.3(d) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(e) Required Minimum Distributions After Participant's Death.

(i) Death On or After Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

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

(3) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

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

(ii) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 7.3(e)(i).

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

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 7.3(b)(ii)(A), this Section 7.3(e)(ii) will apply as if the surviving Spouse were the Participant.

(f) Definitions.

(i) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 2.8 of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(ii) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 7.3(b)(ii). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

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(iii) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(iv) Participant's Account Balance. The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(v) Required Beginning Date. The "Required Beginning Date" for a Participant other than a five percent (5%) owner (as described in Code Section 416(i)) is April 1 of the calendar year following the later of (A) the calendar year in which the Participant retires or (B) the calendar year in which the Participant attains RMD Age. The "Required Beginning Date" for a Participant who is a five percent (5%) owner is April 1 of the calendar year following the calendar year in which the Participant attains: RMD Age. "RMD Age" means (i) for a Participant who attains age 70½ before January 1, 2020, age 70½; (ii) for a Participant who attains age 70½ after December 31, 2019, and age 72 before January 1, 2023, age 72; (iii) for a Participant who attains age 72 after December 31, 2022, and age 73 before January 1, 2033, age 73; and (iv) for a Participant who attains age 73 after December 31, 2032, age 75.

(g) 2020 RMDs. Notwithstanding any provision of this Section 7.3, a Participant or Beneficiary who would have been required to receive a required minimum distribution for 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2020 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and his Beneficiary, or for a period of at least ten (10) years ("Extended 2020 RMDs"), would not have received those distributions for 2020 unless the Participant or Beneficiary chose to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to receive the distributions described in the preceding sentence.

7.4 Distribution After Death of Participant

Except as provided in Section 7.4A, in the event of the death of the Participant prior to the start of any payment of his Account Balance, distributions will be made in the form and at the time or times selected by the Beneficiary pursuant to Sections 7.1 and 7.2 or as required under Section 7.3.

7.4A Special Rules for Distributions of Money Purchase Accounts After Death of Participant

(a) Notwithstanding anything herein to the contrary, except as provided in Section 7.2(b), in the case of a Participant with a Money Purchase Account who dies prior to the start of any payment of his Account Balance, and who has a Spouse at the time of his death, his Beneficiary will automatically be his Spouse with respect to 50% (or such higher amount as elected by the Adopting Employer in its Adoption Agreement) of the Participant's Money Purchase Account (and no other person designated by him will be entitled to any other benefits in respect of such portion of his Money Purchase Account) unless another Beneficiary is designated by the Participant with the written consent of the Spouse pursuant to Section 5.6 during the Election Period, as provided in subsection (c) hereof. The remaining 50% (or such higher amount as elected by the Adopting Employer in its Adoption Agreement) of the Participant's Money Purchase Account will be paid to the designated Beneficiary under Section 7.4 above. Notwithstanding the foregoing, a Participant who has received a written explanation of the survivor benefits payable to the Spouse, in the form described in Section 7.4A(d) hereof, may designate another Beneficiary prior to the Election Period with the written consent of his Spouse (as described above), provided that such election will become invalid as of the first day of the Plan Year in which the Participant attains 35, and his Beneficiary will automatically be his Spouse with respect to 50% (or such higher amount as elected by the Adopting Employer in its Adoption Agreement) of the Participant's Money Purchase Account (and no other person designated by him will be entitled to any other benefits in respect of such portion of his Money Purchase Account) unless another Beneficiary is designated by the Participant with the written consent of the Spouse during the Election Period.

The automatic death benefit payable under subsection (a) hereof to a Participant's surviving Spouse will be paid by using 50% (or such higher amount as elected by the Adopting Employer in its Adoption Agreement) of the Participant's Money Purchase Account balance to purchase from an insurance company (selected by the Plan Administrator) a nonforfeitable and nontransferable annuity providing benefits for the life of the Spouse (a "qualified survivor annuity"), with payments to commence on the date the Participant would have attained age 65 if he survived or such earlier date elected by the Spouse; provided, however, that the Spouse may elect to waive the qualified survivor annuity and receive payment of such portion of the Participant's Money Purchase Account as elected in accordance with the form and at the time or times selected by such individual pursuant to Sections 7.1 and 7.2 or as required under Section 7.3. A Spouse's waiver of the qualified survivor annuity must be in writing and witnessed by a notary public.

(b) The "Election Period" will mean the period which begins on the first day of the Plan Year in which the Participant attains age thirty-five (35) and ends on the earlier of the date of the Participant's death or the date of the commencement of the payment of the benefits earned by the Participant. If the Participant separates from service prior to the first day of the Plan Year in which age thirty-five (35) is attained, with respect to the portion of his Money Purchase Account earned prior to separation, the Election Period will begin on the date of separation.

(c) The Plan Administrator will provide to each Participant within the applicable period a written explanation with respect to the survivor benefits payable to the Spouse described herein comparable to the explanation provided for in Section 7.2A. Such written explanation will be provided within the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in

which the Participant attains age 35, or within a reasonable period after the individual becomes a Participant, if later, and in the case of a Participant who separates from service before attaining age 35, within a reasonable period after separation.

7.5 Distribution After Death of Beneficiary

In the event of the death of a Beneficiary (or a contingent Beneficiary, if applicable) prior to the distribution of benefits due the Beneficiary from the Plan, the full amount of such unpaid benefits will at once vest in and become the property of the estate of said Beneficiary. In determining the amount of such unpaid benefits, no adjustment will be made by reason of any net income, or net loss, of the Trust, or any net appreciation or net depreciation by the Trust's assets subsequent to the beginning of the Plan Year in which such final distribution occurs.

7.6 Other Pre-Retirement Distributions

(a) At such time as the Participant will have attained age 59-1/2, the Participant may request distribution of all or any part of the amount then credited to the Accounts maintained on behalf of the Participant. Any distribution hereunder may not be less than the lesser of $1,000 or the total amount then credited to the Accounts maintained on behalf of the Participant. Any distribution from an Employer Profit Sharing or Matching Contributions Account may occur before the Participant is 100% vested in such Account provided that such distribution is not more than the vested portion of that Account. In the event that the Participant receives such a distribution, the Participant will continue to be eligible to participate in the Plan on the same basis as any other Employee. Any distribution made pursuant to this Section will be made in a manner consistent with Sections 7.2, 7.2A and 7.3 hereof and subject to the direct rollover provisions of Section 7.11.

(b) If a Participant has a balance in his Rollover Account, he may withdraw amounts from his Rollover Account at any time.

(c) In addition to the events permitting distribution as provided above, the Participant also will be entitled to a distribution of all of the Participant's vested Account Balance upon (i) the disposition by the Adopting Employer to an entity that is not an Affiliate of substantially all of the assets used by the Adopting Employer in a trade or business of the Adopting Employer with respect to a Participant who continues employment with the entity acquiring such assets, or (ii) the disposition by the Adopting Employer or an Affiliate of its interest in a subsidiary to an entity that is not an Affiliate with respect to a Participant who continues employment with such subsidiary.

(d) Effective as of January 1, 2008, notwithstanding any other Plan provision to the contrary, any Participant performing service in the uniformed services for a period of more than 30 days will, for purposes of being eligible to receive a distribution from his Account, be treated as if he had severed from employment with the Adopting Employer. However, any Participant who elects to receive a distribution pursuant to this Section 7.6(d) will not be able to make Salary Deferrals within the 6-month period beginning on the date of such distribution.

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7.7 Forfeitures; Restoration

(a) Subject to the provisions of subsection (b) below, any non-vested portion of a Participant's Employer Profit Sharing or Matching Contributions Account will be forfeited as of the date a Participant's benefit is paid to him as provided in Article 7.

(b) In accordance with such rules as the Committee may prescribe, there will be restored to the Participant's credit in his Employer Profit Sharing Account and/or Matching Contributions Account amounts equal in value to the dollar value of any non-vested portion of such Participant's Employer Profit Sharing Account and/or Matching Contributions Account which was forfeited upon payment of the Participant's benefit prior to the date on which he incurs five (5) consecutive One-Year Breaks in Service; provided, however, that such restoration will be made only in the case of the Participant's reemployment as an Employee prior to incurring five (5) consecutive One-Year Breaks in Service. The determination of the dollar value of the forfeited portion of the Participant's Employer Profit Sharing Account and/or Matching Contributions Account required to be restored to the Participant, will be made as of the date of distribution by (i) the Adopting Employer who rehires the Employee (but only if the Employee is rehired by the same Adopting Employer) or (ii) the Company or the Adopting Employer with whom he was employed immediately prior to the Breaks in Service. No adjustment in the dollar value of the forfeited amounts will be made for any gains or losses, between the date of distribution and the restoration of the dollar value of the forfeited portion of the Participant's Employer Profit Sharing Account and/or Matching Contributions Account.

7.8 Unable to Locate Participant or Beneficiary

If the Participant or Beneficiary to whom benefits are to be distributed cannot be located, and reasonable efforts have been made to find him, including the sending of notification by certified or registered mail to his last known address, the Plan Administrator may direct the Trustee to take any of the following actions:

(a) Distribute the benefits in question to an interest bearing savings account established in the name of the Participant or Beneficiary; or, if the benefits are payable to a Participant (as reasonably determined by the Plan Administrator) the Plan Administrator may instruct the Trustee to distribute the funds to the Participant by placing them in a savings account in the Participant's name or by purchasing U.S. Savings Bonds in the Participant's name and holding them for the Participant;

(b) The Participant's Account Balances may be treated as a Forfeiture; if a benefit is forfeited because the Participant or Beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or Beneficiary, and such benefit will be reinstated first out of Forfeitures, if any, and then by additional Employer contributions.

7.9 Repayment of Distribution

If an Employee receives a distribution pursuant to Section 7.2 and the Employee resumes employment covered under this Plan, the Employee's Employer-derived Account Balance will be restored to the amount on the date of distribution if the Employee repays to the Plan the full amount of the distribution attributable to Employer-derived contributions before the earlier of

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five years after the first date on which the participant is subsequently re-employed by an Adopting Employer, or the date the participant incurs five consecutive One-Year Breaks in Service following the date of the distribution. The permissible sources of restoration of the forfeited portion of a distribution are Forfeitures and Employer contributions.

7.10 Qualified Domestic Relations Orders

Notwithstanding any other provisions of Article VII, any Account Balance of a Participant may be apportioned between the Participant and the alternate payee (as defined in Code Section 414(p)(8)) either through separate Accounts or by providing the alternate payee a percentage of the Participant's Account. The Plan Administrator may direct distributions to an alternate payee pursuant to a qualified domestic relations order as defined in Code Section 414(p)(1)(A) prior to the date on which the Participant attains the earliest Retirement Age, provided that the Plan Administrator has properly notified the affected Participant and each alternate payee of the order and has determined that the order is a qualified domestic relations order as defined in Code Section 414(p)(1)(A). The alternate payee will be paid his separate Account or his percentage of the Participant's Account, computed as of the valuation date described in Section 5.2 or 5.4, as appropriate, in a lump sum payment notwithstanding the value of such lump sum payment unless the domestic relations order specifies a different manner of payment permitted by the Plan; the alternate payee will not be required to consent to such lump sum payment. The Plan Administrator will adopt reasonable procedures to determine the qualified status of domestic relations orders and to administer the distributions thereunder.

7.11 Direct Rollover

Notwithstanding any other provision of the Plan, the Plan Administrator will advise any distributee entitled to receive an eligible rollover distribution, at the same time as the notice required to be given pursuant to Article VII (or such other time as is permitted by law) of his right to elect a direct rollover to an eligible retirement plan, pursuant to the provisions of this Section. To elect a direct rollover the distributee must request in writing to the Plan Administrator that all or a specified portion of the eligible rollover distribution be transferred directly to an eligible retirement plan, if the total distribution is expected to be $500 or less or to one or more eligible retirement plans if the total distribution is expected to be more than $500. If more than one direct rollover distribution will be made, the notice specified in the first sentence of this Section must state that the distributee's initial election to make or not to make a direct rollover will remain in effect unless he gives the Plan Administrator written instructions to change the election, in which case the new election will remain in effect until changed.

For purposes of this Section, the following definitions will apply:

(a) A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

(b) A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's (or former Employee's) Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the Spouse or

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former Spouse. A distributee may include an Employee's or former Employee's designated Beneficiary who is not the Employee's or former Employee's Spouse or former Spouse.

(c) An "eligible retirement plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution, an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A), and an annuity contract described in Code Section 403(b). In the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan will be defined in the same manner as if the surviving Spouse were the Employee. Effective with respect to distributions made after December 31, 2007, an eligible retirement plan will also mean a Roth IRA described in Section 408A of the Code. In the case of an eligible rollover distribution to a nonspousal distributee (a "Nonspouse Rollover"), an eligible retirement plan is an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code that was established for the purpose of receiving the distribution on behalf of such nonspousal distributee. In order for such eligible retirement plan to accept a Nonspouse Rollover on behalf of a nonspousal distributee, (1) a direct trustee-to-trustee transfer must be made to such eligible retirement plan which will be treated as an eligible rollover distribution for purposes of the Code, (2) the individual retirement plan will be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Section 408(d)(3)(C) of the Code) for purposes of the Code, and (3) Section 401(a)(9)(B) of the Code (other than clause (iv) thereof) will apply to such plan.

(d) An "eligible rollover distribution" is any distribution from this Plan of all or any portion of the balance to the credit of the distributee, except for distributions (or portions thereof) which are--

(i) Part of a series of substantially equal periodic payments (not less frequently than annually) made over the life of the Employee (or the joint lives of the Employee and the Employee's designated Beneficiary), the life expectancy of the Employee (or the joint life and last survivor expectancy of the Employee and the Employee's designated Beneficiary), or a specified period of ten years or more;

(ii) Required under Code Section 401(a)(9) (relating to the minimum distribution requirements);

(iii) The portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation in employer securities described in Code Section 402(e)(4));

(iv) reasonably expected to total less than $200 during any one calendar year; or

(v) any hardship distribution made under Section 7.1.

Notwithstanding Section 7.11(d)(iii), above, a distribution will not fail to be an eligible rollover distribution merely because all or a portion of such distribution consists of after-tax employee

contributions which are not includible in gross income. However, the portion of such distribution consisting of employee after-tax contributions may be paid only to an (A) individual retirement account or annuity described in Section 408(a) or (b) of the Code, or (B) via a direct trustee-to-trustee transfer to a qualified trust or to an annuity contract described in Section 403(b) of the Code, if such trust or contract provides for separate accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

7.12 Recovery of Overpayments

(a) Obligation to Pay Excess Amounts: By accepting benefits under the Plan, Participants and Beneficiaries agree that in the event such an individual receives any payment from the Plan in excess of the amount which such individual is entitled to receive under the Plan (including, without limitation, due to mistake of fact or law, reliance on false or fraudulent statements, information or proof submitted by a claimant, or continuation of payments after the death of a Participant or a Beneficiary) ("Excess Payments"), a Participant, or if applicable, Beneficiary, shall be obligated to repay such Excess Payments to the Plan upon receipt of a written notice by the Plan Administrator (or any other designee duly authorized by the Plan Administrator) requesting such repayment.

(b) Recovery by Plan: The Plan Administrator shall have full authority, in its sole discretion, to recover the amount of any Excess Payments (plus interest, attorney's fees and costs) paid by the Plan to or on behalf of any Participant or Beneficiary, to the extent permitted by applicable law. Such authority shall include but shall not be limited to, the right to:

(i) seek the Excess Payment in a lump sum from such individual;

(ii) reduce future benefits payable to the individual who received the overpayment;

(iii) reduce future benefits payable to a Beneficiary who is, or may become, entitled to receive payments under the plan; and

(iv) initiate legal action or take such other legal action as may be necessary or appropriate to recover any overpayment (plus interest, attorney's fees and costs).

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ARTICLE VIII

DUTIES AND AUTHORITY OF PLAN ADMINISTRATOR

8.1 Plan Administrator

The Committee is the Plan Administrator, within the meaning of ERISA Section 3(16), responsible for administration of the Plan. The Committee has all necessary authority to carry out such functions through the actions of its duly appointed officers and employees. Notwithstanding the foregoing, the Company may designate any other person or entity to act as Plan Administrator from time to time in its sole discretion.

8.2 Powers

Except as otherwise provided in the Plan, the Plan Administrator will have control of the administration of the Plan, with all powers necessary to enable it to carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Plan Administrator will have power to interpret or construe the Plan and to determine all questions that may arise hereunder as to the status and rights of Participants and others hereunder and to take or direct any action necessary to retain the qualification of the Plan under the Internal Revenue Code. The Committee will have the right, exercisable at any time by delivery to the Trustee of an instrument in writing, to instruct or direct the Trustee with respect to the investment of the Trust Fund. The Plan Administrator may inspect the records of an Adopting Employer or Trustee whenever such inspection may be reasonably necessary in order to determine any fact pertinent to the performance of the duties of the Plan Administrator. The Plan Administrator, however, will not be required to make such inspection, but may, in good faith, rely on any statement of the Trustee or an Adopting Employer or any of its officers or employees.

8.3 Expenses

At the option of the Company, all costs associated with the administration of the Plan and Trust Fund, including without limitation the fees of the Investment Consultant, recordkeepers, accountants and attorneys, brokerage costs, transfer taxes and similar expenses and all taxes of any kind whatsoever which may be levied or assessed under existing or future laws upon or in respect of the Trust Fund, and any interest which may be payable on money borrowed by the Trustee for the purpose of the Trust, may be paid by the Company or an Affiliate and, to the extent not so paid, will be paid from the Trust Fund, and, until paid, will constitute a charge upon the Trust Fund. All other administrative expenses incurred by the Trustee in the performance of its duties, including such compensation to the Trustee as may be agreed upon from time to time between the Company and the Trustee and all proper charges and disbursements of the Trustee, may be paid by the Company or an Affiliate and, to the extent not so paid, will be paid from the Trust Fund, and until paid will constitute a charge upon the Trust Fund. For purposes of clarity, any such expenses of the Plan or Trust Fund will include the reimbursement of (i) reasonable expenses advanced by the Company or an Affiliate on behalf of the Plan or Trust Fund, and (ii) direct expenses properly incurred by the Company or an Affiliate of the Company for administrative services performed for the Plan or Trust Fund, to the extent permitted under ERISA. Any costs charged upon the Trust Fund will generally be allocated to Participant

Accounts on in a manner determined by the Plan Administrator. Notwithstanding the previous sentence, any cost associated with an action directly attributable to a specific Participant, including, but not limited to, any loan origination fee and any in-service distribution fee, will be allocated in its entirety directly to the Account of such Participant. Further, costs associated with maintaining Participant Accounts will be directly charged to each Participant's Account on a quarterly basis, with the amount of the charge depending on the length of time the Participant's Account is in existence during such quarter. However, no person who is a disqualified person (as defined in Code Section 4975(e)(2)) and who received full-time pay from an Adopting Employer, may receive compensation from the Trust, except for reimbursement of expenses properly and actually incurred.

8.4 Filing Reports

The Plan Administrator will furnish, or will cause the Adopting Employer to furnish, a summary of this Plan to all Employees, as required by applicable Federal law. The Plan Administrator will furnish to the Trustee the names of all Employees who become eligible as Participants, and the Plan Administrator will notify each Employee of his eligibility.

8.5 Records and Information

The Plan Administrator will keep a complete record of all its proceedings and all data necessary for the administration of the Plan.

8.6 Information to Participants

The Plan Administrator will direct the maintenance of separate accounts of the Participants. It will give each Participant, at least once every year, information as to the balance of his Account.

8.7 Review of Participant's Claims

In case the claim of any Participant or Beneficiary for benefits under the Plan is denied, the Plan Administrator will provide adequate notice in writing to such claimant, setting forth the specific reasons for such denial. The notice will be written in a manner calculated to be understood by the claimant. The Plan Administrator will afford a Participant or Beneficiary, whose claim for benefits has been denied, 60 days from the date notice of such denial is delivered or mailed in which to appeal the decision in writing to the Plan Administrator. If the Participant or Beneficiary appeals the decision in writing within 60 days, the Plan Administrator will review the written comments and any submissions of the Participant or Beneficiary and render its decision regarding the appeal, all within 60 days of such appeal.

The decision of the Plan Administrator concerning an appeal shall be final and binding on all affected parties. No legal or equitable action for benefits under the Plan, to enforce the claimant's rights under the Plan, or to clarify the claimant's right to future benefits under the Plan may be brought unless and until the claimant has followed the claims and appeal procedures that are described in this Section 8.7 and the benefits requested by the claimant have been denied in whole or in part, or there is any other adverse benefit determination. In addition, no legal or equitable action for benefits under the Plan, to enforce the claimant's rights under the Plan to

clarify the claimant's right to future benefits under the Plan, or against the Plan Administrator or any other Plan fiduciary may be brought more than one year following the earlier of: (i) the date that such one-year limitations period would commence under applicable law, (ii) the date upon which the claimant knew or should have known that the claimant did not receive an amount due under the Plan, or (iii) the date on which the claimant fully exhausted the Plan's administrative remedies.

8.8 Appointment of Committee

The Company has appointed the Committee as Plan Administrator and has delegated its duties for administration of the Plan to the Committee. Any member of the Committee may resign upon giving written notice to the Company and any such resignation shall become effective upon its receipt by the Company or on such other date as is agreed to by the Company and such member. Each appointee will hold office at the pleasure of the Company and may be removed at any time, with or without cause. Members of the board of directors of the Company may be appointed members of the Committee. The Committee will hold meetings upon such notice and at such times and places as it may from time to time determine. The Committee may adopt such rules and appoint such subcommittees as it deems desirable for the conduct of its affairs, may appoint any of its members as its Chairman and will appoint a secretary who need not be a member of the Committee. The secretary of the Committee will duly record all its acts and determinations and maintain all books and records necessary for the administration of the Committee. Any person dealing with the Committee will be entitled to rely upon a certificate of any member of the Committee, or its secretary, as to any act or determination of the Committee. The Committee will act by a majority (or by all members if there be only one or two members) of the number of members constituting the Committee at the time of such action, and such action may be taken either by vote at a meeting or by a consent in writing without a meeting. Participation by one or more members at a meeting by means of telephone, videoconference or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time will constitute presence at a meeting for all purposes of this Section. Vacancies arising in the Committee from death, resignation, removal or otherwise, will be filled by the Company, but the Committee may act notwithstanding the existence of vacancies so long as there is at least one member of the Committee. The members of the Committee will serve without compensation for their services as such, but will be reimbursed by the Company for all necessary expenses incurred in the discharge of their duties. If the Company advises the Committee in writing of its determination to make no further contributions to the Plan, the expenses of the Committee will thereafter be charged against and paid out of the Trust Fund and a lien for the payment thereof will be impressed upon the assets of the Trust to be charged proportionately against the amount standing to the credit of each Participant. At any time the Company may adopt a resolution abolishing the Committee, in which case the Company will have all duties as Plan Administrator and as named fiduciary. The Company will certify to the Trustee the names and authorized signatures of the members of the Committee and, as changes take place in membership, the names and signatures of new members.

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8.9 Appointment of Investment Manager

The Committee may appoint an Investment Manager (as defined in ERISA Section 3(38)), who will have responsibility for investment of the Trust Fund.

8.10 Correcting Administrative Errors

If, with respect to any Plan Year, an administrative error results in a Participant's Account not being properly credited with the amounts of Employer Profit Sharing Contributions, Matching Contributions, Money Purchase Contributions, Rollover Contributions, Salary Deferrals or earnings on any such amounts, corrective Employer contributions or account reallocations may be made in accordance with this Section 8.10 solely for the purpose of placing any affected Participant's Account in the position that the Account would have been in had no error been made:

(a) The Employer may make additional contributions to such Participant's Account; or

(b) The Plan Administrator may reallocate existing contributions among the Accounts of affected Participants.

In addition, with respect to any Plan Year, if an administrative error results in an amount being credited to an Account for a Participant or any other individual who is not otherwise entitled to such amount, corrective action may be taken by the Plan Administrator, including, but not limited to, a direction by the Plan Administrator to forfeit amounts erroneously credited (with such forfeitures to be used for the purposes described in Section 2.24), to reallocate such erroneously credited amounts to other Participants' Accounts, or take such other corrective action as necessary under the circumstances. Any Plan administration error may be corrected using any appropriate correction method permitted under the Employee Plans Compliance Resolution System (or any successor procedure), as determined by the Plan Administrator in its discretion. To the extent that corrective Employer contributions are considered "restorative payments" in accordance with Treasury Regulations Section 1.415(c)-1 or other applicable Internal Revenue Service guidance, such restorative payments shall not be considered "annual additions" for the purposes of the limits imposed by Code Section 415 and the regulations thereunder, in accordance with Treasury Regulations Section 1.415(c)-1.

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ARTICLE IX
MODIFICATIONS FOR TOP-HEAVY PLANS

9.1 Application of Article

The provisions in this Article IX will take precedence over any other provisions in the Plan with which they conflict. In addition, the determination of whether the Plan is a top-heavy plan will be determined on an Employer-by-Employer basis such that only the Employees of an individual Adopting Employer and the contributions of that specific Adopting Employer are considered even if the Employees' immediate preceding employment was with another Adopting Employer, except as provided for, required by, or permitted under a simplified top-heavy ratio method utilized in accordance with Section 9.7.

9.2 Definitions

(a) "Key employee." Any Employee or former Employee (and the beneficiaries of such employee) who at any time during the determination period was an officer of an Adopting Employer if such individual's annual compensation exceeds 50% of the dollar limitation under Code Section 415(b)(1)(A), an owner (or considered an owner under Code Section 318) of one of the ten largest interests in an Adopting Employer if such individual's compensation exceeds 100% of the dollar limitation under Code Section 415(c)(1)(A), a five-percent owner of an Adopting Employer, or a one-percent owner of an Adopting Employer who has annual compensation of more than $150,000. Annual compensation means compensation paid by an Adopting Employer as defined in Code Section 415(c)(3).

The determination of who is a key employee will be made in accordance with Code Section 416(i)(1) and the regulations thereunder.

(b) "Top-heavy plan." For any Plan Year this Plan is top-heavy if any of the following conditions exists:

(i) If the top-heavy ratio for this Plan exceeds 60% and this Plan is not part of any required aggregation group or permissive aggregation group of plans.

(ii) If this Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds 60%.

(iii) If this Plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds 60%.

(c) "Top-heavy ratio."

(i) If the Adopting Employer maintains one or more defined contribution plans (including any simplified employee pension plan) and the Adopting Employer has not maintained any defined benefit plan which during the five-year period ending on the determination date(s) has or has had accrued benefits, the top-heavy ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of

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which is the sum of the account balances of all key employees as of the determination date(s) (including any part of any account balance distributed in the five-year period ending on the determination date(s)), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the five-year period ending on the determination date(s)), both computed in accordance with Code Section 416 and the regulations thereunder. Both the numerator and denominator of the top-heavy ratio are increased to reflect any contribution not actually made as of the determination date, but which is required to be taken into account on that date under Code Section 416 and the regulations thereunder.

(ii) If the Adopting Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Adopting Employer maintains or has maintained one or more defined benefit plans which during the five-year period ending on the determination date(s) has or has had any accrued benefits, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of all account balances under the aggregated defined contribution plan or plans for all key employees, determined in accordance with (i) above, and the present value of accrued benefits under the aggregated defined benefit plan or plans for all key employees as of the determination date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (i) above, and the present value of accrued benefits under the defined benefit plan or plans for all Participants as of the determination date(s), all determined in accordance with Code Section 416 and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an accrued benefit made in the five-year period ending on the determination date.

(iii) For purposes of (i) and (ii) above the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date, except as provided in Code Section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a key employee but who was a key employee in a prior year, or (2) who has not been credited with at least one Hour of Service with any Adopting Employer maintaining the Plan at any time during the five-year period ending on the determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code Section 416 and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The accrued benefit of a Participant other than a key employee will be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Adopting Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code Section 411(b)(1)(C).

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

(e) "Required aggregation group." (i) Each qualified plan of the Adopting Employer in which at least one key employee participated at any time during the determination period (regardless of whether the plan has terminated), and (ii) any other qualified plan of the Adopting Employer which enables a plan described in (i) to meet the requirements of Code Sections 401(a)(4) or 410.

(f) "Determination date." For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first year of the Plan, the last day of that year.

(g) "Non-key employee." Any Employee who is not a key employee.

9.3 Accelerated Vesting

For any Plan Year in which the Plan is determined to be a top-heavy plan, the following vesting schedule will apply to the Account Balance in the Employer Profit Sharing Account and Matching Contributions Account of the Participant unless a vesting schedule more favorable to the Participant has been elected in the Adoption Agreement:

Years of Service	Percent Vested
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

9.4 Minimum Contributions

For any Plan Year in which this Plan is determined to be a top-heavy plan, either (i) a minimum Employer contribution will be made, pursuant to this Plan or another defined contribution plan maintained by the Adopting Employer, to the account of each non-key employee (except those who are separated from service with the Adopting Employer at the end of the Plan Year), or (ii) a minimum non-integrated benefit must be provided to each non-key employee (except those who are separated from service with the Adopting Employer at the end of the Plan Year), pursuant to a defined benefit plan maintained by the Adopting Employer. Notwithstanding anything in this Section 9.4 to the contrary, if an Adopting Employer makes a contribution to the account of non-key employees under subparagraph (i), the Adopting Employer may, in its sole discretion, make a contribution to the account of each key employee in the minimum Employer contribution provided to each non-key employee.

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For the purposes of the first paragraph of this Section 9.4, the minimum Employer contribution will be the sum of the contributions and forfeitures allocated to the account of each non-key employee (except those who are separated from service with the Adopting Employer at the end of the Plan Year) equal to 3% of such non-key employee's compensation for the Plan Year. If, however, the Employer contribution (including elective contributions), under this and any other defined contribution plan required to be included in the permissive or required aggregation group and maintained by the Adopting Employer, for any key employee for such Plan Year is less than three percent (3%) of such key employee's total annual compensation not in excess of $200,000 (for Plan Years beginning before 1989), then, the minimum Employer contribution (not including elective contributions) to each Participant (except those who are separated from service with the Adopting Employer at the end of the Plan Year) will be the sum of the contributions and forfeitures allocated to the account of each non-key employee equal to the amount which results from multiplying such Participant's annual compensation times the highest contribution rate of any key employee covered by the Plan.

For the purposes of the first paragraph of this Section 9.4, the minimum non-integrated benefit provided by the Adopting Employer to each non-key employee (except those who are separated from service with the Adopting Employer at the end of the Plan Year) is an amount, which when expressed as an annual retirement benefit, will be no less than two percent (2%) of such non-key employee's average annual compensation for his 5 highest consecutive years of service, multiplied by the Employee's years of service with the Employer, not to exceed 10 years. For the purposes of the preceding sentence, years of service with the Adopting Employer will not include years of service completed during any Plan Year which begins before January 1, 1984, or years of service completed during a Plan Year for which the Plan is not a top-heavy plan. For the purposes of this Section 9.4, the minimum benefit provided above will be computed in the form of a single life annuity, with no ancillary benefits, beginning at Normal Retirement Age.

The minimum allocation required (to the extent required to be nonforfeitable under Code Section 416(b)) may not be forfeited under Code Section 411(a)(3)(B) or 411(a)(3)(D).

9.5 Limitation on Compensation Taken into Account Under Plan

For any Plan Year prior to Plan Years beginning before January 1, 1989, in which this Plan is deemed to be a top-heavy plan the definition of annual compensation contained in Subsection 9.2(a) will exclude amounts in excess of $200,000.

9.6 Modifications to Article 9

Notwithstanding any other provision of this Article 9, except as provided for, required by, or permitted under a simplified top-heavy ratio method utilized in accordance with Section 9.7 on or after January 1, 2014, this Section 9.6 will apply for purposes of determining whether the Plan is a top-heavy plan under Code Section 416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefit requirements of Code Section 416(c) for such years. This Section modifies the rules in this Article 9 for Plan Years beginning after December 31, 2001 (and with respect to the simplified top-heavy ratio method, for Plan Years on or after January 1, 2014).

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(a) Determination of top-heavy status.

(1) Key employee. Key employee means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than $200,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2022), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of Code Section 415(c)(3). The determination of who is a key employee will be made in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(2) Determination of present values and amounts. This paragraph (2) will apply for purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the determination date.

(A) Distributions during year ending on the determination date. The present values of accrued benefits and the amounts of account balances of an employee as of the determination date will be increased by the distributions made with respect to the employee under the plan and any plan aggregated with the plan under Code Section 416(g)(2) during the 1-year period ending on the determination date. The preceding sentence will also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision will be applied by substituting 5-year period for 1-year period.

(B) Employees not performing services during year ending on the determination date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date will not be taken into account.

(b) Minimum benefits/Matching contributions. Employer matching contributions will be taken into account for purposes of satisfying the minimum contribution requirements of Code Section 416(c)(2) and the Plan. The preceding sentence will apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement will be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements will be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Code Section 401(m).

(c) The top-heavy requirements of Code Section 416 and this Article 9 will not apply in any year beginning after December 31, 2001, in which the Plan consists solely of a cash or deferred arrangement which meets the requirements of Code Section 401(k)(12) and matching contributions with respect to which the requirements of Code Section 401(m)(11) are met.

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9.7 Simplified Methods

In accordance with, and to the extent permitted by, Treasury Regulations Section 1.416-1, T-39 (and any successor provision or other applicable guidance issued by the Internal Revenue Service), simplified methods may be used to determine whether the Plan of an Adopting Employer is top-heavy, including (but not limited to) by performing top-heavy ratio computations by overestimating the number and/ or Account balances of key employees of the applicable Adopting Employer and underestimating the number and/ or Account balances of non-key employees of that same Adopting Employer.

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ARTICLE X

AMENDMENT AND TERMINATION

10.1 Rights to Suspend or Terminate Plan

It is the present intention of the Company to maintain this Plan throughout its corporate existence. Nevertheless, the Company has the right, at any time, to discontinue or terminate the Plan, to terminate the Adopting Employer's ability to make further contributions to this Plan or to suspend contributions for a fixed or indeterminate period of time.

10.2 Successor Corporation

In the event of the termination of the liability of the Adopting Employer to make further contributions to this Plan, the Adopting Employer's liability may be assumed by any other corporation or organization which employs a substantial number of the Participants of this Plan. Such assumption of liability will be expressed in an agreement between such other corporation or organization and the Trustee under which such other corporation or organization assumes the liabilities of this Trust with respect to the Participants employed by it.

10.3 Amendment

To provide for contingencies which may require the clarification, modification, or amendment of this Plan, the Company or its delegate, including the Committee, has the right to amend this Plan at any time.

No amendment to the Plan will be effective to the extent that it has the effect of decreasing a Participant's Account Balance. Notwithstanding the preceding sentence, a Participant's Account Balance may be reduced to the extent permitted under Code Section 412(c)(8). For purposes of this paragraph, a Plan amendment which has the effect of decreasing a Participant's Account Balance with respect to benefits attributable to service before the amendment will be treated as reducing an Account Balance. Furthermore, if the vesting schedule of the Plan is amended, in the case of an employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such employee's Employer derived Account Balance will not be less than the percentage computed under the Plan without regard to such amendment.

Each Participant having at least three Years of Service for Vesting at the time of the adoption of any amendment changing any vesting schedule under the Plan, or prior to the end of the election period set forth by this paragraph, will have the right to elect at any time, but no later than 60 days after the later of (a) the date the amendment is adopted, (b) the date on which the amendment is effective, or (c) the date on which the Participant is given written notice of the amendment, to have his vested percentage computed under the Plan without regard to such amendment.

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10.4 100% Vesting on Termination of Plan

Upon termination or partial termination of the Plan and Trust by formal action of the Company or for any other reason, or if Employer contributions to the Plan and Trust are permanently discontinued for any reason (excluding any discontinuance of Employer contributions solely on account of the termination of the co-employment relationship as described in Section 12.7), there will be vested 100% in each Participant directly affected by such action the amount allocated to the accounts of each such Participant, and payment to such Participant will be made in cash or in kind as soon as practicable after liquidation of the assets of the Trust; provided, however, that an amount may only be distributed if the Adopting Employer does not maintain or establish another defined contribution plan at the time the Plan is terminated or within the 12 month period ending after distribution of all assets from the Plan, other than an employee stock ownership plan (as defined in Code Section 4975(e) or Code Section 409), a Simplified Employee Pension Plan as defined in Code Section 408(k), or a defined contribution plan if fewer than 2% of the Employees who are eligible under the Plan at the time of its termination are or were eligible under such other defined contribution plan at any time during the 24 month period beginning 12 months before the time of the termination. In addition, distributions on account of the termination of the Plan must be made in a lump sum (as defined in Treasury Regulation section 1.401(k)-1(d)(4)(ii)).

10.5 Plan Merger or Consolidation

In the case of any merger or consolidation with, or transfer of any assets or liabilities to, any other plan, each Participant in this Plan must be entitled to receive (if the surviving plan is then terminated) a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had terminated).

10.6 Company or Committee Action

Any action under the Plan that may be taken by the Company, including any amendment thereof, may be taken by the Company's Chief Financial Officer, Chief Operating Officer, or Vice President of Operations/Retirement Services. Any action under the Plan that may be taken by the Committee may be taken in accordance with the applicable charter of the Committee.

ARTICLE XI

MISCELLANEOUS

11.1 Laws of Florida to Apply

This Plan will be construed according to the laws of Florida, to the extent Federal laws do not control.

11.2 Participant Cannot Transfer or Assign Benefits

None of the benefits, payments, proceeds, claims, or rights of any Participant hereunder will be subject to any claim of any creditor of the Participant, nor will any Participant have any right to transfer, assign, encumber, or otherwise alienate, any of the benefits or proceeds which he may expect to receive, contingently or otherwise under this Plan, except as specifically permitted in Section 4.9.

Notwithstanding any restrictions on the time of distribution which would otherwise apply under this Plan, distributions with respect to a Qualified Domestic Relations Order may be made at any time required by the order.

11.3 Right to Perform Alternative Acts

In the event it becomes impossible for the Company, the Plan Administrator or the Trustee to perform any act required by this Plan, then the Company, the Plan Administrator or the Trustee may perform such alternative act which most clearly carries out the intent and purpose of this Plan.

11.4 Reversion of Contributions Under Certain Circumstances

In the event that the Commissioner of Internal Revenue determines that the Plan is not initially qualified under the Code, any contribution made incident to that initial qualification by the Adopting Employer must be returned to the Adopting Employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the Adopting Employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

All contributions made pursuant to Article IV are conditioned on deductibility of such contributions under Code Section 404. To the extent that the deduction under Code Section 404 for any year is disallowed, the contribution will be returned to the Adopting Employer within one year after disallowance of the deduction.

If a contribution is made by an Adopting Employer by a mistake of fact, the contribution may be returned to the Adopting Employer within one year after the payment of the contribution.

Notwithstanding the above, earnings attributable to amounts described in paragraphs two and three of this Section 11.4 will not be returned to the Adopting Employer; losses attributable to such amounts will reduce the amount returned.

11.5 Plan Administrator Agent for Service of Process

The Plan Administrator is designated agent to receive service of legal process on behalf of the Plan.

11.6 Filing Tax Returns and Reports

If not provided by the Trustee, the Plan Administrator will prepare, or cause to have prepared, all tax returns, reports, and related documents, except as otherwise specifically provided in this Plan.

11.7 Indemnification

The Company agrees to indemnify all individuals who are appointed to administer the Plan or who serve as Trustee or member of the Committee or member of the Committee against all liability arising in connection with their duties under the Plan, except that this indemnification will not include acts of embezzlement, or diversion of Trust Funds by the individual, nor will it include acts of gross negligence.

11.8 No Rights of Employment Granted

The establishment of this Plan will not be considered as giving any employee the right to be retained in the service of an Adopting Employer or the Company.

11.9 No Discrimination

The Plan Administrator will not take any action nor direct the Trustee to take any action that would result in benefiting one Participant or group of Participants at the expense of another, or discriminating between Participants similarly situated, or applying different rules to substantially similar sets of facts.

11.10 Number and Gender

When appropriate the singular as used in this Plan will include the plural and vice versa; and the masculine will include the feminine.

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ARTICLE XII

ADOPTING EMPLOYERS

12.1 Adoption By Other Employers

Notwithstanding anything herein to the contrary, with the consent of the Company, any other corporation or other entity may adopt this Plan and all of the provisions hereof, and participate herein and be known as an Adopting Employer, by a properly executed document evidencing said intent and will of such Adopting Employer.

12.2 Requirements of Adopting Employers

(a) Each such Adopting Employer will be required to use the same Trustee as provided in this Plan.

(b) The Trustee may, but will not be required to, commingle, hold and invest as one Trust Fund all contributions made by Adopting Employers, as well as all increments thereof. However, the assets of the Plan will, on an ongoing basis, be available to pay benefits to all Participants and Beneficiaries under the Plan without regard to the Adopting Employer who contributed such assets.

(c) The transfer of any Participant from or to an Adopting Employer participating in this Plan, will not affect such Participant's rights under the Plan, and all amounts credited to such Participant's combined Account Balance as well as his accumulated service time with the transferor or predecessor, and his length of participation in the Plan, will continue to his credit.

(d) Should an Employee of one ("First") Adopting Employer be transferred to an associated ("Second") Adopting Employer, such transfer will not cause his Account Balance (generated while an Employee of "First" Adopting Employer) in any manner, or by any amount to be forfeited. Such Employee's Participant combined Account Balance for all purposes of the Plan, including length of service, will be considered as though he had always been employed by the "Second" Adopting Employer and as such had received contributions, forfeitures, earnings or losses, and appreciation or depreciation in value of assets totaling amount so transferred.

12.3 Designation of Agent

Each Adopting Employer will be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Trustee and Plan Administrator for the purpose of this Plan, each Adopting Employer will be deemed to have designated irrevocably the Company as its agent. Unless the context of the Plan clearly indicates the contrary, the word "Employer" will be deemed to include each Adopting Employer as related to its adoption of the Plan.

12.4 Employee Transfers

It is anticipated that an Employee may be transferred between Adopting Employers, and in the event of any such transfer, the Employee involved will carry with him his accumulated service and eligibility. No such transfer will effect a termination of employment hereunder.

12.5 Adopting Employer's Contribution

Any contribution subject to allocation during each Plan Year will be allocated among the Participants of each Adopting Employers in accordance with the provisions of this Plan. Separate books and records concerning the affairs of each Adopting Employer hereunder will be maintained and concerning the accounts and credits of the Employees of each Adopting Employer.

12.6 Amendment by Adopting Employer

Amendment of this Plan by an Adopting Employer at any time will only be effective with respect to that Adopting Employer. Such amendment will only be made by the written action (including a writing in an electronic medium) of such Adopting Employer and only be effective if consented to by the Company and the Trustee where such consent is necessary in accordance with the terms of this Plan.

12.7 Discontinuance of Participation

Any Adopting Employer will be permitted to discontinue or revoke its participation in the Plan. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed will be delivered to the Company and the Trustee. Such discontinuance or revocation of participation of an Adopting Employer will not be considered a termination of employment of the Participants of such Adopting Employer. In the event the co-employment relationship is terminated, the Adopting Employer will be deemed to discontinue participation in the Plan, and the Adopting Employer must cease all contributions to the Plan as of such discontinuance date. The Trustee will thereafter transfer, deliver and assign Trust Fund assets allocable to the Participants of such Adopting Employer to such new Trustee as will have been designated by such Adopting Employer, in the event that it has established a separate pension plan for its Employees provided, however, that no such transfer will be made if the result is the elimination or reduction of any "Section 411(d)(6) protected benefits." If no successor is designated, in accordance with procedures established by the Plan Administrator, the Plan, with respect to the Participants of such Adopting Employer, will be terminated and the Accounts of such Participants will be 100% vested and distributed to such Participants. In no such event will any part of the corpus or income of the Trust as it relates to such Adopting Employer be used for or diverted for purposes other than for the exclusive benefit of the Employees of such Adopting Employer.

12.8 Plan Administrator's Authority

The Plan Administrator will have authority to make any and all necessary rules or regulations, binding upon all Adopting Employers and all Participants, to effectuate the purpose of this Article.

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ARTICLE XIII

ROTH ELECTIVE DEFERRALS

13.1 General Application.

(a) This Article will apply to Roth elective deferrals as described herein. As of January 1, 2007, the Plan began accepting a transfer of Roth elective deferrals made on behalf of Participants under a plan sponsored by an Adopting Employer prior to such plan's merger into the Plan ("Prior Plan") (and related earnings) under the terms and conditions set forth in this Article XIII. A Participant's Roth elective deferrals (and related earnings) that are transferred from a Prior Plan will be allocated to a separate account maintained for such deferrals as described in Section 13.2. Prior to July 1, 2010, no new Roth elective deferrals were permitted to be made under the Plan.

(b) Regardless of when an Adopting Employer entered into an Adoption Agreement, effective January 1, 2015, the Plan will accept Roth elective deferrals made on behalf of Participants; no election is required by an Adopting Employer for such Roth elective deferrals. A Participant's Roth elective deferrals will be allocated to a separate account maintained for such deferrals as described in Section 13.2.

(c) Unless specifically stated otherwise, Roth elective deferrals will be treated as Salary Deferrals for all purposes under the Plan. If an Employer elects in its Adoption Agreement that applicable Participants who fail to make a Salary Deferral election will be deemed to have elected to make Salary Deferrals under Section 4.1(f), such deemed contributions will be treated as Salary Deferrals (and not as Roth elective deferrals), unless a Participant otherwise elects.

13.2 Separate Accounting

(a) Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth elective deferral account maintained for each Participant. Such account will be maintained as a subaccount within the Participant's Salary Deferral Account.

(b) The Plan will maintain a record of the amount of Roth elective deferrals in each Participant's Account.

(c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective deferral account and the Participant's other Accounts under the Plan.

(d) No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth elective deferral account.

13.3 Direct Rollovers

(a) Notwithstanding Section 7.11, a direct rollover of a distribution from a Roth elective deferral account under the Plan will only be made to another Roth elective deferral

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account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(b) Notwithstanding Section 4.9, the Plan will accept a Rollover Contribution to a Roth elective deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth elective deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth elective deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than $200 during a year as provided in Section 7.11(d). However, eligible rollover distributions from a Participant's Roth elective deferral account are taken into account in determining whether the total amount of the Participant's Account Balance under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan or exceeds $5,000 for purposes of determining distribution options under Section 7.2(b) and (c) of the Plan.

13.4 Distributions

Any Participant or Beneficiary who receives a distribution under Article VII or any other provision of the Plan (including through the purchase of an annuity) from his Participant Salary Deferral Account in a form other than a single lump sum payment of the entire amount payable may specify, to the extent permitted under Treasury Regulations, the extent to which such distribution will be satisfied from his Roth elective deferral account, and if the Participant or Beneficiary does not so specify, the portion of such amount that is not attributable to his Roth elective deferral account will be distributed first.

13.5 Correction of Excess Contributions

In the case of a distribution of Excess Contributions with respect to a Highly Compensated Employee who made Roth elective deferrals for the Plan Year under the Plan or a Prior Plan, the Plan will distribute pre-tax elective deferrals first, to the extent permitted under Treasury Regulations.

13.6 Correction of Excess Deferral Amounts

In the case of a distribution of Excess Deferral Amounts with respect to a Highly Compensated Employee who made Roth elective deferrals for the Plan Year under the Plan or a Prior Plan, the Plan will distribute pre-tax elective deferrals first, to the extent permitted under Treasury Regulations.

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13.7 Return of Excess Allocations

In the case of a distribution of excess allocations under Section 5.5 that consist of Salary Deferrals with respect to a Participant who made Roth elective deferrals for the Plan Year under the Plan or a Prior Plan, the Plan will distribute pre-tax elective deferrals first, to the extent permitted under Treasury Regulations.

13.8 Definition

(a) Roth Elective Deferrals. A Roth elective deferral is an elective deferral that is:

(i) Designated irrevocably by the Participant under the Plan or a Prior Plan at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the Plan or Prior Plan; and

(ii) Treated by the Company or, in the case of a Prior Plan, the Employer, as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

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APPENDIX A CORONAVIRUS RELIEF

A.1 General Application

(a) This Appendix A sets forth special provisions of the Plan applicable to certain Participants impacted by the coronavirus pandemic and eligible for relief under Section 2202 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 16-136 (2020) ("CARES Act").

(b) This Appendix A is a part of the Plan and its provisions shall apply in addition to the remaining provisions of the Plan. To the extent any provision of this Appendix A is inconsistent with an otherwise-applicable term of the Plan, the provisions of this Appendix A shall control.

A.2 Definitions

(a) "Coronavirus Qualified Individual" means a Participant who is an Employee and:

(1) Is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 ("COVID-19") by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); or

(2) Whose spouse or dependent (as defined in Section 152 of the Code) is diagnosed with COVID-19 by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); or

(3) Experiences adverse financial consequences as a result of:

(A) The Participant, his Spouse, or a member of his household being quarantined, furloughed, laid off, or having work hours reduced due to COVID-19;

(B) The Participant, his Spouse, or a member of his household being unable to work due to lack of childcare due to COVID-19;

(C) Closing or reduction of hours of a business owned or operated by the Participant, his Spouse, or a member of his household due to COVID-19;

(D) The Participant, his Spouse, or a member of his household having a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or start date for a job delayed due to COVID-19; or

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(4) Satisfies other factors for being a qualified individual as are established by the Secretary of the Treasury pursuant to Section 2202(a)(4)(A)(ii)(III) of the CARES Act.

(5) For purposes of applying the factors set forth in paragraph (a)(3), above, a member of the Participant's household is someone who shares the Participant's principal residence.

(6) The Plan Administrator (or its designee) may rely on a Participant's representations to determine whether such Participant is a Coronavirus Qualified Individual, unless the Plan Administrator (or it designee) has actual knowledge to the contrary.

(b) "Coronavirus-Related Distribution" means a distribution or distributions to a Coronavirus Qualified Individual

A.3 Coronavirus-Related Distribution

(a) Subject to the provisions of this Appendix A, a Coronavirus Qualified Individual is eligible to take a Coronavirus-Related Distribution from his vested Account, if such distribution is taken on or after March 27, 2020, and before December 31, 2020, and the aggregate of such distribution and all other Coronavirus-Related Distributions from the Plan does not exceed $100,000.

(b) A Participant who received a Coronavirus-Related Distribution pursuant to Section A.3(a) above (in-service) from the Plan, may repay all or part of such distribution if such repayment is made at a time when the Participant is eligible to make Rollover Contributions to the Plan and the repayment is made within three years after the date such distribution was received by the Participant. Any amount that is timely repaid pursuant to this Section A.3(b) shall be treated as if had been received by the Coronavirus Qualified Individual in an eligible rollover distribution and contributed to the Plan in a direct Rollover Contribution.

A.4 Coronavirus Loan Relief

(a) The following special rules shall apply for Plans loans to a Coronavirus Qualified Individual on or after March 27, 2020, and before September 23, 2020:

(1) The $50,000 limit described in Section 4.8(a)(i) is increased to $100,000; and

(2) The 50% limit described in Section 4.8(a)(ii) and 4.8(b) is increased to 100%.

(b) Upon request by a Coronavirus Qualified Individual, the due date for Plan loan repayments that such Coronavirus Qualified Individual would otherwise be required to make during the period beginning on March 27, 2020, and ending on December 31, 2020, shall be delayed by up to one year. The amount of any subsequent repayments of such loan shall be

adjusted to reflect the delay and interest accruing for such delay, and the period of delay shall be disregarded in determining the repayment period of such loan.

IN WITNESS WHEREOF, ADP TotalSource Group, Inc. has caused this Plan to be executed this 27 December 2023.

ADP TOTALSOURCE GROUP, INC.

DocuSigned by:

By: Kristen Appleman

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SVP/General Manager, TotalSource

ATTEST

DocuSigned by:

By: Jennifer Tingle

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Secretary

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AMENDMENT NO. 1
ADP TOTALSOURCE RETIREMENT SAVINGS PLAN
(as amended and restated effective as of January 1, 2023, unless otherwise noted)

Pursuant to Section 10.3 of the ADP TotalSource Retirement Savings Plan (the "Plan"), the Plan is hereby amended effective January 1, 2024, as follows:

1. Article VII, Section 7.2(b) is hereby amended to read in its entirety as follows:

   (b) If a Participant terminates employment, and the value of the Participant's vested Account Balance (as determined in accordance with Section 7.2(a)) does not exceed $7,000, then the Participant's entire vested Account Balance (not counting any non-vested portion, which will be treated as forfeited) will be distributed as follows:

2. Article VII, Section 7.2(c) is hereby amended by replacing "$5,000" with "$7,000".

3. Article XIII, Section 13.3(c) is hereby amended by replacing $5,000" with "$7,000".

IN WITNESS WHEREOF, ADP TotalSource Group, Inc. has caused this amendment to be executed and made part of the Plan on this 30___ day of December, 2024.

ADP TOTALSOURCE GROUP, INC.

Signed by:
By: Jack Drewry
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