

PRE-APPROVED DEFINED CONTRIBUTION PLAN AMENDMENT
to Fidelity Basic Plan Document No. 17
FOR
Technical Correction to 414(s) Compensation and Miscellaneous Updates Amendment

PREAMBLE

Adoption and Effective Date of Amendment. This document amends the Pre-Approved Plan Document and is adopted by the Pre-Approved Plan Provider on behalf of adopting Employers for such Employer's Plan.

Except as provided otherwise below this Amendment shall be effective beginning April 1, 2020.

Supersession of Inconsistent Provisions. The Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of the Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The Article headings Articles 1 (414(s) Compensation) and 2 (Miscellaneous Updates) are references for this Amendment and do not relate to the Basic Plan Document's, including the Adoption Agreement's, numbering and references.

Article 1. 414(s) Compensation

6.01(s) Special Definitions of the Basic Plan Document is amended effective January 1, 2023 replacing the first paragraph in its entirety:

(s) "**Testing compensation**" means the base compensation definition elected by the Employer in Subsection 1.05(a), as described in Subsection 2.01(k)(1) or, in the case of a Self-Employed Individual, Earned Income as described in Subsection 2.01(k)(1)(A)(without any Compensation exclusions described in that Subsection). However, in lieu of such definition and at the option of the Employer or Plan Administrator, the Employer or Plan Administrator may specify any other definition of compensation allowable under Code Section 414(s) or applicable guidance or regulations issued thereunder. "Testing compensation" shall be based on the amount actually paid to a Participant during the "testing year" or, at the option of the Employer or Plan Administrator, during that portion of the "testing year" during which the Participant is an Active Participant; provided, however, that if the Employer elected different Eligibility Service requirements for purposes of eligibility to make Deferral Contributions and to receive Matching Employer Contributions, then "testing compensation" must be based on the amount paid to a Participant during the full "testing year".

Article 2. Miscellaneous Updates

The following chart contains miscellaneous changes made to the Adoption Agreement and the Basic Plan Document. The first and second columns indicate the location in the Adoption Agreement or Basic Plan Document where the change is made. The third column identifies the language from that location that will be replaced with the language in the fourth column.

Article Number or Addendum¹	Article Name	Previous Language for Reference	Replacement
1.01(g)(2)(A)(i)(II)	Plan Information	The Plan is spin off from a plan maintained by an entity that was a Related Employer of the Employer prior to the Effective Date.	The Plan is a spin off from a plan maintained by an entity that was a Related Employer of the Employer prior to the Effective Date.
1.07 (a)(1)1 st Note	Deferral Contributions	1.07(a)(4)	1.07(a)(2)
1.11(a)(3)(B)	Matching Employer Contributions	1.07(a)(4)(D) (QACA))	1.07(a)(4)(A) (QACA))
1.11(a)(3)(D) 1 st Note	Matching Employer Contributions	To satisfy the 401(k) safe harbor contribution requirement for the "ADP" test, the percentages specified above for Matching Employer Contributions may not increase as the percentage of Compensation contributed increases, and the aggregate amount of Matching Employer Contributions at such rates must at least equal the aggregate amount of Matching Employer Contributions which would be made under the percentages described in Subsection (a)(1) of this Addendum.	To satisfy the 401(k) safe harbor contribution requirement for the "ADP" test, the percentages specified in Option (C) above for Matching Employer Contributions may not increase as the percentage of Compensation contributed increases, and the aggregate amount of Matching Employer Contributions at such rates must at least equal the aggregate amount of Matching Employer Contributions which would be made under the percentages described in Subsection (A) or (B), as applicable.
1.16	Vesting	Vesting Schedule Addendum	Eligibility, Service and Vesting Addendum
1.19(e)	In-Service Withdrawal Age 62 Distribution of Money Purchase Benefits	1.20(d)(1)(B)	1.20(d)(1)
1.22(c)	Top Heavy Status	Vesting Schedule Addendum	Eligibility, Service and Vesting Addendum
Eligibility, Service and Vesting Service Addendum (a)(1) and (a)(2)(A)	Age Requirement(s)	Table Headings: (4) Safe Harbor Nonelective Employer Contributions (5) Safe Harbor Matching Employer Contributions	Table Headings: (iv) Safe Harbor Nonelective Employer Contributions (v) Safe Harbor Matching Employer Contributions
Eligibility, Service and Vesting Service Addendum (b)(6)(A)	Differing eligibility service requirements by group	Last row of table: (Select only for column (B) or (C).)	Last row of table: (Select only for column (ii) or (iii).)
Eligibility, Service and Vesting Service Addendum (e)	Differing Entry Dates by Group	Table Headings: (A) Deferral Contributions, Employee Contributions, Qualified Nonelective Employer Contributions (B) Nonelective Employer Contributions (C) Matching Employer Contributions (D) 401(k) Safe Harbor Nonelective Employer Contributions (E) 401(k) Safe Harbor Matching Employer Contributions	Table Headings: (i) Deferral Contributions, Employee Contributions, Qualified Nonelective Employer Contributions (ii) Nonelective Employer Contributions - (other than 401(k) Safe Harbor Nonelective Employer Contributions) (iii) Matching Employer Contributions (other than 401(k) Safe Harbor Matching Employer Contributions) (iv) Safe Harbor Nonelective Employer Contributions (v) Safe Harbor Matching Employer Contributions

¹ Numbering refers to specimen document.

Eligibility, Service and Vesting Service Addendum (f)	Date of Initial Participation	Table Headings: (iv) 401(k) Safe Harbor Nonelective Employer Contributions (v) 401(k) Safe Harbor Matching Employer Contributions	Table Headings: (4) 401(k) Safe Harbor Nonelective Employer Contributions (5) 401(k) Safe Harbor Matching Employer Contributions
Eligibility, Service and Vesting Service Addendum (n)	Predecessor Employer Service	The following replaces Subsection (1):	The following replaces Subsection 1.17(a)(1):
Automatic Enrollment Addendum (b)(3)(C) and (b)(3)(D)(ii)	Automatic Enrollment Provisions	Employees of un-Related Employer(s) listed in Section (c) of the Participating Employers Addendum	Employees of un-Related Employer(s) listed on the Participating Employers Addendum
Matching Employer Contributions Addendum (b)(1)(C) and (b)(1)(D)(ii)	Participants to Receive 401(k) Safe Harbor Matching Contributions	Employees of un-Related Employer(s) listed in Section (c) of the Participating Employers Addendum	Employees of un-Related Employer(s) listed on the Participating Employers Addendum
Nonelective Employer Contributions Addendum (c)(2)	Discretionary Integrated Allocation Formula	(B)	(C)
Nonelective Employer Contributions Addendum (a)(8)	Qualified Replacement Plan	Pursuant to Code Section 4080(d)(2)	Pursuant to Code Section 4980(d)(2)
Nonelective Employer Contributions Addendum (b)(2)(A)(iii) and (b)(2)(B)(ii)	401(k) Safe Harbor Nonelective Employer Contributions Election	Employees of un-Related Employer(s) listed in Section (c) of the Participating Employers Addendum	Employees of un-Related Employer(s) listed on the Participating Employers Addendum
Effective Dates for Interim Legal Compliance Snap Off Addendum (a)(1)(B)	ATRA Compliance	Prior to the date specified in Subsection 1.01(g), the provisions of this amendment and restatement related to the provisions found within (a) of this Snap Off Addendum shall apply in accordance with the provisions of this amendment and restatement, except as otherwise provided below:	Prior to the date specified in Subsection 1.01(g), the provisions of this amendment and restatement related to the provisions found within (a) of this Snap Off Addendum shall apply in accordance with the provisions of this amendment and restatement, except as otherwise provided below (Describe the adjustment in a definite manner):
2.01(k)(3) and (k)(5)	Compensation	1.05(b)	1.05(c)
2.01(ww)	Rollover Contribution	“Rollover Contribution” means any distribution from an eligible retirement plan, as defined in described in Section 5.06,	“Rollover Contribution“ means any distribution from an eligible retirement plan, as described in Section 5.06,
5.03	Deferral Contributions	Notwithstanding the foregoing, if the Employer has elected 401(k) Safe Harbor Matching Contributions in Option 1.11(a)(3) of the Adoption Agreement, a Participant must be permitted to make Deferral Contributions under the Plan sufficient to receive the full 401(k) Safe Harbor Matching Employer Contribution provided under Subsection (a)(1) or (2), as applicable of the 401(k) Safe Harbor Matching Employer Contributions Addendum to the Adoption Agreement.	Notwithstanding the foregoing, if the Employer has elected 401(k) Safe Harbor Matching Employer Contributions in Option 1.11(a)(3) of the Adoption Agreement, a Participant must be permitted to make Deferral Contributions under the Plan sufficient to receive the full 401(k) Safe Harbor Matching Employer Contribution provided under such Option and/or the Matching Employer Contributions Addendum to the Adoption Agreement, as applicable.

5.03(c)	Automatic Enrollment Contributions	Deferrals Addendum	Automatic Enrollment Addendum
5.06	Rollover Contributions (5 th paragraph, 1 st sentence)	An Eligible Employee who has not yet become an Active Participant in the Plan in accordance with the provisions of Article 3 may make a Rollover Contribution to the Plan.	If so selected in Option 1.09(a)(1)(A), an Eligible Employee who has not yet become an Active Participant in the Plan in accordance with the provisions of Article 3 may make a Rollover Contribution to the Plan.
5.08	Matching Employer Contributions (last sentence of first paragraph)	The summary must be communicated to Participants no later than 60 days following the date on which the discretionary Matching Employer Contribution is made to the Plan.	The summary must be communicated to Participants no later than 60 days following the date on which the last discretionary Matching Contribution is made to the Plan for the Plan Year.
5.10(a)	Nonelective Employer Contributions	401(k) Safe Harbor Nonelective Employer Contributions Addendum	Nonelective Employer Contributions Addendum
5.11(a)(4)	Vested Interest in Contributions	his 401(k) Safe Harbor Nonelective Employer Contributions sub-account (unless QACA has been selected on the 401(k) Safe Harbor Nonelective Contributions Addendum to the Adoption Agreement);	his 401(k) Safe Harbor Nonelective Employer Contributions sub-account (unless such sub-account is attributable to a QACA in such case Subsection 5.11(b) shall apply);
5.11(a)(5)	Vested Interest in Contributions	his 401(k) Safe Harbor Matching Employer Contributions sub-account (unless QACA has been selected on the 401(k) Safe Harbor Matching Employer Contributions Addendum to the Adoption Agreement);	his 401(k) Safe Harbor Matching Employer Contributions sub-account (unless such sub-account is attributable to a QACA in such case Subsection 5.11(b) shall apply);
5.11(b)	Vested Interest in Contributions	Vesting Schedule Addendum	Eligibility, Service and Vesting Service Addendum
6.04	Allocation and Distribution of "Excess Contributions"	Subsection 1.07(a)(4)	Subsection 1.07(a)(2)
6.04	Allocation and Distribution of "Excess Contributions"	Subsection 1.07(a)(6)	Subsection 1.07(a)(4)(B)
6.07	Allocation, Distribution and Forfeiture of "Excess Aggregate Contributions"	Subsection 1.07(a)(6)	Subsection 1.07(a)(4)(B)
6.09(c)	Deemed Satisfaction of "ADP" Test	If the Employer either (i) is considering amending its Plan to satisfy the "ADP" test using 401(k) Safe Harbor Nonelective Employer Contributions, as provided in Section 6.11, or (ii) has selected 401(k) Safe Harbor Nonelective Employer Contributions under Subsection 1.12(a)(3) and selected Subsection (a)(2), but not Subsection (a)(2)(A) of the 401(k) Safe Harbor Nonelective Employer Contributions Addendum, the notice shall include a statement that the Plan	If the Employer either (i) is considering amending its Plan to satisfy the "ADP" test using 401(k) Safe Harbor Nonelective Employer Contributions, as provided in Section 6.11, or (ii) has selected 401(k) Safe Harbor Nonelective Employer Contributions under Subsection 1.12(a)(3)(B), the notice shall include a statement that the Plan may be amended to provide a 401(k) Safe Harbor Nonelective Employer Contribution for the Plan Year.

		may be amended to provide a 401(k) Safe Harbor Nonelective Employer Contribution for the Plan Year.	
6.09	Deemed Satisfaction of "ADP" Test (2 nd paragraph from end of section)	If the Employer has elected in Subsection (b) of the 401(k) Safe Harbor Matching Employer Contributions Addendum to the Adoption Agreement or Section (b) of the 401(k) Safe Harbor Nonelective Employer Contributions Addendum to the Adoption Agreement to exclude some Participants from receiving 401(k) Safe Harbor Matching Employer Contributions or 401(k) Safe Harbor Nonelective Employer Contributions, the Plan shall be deemed to have satisfied the "ADP" test only with respect to those employees who are eligible to receive such contributions.	If the Employer has elected Option 1.11(a)(3)(D) or 1.12(a)(3)(C) to exclude some Participants from receiving 401(k) Safe Harbor Matching Employer Contributions or 401(k) Safe Harbor Nonelective Employer Contributions, the Plan shall be deemed to have satisfied the "ADP" test only with respect to those employees who are eligible to receive such contributions.
6.10(e)	Deemed Satisfaction of "ACP" Test With Respect to Matching Employer Contributions	if the Employer elected in Subsection 1.11(a)(2) or 1.11(b) of the Adoption Agreement to provide discretionary Matching Employer Contributions, the Employer also elected in Subsection 1.11(a)(2)(A) or 1.11(b)(1) of the Adoption Agreement, as applicable, to limit the dollar amount of such discretionary Matching Employer Contributions allocated to a Participant for the Plan Year to no more than four percent of such Participant's Compensation for the Plan Year.	if the Employer elected in Subsection 1.11(a)(2) or 1.11(b) of the Adoption Agreement to provide discretionary Matching Employer Contributions, the Employer also limited the dollar amount of such discretionary Matching Employer Contributions allocated to a Participant for the Plan Year to no more than four percent of such Participant's Compensation for the Plan Year.
6.11(b)(2)	Changing Testing Methods	The Employer amends its Adoption Agreement no later than 30 days prior to the end of such Plan Year to provide for 401(k) Safe Harbor Nonelective Employer Contribution in accordance with the provisions of the 401(k) Safe Harbor Nonelective Employer Contributions Addendum to the Adoption Agreement.	The Employer amends its Adoption Agreement no later than 30 days prior to the end of such Plan Year to provide for 401(k) Safe Harbor Nonelective Employer Contributions in accordance with the provisions of Option 1.12(a)(3)(B).
11.04	Death	Subsection 1.20(d)(2)(B)(ii) of	the Forms of Payment Addendum
11.05	Other Termination of Employment	Vesting Addendum	Eligibility, Service and Vesting Addendum
12.01(a)	Restrictions on Distributions	1.21(c)	1.21(b)
15.05	Accelerated Vesting	Vesting Schedule Addendum	Eligibility, Service and Vesting Addendum
18.06	Veterans Reemployment Rights	1.07(a)(5)	1.07(a)(3)
19.05	Cost of Administration (last sentence)	Amounts a service provider agrees to credit to the Plan in recognition of the service provider's compensation for Plan services may be allocated to an ERISA account from which the Administrator may pay Plan expenses and/or allocate amounts to the Accounts of Participants and Beneficiaries pro rata based on their Account balances in the Trust as set forth in the Fiduciary Addendum to the Adoption Agreement.	Amounts a service provider agrees to credit to the Plan in recognition of the service provider's compensation for Plan services may be allocated to an ERISA account from which the Administrator may pay Plan expenses and/or allocate amounts to the Accounts of Participants and Beneficiaries pro rata based on their Account balances in the Trust or as set forth in the Fiduciary Addendum to the Adoption Agreement.

The Pre-Approved Plan Sponsor (Fidelity Management & Research Company) executed this Amendment by separate resolution on October 25, 2022, and this Amendment replaces in its entirety the amendment previously adopted on October 10, 2022.