RENTOKIL INITIAL USA
401(k) PLAN

As Amended and Restated
Effective January 1, 2023

RENTOKIL INITIAL USA
401(k) PLAN

W I T N E S S E T H :

WHEREAS, Rentokil North America, Inc. (the "Company") sponsors and maintains the **RENTOKIL INITIAL USA 401(k) PLAN** (the "Plan") for the benefit of its eligible employees; and

WHEREAS, the Company desires to restate the Plan and to amend the Plan in several respects, intending thereby to provide an uninterrupted and continuing program of benefits;

NOW, THEREFORE, the Plan is hereby restated in its entirety as follows with no interruption in time, effective as of January 1, 2023, except as otherwise indicated herein:

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I. DEFINITIONS AND CONSTRUCTION

1.1 Definitions. Where the following capitalized words and phrases appear in the Plan, they shall have the respective meanings set forth below unless their context clearly indicates to the contrary.

(1) **Account(s)**: A Participant's Before-Tax Account, Roth Account, Employer Contribution Account, After-Tax Account, Rollover Contribution Account, and/or Roth Rollover Account, including the amounts credited thereto.

(2) **Act**: The Employee Retirement Income Security Act of 1974, as amended ("ERISA").

(3) **Acquired Employee**: An individual who becomes an Employee as a result of or in connection with (A) the acquisition by the Employer of a controlling interest in the ownership of the entity that employed such individual immediately prior to his becoming an Employee, or (B) the acquisition by the Employer of all or substantially all of the assets (including, without limitation, by merger) of the entity that employed such individual immediately prior to his becoming an Employee.

(4) **After-Tax Account**: An individual account for a Participant, which is credited with his after-tax contributions attributable to a Merged Plan, and which is credited with (or debited for) such Account's allocation of net income (or net loss) and changes in value of the Trust Fund.

(5) **Before-Tax Account**: An individual account for each Participant, which is credited with (A) the Before-Tax Contributions (including Catch-Up Contributions treated as Before-Tax Contributions) made by the Employer on such Participant's behalf, (B) such Participant's allocation of (i) Employer Supplemental Contributions, if any, made pursuant to Section 6.6 to satisfy the restrictions set forth in Section 3.7 (i.e., qualified nonelective contributions) and (ii) qualified matching contributions and allocable income that are grandfathered pursuant to Treasury regulation section 1.401(k)-1(d)(3)(ii)(B), and (C) to the extent not otherwise included in clauses (A) and (B) above, the amounts transferred from a Merged Plan that are attributable to before-tax contributions made on such Participant's behalf, and which is credited with (or debited for) such Account's allocation of net income (or net loss) and changes in value of the Trust Fund.

(6) **Before-Tax Contributions**: Contributions made to the Plan by the Employer on a Participant's behalf (and not designated by such Participant as Roth Contributions) in accordance with the Participant's elections to defer Compensation under the Plan's qualified cash or deferred arrangement as described in Article III.

(7) **Benefit Commencement Date**: With respect to each Participant or beneficiary, the date such Participant's or beneficiary's benefit is paid (or commences to be paid) to him from the Trust Fund.

(8) **Catch-Up Contributions**: Contributions made to the Plan by the Employer on a Participant's behalf pursuant to Article IV.

(9) **Code**: The Internal Revenue Code of 1986, as amended.

(10) **Committee**: The administrative committee appointed by the Directors to administer the Plan.

(11) **Company**: Rentokil North America, Inc. (formerly known as J.C. Ehrlich Co., Inc.).

(12) **Compensation**: The total of all amounts paid by the Employer to or for the benefit of a Participant for services rendered or labor performed for the Employer that are required to be reported on the Participant's federal income tax withholding statement or statements (Form W-2 or its subsequent equivalent), subject to the following adjustments and limitations:

(A) The following shall be included:

(i) Elective contributions made on a Participant's behalf by the Employer that are not includable in income under section 125, section 402(e)(3), section 402(h), or section 403(b) of the Code, and any amounts that are not includable in the gross income of a Participant under a salary reduction agreement by reason of the application of section 132(f) of the Code;

(ii) Compensation deferred under an eligible deferred compensation plan within the meaning of section 457(b) of the Code;

(iii) Employee contributions described in section 414(h) of the Code that are picked up by the employing unit and are treated as employer contributions; and

(iv) Any amounts representing regular pay that are paid after a Participant's severance from employment (within the meaning of Treasury Regulation section 1.415(c)-2(e)(3)(ii)), including payment for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, will not fail to be Compensation merely because such amounts are paid after the Participant's severance from employment, provided that (A) such amounts are paid by the later of (I) 2 ½ months after the severance from employment or (II) the end of the Limitation Year that includes the date of the severance from employment, and (B) such amounts would have been paid to the Participant prior to a severance from employment if the Participant had continued in the employment of the Employer. This would generally include, for example, the Participant's final paycheck to the extent it represents earned wages or salary (and other amounts described above in this clause (iv)), if paid to the Participant after severance from employment.

(B) The following shall *not* be included:

(i) (a) Long-Term Incentive Plan (LTIP) payments, which are a type of senior executive bonus scheme payments;

(b) *For purposes of determining Employer Contributions*, senior executive bonus scheme payments (but senior executive bonus scheme payments *other than* Long-Term Incentive Plan (LTIP) payments described in clause (i)(a) above will be included for other purposes, such as determining Before-Tax Contributions and Roth Contributions);

(ii) Any "Company Holiday Fund Match" amount received by a Participant;

(iii) All amounts received by the Participant after such Participant's severance from employment with the Employer that would *not* have been received by such Participant had he continued in employment with the Employer, including, for example, severance pay, as well as parachute payments within the meaning of section 280G(b)(2) of the Code if paid after severance from employment;

(iv) Amounts received by a Participant after such Participant's severance from employment with the Employer that would have been received by such Participant had he continued in employment with the Employer if such amounts are received after the later of (A) 2 ½ months after the severance from employment or (B) the end of the Limitation Year that includes the date of the severance from employment;

(v) Optional amounts described in Treasury regulation section 1.415(c)-2(e)(3)(iii) and (4), including, without limitation, payment of accrued vacation and other leave that is paid after severance from employment; and

(vi) Any amount received by a Participant from the Employer as a "differential wage payment" (within the meaning of section 3401(h)(2) of the Code) for any period that such Participant is not performing services for the Employer by reason of qualified military service (as defined under section 414(u) of the Code).

(C) The Compensation of any Participant taken into account for purposes of the Plan shall be limited to $170,000 for Plan Years beginning before January 1, 2002, and $200,000 for any Plan Year beginning on or after January 1, 2002, with such limitation to be:

(i) Adjusted automatically to reflect any amendments to section 401(a)(17) of the Code and any cost-of-living increases authorized by section 401(a)(17) of the Code (such Compensation limitation is $330,000 as of January 1, 2023); and

(ii) Prorated for a Plan Year of less than twelve months and to the extent otherwise required by applicable law;

provided, however, that to the extent consistent with Internal Revenue Service guidance, the fact that a Participant's Compensation for the Plan Year exceeds the section 401(a)(17) dollar limitation will not preclude such Participant from making or receiving contributions under the Plan provided that the amount of such contributions in the aggregate are not based on Compensation in excess of the section 401(a)(17) dollar limitation.

(13) **Controlled Entity**: Each corporation that is a member of a controlled group of corporations (within the meaning of section 414(b) of the Code) of which the Employer is a member, each trade or business (whether or not incorporated) with which the Employer is under common control (within the meaning of section 414(c) of the Code), and each member of an affiliated service group (within the meaning of section 414(m) of the Code) of which the Employer is a member.

(14) **Direct Rollover**: A payment by the Plan to an Eligible Retirement Plan designated by a Distributee.

(15) **Directors**: The Board of Directors of the Company.

(16) **Distributee**: Each (A) Participant entitled to an Eligible Rollover Distribution, (B) Participant's surviving spouse with respect to the interest of such surviving spouse in an Eligible Rollover Distribution, (C) former spouse of a Participant who is an alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, with regard to the interest of such former spouse in an Eligible Rollover Distribution, and (D) designated beneficiary (as defined in section 401(a)(9)(E) of the Code) of a Participant, other than a Participant's surviving spouse, with respect to the interest of such beneficiary in an Eligible Rollover Distribution.

(17) **Early Retirement Date**: The date a Participant attains the age of 55.

(18) **Effective Date**: January 1, 2023, as to this restatement of the Plan, except (A) as otherwise indicated in specific provisions of the Plan, and (B) that provisions of the Plan required to have an earlier effective date by applicable statute and/or regulation shall be effective as of the required effective date in such statute and/or regulation and shall apply, as of such required effective date, to any plan merged into this Plan.

(19) **Eligible Employee**: Each Employee other than (A) a nonresident alien who receives no earned income from the Employer that constitutes income from sources within the United States, (B) a Leased Employee, (C) an individual who is deemed to be an Employee pursuant to Treasury regulations issued under section 414(o) of the Code, and (D) an Employee who is an active participant or eligible to be an active participant in any other Employer or Controlled Entity-sponsored retirement plan intended to be qualified within the meaning of section 401(a) of the Code. Notwithstanding the foregoing:

(A) Each Employee whose Employment Commencement Date is on or after January 1, 2015, and who is classified by the Employer as either a "temporary employee" or "holiday employee," shall not be an Eligible Employee, unless and until such Employee completes a Year of Participation Service as described in Section 2.3; and

(B) Each Employee who was not eligible to participate in the Plan prior to January 1, 2019, and who is classified by the Employer as a "seasonal employee," shall not be an Eligible Employee, unless and until such Employee completes a Year of Participation Service as described in Section 2.3.

(C) Each Employee (i) who is classified by the Employer as a "Terminix employee" or (ii) who is otherwise eligible to actively participate in the Terminix Retirement Plan or any other retirement plan sponsored by The Terminix Company, LLC or any of its subsidiaries (or any other subsidiary of Terminix Holdings, LLC) that is intended to be qualified within the meaning of section 401(a) of the Code shall, in such capacity, continue to be ineligible for the Plan and in no event shall be an Eligible Employee.

Furthermore, notwithstanding any provision of the Plan to the contrary, no individual who is designated, compensated, or otherwise classified or treated by the Employer as an independent contractor or other non-common law employee shall be eligible to become a Participant in the Plan. It is expressly intended that individuals not treated as common law employees by the Employer are to be excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees.

(20) **Eligible Retirement Plan**: Any of: (A) an individual retirement account described in section 408(a) of the Code, (B) an individual retirement annuity described in section 408(b) of the Code, (C) an annuity plan described in section 403(a) of the Code, (D) a qualified plan described in section 401(a) of the Code that under its provisions does, and under applicable law may, accept a Distributee's Eligible Rollover Distribution, (E) an annuity contract described in section 403(b) of the Code, and (F) an eligible plan under section 457(b) of the Code that is maintained by a state, political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state and that agrees to separately account for the amounts transferred into such plan from this Plan; provided, however, that with respect to a Distributee who is a non-surviving spouse designated beneficiary (within the meaning of section 401(a)(9)(E) of the Code), only (i) an individual retirement account described in section 408(a) of the Code or (ii) an individual retirement annuity described in section 408(b) of the Code established for the purpose of receiving the Eligible Rollover Distribution of such Distributee and treated as an inherited individual retirement account or individual retirement annuity within the meaning of section 408(d)(3)(C) of the Code. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse or to a spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code. Notwithstanding the foregoing, for purposes of Sections 18.7 and 18.10, an Eligible Retirement Plan shall also mean a Roth IRA as provided in section 408A(e) of the Code. Further notwithstanding the foregoing, if any portion of an Eligible

Rollover Distribution is from a Participant's designated Roth Account or Roth Rollover Account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account (within the meaning of section 402A of the Code) under an "applicable retirement plan" (as defined in section 402A(e)(1) of the Code) or a "Roth IRA" described in section 408A of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

(21) **Eligible Rollover Distribution**: With respect to a Distributee, any distribution of all or any portion of the Accounts of a Participant other than (A) a distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary or for a specified period of ten (10) years or more, (B) a distribution to the extent such distribution is required under section 401(a)(9) of the Code, (C) the portion of a distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), (D) a loan treated as a distribution under section 72(p) of the Code and not excepted by section 72(p)(2), (E) a loan in default that is a deemed distribution, (F) any corrective distribution provided in Article VII and Article X, and (G) any other distribution so designated by the Internal Revenue Service in revenue rulings, notices, and other guidance of general applicability. Notwithstanding the foregoing or any other provision of the Plan, (A) any amount that is distributed from the Plan pursuant to Section 20.2 on account of hardship to a Participant who has not attained age 59½ shall not be an Eligible Rollover Distribution and the Distributee may not elect to have any portion of such a distribution paid directly to an Eligible Retirement Plan and (B) a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includable in gross income; provided, however, that such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, a qualified plan described in section 401(a) of the Code, or an annuity contract described in section 403(b) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includable in gross income and the portion of such distribution that is not so includable. Also notwithstanding the foregoing, an Eligible Rollover Distribution from a Participant's designated Roth Account or Roth Rollover Account may only be rolled into another designated Roth account (within the meaning of section 402A of the Code) under an "applicable retirement plan" (as defined in section 402A(e)(1) of the Code) or a "Roth IRA" described in section 408A of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

(22) **Employee**: Each (A) individual employed by the Employer and (B) Leased Employee.

(23) **Employer**: The Company and each entity that has been designated to participate in the Plan pursuant to the provisions of Article XXVII.

(24) **Employer Annual Contributions**: Contributions made to the Plan by the Employer for certain Plan Years prior to the Plan Year beginning on January 1, 2023, as described in Section 6.5.

(25) **Employer Contribution Account**: An individual account for each Participant, which is credited with the sum of (A) the Employer Contributions made on such Participant's behalf on or after the Effective Date (*other than* (i) Employer Supplemental Contributions allocated to such Participant's Before-Tax Account pursuant to Section 6.7 and (ii) qualified matching contributions and allocable income that are grandfathered pursuant to Treasury regulation section 1.401(k)-1(d)(3)(ii)(B) and allocated to such Participant's Before Tax-Account), (B) the balance of the Participant's Employer Contribution Account as of the time immediately prior to the Effective Date, and (C) to the extent not otherwise included in clauses (A) and (B) above, the amounts transferred from a Merged Plan that are attributable to employer contributions made on such Participant's behalf, and which is credited with (or debited for) such Account's allocation of net income (or net loss) and changes in value of the Trust Fund.

(26) **Employer Contributions**: The total of Employer Matching Contributions, Employer Annual Contributions, and Employer Supplemental Contributions.

(27) **Employer Matching Contributions**: Contributions made to the Plan by the Employer pursuant to Sections 6.1 and 6.2.

(28) **Employer Supplemental Contributions**: Contributions made to the Plan by the Employer pursuant to Section 6.6.

(29) **Employment Commencement Date**: The date on which an individual first performs an Hour of Service.

(30) **Entry Date**: The date that the applicable eligibility requirements for participation in the Plan under Article II are satisfied by the applicable Eligible Employee.

(31) **Highly Compensated Employee**: Each Employee who performs services during the Plan Year for which the determination of who is highly compensated is being made (the "Determination Year") and who:

(A) Is a five-percent owner of the Employer (within the meaning of section 416(i)(1)(A)(iii) of the Code) at any time during the Determination Year or the 12-month period immediately preceding the Determination Year (the "Look-Back Year"); or

(B) Receives compensation within the meaning of section 414(q)(4) of the Code (referred to as "compensation" for purposes of this Paragraph) in excess of $80,000 (with such amount to be adjusted automatically to reflect any cost-of-living adjustments authorized by section 414(q)(1) of the Code) during the Look-Back Year.

For purposes of the preceding sentence, (i) all employers aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code shall be treated as a single employer and (ii) a former Employee who had a separation year (generally, the Determination Year such Employee separates from service) prior to the Determination Year and who was an active Highly Compensated Employee for either such separation year or any Determination Year ending on or after such Employee's 55th birthday shall be deemed to be a Highly Compensated Employee. To the extent that the provisions of this Paragraph are inconsistent or conflict with the definition of a "highly compensated employee" set forth in section 414(q) of the Code and the Treasury regulations thereunder, the relevant terms and provisions of section 414(q) of the Code and the Treasury regulations thereunder shall govern and control.

(32) **Hour of Service**: Each hour for which an individual is directly or indirectly paid, or entitled to payment, by the Employer or a Controlled Entity, as an employee for the performance of duties.

(33) **Investment Fund**: Each investment fund made available from time to time for the investment of plan assets, as described in Article XI.

(34) **Leased Employee**: Each person who is not an employee of the Employer or a Controlled Entity but who performs services for the Employer or a Controlled Entity pursuant to an agreement (oral or written) between the Employer or a Controlled Entity and any leasing organization, provided that (A) such person has performed such services for the Employer or a Controlled Entity or for related persons (within the meaning of section 144(a)(3) of the Code) on a substantially full-time basis for a period of at least one year and (B) such services are performed under primary direction or control by the Employer or a Controlled Entity.

(35) **Match Participant**: Each Participant who is an Eligible Employee *other than* an Employee whose terms and conditions of employment are governed by a collective bargaining agreement (a "Union Employee") unless such agreement provides for his coverage under the Plan with respect to Employer Matching Contributions.

(36) **Merged Plan**: A plan that has been merged with and into this Plan.

(37) **Normal Retirement Date**: The date a Participant attains the age of 60.

(38) **Participant**: Each individual who has met the eligibility requirements for participation in the Plan pursuant to Article II. Except for purposes of being eligible to receive Employer Matching Contributions, the term "Participant" shall include a Match Participant. For purposes of Article XI, the beneficiary of a deceased Participant and any alternate payee under a qualified domestic relations order (as defined in Section 28.2) shall have the rights of a Participant.

(39) **Participation Service**: The measure of service used in determining an Employee's eligibility to participate in the Plan as determined pursuant to Article II.

(40) **Period of Service**: Each period of an individual's Service commencing on his Employment Commencement Date or a Reemployment Commencement Date, if applicable, and ending on a Severance from Service Date. Notwithstanding the foregoing, a period during which an individual is absent from Service (A) by reason of the individual's pregnancy, the birth of a child of the individual, or the placement of a child with the individual in connection with the adoption of such child by the individual, or (B) for the purposes of caring for such child for the period immediately following such birth or placement shall not constitute a Period of Service between the first and second anniversary of the first date of such absence. A Period of Service shall also include any period required to be credited as a Period of Service by federal law other than the Act or the Code, but only under the conditions and to the extent so required by such federal law. Further, to the extent required by section 414(n) of the Code and the applicable interpretative authority thereunder, an individual's Period of Service shall include any period for which such individual was a Leased Employee (or would have been a Leased Employee but for the requirements of clause (A) of the definition of such term set forth in Section 1.1(34)).

(41) **Period of Severance**: Each period of time commencing on an individual's Severance from Service Date and ending on a Reemployment Commencement Date.

(42) **Plan**: The Rentokil Initial USA 401(k) Plan, as amended from time to time.

(43) **Plan Year**: The 12-consecutive month period commencing January 1 of each year.

(44) **Reemployment Commencement Date**: The first date upon which an individual performs an Hour of Service following a Severance from Service Date.

(45) **Rollover Contribution Account**: An individual account for a Participant, which is credited with (A) the Rollover Contributions (other than Roth Rollover Contributions) of such Participant, and (B) to the extent not otherwise included in clause (A) above, the amounts transferred from a Merged Plan that are attributable to rollover contributions (other than Roth rollover contributions) for such Participant, and which is credited with (or debited for) such Account's allocation of net income (or net loss) and changes in value of the Trust Fund.

(46) **Rollover Contributions**: Contributions made by a Participant pursuant to Article VIII. Except to the extent otherwise provided by the terms of the Plan or applicable law or unless the context clearly indicates to the contrary, the term Rollover Contributions includes Roth Rollover Contributions.

(47) **Roth Account**: An individual account for each Participant, which is credited with Roth Contributions (including Catch-Up Contributions that are designated by the Participant as Roth Contributions) made by the Employer on such Participant's behalf, and which is credited with (or debited for) such Account's allocation of net income (or net loss) and changes in value of the Trust Fund.

(48) **Roth Contributions**: Contributions made to the Plan by the Employer on a Participant's behalf in accordance with Section 3.2 and that are treated by the Employer as includible

in the Participant's gross income at the time the Participant would have received the amount in cash if the Participant had not made an election to defer Compensation.

(49) **Roth Rollover Account**: An individual account for a Participant, which is credited with Roth Rollover Contributions of such Participant, and which is credited with (or debited for) such Account's allocation of net income (or net loss) and changes in value of the Trust Fund.

(50) **Roth Rollover Contributions**: Contributions made by a Participant pursuant to Section 8.1 that are attributable to a distribution received by the Participant from a designated Roth account under an applicable retirement plan described in section 402A(e)(1) of the Code.

(51) **Service**: The period of an individual's employment with the Employer or a Controlled Entity. Except as provided in Section 2.4, in no event shall Service include any period of service with a corporation or other entity prior to the date it became a Controlled Entity or after it ceases to be a Controlled Entity except to the extent required by law, or to the extent determined by the Committee. The Committee, in its discretion, may credit individuals with Service for service with the Employer or a prior employer for periods before such individual has commenced or recommenced participation in the Plan, but only if (A) such service would not otherwise be credited as Service and (B) such crediting of Service (i) has a legitimate business reason, (ii) does not by design or operation discriminate significantly in favor of Highly Compensated Employees, and (iii) is applied to all similarly situated employees. In addition, the Committee, in its discretion, may credit individuals with Service based on imputed service for periods after such individual has commenced participation in the Plan while such individual is not performing service for the Employer or while such individual is an Employee with a reduced work schedule, but only if (1) such service would not otherwise be credited as Service, (2) such crediting of Service (a) has a legitimate business reason, (b) does not by design or operation discriminate significantly in favor of Highly Compensated Employees, and (c) is applied to all similarly situated employees, and (3) the individual has not permanently ceased to perform service as an Employee, provided that this clause (3) of this sentence shall not apply if (x) the individual is not performing service for the Employer because of a disability, (y) the individual is performing service for another employer under an arrangement that provides some ongoing business benefit to the Employer, or (z) for purposes of vesting, the individual is performing service for another employer that is being treated under the Plan as actual service with the Employer.

(52) **Severance from Service Date**: The first date on which an individual terminates his Service following his Employment Commencement Date or a Reemployment Commencement Date, if applicable. Notwithstanding the foregoing, the Severance from Service Date of an individual who is absent from Service (A) by reason of the individual's pregnancy, the birth of a child of the individual, or the placement of a child with the individual in connection with the adoption of such child by the individual, or (B) for purposes of caring for such child for the period immediately following such birth or placement shall be the second anniversary of the first date of such absence.

(53) **Spouse**: An individual who is legally married to a Participant. For this purpose, two individuals are considered to be legally married (1) if the marriage is recognized by the state, possession, or territory of the United States in which the marriage is entered into (regardless of domicile), or (2) if the two individuals entered into a relationship denominated as marriage under the laws of a foreign jurisdiction and such relationship would be recognized as marriage under the laws of at least one state, possession, or territory of the United States (regardless of domicile). Notwithstanding the foregoing, the term "spouse" does not include any individual who has entered into a registered domestic partnership, civil union, or other similar formal relationship with an Eligible Employee if such formal relationship is not denominated as a marriage under the laws of the domestic or foreign jurisdiction where such relationship was entered into (regardless of domicile).

(54) **Trust**: The trust(s) established under the Trust Agreement(s) to hold and invest contributions made under the Plan, and income thereon, and from which the Plan benefits are distributed.

(55) **Trust Agreement**: The agreement(s) entered into between the Company and the Trustee establishing the Trust, as such agreement(s) may be amended from time to time.

(56) **Trust Fund**: The funds and properties held pursuant to the provisions of the Trust Agreement for the use and benefit of the Participants, together with all income, profits, and increments thereto.

(57) **Trustee**: The trustee or trustees qualified and acting under the Trust Agreement at any time.

(58) **Vested Interest**: The percentage of a Participant's Accounts that, pursuant to the Plan, is nonforfeitable.

(59) **Vesting Service**: The measure of service used in determining a Participant's Vested Interest, in accordance with Sections 14.7, 14.8, and 14.9.

1.2 **Number and Gender**. Wherever appropriate herein, words used in the singular shall be considered to include the plural, and words used in the plural shall be considered to include the singular. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender.

1.3 **Headings**. The headings of Articles and Sections herein are included solely for convenience, and if there is any conflict between such headings and the text of the Plan, the text shall control.

1.4 **Construction**. It is intended that the Plan be qualified within the meaning of section 401(a) of the Code and that the Trust be tax exempt under section 501(a) of the Code, and all provisions herein shall be construed in accordance with such intent.

II. PARTICIPATION

2.1 Eligibility. Each Eligible Employee shall become a Participant upon the Entry Date coincident with or next following the later of the date on which such Eligible Employee completes thirty (30) days of Participation Service or the date on which such Eligible Employee attains the age of 18. Notwithstanding the foregoing:

(a) An Eligible Employee who was a Participant in the Plan on the day prior to the Effective Date shall remain a Participant in this restatement thereof as of the Effective Date, except as otherwise provided in Paragraph (f) below;

(b) An Eligible Employee who was a Participant in the Plan prior to a termination of employment shall remain a Participant upon his reemployment as an Eligible Employee;

(c) An Employee who has completed the applicable Participation Service described in Section 2.1 of the Plan as it existed immediately prior to this January 1, 2023 restatement of the Plan (that is, completed thirty (30) days of Participation Service if hired (or re-hired) on or after September 23, 2019 or three (3) months of Participation Service if hired (or re-hired) prior to September 23, 2019) and has attained the age of 18 but who has not become a Participant in the Plan because he was not an Eligible Employee shall become a Participant in the Plan upon the later of (1) the date he becomes an Eligible Employee as a result of a change in his employment status or (2) the first Entry Date upon which he would have become a Participant if he had been an Eligible Employee;

(d) An Eligible Employee who had completed the applicable Participation Service described in Section 2.1 of the Plan as it existed immediately prior to this January 1, 2023 restatement of the Plan (that is, completed thirty (30) days of Participation Service if hired (or re-hired) on or after September 23, 2019 or three (3) months of Participation Service if hired (or re-hired) prior to September 23, 2019), but who had not attained the age of 18 prior to a termination of his employment shall become a Participant upon the later of (1) the date of his reemployment or (2) the first Entry Date following his attainment of age 18;

(e) An Eligible Employee who had met the age and applicable service requirements to become a Participant in the Plan based on the terms of the Plan at such time but who terminated employment prior to the Entry Date upon which he would have become a Participant shall become a Participant upon the later of (1) the date of his reemployment or (2) the Entry Date upon which he would have become a Participant if he had not terminated employment; and

(f) Notwithstanding any provision in this Article II to the contrary, a Participant who ceases to be an Eligible Employee but remains an Employee shall continue to be a Participant but, on and after the date he ceases to be an Eligible Employee, he shall no longer be entitled to defer Compensation hereunder or share in

allocations of Employer Contributions unless and until he shall again become an Eligible Employee.

2.2 Participation Service. An individual shall be credited with Participation Service in an amount equal to his aggregate Periods of Service whether or not such Periods of Service are completed consecutively. Notwithstanding the foregoing:

(a) If an individual terminates his Service (at a time other than during a leave of absence) and subsequently resumes his Service, if his Reemployment Commencement Date is within 12 months of his Severance from Service Date, such Period of Severance shall be treated as a Period of Service.

(b) If an individual terminates his Service during a leave of absence and subsequently resumes his Service, if his Reemployment Commencement Date is within 12 months of the beginning of such leave of absence, such Period of Severance shall be treated as a Period of Service.

(c) In the case of an individual who terminates employment at a time when he does not have any Vested Interest in his Employer Contribution Account and has no balance in his Before-Tax Account and Roth Account but who then incurs a Period of Severance that equals or exceeds the greater of (1) five (5) years or (2) his Period of Service prior to such Period of Severance, such individual's Period of Service completed before such Period of Severance shall be disregarded in determining his Participation Service.

2.3 Year of Participation Service for Temporary, Holiday, and Seasonal Employees. As reflected in Section 1.1(19), (1) an Employee whose Employment Commencement Date is on or after January 1, 2015 and who is classified by the Employer as either a "temporary employee" or "holiday employee" and (2) an Employee who was ineligible to participate in the Plan prior to January 1, 2019 and who is classified by the Employer as a "seasonal employee," in either case, is not an Eligible Employee, unless and until such Employee completes a Year of Participation Service. For purposes of determining whether such "temporary employee" or "holiday employee" or "seasonal employee" is eligible to participate in the Plan, the following provisions apply:

(a) "**Year of Participation Service**" means an Eligibility Computation Period (defined below) during which the Employee completes at least 1,000 Hours of Service (defined below). All eligibility service with the Employer is taken into account, except that if the Employee does not have any Vested Interest in his Employer Contribution Account and no balance in his Before-Tax Account and Roth Account, Years of Participation Service before a period that equals or exceeds the greater of (1) five (5) consecutive One-Year Breaks in Service (defined below) or (2) his aggregate Years of Participation Service completed before the break will not be taken into account in computing eligibility service. If a Participant's Years of Participation Service are disregarded pursuant to the foregoing, and notwithstanding Section 2.1(b), such Participant who is reemployed will be treated as a new Employee for eligibility purposes.

(b) "**Eligibility Computation Period**" means a 12-consecutive month period beginning with the Employee's Employment Commencement Date; provided, however, that the Employee's succeeding Eligibility Computation Period for such purpose will switch to the Plan Year, beginning with the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date. An Employee who is credited with a Year of Participation Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee's initial Eligibility Computation Period will be credited with two Years of Participation Service.

(c) "**Hour of Service**" means:

(1) Each hour for which the Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the Eligibility Computation Period in which the duties are performed.

(2) Each hour for which the Employee is paid, or entitled to payment, by the 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 Paragraph (2) for any single continuous period (whether or not such period occurs in a single Eligibility Computation Period). Hours under this Paragraph (2) will be calculated and credited pursuant to Department of Labor Regulation section 2530.200b-2, which is incorporated herein by reference.

(3) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under Paragraph (1) or Paragraph (2) above, as the case may be, and under this Paragraph (3). These hours will be credited to the Employee for the Eligibility Computation Period(s) to which the award or agreement pertains rather than the Eligibility Computation Period in which the award, agreement, or payment is made.

(4) Solely for purposes of determining whether a One-Year Break in Service (defined below) has occurred, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in the case in which hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this Paragraph (4), an absence from work for 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 in connection with adoption. The Hours of Service credited under this Paragraph (4) shall be

credited (A) in the Eligibility Computation Period in which the absence begins if the crediting is necessary to prevent a break in service in that period, or (B) in all other cases, in the following Eligibility Computation Period.

(d) "**One-Year Break in Service**" means an Eligibility Computation Period during which the Employee is credited with 500 or fewer Hours of Service.

2.4 Participation Service for Certain Transferred and Acquired Employees.

(a) Notwithstanding any provision in this Article II to the contrary, and to the extent permitted by the Code and the applicable authority thereunder, an individual who (1) becomes an Eligible Employee as a result of a transfer of employment to the Employer directly from Rentokil Initial plc or a subsidiary or affiliate thereof, (2) has been employed by Rentokil Initial plc or a subsidiary or affiliate thereof for at least thirty (30) days immediately prior to such transfer of employment, and (3) has attained the age of 18, shall be treated as satisfying the applicable Participation Service requirements set forth in Section 2.1 on the date such individual becomes an Eligible Employee and shall be eligible to participate in the Plan on the earliest date coincident with or next following such transfer of employment on which it is administratively practicable to implement this provision.

(b) Notwithstanding any provision in this Article II to the contrary, and to the extent permitted by the Code and the applicable authority thereunder, an individual who becomes an Eligible Employee as a result of or in connection with (1) the acquisition by the Employer of all or substantially all of the stock of the entity that employed such individual immediately prior to his becoming an Eligible Employee, or (2) the acquisition by the Employer of all or substantially all of the assets (including, without limitation, by merger) of the entity that employed such individual immediately prior to his becoming an Eligible Employee, shall be credited with Participation Service for his employment with such acquired entity on the earliest date (following the date such individual becomes an Eligible Employee) on which it is administratively practicable to implement this provision. Notwithstanding the foregoing, the provisions of this Section 2.4(b) shall not apply with respect to the Employer's acquisition of assets of Eradico Pest Control, and no Employee shall be credited with Participation Service for employment with Eradico Pest Control.

III. BEFORE-TAX CONTRIBUTIONS AND ROTH CONTRIBUTIONS

3.1 Amount of Before-Tax Contributions and Roth Contributions. For each payroll period, a Participant may elect to defer an integral percentage from 1% to 80% (or such lesser percentage as may be prescribed from time to time by the Committee) of his Compensation for such payroll period by having the Employer contribute the amount so deferred to the Plan. The Compensation elected to be deferred by a Participant pursuant to this Section shall be contributed to the Plan by the Employer as the Participant's Before-Tax Contributions, except to the extent such amounts are designated by the Participant as Roth Contributions in accordance with Section 3.2. Compensation for a Plan Year not so deferred by a Participant shall be received by such Participant in cash.

3.2 Roth Contributions. The Plan accepts Roth elective deferrals made on behalf of Participants. A Participant who wishes to make a Roth elective deferral must designate, in his deferral agreement made in accordance with Section 3.3, the portion of his deferrals elected under Section 3.1 that are to be contributed as Roth Contributions. The Compensation elected to be deferred by a Participant as a Roth Contribution may not later be reclassified as a Before-Tax Contribution; provided, however, that a Participant may elect to change the portion of his elective deferrals designated as Roth Contributions on a prospective basis in accordance with Section 3.3.

3.3 Deferral Agreement for Before-Tax Contributions and Roth Contributions. A Participant's election to defer an amount of his Compensation as Before-Tax Contributions or Roth Contributions shall be made by agreeing with his Employer, in the manner prescribed by the Committee, to reduce his Compensation in the elected amount, and the Employer, in consideration thereof, agrees to contribute an equal amount to the Plan. A Participant's deferral election shall remain in force and effect for all periods following the effective date of such election (which shall be as soon as administratively feasible after the election is made) until modified or terminated or until such Participant terminates his employment or ceases to be an Eligible Employee. A Participant who has elected to defer a portion of his Compensation may change his deferral election percentage (within the percentage limits described in Section 3.1) and/or contribution type (either Before-Tax Contribution or Roth Contribution) for all or a portion of such deferrals on a prospective basis, effective as of the first day of any subsequent pay period for which it is administratively practicable to implement such change, by communicating such deferral election change to his Employer in the manner and within the time period prescribed by the Committee. A Participant may cancel his deferral election, effective as of the first day of any subsequent pay period for which it is administratively practicable to implement such change, by communicating such cancellation to his Employer in the manner and within the time period prescribed by the Committee. A Participant who so cancels his deferral election may resume deferrals, effective as of the first day of any subsequent pay period for which it is administratively practicable to implement such change, by communicating his new deferral election to his Employer in the manner and within the time period prescribed by the Committee.

3.4 Automatic Contribution Arrangement for Certain Participants Hired On or After January 1, 2016.

(a) **Automatic Election**. Notwithstanding any other provision in the Plan to the contrary, and subject to the provisions of this Section 3.4, each Eligible Employee who is hired on or after January 1, 2016 will be deemed to have automatically elected to defer 5% of his Compensation as Before-Tax Contributions effective as of the following date:

(1) **If Hired After November 1, 2019**. With respect to an Eligible Employee who is hired after November 1, 2019, the deemed "automatic election" will be effective as of the first date on which it is administratively practicable to implement such deemed automatic election on or about ninety (90) days after such Eligible Employee's date of hire (or, if later, a reasonable period of time (generally 30 days) following the date such individual becomes a Participant in

the Plan), and such deemed automatic election will be considered to be a deferral election by such Participant for all purposes of the Plan. The preceding sentence notwithstanding, this automatic election will not be effective for a Participant if such Participant has made an affirmative deferral election under Section 3.1 of the Plan (including an affirmative election to opt out and defer 0% of his Compensation) within a reasonable period of time prior to the automatic election becoming effective.

(2) **If Hired On or Prior to November 1, 2019 (and On or After January 1, 2016)**. With respect to an Eligible Employee who is hired on or prior to November 1, 2019 (and on or after January 1, 2016) (or who is re-hired between October 1, 2019 and November 1, 2019), the deemed "automatic election" will be effective as of the date described in the applicable terms of the Plan as it existed immediately prior to this January 1, 2023 restatement of the Plan.

(b) **Modification of Automatic Election**. Any Participant for whom a deemed automatic election is implemented under this Section 3.4 may change such deferral election and defer any greater or lesser percentage of his Compensation (subject to the percentage limits specified in Section 3.1) and/or change the contribution type (either Before-Tax Contribution or Roth Contribution) for all or a portion of such Participant's deferrals on a prospective basis by affirmatively electing to do so in accordance with the provisions of Section 3.3.

(c) **Limited Opportunity to Withdraw Compensation Deferred Under Automatic Election**. Any Participant for whom a deemed automatic election is implemented under this Section 3.4 may elect to obtain a withdrawal of the Compensation deferred pursuant to such automatic election (adjusted for earnings and losses through the date of distribution), provided that the election to obtain such withdrawal must be made in the manner prescribed by the Committee and must be made no later than 90 days after the date of the Participant's first Before-Tax Contribution pursuant to the automatic election (which, unless otherwise provided by applicable law, is the date that such deferred Compensation would otherwise have been included in the Participant's gross income). In the event that a Participant makes a timely election of withdrawal pursuant to this Paragraph (c), a distribution of the Compensation deferred pursuant to such automatic election (adjusted for earnings and losses through the date of distribution) will be made to such Participant in a lump sum as soon as administratively practicable after receipt of such valid election. The withdrawal right described in this Paragraph (c) must be with respect to all Compensation deferred pursuant to the automatic election (and not only a portion of such Compensation) and shall not apply with respect to any Compensation deferred pursuant to an affirmative deferral election.

(d) **Forfeiture of Employer Matching Contributions on Withdrawn Compensation**. Before-Tax Contributions that are withdrawn pursuant to Paragraph (c) above shall not be eligible for any Employer Matching Contributions. To the extent that Employer Matching Contributions have been made with respect to such Before-Tax Contributions prior to the receipt of a valid withdrawal election, such Employer Matching

Contributions shall be forfeited as of the date of such withdrawal. Employer Matching Contributions forfeited pursuant to this Paragraph (d) shall not be returned to the Employer, but rather shall be applied in accordance with Section 14.11 of the Plan.

(e) **Automatic Increase of Certain Deferral Elections**. Each Participant who (1) is subject to the deemed automatic election described in Paragraph (a) above, and (2) who affirmatively elects to reduce his deferral election to a percentage below 5% (but not to 0%), will be deemed to have automatically elected, effective as of the first day of each subsequent Plan Year beginning on or after January 1, 2017, to defer a percentage of his Compensation equal to his then-current deferral percentage plus 1% (subject to the maximum percentage described below), unless the Participant makes an affirmative election effective for such subsequent Plan Year within 30 days of the first day of such subsequent Plan Year. Notwithstanding the foregoing to the contrary, in no event will the "automatic increase" provided by this Paragraph (e) result in a deferral election that is greater than 5% of Compensation. The automatic increase provided by this Paragraph (e) shall not apply to any Participant who has affirmatively elected under the Plan to defer 0% of his Compensation.

(f) **Deemed Investment Election**. Unless and until the Participant makes an investment designation pursuant to Section 11.1 of the Plan, the Before-Tax Contributions (or, if applicable, Roth Contributions) that are made on a Participant's behalf pursuant to an automatic election under this Section 3.4 shall be invested in an Investment Fund (or Funds) that is intended to comply with Section 404(c)(5) of ERISA and the regulations thereunder concerning default investment arrangements.

(g) **Notices to Participants Affected by Automatic Elections**. Each Participant affected by the automatic election provisions set forth in this Section 3.4 will be provided notice of such provisions in the time and manner required by applicable law. Such notice will include such items as required by law, including, without limitation, (1) an explanation of the Participant's right to elect not to defer Compensation as Before-Tax Contributions (or to defer Compensation at a different percentage), (2) an explanation that the Participant will have a reasonable period of time after receipt of such notice before the first Before-Tax Contribution is made under the automatic election provisions in order to provide an opportunity to change such automatic election, and (3) an explanation of how contributions made in accordance with the automatic election will be invested in the absence of an investment designation by the Participant.

(h) **Automatic Contribution Arrangement Not to Apply to Acquired Employees and Certain Other Employees with Prior Service**. Notwithstanding any provision in this Section 3.4 to the contrary:

(1) **Acquired Employees**. An Eligible Employee who is an Acquired Employee is not subject to the automatic contribution arrangement described in this Section 3.4. By way of example, and not limitation, an Eligible Employee who is classified by the Employer as an "Environmental Pest Service employee" or a "J.P. Pest Services employee" is not subject to the automatic contribution arrangement described in this Section 3.4; and

(2) **Certain Employees with Prior Service**. An Eligible Employee hired (or re-hired) on or after January 1, 2016, and who has previously rendered services to the Employer prior to such hire (or re-hire) date, is not subject to the automatic contribution arrangement described in this Section 3.4 (except as otherwise provided in Section 3.5(b) below). By way of example, and not limitation, an Eligible Employee who is re-hired after January 1, 2016, or an Eligible Employee hired after January 1, 2016 who provided services to the Employer through a temporary employment agency prior to such individual's hire date, is not subject to the automatic contribution arrangement described in this Section 3.4.

3.5 Automatic Contribution Arrangement for Certain Participants Hired Prior to January 1, 2016 and Certain Employees Re-Hired in 2019.

(a) **Certain Participants Hired Prior to January 1, 2016**. Under the terms of the Plan in effect prior to the January 1, 2016 restatement of the Plan, an automatic contribution arrangement generally applied to a "JCE Division Employee" who was hired on or after January 1, 2009, and a separate automatic contribution arrangement generally applied to an Eligible Employee of Medentex, LLC and an "Ambius Division Employee" who was hired on or after January 1, 2010 (see Sections 3.3 and 3.4 of the Plan as it existed prior to the January 1, 2016 restatement of the Plan) (the "pre-2016 automatic contribution arrangement"). With respect to each Eligible Employee who was subject to the pre-2016 automatic contribution arrangement, the terms of such applicable automatic contribution arrangement, including, for example, the applicable "automatic increase" provided by such arrangement, will continue to apply on and after January 1, 2016 to such Eligible Employee to the extent applicable. The "automatic increase" provision of the pre-2016 automatic contribution arrangement is substantially identical to the "automatic increase" provision described in Section 3.4(e) above.

(b) **Employees Re-Hired Between October 1, 2019 and November 1, 2019**. Notwithstanding anything to the contrary in Section 3.4(h)(2) above, Eligible Employees re-hired between October 1, 2019 and November 1, 2019 are subject to the automatic contribution arrangement under the terms of the Plan as it existed immediately prior to this January 1, 2023 restatement of the Plan.

3.6 Annual Dollar Limit on Before-Tax Contributions and Roth Contributions. In restriction of the Participants' Before-Tax Contribution and Roth Contribution elections and except to the extent permitted under Article IV and section 414(v) of the Code, the Before-Tax Contributions, the Roth Contributions, and the elective deferrals (within the meaning of section 1.402(g)-1(b) of the Treasury regulations) under all other plans, contracts, and arrangements of the Company and its Controlled Entities on behalf of any Participant for any calendar year shall not exceed the dollar limitation contained in section 402(g) of the Code in effect for such calendar year ($22,500 for calendar year 2023).

3.7 Actual Deferral Percentage Restriction on Before-Tax Contributions and Roth Contributions. In further restriction of the Participants' Before-Tax Contribution and Roth Contribution elections, it is specifically provided that one of the "actual deferral

percentage" tests set forth in section 401(k)(3) of the Code and the Treasury regulations and other guidance issued thereunder must be met in each Plan Year. Such testing shall utilize the current year testing method as such term is defined in section 1.401(k)-6 of the Treasury regulations.

3.8 Committee Adjustments of Before-Tax Contributions and Roth Contributions. If the Committee determines that a reduction of the Before-Tax Contribution and/or Roth Contribution deferral elections made by Participants is necessary to insure that the restrictions set forth in Section 3.6 or 3.7 above are met for any Plan Year, the Committee may reduce the elections of affected Participants on a temporary and prospective basis in such manner as the Committee shall determine; provided, however, that no such reduction shall be effected in a way that adversely affects the Catch-Up Contribution rights of such Participants.

3.9 Contribution of Before-Tax Contributions and Roth Contributions. As soon as administratively feasible following the end of each payroll period, but no later than the time required by applicable law, the Employer shall contribute to the Trust, as Before-Tax Contributions or Roth Contributions (as designated by the Participant) with respect to each Participant, an amount equal to the amount of Compensation elected to be deferred (as adjusted pursuant to Section 3.8 above), by such Participant during such payroll period.

3.10 Allocation of Before-Tax Contributions and Roth Contributions.

(a) Before-Tax Contributions made to the Plan on a Participant's behalf shall be allocated to his Before-Tax Account.

(b) Roth Contributions made to the Plan on a Participant's behalf shall be allocated to his Roth Account. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Account and such Participant's other accounts under the Plan. No contributions other than Roth Contributions (and earnings properly attributable thereto) will be credited to each Participant's Roth Account.

IV. CATCH-UP CONTRIBUTIONS

4.1 Catch-Up Contributions. A Participant who is otherwise eligible to defer Compensation under the Plan's qualified cash or deferred arrangement as described in Article III (that is, Before-Tax Contributions and Roth Contributions) may elect to have Catch-Up Contributions made to the Plan by the Employer for a Plan Year if the Participant would attain the age of 50 or older before the end of the taxable year. Compensation deferrals made pursuant to Article III will be treated as Catch-Up Contributions to the extent that such deferrals:

(a) Exceed the elective deferral dollar limit provided in section 402(g) of the Code for a Plan Year, determined as of the last day of Plan Year in which such deferrals were made to the Plan;

(b) Exceed the Maximum Annual Additions limitations described in Section 10.1(d), determined as of the last day of the Limitation Year (as described in Section 10.1(c)) ending with or within the Plan Year; or

(c) If such deferrals were made by a Highly Compensated Employee, would be required to be distributed or forfeited pursuant to Section 7.2 but for their status as Catch-Up Contributions, determined as of the last day of the Plan Year in which such deferrals were made to the Plan.

A Participant who is entitled to make and elects to make Catch-Up Contributions to the Plan pursuant to this Section 4.1 may designate that all or a portion of such Catch-Up Contributions be treated as Roth Contributions instead of Before-Tax Contributions. A Participant's Catch-Up Contributions shall be treated as Before-Tax Contributions or Roth Contributions, as designated by the Participant, for all purposes of the Plan (including for purposes of determining the amount of Employer Matching Contributions to be made to the Plan by the Employer on the Participant's behalf), except that Catch-Up Contributions shall not be considered as Before-Tax Contributions or Roth Contributions for purposes of the annual dollar limit described in Section 3.6 or the actual deferral percentage restriction described in Section 3.7. An eligible Participant may elect to defer Compensation as Catch-Up Contributions by a special election made at any time during a Plan Year pursuant to procedures established by the Committee.

4.2 Catch-Up Contribution Limitations. A Participant's Catch-Up Contributions to the Plan for a Plan Year or other year, as applicable, may not exceed the dollar limits then in effect under section 414(v) of the Code ($7,500 for calendar year 2023) or, when added to the Participant's Before-Tax Contributions and Roth Contributions to the Plan for such Plan Year, exceed 80% of such Participant's Compensation for such Plan Year. If a Participant is eligible to make Catch-Up Contributions to this Plan and is also eligible to make catch-up contributions pursuant to section 414(v) of the Code to another plan of the Company and the Controlled Entities, Catch-Up Contributions made to the Plan for a Plan Year when aggregated with catch-up contributions made pursuant to section 414(v) of the Code to such other plan or plans and which were treated as such contributions under such other plan or plans shall not exceed the dollar limitations imposed under section 414(v) of the Code. For each Plan Year and as of the last day of such Plan Year, the Committee shall determine if any Catch-Up Contributions made to the Plan for a Participant during such Plan Year exceed the limit then in effect under section 414(v) of the Code.

4.3 Contribution of Catch-Up Contributions. As soon as administratively feasible after Catch-Up Contribution Compensation deferrals are effected for a Participant, but no later than the time required by applicable law, the Employer shall contribute to the Trust for such Participant an amount equal to the dollar amount of such Catch-Up Contribution deferrals.

4.4 Allocation of Catch-Up Contributions. Catch-Up Contributions made to the Plan on a Participant's behalf shall be allocated to his Before-Tax Account, except that, to the extent such Catch-Up Contributions are designated by the Participant as Roth Contributions, such Catch-Up Contributions shall be allocated to such Participant's Roth Account.

V. AFTER-TAX CONTRIBUTIONS

5.1 No After-Tax Contributions. Except for a Roth Contribution, a Participant may *not* make an election to contribute a portion of his Compensation as an after-tax contribution to the Plan.

5.2 After-Tax Contribution Account from Merged Plan. A Participant's After-Tax Contribution Account, if any, reflects the after-tax contributions (other than Roth contributions) attributable to a Merged Plan.

VI. EMPLOYER CONTRIBUTIONS

6.1 Employer Matching Contributions. For each applicable period (as set forth on Appendix B of the Plan), the Employer shall contribute to the Trust, on behalf of an eligible Match Participant, as Employer Matching Contributions, an amount that equals the applicable percentage (set forth on Appendix B of the Plan) of the Before-Tax Contributions, Roth Contributions, and Catch-Up Contributions that were made on behalf of such Match Participant during such period and that were not in excess of the applicable percentage of such Match Participant's Compensation for such period (as set forth on Appendix B of the Plan). Appendix B shall set forth any applicable conditions or requirements with respect to a Match Participant's eligibility to receive Employer Matching Contributions.

6.2 True-Up Matching Contributions. In addition to the Employer Matching Contributions made pursuant to Section 6.1, for each applicable determination period (as set forth on Appendix B of the Plan), the Employer shall contribute to the Trust, on behalf of an eligible Match Participant, as Employer Matching Contributions, an amount equal to the difference, if any, between (a) the applicable percentage (set forth on Appendix B of the Plan) of the Before-Tax Contributions, Roth Contributions, and Catch-Up Contributions that were made on behalf of such Match Participant during the Plan Year through the last day of such applicable determination period and that were not in excess of the applicable percentage of such Match Participant's Compensation (as set forth on Appendix B of the Plan) for such period, and (b) the sum of the Employer Matching Contributions made for such Match Participant for the Plan Year through the last day of such applicable determination period.

6.3 Actual Contribution Percentage Restriction on Employer Matching Contributions. In restriction of the Employer Matching Contributions hereunder, it is specifically provided that one of the "actual contribution percentage" tests set forth in section 401(m) of the Code and the Treasury regulations and other guidance issued thereunder must be met in each Plan Year. Such testing shall utilize the current year testing method as such term is defined in section 1.401(k)-6 of the Treasury regulations. The Committee may elect, in accordance with applicable Treasury regulations, to treat Before-Tax Contributions and Roth Contributions to the Plan as Employer Matching Contributions for purposes of meeting this requirement.

6.4 Allocation of Employer Matching Contributions. Employer Matching Contributions made by the Employer on a Participant's behalf shall be allocated to such Participant's Employer Contribution Account.

6.5 Employer Annual Contributions. Effective for Plan Years beginning on or after January 1, 2023, Employer Annual Contributions are no longer permitted under the Plan. Employer Annual Contributions that may have been made with respect to Plan Years beginning prior to January 1, 2023, shall continue to be subject to the applicable provisions of the Plan, including, without limitation, the vesting schedule set forth in Section 14.4.

6.6 Employer Supplemental Contributions. In addition to the Employer Matching Contributions made pursuant to Sections 6.1 and 6.2, for each Plan Year, the Employer, in its discretion, may contribute to the Trust as an Employer Supplemental Contribution for such Plan Year the aggregate amount necessary to cause the Plan to satisfy the restrictions set forth in Section 3.7 (with respect to certain restrictions on Before-Tax Contributions and Roth Contributions). Such aggregate amount shall be the sum of the allocations made pursuant to Section 6.7 which will cause the Plan to satisfy such restrictions. In addition to the Employer Matching Contributions made pursuant to Sections 6.1 and 6.2, for each Plan Year, the Employer, in its discretion, may contribute to the Trust as an Employer Supplemental Contribution for such Plan Year the aggregate amount necessary to cause the Plan to satisfy the restrictions set forth in Section 6.3 (with respect to certain restrictions on Employer Matching Contributions). Such aggregate amount shall be the sum of the allocations made pursuant to Section 6.8 which will cause the Plan to satisfy such restrictions. Amounts contributed in order to satisfy the restrictions set forth in Section 3.7 or 6.3 shall be considered "qualified nonelective contributions" or "qualified matching contributions" (within the meaning of section 1.401(k)-6 of the Treasury regulations), as the case may be, and are subject to the nonforfeitability and distribution limitations that are applicable to Before-Tax Contributions under section 1.401(k)-1(c) and (d) of the Treasury regulations.

6.7 Allocation of Deferral Percentage Restriction Employer Supplemental Contributions. The Employer Supplemental Contribution, if any, made pursuant to Section 6.6 for a Plan Year in order to satisfy the restrictions set forth in Section 3.7 shall be allocated to the Before-Tax Accounts of Participants who (A) received an allocation of Before-Tax Contributions or Roth Contributions for such Plan Year and (B) were not Highly Compensated Employees for such Plan Year (each such Participant individually referred to as an "Eligible Participant" for purposes of this Section). Effective for Plan Years beginning on or after January 1, 2006, such allocation shall be made, first, to the Before-Tax Account of the Eligible Participant who received the least amount of Compensation for such Plan Year until the first to occur of (A) the limitation set forth in Section 10.2 has been reached as to such Eligible Participant or (B) such Eligible Participant has received an allocation equal to the maximum allocation amount as defined below, then to the Before-Tax Account of the Eligible Participant who received the next smallest amount of Compensation for such Plan Year until the first to occur of (A) the limitation set forth in Section 10.2 has been reached as to such Eligible Participant or (B) such Eligible Participant has received an allocation equal to the maximum allocation amount as defined below, and continuing in such manner until the Employer Supplemental Contribution for such Plan Year has been completely allocated, or in such other manner as is permitted by final regulations issued pursuant to section 401(k) and 401(m) of the Code. For purposes of the foregoing allocation formula, an Eligible Employee's maximum allocation amount shall be equal to the greatest of (A) 5% of such Eligible Employee's Compensation for such Plan Year and (B) the product of the dollar amount of the Eligible Employee's Compensation for such Plan Year multiplied by two (2) times the Plan's

representative contribution rate as described in section 1.401(k)-2(a)(6)(iv)(B) of the Treasury regulations.

6.8 Allocation of Contribution Percentage Restriction Employer Supplemental Contributions. The Employer Supplemental Contribution, if any, made pursuant to Section 6.6 for a Plan Year in order to satisfy the restrictions set forth in Section 6.3 shall be allocated to the Employer Contribution Accounts of Participants who (A) received an allocation of Employer Matching Contributions for such Plan Year and (B) were not Highly Compensated Employees for such Plan Year (each such Participant individually referred to as an "Eligible Participant" for purposes of this Section). Effective for Plan Years beginning on or after January 1, 2006, such allocation shall be made, first, to the Employer Contribution Account of the Eligible Participant who received the least amount of Compensation for such Plan Year until the first to occur of (A) the limitation set forth in Section 10.2 has been reached as to such Eligible Participant or (B) such Eligible Participant has received an allocation equal to the maximum allocation amount as defined below, then to the Employer Contribution Account of the Eligible Participant who received the next smallest amount of Compensation for such Plan Year until the first to occur of (A) the limitation set forth in Section 10.2 has been reached as to such Eligible Participant or (B) such Eligible Participant has received an allocation equal to the maximum allocation amount as defined below, and continuing in such manner until the Employer Supplemental Contribution for such Plan Year has been completely allocated, or in such other manner as is permitted by final regulations issued pursuant to section 401(k) and 401(m) of the Code. For purposes of the foregoing allocation formula, an Eligible Participant's maximum allocation amount shall be equal to the greatest of (A) 5% of such Eligible Participant's Compensation, (B) the aggregate dollar amount of the Before-Tax Contributions and Roth Contributions of such Eligible Participant for such Plan Year, and (C) the product of the dollar amount of the Eligible Participant's Compensation for such Plan Year multiplied by two (2) times the Plan's representative contribution rate as described in section 1.401(m)-2(a)(6)(v)(B) of the Treasury regulations.

6.9 Coordination of Employer Supplemental Contributions. If an Employer Supplemental Contribution is made in order to satisfy the restrictions set forth in both Section 3.7 and Section 6.3 for the same Plan Year, the Employer Supplemental Contribution made in order to satisfy the restrictions set forth in Section 3.7 shall be allocated (pursuant to Section 6.7) prior to allocating the Employer Supplemental Contribution made in order to satisfy the restrictions set forth in Section 6.3 (pursuant to Section 6.8). In determining the application of the limitations set forth in Section 10.2 to the allocations of Employer Supplemental Contributions, all Annual Additions (as such term is defined in Section 10.1) to a Participant's Accounts other than Employer Supplemental Contributions shall be considered allocated prior to Employer Supplemental Contributions.

VII. CORRECTIVE DISTRIBUTIONS

7.1 Distribution of Before-Tax Contributions and Roth Contributions in Excess of Annual Dollar Limit. Any Before-Tax Contributions and Roth Contributions to the Plan for a calendar year on behalf of a Participant in excess of the limitations set forth in Section 3.6 and any "excess deferrals" from other plans allocated to the Plan by such Participant no later than March 1 of the next following calendar year, within the meaning of, and pursuant to the

provisions of, section 402(g)(2) of the Code, shall to the extent possible be treated as Catch-Up Contributions and to the extent they cannot be treated as Catch-Up Contributions shall be distributed to such Participant not later than April 15 of the next following calendar year.

7.2 Distribution of Before-Tax Contributions and Roth Contributions in Excess of Deferral Percentage Restrictions. If, for any Plan Year, the aggregate Before-Tax Contributions and Roth Contributions made by the Employer on behalf of Highly Compensated Employees exceeds the maximum amount of Before-Tax Contributions and Roth Contributions permitted on behalf of such Highly Compensated Employees pursuant to Section 3.7, an excess amount shall be determined by reducing Before-Tax Contributions and/or Roth Contributions made on behalf of Highly Compensated Employees in order of their highest actual deferral percentages in accordance with section 401(k)(8)(B)(ii) of the Code and the Treasury regulations thereunder. Once determined, such excess shall to the extent possible be treated as Catch-Up Contributions and to the extent they cannot be treated as Catch-Up Contributions shall be distributed to Highly Compensated Employees in order of the highest dollar amounts contributed on behalf of such Highly Compensated Employees in accordance with section 401(k)(8)(C) of the Code and the Treasury regulations thereunder before the end of the next following Plan Year.

7.3 Distribution of Employer Matching Contributions in Excess of Contribution Percentage Restrictions. If, for any Plan Year, the aggregate Employer Matching Contributions allocated to the Accounts of Highly Compensated Employees exceeds the maximum amount of such Employer Matching Contributions permitted on behalf of such Highly Compensated Employees pursuant to Section 6.3, an excess amount shall be determined by reducing Employer Matching Contributions made on behalf of Highly Compensated Employees in order of their highest contribution percentages in accordance with section 401(m)(6)(B)(ii) of the Code and Treasury regulations thereunder. Once determined, such excess shall be distributed to Highly Compensated Employees in order of the highest dollar amounts contributed on behalf of such Highly Compensated Employees in accordance with section 401(m)(6)(C) of the Code and the Treasury regulations thereunder (or, if such excess contributions are forfeitable, they shall be forfeited) before the end of the next following Plan Year.

7.4 Distribution of Excess Catch-Up Contributions. Any amounts that are treated as Catch-Up Contributions for a Participant for a Plan Year and that exceed the statutory limits for Catch-Up Contributions shall be distributed to such Participant not later than April 15 of the next following Plan Year.

7.5 Coordination of Corrective Distributions. In coordinating the disposition of excess deferrals and excess contributions pursuant to this Article VII, such excess deferrals and excess contributions shall be disposed of in the following order:

(a) First, excess Before-Tax Contributions and/or Roth Contributions that constitute excess deferrals described in Section 7.1 above that are not considered in determining the amount of Employer Matching Contributions and that are not treated as Catch-Up Contributions shall be distributed;

(b) Next, excess Before-Tax Contributions and/or Roth Contributions that constitute excess deferrals described in Section 7.1 above that are considered in

determining the amount of Employer Matching Contributions and that are not treated as Catch-Up Contributions shall be distributed, and the Employer Matching Contributions with respect to such Before-Tax Contributions and/or Roth Contributions shall be forfeited;

(c) Next, excess Before-Tax Contributions and/or Roth Contributions described in Section 7.2 above that are not considered in determining the amount of Employer Matching Contributions and that are not treated as Catch-Up Contributions shall be distributed;

(d) Next, excess Before-Tax Contributions and/or Roth Contributions described in Section 7.2 above that are considered in determining the amount of Employer Matching Contributions and that are not treated as Catch-Up Contributions shall be distributed, and the Employer Matching Contributions with respect to such Before-Tax Contributions and/or Roth Contributions shall be forfeited;

(e) Next, Catch-Up Contributions described in Section 7.4 above that are not considered in determining the amount of Employer Matching Contributions shall be distributed;

(f) Next, Catch-Up Contributions described in Section 7.4 above that are considered in determining the amount of Employer Matching Contributions shall be distributed, and the Employer Matching Contributions with respect to such Catch-Up Contributions shall be forfeited; and

(g) Finally, excess Employer Matching Contributions described in Section 7.3 above shall be distributed (or, if forfeitable, forfeited).

For purposes of the distribution of the distribution of excess deferrals and/or excess contributions pursuant to this Section 7.5, Before-Tax Contributions shall be distributed prior to Roth Contributions.

7.6 Income and Loss Adjustments of Corrective Distributions. For Plan Years beginning on or after January 1, 2006, any distribution or forfeiture of excess deferrals or excess contributions pursuant to the provisions of this Article VII shall be adjusted for income or loss allocated thereto up until the date of distribution or forfeiture (or such earlier date as permitted by applicable law) in the manner determined by the Committee in accordance with any method permissible under applicable Treasury regulations. Any forfeiture pursuant to the provisions of this Section shall be considered to have occurred on the date which is 2½ months after the end of the Plan Year.

VIII. ROLLOVER CONTRIBUTIONS

8.1 Rollover Contribution Eligibility. Rollover Contributions may be made to the Plan by any Participant who is an Eligible Employee of amounts received by such Participant from a qualified plan described in section 401(a) or 403(a) of the Code (*excluding* after-tax employee contributions *other than a "direct" Rollover Contribution of after-tax employee*

contributions from the Pension Plan for Employees of Florida Pest Control & Chemical Co.), an annuity contract described in section 403(b) of the Code (*excluding* after-tax employee contributions), or an eligible plan under section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state (*excluding* after-tax employee contributions). In addition, the Plan will accept a Rollover Contribution of the portion of a distribution received by a Participant from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includable in gross income (that is, *excluding* after-tax contributions). Rollover Contributions may only be made to the Plan pursuant to and in accordance with applicable provisions of the Code. A Rollover Contribution of amounts that are "eligible rollover distributions" within the meaning of section 402(f)(2)(a) of the Code may be made to the Plan irrespective of whether such eligible rollover distribution was paid to the Participant or paid to the Plan as a "direct" Rollover Contribution. Notwithstanding the foregoing, the Plan will accept a Roth Rollover Contribution only if it is a direct rollover from a designated Roth account under another applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

8.2 Rollover Contribution Elections. Any Participant desiring to effect Rollover Contributions must execute and file with the Committee the form described by the Committee for such purpose. A direct Rollover Contribution to the Plan may be effectuated by wire transfer directed to the Trustee or by issuance of a check made payable to the Trustee that is negotiable only by the Trustee and that identifies the Participant for whose benefit the Rollover Contribution is being made. The Committee may require as a condition to accepting any Rollover Contribution that such Participant furnish any evidence that the Committee in its discretion deems satisfactory to establish that the proposed Rollover Contribution is in fact eligible for rollover to the Plan and is made pursuant to and in accordance with applicable provisions of the Code and Treasury regulations. All Rollover Contributions to the Plan must be made in cash or, if approved by the Committee, through any other medium permitted by the Committee which is otherwise eligible to be rolled over to the Plan under applicable provisions of the Code. The Committee may establish such rules as it deems necessary for the proper administration of this Section, including, without limitation, rules relating to the conditions and circumstances in which the Committee may permit a Rollover Contribution to the Plan to be made in a medium other than cash.

8.3 Allocation of Rollover Contributions. A Rollover Contribution (other than a Roth Rollover Contribution) shall be credited to the Rollover Contribution Account of the Participant making such Rollover Contribution. A Roth Rollover Contribution shall be credited to the Roth Rollover Account of the Participant making such Roth Rollover Contribution. To the extent that a Rollover Contribution (other than a Roth Rollover Contribution) includes after-tax employee contributions from the Pension Plan for Employees of Florida Pest Control & Chemical Co. (as permitted under Section 8.1), such after-tax amounts will be separately accounted for in the Rollover Contribution Account of the Participant in the manner determined appropriate.

IX. STATUS OF PLAN AND GENERAL CONTRIBUTION PROVISIONS

9.1 Status of Plan. The Plan is intended to qualify as a profit sharing plan for purposes of sections 401(a), 402, and 417 of the Code.

9.2 Contributions Not Contingent on Profits. Plan contributions made pursuant to Articles III, IV, and VI shall be made without regard to current or accumulated profits of the Employer.

9.3 Return of Contributions. Anything to the contrary herein notwithstanding, the Employer's contributions to the Plan are contingent upon the deductibility of such contributions under section 404 of the Code. To the extent that a deduction for contributions is disallowed, such contributions shall, upon the written demand of the Employer, be returned to the Employer by the Trustee within one year after the date of disallowance, reduced by any net losses of the Trust Fund attributable thereto but not increased by any net earnings of the Trust Fund attributable thereto, which net earnings shall be treated as a forfeiture in accordance with Section 14.11. Moreover, if Employer contributions are made under a mistake of fact, such contributions shall, upon the written demand of the Employer, be returned to the Employer by the Trustee within one year after the payment thereof, reduced by any net losses of the Trust Fund attributable thereto but not increased by any net earnings of the Trust Fund attributable thereto, which net earnings shall be treated as a forfeiture in accordance with Section 14.11.

9.4 Suspended Amounts. All contributions, forfeitures, and the net income (or net loss) of the Trust Fund shall be held in suspense until allocated or applied as provided herein.

9.5 Contribution Allocation Timing. All contributions to the Plan shall be considered allocated to Participants' Accounts no later than the last day of the Plan Year for which they were made, except that, for purposes of Article XI, contributions shall be considered allocated to Participants' Accounts as soon as administratively feasible after such contributions are received by the Trustee.

X. LIMITATIONS

10.1 Definitions. For purposes of this Section, the following terms and phrases shall have these respective meanings:

(a) **Annual Additions:** For any Limitation Year, the total of a Participant's allocations of (1) the Employer Contributions, Before-Tax Contributions, Roth Contributions, and forfeitures, if any, allocated to such Participant's Accounts for such year, (2) Participant's contributions, if any, (excluding any Rollover Contributions) for such year, and (3) amounts referred to in sections 415(l)(1) and 419A(d)(2) of the Code. The determination of a Participant's Annual Additions for a Limitation Year shall be made after all corrections pursuant to Article VII have been effected. The Annual Additions of a Participant for any Limitation Year shall not include Participant Catch-Up Contributions made pursuant to Article IV and section 414(v) of the Code.

(b) **415 Compensation**: The total of all amounts paid by the Employer and Controlled Entities (as modified by Section 10.3) to or for the benefit of a Participant for services rendered or labor performed for the Employer that are required to be reported on the Participant's federal income tax withholding statement or statements (Form W-2 or its subsequent equivalent), subject to the following adjustments and limitations:

(1) The following shall be included:

(i) Elective deferrals (as defined in section 402(g)(3) of the Code) from Compensation to be paid by the Employer to the Participant;

(ii) Any amount that is contributed or deferred by the Employer at the election of the Participant and that is not includable in the gross income of the Participant by reason of section 125 or 457 of the Code;

(iii) Any amounts that are not includable in the gross income of a Participant under a salary reduction agreement by reason of the application of section 132(f) of the Code;

(iv) Any amounts representing regular pay that are paid after a Participant's severance from employment (within the meaning of Treasury Regulation section 1.415(c)-2(e)(3)(ii)), including payment for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, will not fail to be 415 Compensation merely because such amounts are paid after the Participant's severance from employment, provided that (A) such amounts are paid by the later of (I) 2 ½ months after the severance from employment or (II) the end of the Limitation Year that includes the date of the severance from employment, and (B) such amounts would have been paid to the Participant prior to a severance from employment if the Participant had continued in the employment of the Employer. This would generally include, for example, the Participant's final paycheck to the extent it represents earned wages or salary (and other amounts described above in this clause (iv)), if paid to the Participant after severance from employment; and

(v) To the extent required by section 414(u)(12)(A)(ii) of the Code, amounts received by a Participant as "differential wage payments" (within the meaning of section 3401(h)(2) of the Code) from the Employer or a Controlled Entity for any period during which such Participant is not performing services for the Employer or a Controlled Entity by reason of qualified military service (as defined under section 414(u) of the Code).

(2) The following shall not be included:

(i) All amounts received by the Participant after such Participant's severance from employment with the Employer that would *not* have been received by such Participant had he continued in employment with the Employer, including, for example, severance pay, as well as parachute payments within the meaning of section 280G(b)(2) of the Code if paid after severance from employment;

(ii) Amounts received by a Participant after such Participant's severance from employment with the Employer that would have been received by such Participant had he continued in employment with the Employer if such amounts are received after the later of (A) 2 ½ months after the severance from employment or (B) the end of the Limitation Year that includes the date of the severance from employment; and

(iii) Optional amounts described in Treasury regulation section 1.415(c)-2(e)(3)(iii) and (4), including, without limitation, payment of accrued vacation and other leave that is paid after severance from employment.

(3) To the extent required to comply with Treasury Regulation section 1.415-2(f), a Participant's 415 Compensation for a Limitation Year will not reflect amounts that are in excess of the dollar limitation under section 401(a)(17) of the Code, including any cost-of-living increases authorized by section 401(a)(17) of the Code, that is applicable to such Limitation Year (such limitation is $330,000 as of January 1, 2023).

(c) **Limitation Year**: The Plan Year.

(d) **Maximum Annual Additions**:

(1) For any Limitation Year of a Participant beginning before January 1, 2002, the lesser of (i) $30,000 (with such amount to be adjusted automatically to reflect any cost-of-living adjustment authorized by section 415(d) of the Code) or (ii) 25% of such Participant's 415 Compensation during such Limitation Year, except that the limitation in this clause (ii) shall not apply to any contribution for medical benefits (within the meaning of section 419A(f)(2) of the Code) after separation from service with the Employer or a Controlled Entity that is otherwise treated as an Annual Addition or to any amount otherwise treated as an Annual Addition under section 415(l)(1) of the Code; and

(2) For any Limitation Year of a Participant beginning on or after January 1, 2002, shall mean the lesser of (i) $40,000 (with such amount to be adjusted automatically to reflect any cost-of-living adjustment authorized by section 415(d) of the Code, which amount is $66,000 for calendar year 2023) or (ii) 100% of such Participant's 415 Compensation during such Limitation Year, except that the limitation in this clause (ii) shall not apply to any contribution for medical benefits (within the meaning of section 419A(f)(2) of the Code) after

separation from service with the Company or a Controlled Entity that is otherwise treated as an Annual Addition or to any amount otherwise treated as an Annual Addition under section 415(l)(1) of the Code.

10.2 Limitations on Annual Additions. Contrary Plan provisions notwithstanding, in no event shall the Annual Additions credited to a Participant's Accounts for any Limitation Year exceed the Maximum Annual Additions for such Participant for such year. If the Annual Additions credited to a Participant's Accounts for any Limitation Year should exceed the Maximum Annual Additions for such Participant for such year, such excess Annual Additions shall be corrected in accordance with the Employee Plans Compliance Resolution System ("EPCRS") as set forth in Revenue Procedure 2021-30 (as modified by subsequent guidance) or any other applicable correction guidance issued by the Treasury Department, including, but not limited to, the preamble of the final regulations under section 415 of the Code.

10.3 Limitations Aggregation Rules. For purposes of determining whether the Annual Additions under this Plan exceed the limitations herein provided, all defined contribution plans of the Employer are to be treated as one defined contribution plan. In addition, all defined contribution plans of Controlled Entities shall be aggregated for this purpose. For purposes of this Section only, a "Controlled Entity" (other than an affiliated service group member within the meaning of section 414(m) of the Code) shall be determined by application of a more than 50% control standard in lieu of an 80% control standard. If the Annual Additions credited to a Participant's Accounts for any Limitation Year under this Plan plus the additions credited on his behalf under other defined contribution plans required to be aggregated pursuant to this Section would exceed the Maximum Annual Additions for such Participant for such Limitation Year, the Annual Additions under this Plan and the additions under such other plans shall be reduced on a pro rata basis and allocated, reallocated, or returned in accordance with applicable plan provisions regarding Annual Additions in excess of Maximum Annual Additions.

10.4 Committee Adjustments to Satisfy Limitations. If the Committee determines that a reduction of Compensation deferral elections pursuant to Article III or Article IV is necessary to insure that the limitations set forth in Article III, Article IV, and this Article X are met for any Plan Year, the Committee may reduce the elections of affected Participants on a temporary and prospective basis in such manner as the Committee shall determine.

XI. INVESTMENT OF ACCOUNTS

11.1 Investment of Accounts.

(a) Each Participant shall designate, in accordance with the procedures established from time to time by the Committee, the manner in which the amounts allocated to his Accounts shall be invested from among the Investment Funds made available from time to time by the Committee. A Participant may designate one of such Investment Funds for all the amounts allocated to his Accounts or he may split the investment of the amounts allocated to his Accounts among such Investment Funds in such increments as the Committee may prescribe. If a Participant fails to make a designation, then his Accounts shall be invested in the Investment Fund or Funds

designated by the Committee from time to time in a uniform and nondiscriminatory manner.

(b) A Participant may change his investment designation for future contributions to be allocated to his Accounts. Any such change shall be made in accordance with the procedures established by the Committee, and the frequency of such changes may be limited by the Committee. By way of illustration, and not limitation, the Committee, in its discretion and on a nondiscriminatory basis, may allow a change in investment designations for a Participant's future contributions to be made independently of a change in investment designations for amounts already allocated to his Accounts.

(c) A Participant may elect to change his investment designation with respect to the amounts already allocated to his Accounts. Any such change shall be made in accordance with the procedures established by the Committee, and the frequency of such changes may be limited by the Committee. By way of illustration, and not limitation, the Committee, in its discretion and on a nondiscriminatory basis, may allow a change in investment designations for amounts already allocated to a Participant's Accounts to be made independently of a change in investment designations for future contributions.

11.2 Valuation of Accounts. All amounts contributed to the Trust Fund shall be invested as soon as administratively feasible following their receipt by the Trustee, and the balance of each Account shall reflect the result of daily pricing of the assets in which such Account is invested from the time of receipt by the Trustee until the time of distribution.

XII. RETIREMENT BENEFITS

12.1 Retirement Benefits. A Participant who terminates his employment on or after his Normal Retirement Date or Early Retirement Date shall be entitled to a retirement benefit, payable at the time and in the form provided in Articles XVI, XVII, and XVIII, equal to the value of his Accounts on his Benefit Commencement Date. Any contribution allocable to a Participant's Accounts after his Benefit Commencement Date shall be distributed, if his benefit was paid in a lump sum, or used to increase his payments, if his benefit is being paid on a periodic basis, as soon as administratively feasible after the date that such contribution is paid to the Trust Fund.

XIII. DISABILITY BENEFITS

13.1 Disability Benefits. In the event a Participant's employment is terminated, and such Participant is totally and permanently disabled (as defined pursuant to Section 13.2), such Participant shall be entitled to a disability benefit, payable at the time and in the form provided in Articles XVI, XVII, and XVIII, equal to the value of his Accounts on his Benefit Commencement Date. Any contribution allocable to a Participant's Accounts after his Benefit Commencement Date shall be distributed, if his benefit was paid in a lump sum, or used to increase his payments, if his benefit is being paid on a periodic basis, as soon as administratively feasible after the date that such contribution is paid to the Trust Fund.

13.2 Total and Permanent Disability Determined. A Participant shall be considered totally and permanently disabled if such Participant is totally and permanently disabled within the meaning of a long-term disability plan sponsored by the Employer in which the Participant participates or is determined to be totally and permanently disabled by a ruling issued by the Social Security Administration.

XIV. PRE-RETIREMENT TERMINATION BENEFITS AND DETERMINATION OF VESTED INTEREST

14.1 No Benefits Unless Herein Set Forth. Except as set forth in this Article, upon termination of employment of a Participant prior to his Normal Retirement Date or Early Retirement Date for any reason other than total and permanent disability (as defined in Section 13.2) or death, such Participant shall acquire no right to any benefit from the Plan or the Trust Fund.

14.2 Pre-Retirement Termination Benefit. Each Participant whose employment is terminated prior to his Normal Retirement Date or Early Retirement Date for any reason other than total and permanent disability (as defined in Section 13.2) or death shall be entitled to a termination benefit, payable at the time and in the form provided in Articles XVI, XVII, and XVIII, equal to his Vested Interest in the value of his Accounts on his Benefit Commencement Date. A Participant's Vested Interest in any contribution allocable to his Accounts after his Benefit Commencement Date shall be distributed, if his benefit was paid in a lump sum, or used to increase his payments, if his benefit is being paid on a periodic basis, as soon as administratively feasible after the date that such contribution is paid to the Trust Fund.

14.3 Vested Interest – Before-Tax Account, Roth Account, After-Tax Account, Rollover Contribution Account, Roth Rollover Account, and Employer Supplemental Contributions. A Participant shall have a 100% Vested Interest in his Before-Tax Account, Roth Account, After-Tax Account, Rollover Contribution Account, Roth Rollover Account, and Employer Supplemental Contributions (i.e., qualified nonelective contributions and qualified matching contributions) at all times.

14.4 Vested Interest – Employer Contribution Account. Except as otherwise provided in this Article or the Plan, a Participant's Vested Interest in his Employer Contribution Account (which includes Employer Matching Contributions and Employer Annual Contributions) shall be determined by such Participant's years of Vesting Service in accordance with the following schedule:

Years of Vesting Service	Vested Interest
Less than 3 years	0%
3 years or more	100%

The preceding notwithstanding, with respect to any Participant who was a Participant in the Plan on the day prior to the Effective Date, in no event shall such Participant's Vested Interest in his Employer Contribution Account after the Effective Date be less than his nonforfeitable interest in such Account on the day immediately preceding the Effective Date.

The preceding notwithstanding, each Participant (i) who is an Eligible Employee of Presto-X LLC as of January 1, 2009, and (ii) who was hired by Presto-X LLC between the period beginning January 1, 2006 and ending December 31, 2007, will have a 100% Vested Interest in all Employer Contributions made on his behalf with respect to periods beginning on or after January 1, 2009.

14.5 Vested Interest – Immediate Vesting of Certain Employer Contributions Subject to Alternate Vesting Schedule. To the extent that, immediately prior to the January 1, 2016 restatement of the Plan, a portion of a Participant's Employer Contribution Account was subject to a vesting schedule other than the three-year cliff vesting schedule set forth in Section 14.4, such Participant shall have, effective as of January 1, 2016, a 100% Vested Interest in such portion of his Employer Contribution Account. If, after the January 1, 2016 restatement of the Plan, a portion of a Participant's Employer Contribution Account resulting from a Merged Plan would be subject to a vesting schedule other than the three-year cliff vesting schedule set forth in Section 14.4, such Participant shall have, as soon as administratively practicable following the transfer of such amount from such Merged Plan, a 100% Vested Interest in such portion of his Employer Contribution Account, unless and to the extent the Company or the Committee provides otherwise in a Plan provision (including, without limitation, in an applicable Appendix to the Plan) that addresses a particular Merged Plan. A Participant shall have a 100% Vested Interest in the Participant's account balances, if any, transferred to the Plan from any of the following Merged Plans: (i) Western Exterminator Company Employees' 401(k) Profit Sharing Plan; (ii) Bliss Pest Protection Services, LLC 401(k) Profit Sharing Plan; (iii) Gold Seal Termite & Pest Control Company 401(k) Plan; (iv) Buffalo Exterminating Company, Inc. Profit Sharing 401(k) Plan; (v) Andex Co. 401(k) Plan; (vi) The Steritech Group, Inc. 401(k) Plan; (vii) Residex, LLC Retirement Savings Plan; (viii) Connor's Termite and Pest Control, Inc. Profit Sharing Plan; (ix) Vector Disease Acquisition, LLC 401(k) Plan; (x) The Hitmen 401(k) Plan; (xi) Environmental Pest Service, LLC 401(k) Profit Sharing Plan; and (xii) Bain Pest Control Service, Inc. 401(k) Profit Sharing Plan.

14.6 Immediate Vesting Events. Section 14.4 above notwithstanding, a Participant shall have a 100% Vested Interest in his Employer Contribution Account (a) upon the attainment of his Normal Retirement Date or Early Retirement Date while employed by the Employer or a Controlled Entity, (b) upon the termination of his employment with the Employer at a time when he is totally and permanently disabled (as defined in Section 13.2), (c) upon the death of such Participant while an Employee, or (d) if such Participant is an affected Participant, the occurrence of an event described in and under the conditions set forth in Section 26.2.

14.7 Crediting of Vesting Service. For the period preceding the Effective Date, an individual shall be credited with Vesting Service in an amount equal to all service credited to him for vesting purposes under the Plan as it existed on the day prior to the Effective Date. For Plan Years beginning on and after the Effective Date, subject to the provisions of Section 14.9, an individual shall be credited with Vesting Service in an amount equal to his aggregate Periods of Service whether or not such Periods of Service are completed consecutively; provided, however, that:

(a) If an individual terminates his Service (at a time other than during a leave of absence) and subsequently resumes his Service, if his Reemployment Commencement

Date is within 12 months of his Severance from Service Date, such Period of Severance shall be treated as a Period of Service.

(b) If an individual terminates his Service during a leave of absence and subsequently resumes his Service, if his Reemployment Commencement Date is within 12 months of the beginning of such leave of absence, such Period of Severance shall be treated as a Period of Service.

14.8 Crediting of Pre-Participation Vesting Service for Acquired Employees. Notwithstanding any provision in the Plan to the contrary, to the extent permitted by the Code and the applicable authority thereunder, including, without limitation, Treasury Regulation section 1.401(a)(4)-11(d)(3), an Eligible Employee who is an Acquired Employee and who commences service with the Employer on or after January 1, 2014, shall be credited with Vesting Service for his continuous and uninterrupted service with the applicable acquired entity through the date of the acquisition.

14.9 Forfeiture of Vesting Service. The Vesting Service of an individual will be forfeited as follows:

(a) In the case of an individual who terminates employment at a time when he has a 0% Vested Interest in his Employer Contribution Account and who has no amount then credited to his Before-Tax Account and Roth Account and who then incurs a Period of Severance that equals or exceeds the greater of five (5) years or his aggregate Period of Service completed before such Period of Severance, such individual's Period of Service completed before such Period of Severance shall be forfeited and completely disregarded in determining his years of Vesting Service.

(b) In the case of a Participant who terminates employment with the Employer at a time when he has a Vested Interest in his Employer Contribution Account of less than 100% and who then incurs a Period of Severance of five (5) consecutive years, such Participant's years of Vesting Service completed after such Period of Severance shall be disregarded for purposes of determining such Participant's Vested Interest in any Plan benefits derived from Employer Contributions made on his behalf before such Period of Severance, but, except as provided in Section 14.9(a), his years of Vesting Service completed before such Period of Severance shall not be disregarded in determining his Vested Interest in any Plan benefits derived from Employer Contributions made on his behalf after such Period of Severance.

(c) A Participant who terminates employment with the Employer at a time when he has a 100% Vested Interest in his Employer Contribution Account shall not forfeit any of his Vesting Service for purposes of determining such Participant's Vested Interest in any Plan benefits derived from Employer Contributions made on his behalf.

14.10 Forfeitures of Nonvested Account Balance.

(a) With respect to a Participant who terminates employment with the Employer with a Vested Interest in his Employer Contribution Account that is less than 100% and who receives a distribution from the Plan of the balance of his Vested Interests

in his Before-Tax Account, Roth Account, and Employer Contribution Account in the form of a lump sum distribution, the nonvested portion of such terminated Participant's Employer Contribution Account as of his Benefit Commencement Date shall become a forfeiture as of his Benefit Commencement Date.

(b) With respect to a Participant who terminates employment with the Employer at a time when he has a 0% Vested Interest in his Employer Contribution Account and who has no amount then credited to his Before-Tax Account and Roth Account such that he is not entitled to receive a distribution from the Plan from either his Before-Tax Account, Roth Account, or his Employer Contribution Account, the nonvested amounts credited to such terminated Participant's Employer Contribution Account as of the date of his employment termination shall become a forfeiture as of the date of his termination of employment with such Participant being considered to have received a distribution of zero dollars on the date of his termination of employment.

(c) With respect to a Participant who terminates employment with the Employer with a Vested Interest in his Employer Contribution Account less than 100% and who is not subject to the forfeiture provisions described in Paragraph (a) or (b) of this Section, the nonvested portion of his Employer Contribution Account shall be forfeited as of the earlier of (1) the date the Participant completes a Period of Severance of five (5) consecutive years or (2) the date of the terminated Participant's death.

14.11 Application of Forfeitures. Amounts that are forfeited during a Plan Year (including amounts forfeited pursuant to Section 7.5, Section 14.10 or any other Plan provision) shall be applied in a manner determined by the Committee to reduce Employer Matching Contributions and/or to pay expenses incident to the administration of the Plan and Trust. In determining the manner in which forfeitures shall be applied, the Committee shall have the maximum flexibility permitted by law and, for example, to the extent permitted by applicable law, shall not be required to consider the extent to which such forfeitures are attributable to the contributions of a particular Employer. Prior to such application, forfeited amounts shall be held in suspense and invested in the Investment Fund or Funds designated from time to time by the Committee.

14.12 Restoration of Forfeited Account Balance. In the event that the nonvested portion of a terminated Participant's Employer Contribution Account becomes a forfeiture pursuant to Section 14.10, the terminated Participant shall, upon subsequent reemployment with the Employer prior to incurring a Period of Severance of five (5) consecutive years, have the forfeited amount restored to such Participant's Employer Contribution Account, unadjusted by any subsequent gains or losses of the Trust Fund; provided, however, that such restoration shall be made only if such Participant repays in cash an amount equal to the amount distributed to him from the Plan within five (5) years from the date the Participant is reemployed; provided, further, that such Participant's repayment of amounts distributed to him from his Before-Tax Account or Roth Account shall be limited to the portion thereof that was attributable to contributions with respect to which the Employer made Employer Matching Contributions. A reemployed Participant who was not entitled to a distribution from the Plan on his date of termination of employment shall be considered to have repaid a distribution of zero dollars on the date of his reemployment. Any such restoration shall be made as soon as administratively feasible

following the date of repayment. Notwithstanding anything to the contrary in the Plan, forfeited amounts to be restored by the Employer pursuant to this Section shall be charged against and deducted from forfeitures for the Plan Year in which such amounts are restored that would otherwise be available to be applied pursuant to Section 14.11. If such forfeitures otherwise available are not sufficient to provide such restoration, the portion of such restoration not provided by forfeitures shall be provided by an additional Employer contribution (which shall be made without regard to current or accumulated earnings and profits). Any amounts repaid to the Plan by a Participant pursuant to this Section shall be subject to the same restrictions under the Plan as are the Account or Accounts from which such amounts were originally distributed. Repayment shall be permitted from an individual retirement account or individual retirement annuity if such individual retirement account or individual retirement annuity contains only amounts distributed to the Participant from the Plan and earnings thereon.

14.13 Special Formula for Determining Vested Interest for Partial Accounts. This Section generally applies only with respect to a Participant who has received a partial distribution from his Account in which he has a Vested Interest of less than 100%, and the purpose of this Section is to expressly provide that previous distributions are to be properly taken into account in determining the remaining amount, if any, that may be available for distribution from such Account. With respect to a Participant whose Vested Interest in his Employer Contribution Account is less than 100% and who makes a withdrawal from or receives a termination distribution from his Employer Contribution Account other than a lump sum distribution, any amount remaining in his Employer Contribution Account shall continue to be maintained as a separate account. At any relevant time, such Participant's nonforfeitable portion of his separate account shall be determined in accordance with the following formula:

$$X = P (AB + (R \times D)) - (R \times D)$$

For purposes of applying the formula: **X** is the nonforfeitable portion of such separate account at the relevant time; **P** is the Participant's Vested Interest in his Employer Contribution Account at the relevant time; **AB** is the balance of such separate account at the relevant time; **R** is the ratio of the balance of such separate account at the relevant time to the balance of such separate account after the withdrawal or distribution; and **D** is the amount of the withdrawal or distribution. For all other purposes of the Plan, a Participant's separate account shall be treated as an Employer Contribution Account. Upon his incurring a Period of Severance of five (5) consecutive years, the forfeitable portion of a Participant's separate account and Employer Contribution Account shall be forfeited as of the end of the Plan Year during which the Participant completes such Period of Severance if not forfeited earlier pursuant to the provisions of Section 14.10.

XV. DEATH BENEFITS

15.1 Death Benefits. Upon the death of a Participant while an Employee, the Participant's designated beneficiary shall be entitled to a death benefit, payable at the time and in the form provided in Articles XVI, XVII, and XVIII, equal to the value of the Participant's Accounts on his Benefit Commencement Date. Any contribution allocable to a Participant's Accounts after his Benefit Commencement Date shall be distributed, if the death benefit was paid in a lump sum, or used to increase payments, if the death benefit is being paid on a periodic

basis, as soon as administratively feasible after the date that such contribution is paid to the Trust Fund.

XVI. TIME OF PAYMENT OF BENEFITS

16.1 General Benefit Commencement Date. Unless otherwise provided in this Article XVI or Article XVII or an applicable Appendix of the Plan (including Appendix C, D, or E), a Participant's Benefit Commencement Date shall be the date that is as soon as administratively feasible after the date the Participant or his beneficiary becomes entitled to a Plan benefit pursuant to Article XII, XIII, XIV, or XV unless the Participant has been reemployed by the Employer or a Controlled Entity before such potential Benefit Commencement Date.

16.2 Required Consent to Immediate Distribution. Unless (a) the Participant has attained age 62 or died, (b) the Participant consents to the immediate distribution commencement described in Section 16.1 within the 180-day period ending on the date payment of his benefit hereunder is to commence pursuant to Section 16.1, or (c) the Participant's Vested Interest in his Accounts is not in excess of $5,000, the Participant's Benefit Commencement Date shall be deferred to the date that is as soon as administratively feasible after the earlier of the date the Participant attains age 62 or the Participant's date of death, or such earlier date as the Participant may elect by written notice to the Committee prior to such date. The Committee shall provide to each Participant information pertinent to his consent no less than 30 days (unless such 30-day period is waived by an affirmative election in accordance with applicable Treasury regulations) and no more than 180 days before his Benefit Commencement Date, and, to the extent applicable, the furnished information shall include a general description of the material features of, and an explanation of the relative values of, the alternative forms of benefit available under the Plan and must inform the Participant of his right to defer his Benefit Commencement Date and of his Direct Rollover right pursuant to Section 18.7 below.

16.3 Benefit Commencement Date Statutory Requirements.

(a) Unless the Participant otherwise elects, a Participant's Benefit Commencement Date shall in no event be later than the 60th day following the close of the Plan Year during which the latest of the following events occurs: (i) the attainment by the Participant of the earlier of age 65 or his Normal Retirement Date, (ii) the tenth anniversary of the date on which the Participant commenced participation in the Plan, or (iii) the termination of the Participant's service with the Employer and all Controlled Entities.

(b) A Participant's Benefit Commencement Date shall be in compliance with the provisions of section 401(a)(9) of the Code and applicable Treasury regulations thereunder and shall in no event be later than:

(1) April 1 of the calendar year following the later of (A) the calendar year in which such Participant attains the age of 70½ or (B) the calendar year in which such Participant terminates his employment with the Employer and all Controlled Entities (provided, however, that clause (B) of this sentence shall not

apply in the case of a Participant who is a "five-percent owner" (as defined in section 416 of the Code) with respect to the Plan Year ending in the calendar year in which such Participant attains the age of 70½); and

(2) In the case of a benefit payable pursuant to Article XV, (A) if payable to other than the Participant's spouse, December 31 of the calendar year that contains the fifth anniversary of the Participant's date of death or (B) if payable to the Participant's spouse, the later of (i) December 31 of the calendar year that contains the fifth anniversary of the Participant's date of death or (ii) December 31 of the calendar year in which such Participant would have attained the age of 70½ unless such surviving spouse dies before the payment is made, in which case the Benefit Commencement Date may not be deferred beyond December 31 of the calendar year following the calendar year in which such surviving spouse dies.

The provisions of this Section 16.3(b) notwithstanding, a Participant may not elect to defer the receipt of his benefit hereunder to the extent that such deferral creates a death benefit that is more than incidental within the meaning of section 401(a)(9)(G) of the Code and applicable Treasury regulations thereunder.

16.4 Distribution Event Requirement. Subject to the provisions of Section 16.3(b), a Participant's Benefit Commencement Date shall not occur unless the Article XII, XIII, XIV, or XV event entitling the Participant (or his beneficiary) to a benefit constitutes a distributable event described in section 401(k)(2)(B) of the Code and shall not occur while the Participant is employed by the Employer or any Controlled Entity (or as a result of changing status to a Leased Employee of the Employer or any Controlled Entity), irrespective of whether the Participant has become entitled to a distribution of his benefit pursuant to Article XII, XIII, XIV, or XV. Notwithstanding the provisions of the Plan regarding availability of distributions from the Plan upon "termination of employment," a Participant's Accounts shall be distributed on account of the Participant's "severance from employment" as such term is used in section 401(k)(2)(B)(i)(I) of the Code. Distributions permitted under the Plan upon a Participant's "severance from employment" pursuant to the preceding sentence shall apply for distributions after December 31, 2001 for severances occurring after December 31, 2001.

16.5 Requirement to Make Claim for Benefits. Sections 16.1, 16.2, and 16.3(a) above notwithstanding, but subject to the provisions of Section 16.3(b), a Participant, other than a Participant whose Vested Interest in his Accounts is subject to cash-out pursuant to Section 18.9, must file a claim for benefits in the manner prescribed by the Committee before payment of his benefits will commence.

XVII. MINIMUM DISTRIBUTION REQUIREMENTS

17.1 Effect of Article. The requirements of this Article XVII will take precedence over any inconsistent provisions of the Plan. All distributions required under this Article XVII will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Code.

17.2 Benefit Commencement at 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. 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 age 70½, 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.

(c) 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 (5th) anniversary of the Participant's death.

(d) 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 (disregarding item (a) above), will apply as if the surviving spouse were the Participant.

For purposes of this Section 17.2 and Section 17.4 below, unless item (d) of Section 17.2 above applies, distributions are considered to begin on the Participant's Required Beginning Date. If item (d) of Section 17.2 above applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under item (a) of Section 17.2. 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 item (a) of Section 17.2), the date distributions are considered to begin is the date distributions actually commence. 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 Sections 17.3 and 17.4 of this Article XVII, whichever is applicable. 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.

17.3 Minimum Distribution Amount – Participant's Lifetime. 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.

Required minimum distributions will be determined under this Section 17.3 beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

17.4 Minimum Distribution Amount – Participant Death After Benefit Commencement. 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:

(a) 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.

(b) 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.

(c) 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 Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

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.

17.5 Minimum Distribution Amount – Participant Death Prior to Benefit Commencement. 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 item (a), (b), or (c) of Section 17.4, whichever is applicable. 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 (5^{th}) anniversary of the Participant's death. 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 item (a) of Section 17.2, this Section 17.5 will apply as if the surviving spouse were the Participant.

17.6 Definitions. For purposes of this Article XVII, the following terms and phrases shall have these respective meanings:

(a) **Designated Beneficiary**: The individual who is designated as a Participant's beneficiary under Section 18.3 or 18.4 of the Plan (and subject to Section 18.5 of the Plan) and is a Designated Beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4, Q&A-1, of the Treasury regulations.

(b) **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 Sections 17.1 and 17.2. 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.

(c) **Life Expectancy**: Life Expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(d) **Participant's Account Balance**: The balance in a Participant's Accounts as of the last day of 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 Participant's Accounts as of dates in the valuation calendar year after such last day and decreased by distributions made in the valuation calendar year after such last day. A Participant's 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.

(e) **Requiring Beginning Date**: With respect to a Participant or beneficiary, the date described in Section 16.3(b) of the Plan.

XVIII. FORM OF PAYMENT OF BENEFITS

18.1 Form of Retirement, Disability, and Termination Benefit. A Participant's benefit shall be provided from the balance of such Participant's Accounts under the Plan and, except as otherwise provided on an applicable Appendix of the Plan (including Appendix C or D), shall be paid (or commence to be paid) on the Participant's Benefit Commencement Date in one or more of the following forms elected by the Participant:

(a) One lump sum, which shall be the default distribution option if there is no valid election to the contrary;

(b) Substantially equal monthly, quarterly, or annual installment payments over a period of 5, 10, 15, or 20 years, provided that the period over which any installment payments are to be made shall not extend beyond the life expectancy of the Participant and the Participant's beneficiary; or

(c) Partial withdrawals as requested from time to time by the Participant, which optional form is available for distributions on or after September 1, 2023, and remains available to a Participant regardless of whether the Participant has elected to commence distributions under the installment payment option.

The installment payment and partial withdrawal distribution options described above are each subject to all other applicable provisions of the Plan which may restrict a Participant's ability to elect and/or receive installment or partial payments (including, without limitation, Article XVII relating to required minimum distributions and Section 18.9 relating to cash-out of benefits). The Participant's benefit shall be paid to the Participant unless the Participant has died prior to the date of payment, in which case the Participant's benefit (or the remaining portion thereof) shall be paid or continue to be paid, as applicable, to his beneficiary designated in accordance with the provisions of Section 18.3 or 18.4, as applicable (and subject to Section 18.5). If a Participant dies after electing installments and/or one or more partial withdrawals under this Section 18.1, the Participant's beneficiary may elect to receive the remainder of the Participant's benefit (if any) in one or more of the forms of payment described above in this Section 18.1 to the same extent (and subject to the same conditions) that such forms are available to Participants in the Plan (but subject to the applicable required minimum distribution rules for beneficiaries of a deceased Participant). The single lump sum form will be the default distribution option if there is no valid election by such beneficiary to the contrary. Benefits shall be paid (or transferred pursuant to Section 18.7) in cash.

18.2 Form of Death Benefit. For purposes of Article XV, except as otherwise provided on an applicable Appendix of the Plan (including Appendix C or D), the death benefit for a deceased Participant shall be paid to his beneficiary designated in accordance with the

provisions of Section 18.3 or 18.4, as applicable (and subject to Section 18.5). Such beneficiary may elect to receive such death benefit in one or more of the forms of payment described in Section 18.1 to the same extent (and subject to the same conditions) that such forms are available to Participants in the Plan (but subject to the applicable required minimum distribution rules for beneficiaries of a deceased Participant). The single lump sum form will be the default distribution option if there is no valid election to the contrary. Death benefits shall be paid (or transferred pursuant to Section 18.7, if applicable) in cash.

18.3 Beneficiary Designation. Each Participant shall have the right to designate the beneficiary or beneficiaries to receive payment of his benefit in the event of his death. Each such designation shall be made by executing the beneficiary designation form prescribed by the Committee and filing such form with the Committee. Any such designation may be changed at any time by such Participant by execution and filing of a new designation in accordance with this Section. Notwithstanding the foregoing, if a Participant who is married on the date of his death has designated an individual or entity other than his surviving spouse as his beneficiary, such designation shall not be effective unless (a) such surviving spouse has consented thereto in writing and such consent (1) acknowledges the effect of such specific designation, (2) either consents to the specific designated beneficiary (which designation may not subsequently be changed by the Participant without spousal consent) or expressly permits such designation by the Participant without the requirement of further consent by such spouse, and (3) is witnessed by a Plan representative (other than the Participant) or a notary public or (b) the consent of such spouse cannot be obtained because such spouse cannot be located or because of other circumstances described by applicable Treasury regulations. Any such consent by such surviving spouse shall be irrevocable.

18.4 Effect of Lack of Beneficiary Designation. If a deceased Participant does not have a valid beneficiary designation on file with the Committee at the time of his death, the default designated beneficiary or beneficiaries to receive such Participant's death benefit shall be as follows:

(a) If a Participant leaves a surviving spouse, his default designated beneficiary shall be such surviving spouse; and

(b) If a Participant leaves no surviving spouse, his default designated beneficiary shall be such Participant's estate.

18.5 Additional Provisions for Beneficiary Designation. Notwithstanding the provisions of Sections 18.3 or 18.4, to the extent not prohibited by applicable law, the following additional provisions apply with respect a Participant's beneficiary designation.

(a) **Effect of Divorce**. Unless the Participant has indicated otherwise on the beneficiary designation, any designation by a Participant of a beneficiary identified as such Participant's spouse shall be deemed revoked by the divorce of such Participant and such beneficiary. Such revocation shall be effective upon receipt of acceptable documentary evidence of divorce, delivered to the Plan's recordkeeper or the Committee at any time prior to the final transfer and/or payment of the Participant's Account. Neither the Plan's recordkeeper, the Committee, nor the Employer shall be liable for any

payment or transfer made to a beneficiary in the absence of such documentation. Notwithstanding anything to the contrary in this Section, any domestic relations order involving the Plan that is submitted to and qualified by either the Plan's recordkeeper or the Committee at any time prior to the final transfer and/or payment of the Participant's Account shall be deemed to constitute such acceptable documentary evidence of divorce. The interest of such divorced spouse failing hereunder shall vest in the persons specified in Section 18.3 or 18.4, as applicable, as if such divorced spouse did not survive the Participant.

(b) **Survival of Beneficiary and Simultaneous Death**. To be entitled to receive any undistributed amounts credited to a Participant's Account after such Participant's death, any person or persons designated as a beneficiary must be alive and any entity designated as a beneficiary must be in existence at the time of such Participant's death. In the event that the order of the deaths of the Participant and any primary beneficiary cannot be determined or have occurred within 120 hours of each other, the Participant shall be deemed to have survived such beneficiary.

(c) **Slayer Rule**. In the event that the death of a Participant or any beneficiary of a Participant is the result of a criminal act involving any other beneficiary, a person convicted of such criminal act shall not be entitled to receive any undistributed amounts credited to such Participant's Account. The interest of such criminally convicted person failing hereunder shall vest in the persons specified in Section 18.3 or 18.4, as applicable, as if such criminally convicted person did not survive the Participant.

(d) **Beneficiaries Who Are Minors**. As long as a beneficiary of a Participant remains a minor, any Account held on behalf of such beneficiary shall be controlled by such person(s) demonstrated to the Committee's satisfaction to be authorized to act on behalf of the minor. For this purpose, the minor's representative may be the court-appointed guardian or conservator or a person named to serve as the minor's representative in the Participant's last will and testament admitted to probate or other person deemed by the Committee to be authorized to act for the minor. A minor is a person who has not yet reached the age of majority for ownership of investments under the law of the state of the minor's domicile. A former minor may request that control of such Account be transferred to him or her at any time after attaining the age of majority.

18.6 Unclaimed Benefits. In accordance with the Committee's fiduciary duties under ERISA and applicable guidance thereunder, the Committee will make reasonable efforts to locate a Participant or beneficiary to whom a benefit is payable under the Plan. If, after making such reasonable efforts, the Committee is unable to locate the Participant or beneficiary to whom such benefit is payable, upon the Committee's determination thereof, such benefit shall be forfeited. The timing of such forfeiture shall comply with the time of payment rules described in Articles XVI and XVII. Notwithstanding the foregoing, if subsequent to any such forfeiture the Participant or beneficiary to whom such benefit is payable makes a valid claim for such benefit, such forfeited benefit shall be restored to the Plan in the manner provided in Section 14.12.

18.7 Direct Rollover Election. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may

elect, at the time and in the manner prescribed by the Committee, to have all or any portion of an Eligible Rollover Distribution (other than any portion attributable to the offset of an outstanding loan balance of such Participant pursuant to the Plan's loan procedure) paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. Prior to any Direct Rollover pursuant to this Section, the Committee may require the Distributee to furnish the Committee with a statement from the plan, account, or annuity to which the benefit is to be transferred verifying that such plan, account, or annuity is, or is intended to be, an Eligible Retirement Plan. Notwithstanding the foregoing, the portion of an Eligible Rollover Distribution to be made as a Direct Rollover from a Participant's Roth Account or Roth Rollover Account may be made only to an Eligible Retirement Plan with respect to such portion, and only to the extent the rollover is permitted under the rules of Code section 402(c).

18.8 Benefits from Account Balances. With respect to any benefit payable in any form pursuant to the Plan, such benefit shall be provided from the Account balance(s) to which the particular Participant or beneficiary is entitled.

18.9 Cash-Out of Benefit.

(a) If a Participant terminates his employment other than by reason of death and his Vested Interest in his Accounts is not in excess of $1,000, such Participant's benefit shall be paid in one lump sum payment in lieu of any other form of benefit herein provided. Such payment shall be made at the time specified in Section 16.1 without regard to the consent restrictions of Section 16.2.

(b) If a Participant terminates his employment other than by reason of death and his Vested Interest in his Accounts is in excess of $1,000 but is not in excess of $5,000, such Participant may elect, within the time and manner required by the Committee, to have his benefit paid in one lump sum payment in lieu of the mandatory Direct Rollover distribution to an individual retirement plan described in Section 18.10 that will otherwise apply. Such payment shall be made as soon as practicable after the Participant elects without regard to the time of payment restrictions of Section 16.2.

(c) If the benefit payable upon the death of a Participant is not in excess of $5,000, such benefit shall be paid to his beneficiary determined under Section 18.3 or 18.4, as applicable (and subject to Section 18.5) in one lump sum payment in lieu of any other form of benefit herein provided. Such payment shall be made at the time provided in Section 16.1 if such section is applicable or as soon as practicable after the Participant's death if such section is not applicable.

(d) The provisions of this Section 18.9 shall not be applicable to a Participant following his Benefit Commencement Date. For purposes of application of the $5,000 threshold of this Section 18.9, as well as the $1,000 threshold of this Section 18.9, the value of a Participant's Vested Interest in his Accounts shall be determined by including that portion of his Accounts that is attributable to Rollover Contributions (and earnings allocable thereto) within the meanings of sections 402(c), 402A(c)(3), 403(a)(4), 403(b)(8), 408(d)(3)(ii) and 457(e)(16) of the Code. If the value of a Participant's Vested Interest in his Accounts as so determined is $5,000 or less, the Participant's entire

nonforfeitable Accounts (including amounts attributable to such Rollover Contributions) may be distributed pursuant to this Section 18.9.

18.10 Mandatory Rollovers. In the event of a mandatory distribution to a Participant that is greater than $1,000 in accordance with the provisions of Section 18.9, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover in accordance with Section 18.7 or to receive the distribution directly in accordance with Section 18.1, then the Committee will pay the distribution in a Direct Rollover to an individual retirement plan designated by the Committee. This Section shall be effective with respect to distributions made on or after March 28, 2005, regardless of whether the event which caused a Participant's Accounts to become distributable occurred before or after March 28, 2005. For purposes of the $1,000 threshold of this Section 18.10, the value of a mandatory distribution shall be determined by including Rollover Contributions (and earnings allocable thereto) within the meanings of sections 402(c), 402A(c)(3), 403(a)(4), 403(b)(8), 408(d)(3)(ii) and 457(e)(16) of the Code.

XIX. CLAIMS PROCEDURES

19.1 Claims Procedures. Claims for Plan benefits and reviews of Plan benefit claims that have been denied or modified will be processed in accordance with the written Plan claims procedures established by the Committee, which procedures, as may be amended from time to time by the Committee, are hereby incorporated by reference as a part of the Plan.

XX. IN-SERVICE WITHDRAWALS

20.1 In-Service Withdrawals. A Participant may make the following in-service withdrawals while employed by the Employer:

(a) A Participant may withdraw from his After-Tax Account, Rollover Contribution Account, and/or Roth Rollover Account any or all amounts held in such Accounts.

(b) A Participant who has attained age 59½ may withdraw from his Accounts an amount not exceeding the then value of his Vested Interest in such Accounts.

(c) A Participant may make a financial hardship withdrawal in accordance with the terms and conditions of Sections 20.2 and 20.3.

(d) A Participant may elect to receive a Qualified Reservist Distribution in accordance with the terms and conditions of Section 20.4.

(e) A Participant who has been deemed to have had a severance from employment pursuant to Section 20.5 may elect to receive a distribution in accordance with the terms and conditions of Section 20.5.

20.2 Hardship Withdrawals. A Participant who has a financial hardship, as determined by the Committee, and who has made all available withdrawals pursuant to Sections 20.1(a) and (b) and pursuant to the provisions of any other plans of the Employer and any

Controlled Entities of which the Employer is a member (other than hardship withdrawals and loans) may withdraw from his Before-Tax Account and/or his Roth Account amounts not to exceed the lesser of the amount determined by the Committee as being available for withdrawal pursuant to this Section. For purposes of this Section, financial hardship shall mean the immediate and heavy financial needs of the Participant. The determination of the existence of a Participant's financial hardship shall be made by the Committee. The decision of the Committee shall be final and binding, provided that all Participants similarly situated shall be treated in a uniform and nondiscriminatory manner. A withdrawal shall be deemed to be made on account of an immediate and heavy financial need of a Participant if the withdrawal is for:

(1) Expenses for (or necessary to obtain) medical care for the Participant or the Participant's spouse, children, or dependents (as defined in section 152 of the Code but without regard to sections 152(b)(1), (b)(2) and (d)(1)(B) of the Code) that would be deductible under section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5% (or other applicable percentage) of the Participant's adjusted gross income);

(2) Costs directly related to the purchase of a principal residence of the Participant (excluding mortgage payments);

(3) Payment of tuition and related educational fees, and room and board expenses, for the next 12 months of post-secondary education for the Participant or the Participant's spouse, children, or dependents (as defined in section 152 of the Code but without regard to sections 152(b)(1), (b)(2) and (d)(1)(B) of the Code);

(4) Payments necessary to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence;

(5) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in section 152 of the Code but without regard to sections 152(d)(1)(B) of the Code);

(6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under section 165 of the Code (determined without regard to Code section 165(h)(5) and whether the loss exceeds 10% (or other applicable percentage) of the Participant's adjusted gross income);

(7) Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, 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

(8) Such other financial needs that the Commissioner of Internal Revenue may deem to be immediate and heavy financial needs through the publication of revenue rulings, notices, and other documents of general applicability.

A withdrawal based upon financial hardship pursuant to this Section may not exceed the amount that is both required to meet the immediate financial need created by the hardship and not reasonably available from other resources of the Participant. The amount required to meet the immediate 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. A hardship withdrawal may be made by a Participant only if the Participant has obtained all other currently available distributions (including employee stock ownership plan dividend distributions but not hardship distributions or loans) under this Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer. In addition, effective as of January 1, 2020, a hardship withdrawal may be made by a Participant only if such Participant represents, in writing (including by using an electronic medium) or in such other form as may be prescribed by the Commissioner of Internal Revenue, that such Participant has insufficient cash or other liquid assets reasonably available to satisfy the financial need. The Committee is not obligated to inquire into the Participant's financial condition and may rely on the Participant's representation unless the Committee has actual knowledge to the contrary.

Hardship withdrawals from a Participant's Before-Tax Account shall be limited to the sum of the Participant's Before-Tax Contributions to the Plan (and earnings thereon) as of the date of the withdrawal less any previous withdrawals of such amounts. Hardship withdrawals from a Participant's Roth Account shall be limited to the sum of the Participant's Roth Contributions to the Plan (and earnings thereon) as of the date of the withdrawal less any previous withdrawals of such amounts.

20.3 Restriction on In-Service Withdrawals. All withdrawals pursuant to this Article shall be made in accordance with procedures established by the Committee and

(a) Notwithstanding the provisions of this Article, no withdrawal shall be made from an Account to the extent such Account has been pledged to secure a loan from the Plan.

(b) If a Participant's Account from which a withdrawal is made is invested in more than one Investment Fund, the withdrawal shall be made pro rata from each Investment Fund in which such Account is invested.

(c) All withdrawals under this Article shall be paid in cash.

(d) Any withdrawal hereunder that constitutes an Eligible Rollover Distribution shall be subject to the Direct Rollover election described in Section 18.7.

(e) This Article shall not be applicable to a Participant following termination of employment and the amounts in such Participant's Accounts shall be distributable only in accordance with the provisions of Article XVIII.

20.4 Qualified Reservist Distributions. A Participant is eligible to receive upon request a "Qualified Reservist Distribution" (as defined below) from the Plan. For purposes of this Section 20.4, a "Qualified Reservist Distribution" is a distribution that satisfies all of the following requirements:

(a) The distribution is from amounts attributable to elective deferrals (as described in section 72(t)(2)(G)(iii) of the Code) credited to the Participant's Account;

(b) Such Participant was (by reason of being a member of a reserve component, as defined in section 101 of Title 37 of the U.S. Code) ordered or called to active duty after September 11, 2001 for a period in excess of 179 days or for an indefinite period; and

(c) The distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period."

20.5 Deemed Severance Distribution for Uniformed Service.

(a) A Participant who has been performing "qualified uniformed service" (defined below) for a period of more than 30 days shall be deemed to have had a severance from employment (as described in Code section 414(u)(12)(B)(i)) for purposes of requesting a distribution of amounts credited to his or her Account (other than amounts, if any, that are subject to the requirements of section 412 of the Code or other requirement that is inconsistent with a distribution under this Section 20.5). For purposes of this Section 20.5, "qualified uniformed service" means any service in the uniformed services (as defined in Chapter 43 of Title 38 of the U.S. Code) by any individual while on active duty for a period of more than 30 days.

(b) If a Participant elects to receive a distribution of elective deferrals under this Section 20.5, such Participant may not make Before-Tax Contributions or Roth Contributions under the Plan during the six (6) month period beginning on the date of distribution.

(c) If a Participant is also eligible to receive a Qualified Reservist Distribution pursuant to Section 20.4 of the Plan, and the distribution could either be a Qualified Reservist Distribution or a deemed severance distribution described by this Section 20.5, the distribution will be treated as a Qualified Reservist Distribution.

XXI. LOANS

21.1 Loans. Upon application by (a) any Participant who is an Employee or (b) any Participant (1) who is a party-in-interest as that term is defined in section 3(14) of the Act, as to the Plan, (2) who is no longer employed by the Employer, who is a beneficiary of a deceased Participant, or who is an alternate payee under a qualified domestic relations order, as defined in section 414(p)(8) of the Code, and (3) who retains an Account balance under the Plan (an individual who is eligible to apply for a loan under this Article being hereinafter referred to as a "Participant" for purposes of this Article), the Committee may in its discretion direct the Trustee

to make a loan to such Participant. Such loan shall be made pursuant to the provisions of the written loan procedure adopted by the Committee, which procedure (as may be amended from time to time) is hereby incorporated by reference as a part of the Plan. Notwithstanding any provision in the Plan's loan procedure document to the contrary:

(A) A Participant who had more than one (1) loan outstanding under the Bliss Pest Protection Services, LLC 401(k) Profit Sharing Plan that was transferred to the Plan may, after the merger of the plans, continue to have those transferred outstanding loans (up to a maximum of five (5)) remain outstanding under the Plan;

(B) To the extent provided in Appendix E of the Plan, a Participant in certain specified Merged Plans who had more than one (1) loan outstanding under such applicable Merged Plan may, after the applicable plan merger, continue to have more than one (1) transferred outstanding loan remain outstanding under the Plan; and

(C) In connection with the Company's acquisition of the assets of Arrow Exterminating Co., Inc., a Participant who had more than one (1) loan outstanding under the Arrow Exterminating Co., Inc. 401(k) Plan was permitted to elect to transfer as a direct rollover contribution to the Plan up to two (2) outstanding loans to the Plan and may continue to have those transferred outstanding loans (up to a maximum of two (2)) remain outstanding under the Plan.

21.2 Maximum Loan. A loan to a Participant may not exceed 50% of the then value of such Participant's Vested Interest in his Accounts. The foregoing to the contrary notwithstanding, no loan shall be made from the Plan to the extent that such loan would cause the total of all loans made to a Participant from all qualified plans of the Employer or a Controlled Entity ("Outstanding Loans") to exceed the lesser of:

(a) $50,000 (reduced by the excess, if any, of (1) the highest outstanding balance of Outstanding Loans during the one-year period ending on the day before the date on which the loan is to be made, over (2) the outstanding balance of Outstanding Loans on the date on which the loan is to be made); or

(b) One-half of the then value of the Participant's nonforfeitable accrued benefit under all qualified plans of the Employer or a Controlled Entity.

XXII. ADMINISTRATION OF THE PLAN

22.1 Appointment of Committee. The general administration of the Plan shall be vested in the Committee, which shall be appointed by the Directors and shall consist of one or more persons. Any individual, whether or not an Employee, is eligible to become a member of the Committee. Each member of the Committee must consent to serve as a member of the Committee under and pursuant to the Plan; provided, however, that each Committee member will be conclusively presumed to have consented to such appointment upon taking any action as

a member of the Committee. For purposes of the Act, the Committee shall be the Plan "administrator" and shall be the "named fiduciary" with respect to the general administration of the Plan (except as to the investment of the assets of the Trust Fund).

22.2 Term, Vacancies, Resignation, and Removal. Each member of the Committee shall serve until he resigns, dies, or is removed by the Directors. At any time during his term of office, a member of the Committee may resign by giving written notice to the Directors and the Committee, such resignation to become effective upon the appointment of a substitute member or, if earlier, the lapse of 30 days after such notice is given as herein provided. At any time during his term of office, and for any reason, a member of the Committee may be removed by the Directors with or without cause, and the Directors may in their discretion fill any vacancy that may result therefrom. Any member of the Committee who is an Employee shall automatically cease to be a member of the Committee as of the date he ceases to be employed by the Employer or a Controlled Entity.

22.3 Officers, Records, and Procedures. The Committee may select officers and may appoint a secretary who need not be a member of the Committee. The Committee shall keep appropriate records of its proceedings and the administration of the Plan and shall make available for examination during business hours to any Participant or beneficiary such records as pertain to that individual's interest in the Plan. The Committee shall designate the person or persons who shall be authorized to sign for the Committee and, upon such designation, the signature of such person or persons shall bind the Committee.

22.4 Meetings. The Committee shall hold meetings upon such notice and at such time and place as it may from time to time determine. Notice to a member shall not be required if waived in writing by that member. A majority of the members of the Committee duly appointed shall constitute a quorum for the transaction of business. All resolutions or other actions taken by the Committee at any meeting where a quorum is present shall be by vote of a majority of those present at such meeting and entitled to vote. Resolutions may be adopted or other action taken without a meeting upon written consent signed by all of the members of the Committee.

22.5 Self-Interest of Members. No member of the Committee shall have any right to vote or decide upon any matter relating solely to himself under the Plan or to vote in any case in which his individual right to claim any benefit under the Plan is particularly involved. In any case in which a Committee member is so disqualified to act and the remaining members cannot agree, the Directors shall appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he is disqualified.

22.6 Compensation and Bonding. The members of the Committee shall not receive compensation with respect to their services for the Committee. To the extent required by the Act or other applicable law, or required by the Company, members of the Committee shall furnish bond or security for the performance of their duties hereunder.

22.7 Committee Powers and Duties. The Committee shall supervise the administration and enforcement of the Plan according to the terms and provisions hereof and shall have all powers necessary to accomplish these purposes, including, but not by way of limitation, the right, power, authority, and duty:

(a) To make rules, regulations, and bylaws for the administration of the Plan that are not inconsistent with the terms and provisions hereof and to enforce the terms of the Plan and the rules and regulations promulgated thereunder by the Committee;

(b) To construe in its discretion all terms, provisions, conditions, and limitations of the Plan, and, in all cases, the construction necessary for the Plan to qualify under the applicable provisions of the Code shall control;

(c) To correct any defect, to supply any omission, or to reconcile any inconsistency that may appear in the Plan, in such manner and to such extent as it shall deem expedient in its discretion to effectuate the purposes of the Plan;

(d) To employ and compensate such accountants, attorneys, investment advisors, actuaries, and other agents and employees as the Plan Administrator may deem necessary or advisable for the proper and efficient administration of the Plan;

(e) To determine in its discretion all matters of fact relating to the Plan, including, without limitation, all questions relating to eligibility;

(f) To make a determination in its discretion as to the right of any person to a benefit under the Plan and to prescribe procedures to be followed by distributees in obtaining benefits hereunder;

(g) To prepare, file, and distribute, in such manner as the Plan Administrator determines to be appropriate, such information and material as is required by the reporting and disclosure requirements of the Act;

(h) To issue directions to the Trustee concerning all benefits that are to be paid from the Trust Fund pursuant to the provisions of the Plan;

(i) To designate entities as participating Employers under the Plan and to designate entities as ineligible to be participating Employers under the Plan;

(j) To establish an investment policy for the Plan;

(k) To establish or designate Investment Funds as investment options as provided in Article XI; and

(l) To receive and review reports from the Trustee and from investment managers as to the financial condition of the Trust Fund, including its receipts and disbursements.

Any provisions of the Plan to the contrary notwithstanding, benefits under the Plan will be paid only if the Committee decides in its discretion that the applicant is entitled to them.

22.8 **Allocation of Fiduciary Duties and Powers.** If the Committee consists of one or more persons appointed by the Directors to serve jointly as the Committee, such persons may allocate by agreement specific powers or duties among themselves, in which event it is intended

that a person to whom certain powers or duties have not been allocated shall not be liable either individually or as a Committee member for any loss resulting to the Plan arising from the acts or omissions on the part of the person or persons to whom such powers or duties have been allocated unless:

(a) He has participated knowingly in or has knowingly undertaken to conceal an act or omission of the person or persons to whom such powers or duties have been allocated knowing such act or omission is a breach of fiduciary duties;

(b) By his failure to comply with the fiduciary duty requirements under the Act in the administration of his specific responsibilities as a Committee member he has enabled the person or persons to whom such powers or duties have been allocated to commit a breach of fiduciary duties; or

(c) He has knowledge of a breach of fiduciary duties by the person or persons to whom such powers or duties have been allocated and he fails to make reasonable efforts under the circumstances to remedy the breach.

22.9 Delegation of Fiduciary Duties. The Committee may appoint subcommittees, individuals, or any other agents as it deems advisable and may delegate, with such delegation conferring fiduciary status upon the delegate, to such appointees any or all of the powers and duties of the Committee. Such appointment and delegation must specify in writing the powers or duties being delegated and must be accepted in writing by the delegate. Upon such appointment, delegation, and acceptance, the Committee shall have no liability for the acts or omissions of any such delegate as long as the Committee does not itself violate any fiduciary responsibility in making or continuing such delegation. To the extent that the Committee has so delegated its duties, powers, or responsibilities pursuant to this Section, references in the Plan to the "Committee" shall be deemed reference to such delegate with respect to such delegated duties, powers or responsibilities.

22.10 Utilization of Employees of the Employer. The Committee or its delegate(s) may use the services of employees of the Employer to perform its fiduciary powers, duties, and responsibilities as the Committee. Such employees shall not be entitled to any compensation from the Plan for enabling the Committee or its delegate(s) to perform its powers or duties. The Committee or its delegate(s) shall be fully responsible for all actions taken on its behalf by employees of the Employer. Unless an employee or group of employees of the Employer is formally delegated to act as delegate to perform powers or duties of the Committee in accordance with Section 22.9, no employee or group of employees of the Employer shall be deemed to be exercising powers or duties with respect to the Plan independently of the Committee or its delegate(s).

22.11 Temporary Restrictions. In order to ensure an orderly transition in the transfer of assets to the Trust Fund from another trust fund maintained under the Plan or from the trust fund of a plan that is merging into the Plan or transferring assets to the Plan or to ensure an orderly transition of recordkeeping, valuation, or other administrative activities from one service provider to another service provider, the Committee may, in its discretion, temporarily prohibit or restrict withdrawals, loans, changes to contribution elections, changes of investment

designation of future contributions, transfers of amounts from one Investment Fund to another Investment Fund, or such other activity as the Committee deems appropriate, provided that any such temporary cessation or restriction of such activity shall be in compliance with all applicable law and the Committee shall have provided to Participants, their beneficiaries, and alternate payees the notices and information required to be provided with respect to such temporary cessation or restriction of such activity by applicable law and regulations.

22.12 Indemnification. The Company shall indemnify and hold harmless each member of the Committee and each Employee who is a delegate of the Committee against any and all expenses and liabilities arising out of his administrative functions or fiduciary responsibilities, including any expenses and liabilities that are caused by or result from an act or omission constituting the negligence of such individual in the performance of such functions or responsibilities, but excluding expenses and liabilities that are caused by or result from such individual's own gross negligence or willful misconduct. Expenses against which such individual shall be indemnified hereunder shall include, without limitation, the amounts of any settlement or judgment, costs, counsel fees, and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof. The indemnities provided under this Section shall not be exclusive of any other right that any individual may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Incorporation of the Company, or the Company's By-laws or by agreement or contract with the Company.

22.13 Employer to Supply Information. The Employer shall supply full and timely information to the Committee, including but not limited to information relating to each Participant's Compensation, age, retirement, death, or other cause of termination of employment and such other pertinent facts as the Committee may require. The Employer shall advise the Trustee of such of the foregoing facts as are deemed necessary for the Trustee to carry out the Trustee's duties under the Plan. When making a determination in connection with the Plan, the Committee shall be entitled to rely upon the aforesaid information furnished by the Employer.

XXIII. TRUSTEE AND ADMINISTRATION OF TRUST FUND

23.1 Appointment, Resignation, Removal, and Replacement of Trustee. The Trustee shall be appointed, removed, and replaced by and in the sole discretion of the Directors. The Trustee shall be the "named fiduciary" with respect to investment of the Trust Fund's assets.

23.2 Trust Agreement. As a means of administering the assets of the Plan, the Company has entered into a Trust Agreement with the Trustee. The administration of the assets of the Plan and the duties, obligations, and responsibilities of the Trustee shall be governed by the Trust Agreement. The Trust Agreement may be amended from time to time as the Company and the Trustee deem advisable in order to effectuate the purposes of the Plan. The Trust Agreement is incorporated herein by reference and thereby made a part of the Plan.

23.3 Payment of Expenses. All expenses incident to the administration of the Plan and Trust, including but not limited to, legal fees, accounting fees, Trustee fees, direct expenses of the Employer and the Committee in the administration of the Plan, and the cost of furnishing any bond or security required of the Committee shall be paid by the Trustee from the Trust Fund

and, until paid, shall constitute a claim against the Trust Fund that is paramount to the claims of Participants and beneficiaries; provided, however, that (a) the obligation of the Trustee to pay such expenses from the Trust Fund shall cease to exist to the extent such expenses are paid by the Employer and (b) in the event the Trustee's compensation is to be paid, pursuant to this Section, from the Trust Fund, any individual serving as Trustee who already receives full-time pay from an Employer, an association of Employers whose employees are Participants, or an employee organization whose members are Participants shall not receive any additional compensation for serving as Trustee. To the extent that reasonable expenses incident to the administration of the Plan are paid from the Trust Fund, the Committee shall determine and direct as to which expenses are to be charged to and paid from Participants' individual Accounts, which expenses are to be charged to and paid from the Accounts of all Participants (and how they are to be allocated among such Accounts), and which expenses are to be charged to and paid from the Accounts of one or more identified groups of Participants (and how they are to be allocated among such Accounts). Any such method of allocation of expenses to Participants' Accounts will be reasonable and not result in a given Participant or group of Participants bearing more than an equitable portion of the Plan's expenses. This Section shall be deemed to be a part of any contract to provide for expenses of Plan and Trust administration, whether or not the signatory to such contract is, as a matter of convenience, the Employer.

23.4 Trust Fund Property. All income, profits, recoveries, contributions, forfeitures, and any and all moneys, securities, and properties of any kind at any time received or held by the Trustee hereunder shall be held for investment purposes as a commingled Trust Fund. The Committee shall maintain Accounts in the name of each Participant, but the maintenance of an Account designated as the Account of a Participant shall not mean that such Participant shall have a greater or lesser interest than that due him by operation of the Plan and shall not be considered as segregating any funds or property from any other funds or property contained in the commingled fund. No Participant shall have any title to any specific asset in the Trust Fund.

23.5 Distributions from Participants' Accounts. Distributions from a Participant's Accounts shall be made by the Trustee only if, when, and in the amount and manner directed by the Committee. Any distribution made to a Participant or for his benefit shall be debited to such Participant's Account or Accounts. All distributions hereunder shall be made in cash except as otherwise specifically provided herein.

23.6 Payments Solely from Trust Fund. All benefits payable under the Plan shall be paid or provided for solely from the Trust Fund, and neither the Employer nor the Trustee assumes any liability or responsibility for the adequacy thereof. The Committee or the Trustee may require execution and delivery of such instruments as are deemed necessary to assure proper payment of any benefits.

23.7 No Benefits to the Employer. No part of the corpus or income of the Trust Fund shall be used for any purpose other than the exclusive purpose of providing benefits for the Participants and their beneficiaries and of defraying reasonable expenses of administering the Plan and Trust. Anything to the contrary herein notwithstanding, the Plan shall not be construed to vest any rights in the Employer other than those specifically given hereunder.

XXIV. FIDUCIARY PROVISIONS

24.1 Article Controls. This Article shall control over any contrary, inconsistent, or ambiguous provisions contained in the Plan.

24.2 General Allocation of Fiduciary Duties. Each fiduciary with respect to the Plan shall have only those specific powers, duties, responsibilities, and obligations as are specifically given him under the Plan. The Directors shall have the sole authority to appoint and remove the Trustee and members of the Committee. Except as otherwise specifically provided herein, the Committee shall have the sole responsibility for the administration of the Plan, which responsibility is specifically described herein. Except as otherwise specifically provided herein and in the Trust Agreement, the Trustee shall have the sole responsibility for the administration, investment, and management of the assets held under the Plan. It is intended under the Plan that each fiduciary shall be responsible for the proper exercise of his own powers, duties, responsibilities, and obligations hereunder and shall not be responsible for any act or failure to act of another fiduciary except to the extent provided by law or as specifically provided herein.

24.3 Fiduciary Duty. Each fiduciary under the Plan, including but not limited to the Committee and the Trustee as "named fiduciaries" shall discharge his duties and responsibilities with respect to the Plan:

(a) Solely in the interest of the Participants, for the exclusive purpose of providing benefits to Participants and their beneficiaries and of defraying reasonable expenses of administering the Plan and Trust;

(b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(c) By diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is prudent not to do so; and

(d) In accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with applicable law.

No fiduciary shall knowingly cause the Plan or Trust Fund to enter into a "prohibited transaction" as provided in section 4975 of the Code or section 406 of the Act.

24.4 Investment Manager. The Committee may, in its sole discretion, appoint an "investment manager" with power to manage, acquire, or dispose of any asset of the Plan and to direct the Trustee in this regard so long as:

(a) The investment manager (1) is registered as an investment adviser under the Investment Advisers Act of 1940, (2) is not registered as an investment adviser under such act by reason of paragraph (1) of section 203A(a) of such act, is registered as an investment adviser under the laws of the state (referred to in such paragraph (1)) in which it maintains its principal office and place of business, and, at the time it last filed the registration form most recently filed by it with such state in order to maintain its

registration under the laws of such state, also filed a copy of such form with the Secretary of Labor, (3) is a bank, as defined in the Investment Advisers Act of 1940, or (4) is an insurance company qualified to do business under the laws of more than one state; and

(b) Such investment manager acknowledges in writing that he is a fiduciary with respect to the Plan.

Upon such appointment, the Committee shall not be liable for the acts of the investment manager as long as the Committee members do not violate any fiduciary responsibility in making or continuing such appointment. The Trustee shall follow the directions of such investment manager and shall not be liable for the acts or omissions of such investment manager. The investment manager may be removed by the Committee at any time and within the Committee's sole discretion.

XXV. AMENDMENTS

25.1 Right to Amend. Subject to Section 25.2 and any other limitations contained in the Act or the Code, the Directors may from time to time amend, in whole or in part, any or all of the provisions of the Plan on behalf of the Company and all Employers; provided, however, that any amendments to the Plan that do not have a significant cost impact on the Employer may also be made by the Committee. Specifically, but not by way of limitation, the Directors or the Committee may make any amendment necessary to acquire and maintain a qualified status for the Plan under the Code, whether or not retroactive.

25.2 Limitation on Amendments. No amendment of the Plan shall be made that would vest in the Employer, directly or indirectly, any interest in or control of the Trust Fund. No amendment shall be made that would vary the Plan's exclusive purpose of providing benefits to Participants and their beneficiaries and of defraying reasonable expenses of administering the Plan or that would permit the diversion of any part of the Trust Fund from that exclusive purpose. No amendment shall be made that would reduce any then nonforfeitable interest of a Participant. No amendment shall increase the duties or responsibilities of the Trustee unless the Trustee consents thereto in writing.

XXVI. DISCONTINUANCE OF CONTRIBUTIONS, TERMINATION, PARTIAL TERMINATION, AND MERGER OR CONSOLIDATION

26.1 Right to Discontinue Contributions, Terminate, or Partially Terminate. The Employer has established the Plan with the bona fide intention and expectation that from year to year it will be able to, and will deem it advisable to, make its contributions as herein provided. However, the Directors realize that circumstances not now foreseen or circumstances beyond its control may make it either impossible or inadvisable for the Employer to continue to make its contributions to the Plan. Therefore, the Directors shall have the right and the power to discontinue contributions to the Plan, terminate the Plan, or partially terminate the Plan at any time hereafter. Each member of the Committee and the Trustee shall be notified of such discontinuance, termination, or partial termination.

26.2 Procedure in the Event of Discontinuance of Contributions, Termination, or Partial Termination. If the Plan is amended so as to permanently discontinue Employer Contributions or if Employer Contributions are in fact permanently discontinued, the Vested Interest of each affected Participant shall be 100%, effective as of the date of discontinuance. In case of such discontinuance, the Committee shall remain in existence and all other provisions of the Plan that are necessary, in the opinion of the Committee, for equitable operation of the Plan shall remain in force.

(a) If the Plan is terminated or partially terminated, the Vested Interest of each affected Participant shall be 100%, effective as of the termination date or partial termination date, as applicable. Unless the Plan is otherwise amended prior to dissolution of the Company, the Plan shall terminate as of the date of dissolution of the Company.

(b) Upon discontinuance of contributions, termination, or partial termination, any previously unallocated contributions and forfeitures shall be allocated among the Accounts of the Participants on such date of discontinuance, termination, or partial termination. Accounts shall continue to be adjusted for changes in value pursuant to Article XI until the balances of the Accounts are distributed.

(c) In the case of a termination or partial termination of the Plan and in the absence of a Plan amendment to the contrary, the Trustee shall pay the balance of the Accounts of a Participant for whom the Plan is so terminated, or who is affected by such partial termination to such Participant, subject to the time of payment, form of payment, and consent provisions of Articles XVI, XVII, and XVIII.

26.3 Merger, Consolidation, or Transfer. This Plan and Trust Fund may not merge or consolidate with, or transfer its assets or liabilities to, any other plan unless immediately thereafter each Participant would, in the event such other plan terminated, be entitled to a benefit that is equal to or greater than the benefit to which he would have been entitled if the Plan were terminated immediately before the merger, consolidation, or transfer.

XXVII. PARTICIPATING EMPLOYERS

27.1 Other Employers. The Committee may designate any entity or organization eligible by law to participate in the Plan and the Trust as an Employer by written instrument delivered to the Secretary of the Company, the Trustee, and the designated Employer. Such written instrument shall specify the effective date of such designated participation, may incorporate specific provisions relating to the operation of the Plan that apply to the designated Employer only and shall become, as to such designated Employer and its Employees, a part of the Plan. Upon such designation:

(a) Each designated Employer shall be conclusively presumed to have consented to its designation and to have agreed to be bound by the terms of the Plan and Trust Agreement and any and all amendments thereto upon its submission of information to the Committee required by the terms of or with respect to the Plan or upon making a contribution to the Trust Fund pursuant to the terms of the Plan; provided, however, that the terms of the Plan may be modified so as to increase the obligations of an Employer

only with the consent of such Employer, which consent shall be conclusively presumed to have been given by such Employer upon its submission of any information to the Committee required by the terms of or with respect to the Plan or upon making a contribution to the Trust Fund pursuant to the terms of the Plan following notice of such modification.

(b) The provisions of the Plan and the Trust Agreement shall apply separately and equally to each Employer and its Employees in the same manner as is expressly provided for the Company and its Employees, except that the power to appoint or otherwise affect the Committee or the Trustee and the power to amend or terminate the Plan and Trust Agreement shall be exercised by the Directors, or by the Committee, if applicable.

(c) Transfer of employment among Employers shall not be considered a termination of employment hereunder, and Service with one shall be considered Service with all others.

(d) Any Employer may, by appropriate action of its Board of Directors or noncorporate counterpart communicated in writing to the Secretary of the Company, the Trustee, and to the Committee, terminate its participation in the Plan and the Trust. Moreover, the Committee may, in its discretion, terminate an Employer's Plan and Trust participation at any time by written instrument delivered to the Secretary of the Company, the Trustee, and the designated Employer.

(e) Notwithstanding any provision in this Section 27.1 or the Plan to the contrary, any entity or organization that is both (i) a lower-tiered Controlled Entity with respect to the Company and (ii) organized under the laws of a state within the United States of America, shall be deemed to be designated as an eligible Employer that participates in the Plan and the Trust, unless the Committee designates, in writing, such entity or organization as ineligible to participate. By way of example of the application of this Paragraph (e), and not limitation, an entity that is purchased by a subsidiary of the Company and that satisfies the criteria described in the preceding sentence will immediately become a participating Employer in the Plan, regardless of whether such entity is listed on Appendix A of the Plan (provided that such entity has not been designated by the Committee as ineligible to participate). Notwithstanding any provision in this Section 27.1 or the Plan to the contrary, the Committee, in its discretion, may designate, in writing, any entity or organization as ineligible to participate in the Plan and the Trust, either temporarily or permanently, regardless of whether such entity or organization satisfies the criteria set forth in the first sentence of this Paragraph (e) and regardless of whether such entity or organization has been previously designated as eligible to participate in the Plan.

27.2 Single Plan. For purposes of the Code and the Act, the Plan as adopted by the Employers shall constitute a single plan rather than a separate plan of each Employer. All assets in the Trust Fund shall be available to pay benefits to all Participants and their beneficiaries.

XXVIII. MISCELLANEOUS PROVISIONS

28.1 Not Contract of Employment. The adoption and maintenance of the Plan shall not be deemed to be either a contract between the Employer and any person or consideration for the employment of any person. Nothing herein contained shall be deemed to give any person the right to be retained in the employ of the Employer or to restrict the right of the Employer to discharge any person at any time, nor shall the Plan be deemed to give the Employer the right to require any person to remain in the employ of the Employer or to restrict any person's right to terminate his employment at any time.

28.2 Alienation of Interest Forbidden. Except as otherwise provided with respect to "qualified domestic relations orders," certain judgments and settlements pursuant to section 206(d) of the Act and sections 401(a)(13) and 414(p) of the Code, or a federal tax levy or collection on a judgment resulting from an unpaid tax assessment or, except as otherwise provided under other applicable law, no right or interest of any kind in any benefit shall be transferable or assignable by any Participant or any beneficiary or be subject to anticipation, adjustment, alienation, encumbrance, garnishment, attachment, execution, or levy of any kind. Plan provisions to the contrary notwithstanding, the Committee shall comply with the terms and provisions of any "qualified domestic relations order," including an order that requires distributions to an alternate payee prior to a Participant's "earliest retirement age," as such term is defined in section 206(d)(3)(E)(ii) of the Act and section 414(p)(4)(B) of the Code, and shall establish appropriate procedures to effect the same; provided, however, that if the value of a Plan benefit awarded to an alternate payee pursuant to a "qualified domestic relations order" does not exceed $5,000, such Plan benefit shall be distributed to such alternate payee in a single lump sum cash payment as soon as practicable following approval of such "qualified domestic relations order."

28.3 Uniformed Services Employment and Reemployment Rights Act Requirements.

(a) Notwithstanding any provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code to the extent such section is applicable to the Plan.

(b) In accordance with section 401(a)(37) of the Code, each designated beneficiary of a Participant on a leave of absence to perform military service with reemployment rights described in section 414(u) of the Code where the Participant cannot return to employment on account of his or her death, shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant resumed employment with the Employer immediately prior to his or her death and then terminated such employment on account of death.

28.4 Payments to Minors and Incompetents. If a Participant or beneficiary entitled to receive a benefit under the Plan is a minor, is adjudged by a court of competent jurisdiction to be legally incapable of giving valid receipt and discharge for a benefit provided under the Plan,

or is otherwise legally incompetent, the Committee will pay such benefit to the duly appointed guardian or conservator or other legal representative of such Participant or beneficiary for the account of such Participant or beneficiary. Such payment shall operate as a full discharge of all liabilities and obligations of the Committee, the Trustee, the Employer, and any fiduciary of the Plan with respect to such benefit.

28.5 Participant's and Beneficiary's Addresses. It shall be the affirmative duty of each Participant to inform the Committee of, and to keep on file with the Committee, his current mailing address and the current mailing address of his designated beneficiary. If a Participant fails to keep the Committee informed of his current mailing address and the current mailing address of his designated beneficiary, neither the Committee, the Trustee, the Employer, nor any fiduciary under the Plan shall be responsible for any late or lost payment of a benefit or for failure of any notice to be provided timely under the terms of the Plan.

28.6 Incorrect Information, Fraud, Concealment, or Error. Any contrary provisions of the Plan notwithstanding, if, because of a human or systems error or because of incorrect information provided by or correct information failed to be provided by fraud, misrepresentation, or concealment of any relevant fact (as determined by the Committee) by any person, the Plan enrolls any individual, pays benefits under the Plan, incurs a liability, or makes any overpayment or erroneous payment, the Plan shall be entitled to recover from such person the benefit paid or the liability incurred, together with all expenses incidental to or necessary for such recovery.

28.7 Correction of Errors. If an error has occurred in crediting or debiting any Account or Accounts as a result of data, recordkeeping, or other administrative error, the Committee shall correct the error by adjusting the affected Account or Accounts to the extent reasonably practicable and by taking such other actions (including but not limited to requesting a repayment by a Participant of all or part of a distribution made to him or making a special corrective distribution to a Participant). Any such correction shall be conclusive and binding on all Participants.

28.8 Benefit Disputes. If the Committee determines that there is a dispute concerning the payment of benefits to a Participant's beneficiary or beneficiaries or concerning the qualification of a domestic relations order under section 414(p) of the Code, the Committee may delay any payment that would otherwise be made under the Plan until the Committee, in its discretion, determines that the dispute has been resolved. In the case of any bona fide dispute between parties concerning the right to a Plan benefit, the Committee may, in its discretion, file an interpleader action in federal court, naming the parties to the dispute and, if applicable, may pay the disputed amount into the court to be distributed in accordance with the court's decision or take such other action as may be permitted under the civil enforcement provisions of the Act as it determines, in its discretion, constitutes an appropriate way to resolve or otherwise settle the dispute.

28.9 Severability. If any provision of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof. In such case, each provision shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein.

28.10 Jurisdiction. All provisions of the Plan shall be construed in accordance with the laws of Pennsylvania except to the extent preempted by federal law.

XXIX. TOP-HEAVY STATUS

29.1 Article Controls. Any Plan provisions to the contrary notwithstanding, the provisions of this Article shall control to the extent required to cause the Plan to comply with the requirements imposed under section 416 of the Code.

29.2 Definitions. For purposes of this Article, the following terms and phrases shall have these respective meanings:

(a) **Account Balance**: As of any Valuation Date, the aggregate amount credited to an individual's account or accounts under a qualified defined contribution plan maintained by the Employer or a Controlled Entity (excluding employee contributions that were deductible within the meaning of section 219 of the Code and rollover or transfer contributions made after December 31, 1983 by or on behalf of such individual to such plan from another qualified plan sponsored by an entity other than the Employer or a Controlled Entity), increased by (1) prior to January 1, 2002, the aggregate distributions made to such individual from such plan during a five-year period ending on the Determination Date and from and after January 1, 2002, the aggregate distributions made to such individual from such plan (including a terminated plan that, had it not been terminated, would have been aggregated with the Plan under section 416(g)(2)(A)(i) of the Code) during a one-year period (or, in the case of a distribution made for a reason other than separation from service, death, or disability, a five-year period) ending on the Determination Date and (2) the amount of any contributions due as of the Determination Date immediately following such Valuation Date.

(b) **Accrued Benefit**: As of any Valuation Date, the present value (computed on the basis of the Assumptions) of the cumulative accrued benefit (excluding the portion thereof that is attributable to employee contributions that were deductible pursuant to section 219 of the Code, to rollover or transfer contributions made after December 31, 1983 by or on behalf of such individual to such plan from another qualified plan sponsored by an entity other than the Employer or a Controlled Entity, to proportional subsidies, or to ancillary benefits) of an individual under a qualified defined benefit plan maintained by the Employer or a Controlled Entity increased by (1) prior to January 1, 2002, the aggregate distributions made to such individual from such plan during a five-year period ending on the Determination Date and from and after January 1, 2002, the aggregate distributions made to such individual from such plan (including a terminated plan that, had it not been terminated, would have been aggregated with the Plan under section 416(g)(2)(A)(i) of the Code) during a one-year period (or, in the case of a distribution made for a reason other than separation from service, death, or disability, a five-year period) ending on the Determination Date and (2) the estimated benefit accrued by such individual between such Valuation Date and the Determination Date immediately following such Valuation Date. Solely for the purpose of determining top-heavy status, the Accrued Benefit of an individual shall be determined under (i) the method, if any, that uniformly applies for accrual purposes under all qualified defined benefit plans

maintained by the Employer and the Controlled Entities or (ii) if there is no such method, as if such benefit accrued not more rapidly than under the slowest accrual rate permitted under section 411(b)(1)(C) of the Code.

(c) **Aggregation Group**: The group of qualified plans maintained by the Employer and each Controlled Entity consisting of (1) each plan in which a Key Employee participates and each other plan that enables a plan in which a Key Employee participates to meet the requirements of section 401(a)(4) or 410 of the Code or (2) each plan in which a Key Employee participates, each other plan that enables a plan in which a Key Employee participates to meet the requirements of section 401(a)(4) or 410 of the Code, and any other plan that the Employer elects to include as a part of such group; provided, however, that the Employer may elect to include a plan in such group only if the group will continue to meet the requirements of sections 401(a)(4) and 410 of the Code with such plan being taken into account.

(d) **Assumptions**: The interest rate and mortality assumptions specified for top-heavy status determination purposes in any defined benefit plan included in the Aggregation Group that includes the Plan.

(e) **Determination Date**: For the first Plan Year of any plan, the last day of such Plan Year and for each subsequent Plan Year of such plan, the last day of the preceding Plan Year.

(f) **Key Employee**: A "key employee" as defined in section 416(i) of the Code and the Treasury regulations thereunder.

(g) **Plan Year**: With respect to any plan, the annual accounting period used by such plan for annual reporting purposes.

(h) **Remuneration**: 415 Compensation as defined in Section 10.1(a).

(i) **Valuation Date**: With respect to any Plan Year of any defined contribution plan, the most recent date within the 12-month period ending on a Determination Date as of which the trust fund established under such plan was valued and the net income (or loss) thereof allocated to participants' accounts. With respect to any Plan Year of any defined benefit plan, the most recent date within a 12-month period ending on a Determination Date as of which the plan assets were valued for purposes of computing plan costs for purposes of the requirements imposed under section 412 of the Code.

29.3 Top-Heavy Status. The Plan shall be deemed to be top-heavy for a Plan Year if, as of the Determination Date for such Plan Year, (a) the sum of Account Balances of Participants who are Key Employees exceeds 60% of the sum of Account Balances of all Participants unless an Aggregation Group including the Plan is not top-heavy or (b) an Aggregation Group including the Plan is top-heavy. An Aggregation Group shall be deemed to be top-heavy as of a Determination Date if the sum (computed in accordance with section 416(g)(2)(B) of the Code and the Treasury regulations promulgated thereunder) of (x) the Account Balances of Key Employees under all defined contribution plans included in the Aggregation Group and (y) the

Accrued Benefits of Key Employees under all defined benefit plans included in the Aggregation Group exceeds 60% of the sum of the Account Balances and the Accrued Benefits of all individuals under such plans. Notwithstanding the foregoing, the Account Balances and Accrued Benefits of individuals who are not Key Employees in any Plan Year but who were Key Employees in any prior Plan Year shall not be considered in determining the top-heavy status of the Plan for such Plan Year. Further, notwithstanding the foregoing, the Account Balances and Accrued Benefits of individuals who have not performed services for the Employer or any Controlled Entity at any time during (1) for periods prior to January 1, 2002, the five-year period ending on the applicable Determination Date and (2) for periods from and after January 1, 2002, the one-year period ending on the applicable Determination Date shall not be considered.

29.4 Top-Heavy Vesting Schedule. If the Plan is determined to be top-heavy for a Plan Year, the Vested Interest in the Employer Contribution Account of each Participant who is credited with an Hour of Service during such Plan Year shall be determined in accordance with the following schedule:

Years of Vesting Service	Vested Interest
Less than 3 years	0%
3 years or more	100%

29.5 Top-Heavy Contribution. If the Plan is determined to be top-heavy for a Plan Year, the Employer shall contribute to the Plan for such Plan Year on behalf of each Participant who is not a Key Employee and who has not terminated his employment as of the last day of such Plan Year an amount equal to the lesser of:

(a) 3% of such Participant's Remuneration for such Plan Year or

(b) A percent of such Participant's Remuneration for such Plan Year equal to the greatest percent determined by dividing for each Key Employee the amounts allocated to such Key Employee's Before-Tax Account, Roth Account, and Employer Contribution Account for such Plan Year by such Key Employee's Remuneration.

From and after January 1, 2002, Employer Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of this Section 29.5 and section 416(c)(2) of the Code. The preceding sentence shall apply with respect to Employer Matching Contributions under the Plan or, if the Plan provides that the minimum contribution shall be met in another plan, such other plan. Employer Matching Contributions that are used to satisfy the minimum contribution requirements of this Section 29.5 shall be treated as matching contributions for purposes of the actual contribution percentage test described in Section 6.3 and other requirements of section 401(m) of the Code. Catch-Up Contributions made for a Plan Year pursuant to Article IV shall not be taken into account for purposes of satisfying the minimum contribution requirements of this Section 29.5 and section 416(c)(2) of the Code. The minimum contribution required to be made for a Plan Year pursuant to this Section 29.5 for a Participant employed on the last day of such Plan Year shall be made regardless of whether such Participant is otherwise ineligible to receive an allocation of the Employer's contributions for such Plan Year.

29.6 Plan Aggregation Rules.

(a) No contribution shall be made pursuant to Section 29.5 for a Plan Year with respect to a Participant who is a participant in another defined contribution plan sponsored by the Employer or a Controlled Entity if such Participant receives under such other defined contribution plan (for the plan year of such plan ending with or within the Plan Year of the Plan) a contribution that is equal to or greater than the minimum contribution required by section 416(c)(2) of the Code.

(b) No contribution shall be made pursuant to Section 29.5 for a Plan Year with respect to a Participant who is a participant in a defined benefit plan sponsored by the Employer or a Controlled Entity if such Participant accrues under such defined benefit plan (for the plan year of such plan ending with or within the Plan Year of this Plan) a benefit that is at least equal to the benefit described in section 416(c)(1) of the Code. If the preceding sentence is not applicable, the requirements of this Section 29.6 shall be met by providing a minimum benefit under such defined benefit plan that, when considered with the benefit provided under the Plan as an offset, is at least equal to the benefit described in section 416(c)(1) of the Code.

29.7 Termination of Top-Heavy Status. If the Plan has been deemed to be top-heavy for one or more Plan Years and thereafter ceases to be top-heavy, the provisions of this Article shall cease to apply to the Plan effective as of the Determination Date on which it is determined no longer to be top-heavy. Notwithstanding the foregoing, the Vested Interest of each Participant as of such Determination Date shall not be reduced and, with respect to each Participant who has three or more years of Vesting Service on such Determination Date, the Vested Interest of each such Participant shall continue to be determined in accordance with the schedule set forth in Section 29.4

29.8 Effect of Article. Notwithstanding anything contained herein to the contrary, the provisions of this Article shall automatically become inoperative and of no effect to the extent not required by the Code or the Act.

[*Signature page follows*]

EXECUTED this 28th day of December, 2023

RENTOKIL NORTH AMERICA, INC.

By: Jennifer M. Owens
Printed Name: Jennifer M. Owens
Title: Director, Blacks

APPENDIX A

PARTICIPATING EMPLOYERS

This Appendix A is intended for informational purposes and to provide a list of the participating Employers in the Plan. Notwithstanding anything in this Appendix A to the contrary, Article XXVII of the Plan governs which entities are, and are not, eligible to be participating Employers in the Plan. Thus, for example, an entity may be a participating Employer pursuant to Article XXVII of the Plan, regardless of whether the list in this Appendix A includes such entity.

Effective as of January 1, 2023

Rentokil North America, Inc. (Plan sponsor)
Each lower-tiered Controlled Entity of Rentokil North America, Inc. that is organized under the laws of a state within the United States of America and has Eligible Employees (unless and to the extent such lower-tiered entity has been designated as ineligible to participate in the Plan), which include, without limitation:
Medentex, LLC
The Steritech Group, Inc.
Vector Disease Acquisition, LLC
Solitude Lake Management, LLC
Vector Disease Control International, LLC
Environmental Pest Service, LLC
Arrow Environmental Services, LLC
Bug-Out Acquisition, LLC

Terminix Holdings, LLC and its lower-tiered subsidiaries, including, without limitation, The Terminix Company, LLC, are ***not*** participating Employers in the Plan.

APPENDIX B

EMPLOYER MATCHING CONTRIBUTIONS

The Employer Matching Contributions made pursuant to Sections 6.1 and 6.2 of the Plan shall be determined as set forth below.

All Match Participants: Effective as of January 1, 2023, with respect to each Match Participant, the Employer Matching Contributions for each pay period shall be an amount that equals 50% of the Before-Tax Contributions and Roth Contributions (including Catch-Up Contributions) of such Match Participant that were not in excess of 7% of such Match Participant's Compensation for such pay period. The applicable determination period for purposes of Section 6.2 (relating to true-up Employer Matching Contributions) shall be each pay period.

Employer Matching Contributions are Discretionary for Participants Who are Highly Compensated Employees

Notwithstanding any provision of this Appendix B or the Plan to the contrary, with respect to a Match Participant who is a Highly Compensated Employee for a Plan Year, an Employer Matching Contribution for such Plan Year shall be made only if, and to the extent, the Employer, in its absolute and sole discretion, determines that such Employer Matching Contribution shall be made for such Plan Year. With respect to a Highly Compensated Employee who is eligible to receive an Employer Matching Contribution, the Employer, in its absolute and sole discretion, may reduce such Employer Matching Contribution to an amount equal to a lower percentage (including zero) or a lower limit (including zero) that is set forth above in this Appendix B. By way of illustration, and not limitation, the Employer, in its discretion, may reduce the Employer Matching Contributions for Highly Compensated Employees to an amount (including zero) that would not cause a violation of the nondiscrimination requirements applicable to the Plan.

APPENDIX C

ADDITIONAL PROVISIONS RELATING TO THE RENTOKIL EMPLOYEE MONEY PURCHASE PENSION PLAN

This Appendix C shall apply to Grandfathered Money Purchase Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan. To the extent the provisions of this Appendix C conflict with other provisions of the Plan, this Appendix C shall control.

I. DEFINITIONS

1.1 Definitions. For purposes of this Appendix C, the following definitions shall apply:

(a) **Annuity Starting Date**: With respect to each Grandfathered Money Purchase Participant or a beneficiary of a Grandfathered Money Purchase Participant, the first day of the first period for which an amount is payable to such Grandfathered Money Purchase Participant or beneficiary from the Trust as an annuity or in any other form.

(b) **After-Tax Account**: The portion of a Grandfathered Money Purchase Participant's Account, if any, that is attributable to voluntary contributions made under the Rentokil Employee Money Purchase Pension Plan, including net income (or net loss) credited thereto.

(c) **Eligible Surviving Spouse**: (1) In the case of a Grandfathered Money Purchase Participant who is living on his Annuity Starting Date, the spouse to whom the deceased Grandfathered Money Purchase Participant was married on his Annuity Starting Date, and (2) in the case of a Grandfathered Money Purchase Participant who dies before his Annuity Starting Date, the spouse to whom the deceased Grandfathered Money Purchase Participant was married on the date of his death.

(d) **Grandfathered Accounts**: The portion of a Grandfathered Money Purchase Participant's Accounts that were transferred to the Plan from the Rentokil Employee Money Purchase Pension Plan, including net income (or net loss) credited thereto after such transfer.

(e) **Grandfathered Money Purchase Participant**: An Eligible Employee who was a participant in the Rentokil Employee Money Purchase Pension Plan as of December 31, 2001.

II. PAYMENT OF BENEFITS

2.1 Time and Manner of Payment of Benefits. Except as hereinafter provided, the provisions of the Plan shall apply to Grandfathered Money Purchase Participants with the term Annuity Starting Date substituted for Benefit Commencement Date wherever necessary.

2.2 Determination of Annuity Starting Date. The following Section 16.1 shall apply with respect to Grandfathered Money Purchase Participants in lieu of Section 16.1 of the Plan:

16.1 General Annuity Starting Date. Unless otherwise provided in this Article XVI or Article XVII, a Grandfathered Money Purchase Participant's Annuity Starting Date shall be the date that is as soon as administratively feasible after the date the Grandfathered Money Purchase Participant or his beneficiary becomes entitled to a benefit pursuant to Article XII, XIII, XIV, or XV unless the Grandfathered Money Purchase Participant has been reemployed by the Employer or a Controlled Entity before such potential Annuity Starting Date, but a Grandfathered Money Purchase Participant's Annuity Starting Date shall be no earlier than the expiration of the seven-day period that begins the day after the information required to be provided in order to enable him to elect not to receive his standard form of benefit pursuant to Article XVIII has been furnished to the Grandfathered Money Purchase Participant.

2.3 Required Consent to Immediate Distribution. The following Section 16.2 shall apply with respect to Grandfathered Money Purchase Participants in lieu of Section 16.2 of the Plan:

16.2 Required Consent to Immediate Distribution. Unless a Grandfathered Money Purchase Participant (1) has attained age 62, (2) has died (A) without leaving an Eligible Surviving Spouse or (B) with a valid election in effect not to receive the standard death benefit set forth in Article XVIII, or (3) consents to the immediate distribution described in Section 16.1 (and, if such Grandfathered Money Purchase Participant has an Eligible Surviving Spouse, unless such Eligible Surviving Spouse consents (with such consent being irrevocable) in accordance with the requirements of section 417 of the Code and applicable Treasury regulations thereunder) within the 180-day period ending on the date payment of his benefit hereunder is to commence pursuant to Section 16.1, his Annuity Starting Date shall be deferred to the date that is as soon as administratively feasible after the date the Grandfathered Money Purchase Participant attains (or would have attained) age 62, or such earlier date as the Grandfathered Money Purchase Participant (with the consent of his Eligible Surviving Spouse, if applicable) may elect by written notice to the Committee prior to such date. Consent of the Grandfathered Money Purchase Participant's Eligible Surviving Spouse under this Section shall not be required if the Grandfathered Money Purchase Participant's benefit is to be paid in the form of the standard benefit described in Article XVIII. The Committee shall provide to each Grandfathered Money Purchase Participant information pertinent to his consent no less than 30 days (unless such 30-day period is waived by an affirmative election in accordance with applicable Treasury regulations) and no more than 180 days before his Annuity Starting Date, and the furnished information shall include a general description of the material features of, and an explanation of the relative values of, the alternative forms of benefit available under the Plan and must inform the Grandfathered Money Purchase Participant of his right to defer his Annuity Starting Date and of his Direct Rollover right pursuant to Section 18.7, if applicable. In the case of a married Grandfathered Money Purchase Participant who dies before his Annuity Starting Date without electing not to receive the standard death benefit set forth in Article XVIII, the consent and election set forth in this Section may be made by his Eligible Surviving Spouse.

2.4 **Form of Retirement, Disability, and Termination Benefits**. The following Section 18.1 shall apply with respect to Grandfathered Money Purchase Participants in lieu of Section 18.1 of the Plan:

18.1 Form of Retirement, Disability, and Termination Benefits For Grandfathered Money Purchase Participants.

(a) For purposes of Article XII, XIII or XIV, the standard benefit for any Grandfathered Money Purchase Participant who is married on his Annuity Starting Date shall be a joint and survivor annuity. Such joint and survivor annuity shall be a commercial annuity which is payable for the life of the Grandfathered Money Purchase Participant, with a survivor annuity for the life of the Grandfathered Money Purchase Participant's Eligible Surviving Spouse which shall be one-half (50%) of the amount of the annuity payable during the joint lives of the Grandfathered Money Purchase Participant and the Grandfathered Money Purchase Participant's Eligible Surviving Spouse. The standard benefit for any Grandfathered Money Purchase Participant who is not married on his Annuity Starting Date shall be a commercial annuity that is payable for the life of the Grandfathered Money Purchase Participant.

(b) Any Grandfathered Money Purchase Participant who would otherwise receive the standard benefit may elect not to take his benefit in such form by executing the form prescribed by the Committee for such election during the election period described in Paragraph (c) below. Any election may be revoked and subsequent elections may be made or revoked at any time during such election period. Notwithstanding the foregoing, an election by a married Grandfathered Money Purchase Participant not to receive the standard benefit as provided in Paragraph (a) above shall not be effective unless (1) the Eligible Surviving Spouse has consented thereto in writing (including consent to the specific designated beneficiary to receive payments following the Grandfathered Money Purchase Participant's death or to the specific benefit form elected, which designation or election may not subsequently be changed by the Grandfathered Money Purchase Participant without spousal consent) and such consent acknowledges the effect of such election and is witnessed by a Plan representative (other than the Grandfathered Money Purchase Participant) or a notary public or (2) the consent of such spouse may not be obtained because the Eligible Surviving Spouse cannot be located or because of other circumstances described by applicable Treasury regulations. Any such consent by such Eligible Surviving Spouse shall be irrevocable.

(c) The Committee shall furnish certain information, pertinent to the Paragraph (b) election, to each Grandfathered Money Purchase Participant no less than 30 days (unless such 30-day period is waived by an affirmative election in accordance with applicable Treasury regulations) and no more than 180 days before his Annuity Starting Date. The furnished information shall include an explanation of (1) the terms and conditions of the standard benefit, (2) the Grandfathered Money Purchase Participant's right to elect to waive the standard benefit and the effect of such election, (3) the rights of the Grandfathered Money Purchase Participant's Eligible Surviving Spouse, if any, (4) the right to revoke such election and the effect of such revocation, (5) a general description of the eligibility conditions and other material features of the

alternative forms of benefit available pursuant to Paragraph (d) below, (6) sufficient additional information to explain the relative values of such alternative forms of benefit, and (7) any such other information and statements as may be required under applicable Treasury regulations. The period of time during which a Grandfathered Money Purchase Participant may make or revoke such election shall be the 180-day period ending on such Grandfathered Money Purchase Participant's Annuity Starting Date, provided that such election may also be revoked at any time prior to the expiration of the seven-day period that begins the day after the information required to be furnished pursuant to this Section has been furnished to the Grandfathered Money Purchase Participant.

(d) For purposes of Article XII, XIII, or XIV, the benefit for any Grandfathered Money Purchase Participant who has elected not to receive the standard benefit shall be paid in one or more of the following alternative forms to be selected by the Grandfathered Money Purchase Participant or, in the absence of such selection, by the Committee; provided, however, that the period and method of payment of any such form shall be in compliance with the provisions of section 401(a)(9) of the Code and applicable Treasury regulations thereunder:

(1) One lump sum payment in cash.

(2) Installment payments to the same extent (and subject to the same conditions) that installment payments are available to other Participants in the Plan.

(3) Partial withdrawals to the same extent (and subject to the same conditions) that partial withdrawals are available to other Participants in the Plan, which optional form is available for distributions on or after September 1, 2023, and remains available to a Participant regardless of whether the Participant has elected to commence distributions under the installment payment option.

(4) A 100% joint and survivor annuity for the joint lives of the Grandfathered Money Purchase Participant and his spouse, which alternative joint and survivor annuity shall be equal in value to the automatic 50% joint and survivor annuity.

(5) A 75% joint and survivor annuity as described in Paragraph (f) below.

(6) An annuity that is payable for the life of the Grandfathered Money Purchase Participant.

(e) If a Grandfathered Money Purchase Participant, who terminated his employment under such circumstances that he was entitled to a benefit pursuant to Article XII, XIII or XIV, dies prior to his Annuity Starting Date, the amount of the benefit to which he was entitled shall be paid pursuant to Section 18.2 just as if such Grandfathered Money Purchase Participant had died while employed by the Employer except that his Vested Interest shall be determined pursuant to Article XII, XIII, or XIV, whichever is applicable.

(f) Notwithstanding any provision in Article XVIII to the contrary, and in accordance with section 1004 of the Pension Protection Act of 2006, the benefit for any Grandfathered Money Purchase Participant who has elected not to receive the standard benefit may, at the proper election of the Grandfathered Money Purchase Participant, be paid as a joint and survivor annuity payable for the life of the Grandfathered Money Purchase Participant, with a survivor annuity for the life of the Grandfathered Money Purchase Participant's Eligible Surviving Spouse which shall be 75% of the amount of the annuity payable during the joint lives of the Grandfathered Money Purchase Participant and the Grandfathered Money Purchase Participant's Eligible Surviving Spouse. This alternative "qualified optional survivor annuity" shall be the actuarial equivalent of a single life annuity for the life of the Grandfathered Money Purchase Participant. An election by a married Grandfathered Money Purchase Participant to receive this alternative qualified optional survivor annuity shall not be effective unless the Eligible Surviving Spouse has consented thereto in writing (if and to the extent required by applicable law). To the extent required by law, the information furnished to a Grandfathered Money Purchase Participant under Paragraph (c) of this Section shall include an explanation of the alternative qualified optional survivor annuity. This Paragraph (f) is effective with respect to distributions for a Grandfathered Money Purchase Participant with an Annuity Starting Date that begins on or after January 1, 2008. This Paragraph (f) is intended to comply with section 1004 of the Pension Protection Act of 2006, and will be interpreted, construed and limited in accordance with such intent.

2.5 **Form of Death Benefits**. The following Section 18.2 shall apply with respect to Grandfathered Money Purchase Participants in lieu of Section 18.2 of the Plan:

18.2 Form of Death Benefits for Grandfathered Money Purchase Participants.

(a) For purposes of Article XV, the standard death benefit for a deceased Grandfathered Money Purchase Participant who leaves an Eligible Surviving Spouse shall be a survivor annuity. Such survivor annuity shall be a commercial annuity which is payable for the life of such Eligible Surviving Spouse.

(b) Any Grandfathered Money Purchase Participant who would otherwise have his death benefit paid in the standard survivor annuity form may elect not to have his benefit paid in such form by executing the form prescribed by the Committee and filing such form with the Committee, designating a primary beneficiary other than his Eligible Surviving Spouse or electing some form of payment other than a survivor annuity. Any election may be revoked and subsequent elections may be made or revoked at any time prior to a Grandfathered Money Purchase Participant's date of death.

(c) Paragraph (b) above to the contrary notwithstanding:

(1) An election not to have the death benefit paid in the standard survivor annuity form as provided in Paragraph (a) above shall not be effective unless (A) the Eligible Surviving Spouse has consented thereto in writing and such consent (i) acknowledges the effect of such election, (ii) either consents to the specific designated

beneficiary (which designation may not subsequently be changed by the Grandfathered Money Purchase Participant without spousal consent) or expressly permits such designation by the Grandfathered Money Purchase Participant without the requirement of further consent by the spouse, and (iii) is witnessed by a Plan representative (other than the Grandfathered Money Purchase Participant) or a notary public, or (B) the consent of such spouse cannot be obtained because the Eligible Surviving Spouse cannot be located or because of other circumstances described by applicable Treasury regulations. Any such consent by such Eligible Surviving Spouse shall be irrevocable.

(2) An election not to have the death benefit paid in the standard survivor annuity form may be made before the first day of the Plan Year in which a Grandfathered Money Purchase Participant attains the age of 35 only (A) after the Grandfathered Money Purchase Participant separates from service and only with respect to benefits accrued under the Plan before the date of such separation, or (B) in the case of a Grandfathered Money Purchase Participant who has not separated from service, if the Grandfathered Money Purchase Participant has been furnished the information described in Paragraph (d), with such election to become invalid upon the first day of the Plan Year in which the Grandfathered Money Purchase Participant attains the age of 35, whereupon a new election may be made by such Grandfathered Money Purchase Participant.

(d) The Committee shall furnish certain information, pertinent to the Paragraph (b) election, to each Grandfathered Money Purchase Participant within the period beginning with the first day of the Plan Year in which he attains the age of 32 (but no earlier than the date such Grandfathered Money Purchase Participant begins participation in the Plan) and ending with the later of (1) the last day of the Plan Year preceding the Plan Year in which the Grandfathered Money Purchase Participant attains the age of 35 or (2) a reasonable time after the Employee becomes a Grandfathered Money Purchase Participant. If a Grandfathered Money Purchase Participant separates from service before attaining age 35, such information shall be furnished to such Grandfathered Money Purchase Participant within the period beginning one year before the Grandfathered Money Purchase Participant separates from service and ending one year after such separation. Such information shall also be furnished to a Grandfathered Money Purchase Participant who has not attained the age of 35 or terminated employment, within a reasonable time after written request by such Grandfathered Money Purchase Participant. The furnished information shall include an explanation of (1) the terms and conditions of the survivor annuity, (2) the Grandfathered Money Purchase Participant's right to elect to waive the survivor annuity and the effect of such election, (3) the rights of the Grandfathered Money Purchase Participant's Eligible Surviving Spouse, (4) the right to revoke such election and the effect of such revocation, (5) a general description of the eligibility conditions and other material features of the alternative forms of benefit available pursuant to Paragraph (f) below, (6) sufficient additional information to explain the relative value of such alternative forms of benefit, and (7) such other information and statements as may be required under applicable Treasury regulations.

(e) In the event a survivor annuity is to be paid to a Grandfathered Money Purchase Participant's Eligible Surviving Spouse, such Eligible Surviving Spouse may

elect to receive the benefit in one of the alternative forms set forth in Section 18.2(f). Within a reasonable time after written request by such Eligible Surviving Spouse, the Committee shall provide to such Eligible Surviving Spouse a written explanation of such survivor annuity form and the alternative forms of payment which may be selected along with the financial effect of each such form.

(f) For purposes of Article XV, the death benefit for a deceased Grandfathered Money Purchase Participant who is not survived by an Eligible Surviving Spouse or who has elected not to have his death benefit paid in the standard survivor annuity form set forth in Section 18.2(a) shall be paid to his designated beneficiary in one or more of the following alternative forms to be selected by such beneficiary or, in the absence of such selection, by the Committee; provided, however, that the period and method of payment of any such form shall be in compliance with the provisions of section 401(a)(9) of the Code and applicable Treasury regulations thereunder:

(1) One lump sum payment in cash.

(2) Installment payments to the same extent (and subject to the same conditions) that installment payments are available to Participants in the Plan (but subject to the applicable required minimum distribution rules for beneficiaries of a deceased participant).

(3) Partial withdrawals to the same extent (and subject to the same conditions) that partial withdrawals are available to Participants in the Plan, which optional form is available for distributions on or after September 1, 2023, and remains available to such beneficiary regardless of whether the beneficiary has elected to commence distributions under the installment payment option (but subject to the applicable required minimum distribution rules for beneficiaries of a deceased participant).

(g) If any beneficiary designated by a Grandfathered Money Purchase Participant does not survive the Grandfathered Money Purchase Participant, the interest of such beneficiary shall vest in the designated beneficiary or beneficiaries who do survive the Grandfathered Money Purchase Participant, if any, but if no designated beneficiary survives the Grandfathered Money Purchase Participant or if no beneficiary designation is on file with the Committee at the time of the death of the Grandfathered Money Purchase Participant or such designation is not effective for any reason as determined by the Committee, then the default designated beneficiary or beneficiaries to receive the Grandfathered Money Purchase Participant's benefit hereunder shall be as follows:

(1) If a Grandfathered Money Purchase Participant leaves an Eligible Surviving Spouse, his default designated beneficiary shall be such Eligible Surviving Spouse; and

(2) If a Grandfathered Money Purchase Participant leaves no Eligible Surviving Spouse, his default designated beneficiary shall be such Grandfathered Money Purchase Participant's estate.

2.6 **Withdrawal Rights from After-Tax Account**. Notwithstanding any Plan provision to the contrary, a Grandfathered Money Purchase Participant may withdraw the amounts held in his After-Tax Account, if any, as permitted under the Rentokil Employee Money Purchase Pension Plan and in a manner consistent with the provisions of Article XX of the Plan and with the provisions of this Appendix C, including, without limitation, all notice and consent requirements described herein.

2.7 **Distribution Restriction**. Notwithstanding any provision of the Plan to the contrary and except as provided in Section 2.6 of this Appendix C, to the extent that any optional form of benefit under the Plan permits a distribution prior to a Grandfathered Money Purchase Participant's retirement, death, disability, or severance from employment, and prior to Plan termination, the optional form of benefit shall not be available with respect to benefits attributable to the Grandfathered Accounts of Grandfathered Money Purchase Participants.

APPENDIX D

ADDITIONAL PROVISIONS RELATING TO THE WESTERN EXTERMINATOR COMPANY EMPLOYEES' 401(k) PROFIT SHARING PLAN

This Appendix D shall apply to the Grandfathered Western Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan. To the extent the provisions of this Appendix D conflict with other provisions of the Plan, this Appendix D shall control.

1. **Definitions**. For purposes of this Appendix D, the following definitions shall apply:

(a) **Annuity Starting Date**: With respect to each Grandfathered Western Money Purchase Participant or a beneficiary of a Grandfathered Western Money Purchase Participant, the first day of the first period for which an amount is payable to such Grandfathered Western Money Purchase Participant or beneficiary from the Trust as an annuity or in any other form.

(b) **Eligible Surviving Spouse**: (1) In the case of a Grandfathered Western Money Purchase Participant who is living on his Annuity Starting Date, the spouse to whom the deceased Grandfathered Western Money Purchase Participant was married on his Annuity Starting Date, and (2) in the case of a Grandfathered Western Money Purchase Participant who dies before his Annuity Starting Date, the spouse to whom the deceased Grandfathered Western Money Purchase Participant was married on the date of his death.

(c) **Grandfathered Western Money Purchase Accounts**: The entire balance of all of a Grandfathered Western Money Purchase Participant's accounts that were transferred to the Plan from the Western Plan, including net income (or net loss) credited thereto after such transfer.

(d) **Grandfathered Western Money Purchase Participant**: A Grandfathered Western Participant whose account balance under the Western Plan as of the Western Plan Merger Date included amounts attributable to money purchase pension plan contributions.

(e) **Grandfathered Western Participant**: A Participant who was a participant in the Western Plan on December 31, 2013 immediately prior to the effective time of the merger of the Western Plan with and into the Plan.

(f) **Western Plan**: The Western Exterminator Company Employees' 401(k) Profit Sharing Plan.

(g) **Western Plan Merger Date**: The first moment of January 1, 2014.

2. **Qualified Reservist Distribution**. Qualified Reservist Distributions were previously provided as a protected benefit for qualifying Grandfathered Western Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.4 of the Plan).

3. Deemed Severance from Employment Related to Qualified Military Service. Deemed severance distributions for uniformed service were previously provided as a protected benefit for qualifying Grandfathered Western Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.5 of the Plan).

4. Payment of Benefits for Grandfathered Western Money Purchase Participants.

A. Time and Manner of Payment of Benefits. Except as hereinafter provided, with respect to Grandfathered Western Money Purchase Accounts, the provisions of the Plan shall apply to Grandfathered Western Money Purchase Participants with the term Annuity Starting Date substituted for Benefit Commencement Date wherever necessary.

B. Determination of Annuity Starting Date. The following Section 16.1 shall apply with respect to the Grandfathered Western Money Purchase Accounts of Grandfathered Western Money Purchase Participants in lieu of Section 16.1 of the Plan:

> **16.1 General Annuity Starting Date**. Unless otherwise provided in this Article XVI or Article XVII, with respect to Grandfathered Western Money Purchase Accounts, a Grandfathered Western Money Purchase Participant's Annuity Starting Date shall be the date that is as soon as administratively feasible after the date the Grandfathered Western Money Purchase Participant or his beneficiary becomes entitled to a benefit pursuant to Article XII, XIII, XIV, or XV unless the Grandfathered Western Money Purchase Participant has been reemployed by the Employer or a Controlled Entity before such potential Annuity Starting Date, but a Grandfathered Western Money Purchase Participant's Annuity Starting Date shall be no earlier than the expiration of the seven-day period that begins the day after the information required to be provided in order to enable him to elect not to receive his standard form of benefit pursuant to Article XVIII has been furnished to the Grandfathered Western Money Purchase Participant.

C. Required Consent to Immediate Distribution. The following Section 16.2 shall apply with respect to the Grandfathered Western Money Purchase Accounts of Grandfathered Western Money Purchase Participants in lieu of Section 16.2 of the Plan:

> **16.2 Required Consent to Immediate Distribution**. With respect to Grandfathered Western Money Purchase Accounts, unless a Grandfathered Western Money Purchase Participant (1) has attained age 62, (2) has died (A) without leaving an Eligible Surviving Spouse or (B) with a valid election in effect not to receive the standard death benefit set forth in Article XVIII, or (3) consents to the immediate distribution described in Section 16.1 (and, if such Grandfathered Western Money Purchase Participant has an Eligible Surviving Spouse, unless such Eligible Surviving Spouse consents (with such consent being irrevocable) in accordance with the requirements of section 417 of the Code and applicable Treasury regulations thereunder) within the 180-day period ending on the date payment of his benefit hereunder is to commence pursuant to Section 16.1, his Annuity Starting Date shall be deferred to the date that is as soon as administratively feasible after the date the Grandfathered Western Money Purchase Participant attains (or would have attained) age 62, or such earlier date as the Grandfathered Western Money Purchase Participant (with the consent of his Eligible Surviving Spouse, if applicable) may elect by

written notice to the Committee prior to such date. Consent of the Grandfathered Western Money Purchase Participant's Eligible Surviving Spouse under this Section shall not be required if the Grandfathered Western Money Purchase Participant's benefit is to be paid in the form of the standard benefit described in Article XVIII. The Committee shall provide to each Grandfathered Western Money Purchase Participant information pertinent to his consent no less than 30 days (unless such 30-day period is waived by an affirmative election in accordance with applicable Treasury regulations) and no more than 180 days before his Annuity Starting Date, and the furnished information shall include a general description of the material features of, and an explanation of the relative values of, the alternative forms of benefit available under the Plan and must inform the Grandfathered Western Money Purchase Participant of his right to defer his Annuity Starting Date and of his Direct Rollover right pursuant to Section 18.7, if applicable. In the case of a married Grandfathered Western Money Purchase Participant who dies before his Annuity Starting Date without electing not to receive the standard death benefit set forth in Article XVIII, the consent and election set forth in this Section may be made by his Eligible Surviving Spouse.

D. Form of Retirement, Disability, and Termination Benefits. The following Section 18.1 shall apply with respect to the Grandfathered Western Money Purchase Accounts of Grandfathered Western Money Purchase Participants in lieu of Section 18.1 of the Plan:

18.1 Form of Retirement, Disability, and Termination Benefits For Grandfathered Western Money Purchase Participants.

(a) For purposes of Article XII, XIII or XIV, with respect to Grandfathered Western Money Purchase Accounts, the standard benefit for any Grandfathered Western Money Purchase Participant who is married on his Annuity Starting Date shall be a joint and survivor annuity. Such joint and survivor annuity shall be a commercial annuity which is payable for the life of the Grandfathered Western Money Purchase Participant, with a survivor annuity for the life of the Grandfathered Western Money Purchase Participant's Eligible Surviving Spouse which shall be one-half (50%) of the amount of the annuity payable during the joint lives of the Grandfathered Western Money Purchase Participant and the Grandfathered Western Money Purchase Participant's Eligible Surviving Spouse. The standard benefit for any Grandfathered Western Money Purchase Participant who is not married on his Annuity Starting Date shall be a commercial annuity that is payable for the life of the Grandfathered Western Money Purchase Participant.

(b) Any Grandfathered Western Money Purchase Participant who would otherwise receive the standard benefit may elect not to take his benefit in such form by executing the form prescribed by the Committee for such election during the election period described in Paragraph (c) below. Any election may be revoked and subsequent elections may be made or revoked at any time during such election period. Notwithstanding the foregoing, an election by a married Grandfathered Western Money Purchase Participant not to receive the standard benefit as provided in Paragraph (a) above shall not be effective unless (1) the Eligible Surviving Spouse has consented thereto in writing (including consent to the specific designated beneficiary to receive

payments following the Grandfathered Western Money Purchase Participant's death or to the specific benefit form elected, which designation or election may not subsequently be changed by the Grandfathered Western Money Purchase Participant without spousal consent) and such consent acknowledges the effect of such election and is witnessed by a Plan representative (other than the Grandfathered Western Money Purchase Participant) or a notary public or (2) the consent of such spouse may not be obtained because the Eligible Surviving Spouse cannot be located or because of other circumstances described by applicable Treasury regulations. Any such consent by such Eligible Surviving Spouse shall be irrevocable.

(c) The Committee shall furnish certain information, pertinent to the Paragraph (b) election, to each Grandfathered Western Money Purchase Participant no less than 30 days (unless such 30-day period is waived by an affirmative election in accordance with applicable Treasury regulations) and no more than 180 days before his Annuity Starting Date. The furnished information shall include an explanation of (1) the terms and conditions of the standard benefit, (2) the Grandfathered Western Money Purchase Participant's right to elect to waive the standard benefit and the effect of such election, (3) the rights of the Grandfathered Western Money Purchase Participant's Eligible Surviving Spouse, if any, (4) the right to revoke such election and the effect of such revocation, (5) a general description of the eligibility conditions and other material features of the alternative forms of benefit available pursuant to Paragraph (d) below, (6) sufficient additional information to explain the relative values of such alternative forms of benefit, and (7) any such other information and statements as may be required under applicable Treasury regulations. The period of time during which a Grandfathered Western Money Purchase Participant may make or revoke such election shall be the 180-day period ending on such Grandfathered Western Money Purchase Participant's Annuity Starting Date, provided that such election may also be revoked at any time prior to the expiration of the seven-day period that begins the day after the information required to be furnished pursuant to this Section has been furnished to the Grandfathered Western Money Purchase Participant.

(d) For purposes of Article XII, XIII, or XIV, with respect to Grandfathered Western Money Purchase Accounts, the benefit for any Grandfathered Western Money Purchase Participant who has elected not to receive the standard benefit shall be paid in one or more of the following alternative forms to be selected by the Grandfathered Western Money Purchase Participant or, in the absence of such selection, by the Committee; provided, however, that the period and method of payment of any such form shall be in compliance with the provisions of section 401(a)(9) of the Code and applicable Treasury regulations thereunder:

(1) One lump sum payment in cash.

(2) Installment payments to the same extent (and subject to the same conditions) that installment payments are available to other Participants in the Plan.

(3) Partial withdrawals to the same extent (and subject to the same conditions) that partial withdrawals are available to other Participants in the Plan, which optional form is available for distributions on or after September 1, 2023, and remains available to a Participant regardless of whether the Participant has elected to commence distributions under the installment payment option.

(4) A 100% joint and survivor annuity for the joint lives of the Grandfathered Western Money Purchase Participant and his spouse, which alternative joint and survivor annuity shall be equal in value to the automatic 50% joint and survivor annuity.

(5) A 75% joint and survivor annuity as described in Paragraph (f) below.

(6) An annuity that is payable for the life of the Grandfathered Western Money Purchase Participant.

(e) If a Grandfathered Western Money Purchase Participant, who terminated his employment under such circumstances that he was entitled to a benefit pursuant to Article XII, XIII or XIV, dies prior to his Annuity Starting Date, the amount of the benefit to which he was entitled shall be paid pursuant to Section 18.2 just as if such Grandfathered Western Money Purchase Participant had died while employed by the Employer except that his Vested Interest shall be determined pursuant to Article XII, XIII, or XIV, whichever is applicable.

(f) Notwithstanding any provision in Article XVIII to the contrary, with respect to Grandfathered Western Money Purchase Accounts and in accordance with section 1004 of the Pension Protection Act of 2006, the benefit for any Grandfathered Western Money Purchase Participant who has elected not to receive the standard benefit may, at the proper election of the Grandfathered Western Money Purchase Participant, be paid as a joint and survivor annuity payable for the life of the Grandfathered Western Money Purchase Participant, with a survivor annuity for the life of the Grandfathered Western Money Purchase Participant's Eligible Surviving Spouse which shall be 75% of the amount of the annuity payable during the joint lives of the Grandfathered Western Money Purchase Participant and the Grandfathered Western Money Purchase Participant's Eligible Surviving Spouse. This alternative "qualified optional survivor annuity" shall be the actuarial equivalent of a single life annuity for the life of the Grandfathered Western Money Purchase Participant. An election by a married Grandfathered Western Money Purchase Participant to receive this alternative qualified optional survivor annuity shall not be effective unless the Eligible Surviving Spouse has consented thereto in writing (if and to the extent required by applicable law). To the extent required by law, the information furnished to a Grandfathered Western Money Purchase Participant under Paragraph (c) of this Section shall include an explanation of the alternative qualified optional survivor annuity. This Paragraph (f) is intended to comply with section 1004 of the Pension Protection Act of 2006, and will be interpreted, construed and limited in accordance with such intent.

E. Form of Death Benefits. The following Section 18.2 shall apply with respect to the Grandfathered Western Money Purchase Accounts of Grandfathered Western Money Purchase Participants in lieu of Section 18.2 of the Plan:

18.2 Form of Death Benefits for Grandfathered Western Money Purchase Participants.

(a) For purposes of Article XV, with respect to Grandfathered Western Money Purchase Accounts, the standard death benefit for a deceased Grandfathered Western Money Purchase Participant who leaves an Eligible Surviving Spouse shall be a survivor annuity. Such survivor annuity shall be a commercial annuity which is payable for the life of such Eligible Surviving Spouse.

(b) Any Grandfathered Western Money Purchase Participant who would otherwise have his death benefit paid in the standard survivor annuity form may elect not to have his benefit paid in such form by executing the form prescribed by the Committee and filing such form with the Committee, designating a primary beneficiary other than his Eligible Surviving Spouse or electing some form of payment other than a survivor annuity. Any election may be revoked and subsequent elections may be made or revoked at any time prior to a Grandfathered Western Money Purchase Participant's date of death.

(c) Paragraph (b) above to the contrary notwithstanding:

(1) An election not to have the death benefit paid in the standard survivor annuity form as provided in Paragraph (a) above shall not be effective unless (A) the Eligible Surviving Spouse has consented thereto in writing and such consent (i) acknowledges the effect of such election, (ii) either consents to the specific designated beneficiary (which designation may not subsequently be changed by the Grandfathered Western Money Purchase Participant without spousal consent) or expressly permits such designation by the Grandfathered Western Money Purchase Participant without the requirement of further consent by the spouse, and (iii) is witnessed by a Plan representative (other than the Grandfathered Western Money Purchase Participant) or a notary public, or (B) the consent of such spouse cannot be obtained because the Eligible Surviving Spouse cannot be located or because of other circumstances described by applicable Treasury regulations. Any such consent by such Eligible Surviving Spouse shall be irrevocable.

(2) An election not to have the death benefit paid in the standard survivor annuity form may be made before the first day of the Plan Year in which a Grandfathered Western Money Purchase Participant attains the age of 35 only (A) after the Grandfathered Western Money Purchase Participant separates from service and only with respect to benefits accrued under the Plan before the date of such separation, or (B) in the case of a Grandfathered Western Money Purchase Participant who has not separated from service, if the Grandfathered Western Money Purchase Participant has been furnished the information described in Paragraph (d), with such election to become invalid upon the first day of the Plan Year in which the Grandfathered Western Money

Purchase Participant attains the age of 35, whereupon a new election may be made by such Grandfathered Western Money Purchase Participant.

(d) The Committee shall furnish certain information, pertinent to the Paragraph (b) election, to each Grandfathered Western Money Purchase Participant within the period beginning with the first day of the Plan Year in which he attains the age of 32 (but no earlier than the date such Grandfathered Western Money Purchase Participant begins participation in the Plan) and ending with the later of (1) the last day of the Plan Year preceding the Plan Year in which the Grandfathered Western Money Purchase Participant attains the age of 35 or (2) a reasonable time after the Employee becomes a Grandfathered Western Money Purchase Participant. If a Grandfathered Western Money Purchase Participant separates from service before attaining age 35, such information shall be furnished to such Grandfathered Western Money Purchase Participant within the period beginning one year before the Grandfathered Western Money Purchase Participant separates from service and ending one year after such separation. Such information shall also be furnished to a Grandfathered Western Money Purchase Participant who has not attained the age of 35 or terminated employment, within a reasonable time after written request by such Grandfathered Western Money Purchase Participant. The furnished information shall include an explanation of (1) the terms and conditions of the survivor annuity, (2) the Grandfathered Western Money Purchase Participant's right to elect to waive the survivor annuity and the effect of such election, (3) the rights of the Grandfathered Western Money Purchase Participant's Eligible Surviving Spouse, (4) the right to revoke such election and the effect of such revocation, (5) a general description of the eligibility conditions and other material features of the alternative forms of benefit available pursuant to Paragraph (f) below, (6) sufficient additional information to explain the relative value of such alternative forms of benefit, and (7) such other information and statements as may be required under applicable Treasury regulations.

(e) In the event a survivor annuity is to be paid to a Grandfathered Western Money Purchase Participant's Eligible Surviving Spouse, such Eligible Surviving Spouse may elect to receive the benefit in one of the alternative forms set forth in Section 18.2(f). Within a reasonable time after written request by such Eligible Surviving Spouse, the Committee shall provide to such Eligible Surviving Spouse a written explanation of such survivor annuity form and the alternative forms of payment which may be selected along with the financial effect of each such form.

(f) For purposes of Article XV, the death benefit for a deceased Grandfathered Western Money Purchase Participant who is not survived by an Eligible Surviving Spouse or who has elected not to have his death benefit paid in the standard survivor annuity form set forth in Section 18.2(a) shall be paid to his designated beneficiary in one or more of the following alternative forms to be selected by such beneficiary or, in the absence of such selection, by the Committee; provided, however, that the period and method of payment of any such form shall be in compliance with the provisions of section 401(a)(9) of the Code and applicable Treasury regulations thereunder:

(1) One lump sum payment in cash.

(2) Installment payments to the same extent (and subject to the same conditions) that installment payments are available to Participants in the Plan (but subject to the applicable required minimum distribution rules for beneficiaries of a deceased participant).

(3) Partial withdrawals to the same extent (and subject to the same conditions) that partial withdrawals are available to Participants in the Plan, which optional form is available for distributions on or after September 1, 2023, and remains available to such beneficiary regardless of whether the beneficiary has elected to commence distributions under the installment payment option (but subject to the applicable required minimum distribution rules for beneficiaries of a deceased participant).

(g) If any beneficiary designated by a Grandfathered Western Money Purchase Participant does not survive the Grandfathered Western Money Purchase Participant, the interest of such beneficiary shall vest in the designated beneficiary or beneficiaries who do survive the Grandfathered Western Money Purchase Participant, if any, but if no designated beneficiary survives the Grandfathered Western Money Purchase Participant or if no beneficiary designation is on file with the Committee at the time of the death of the Grandfathered Western Money Purchase Participant or such designation is not effective for any reason as determined by the Committee, then the default designated beneficiary or beneficiaries to receive the Grandfathered Western Money Purchase Participant's benefit hereunder shall be as follows:

(1) If a Grandfathered Western Money Purchase Participant leaves an Eligible Surviving Spouse, his default designated beneficiary shall be such Eligible Surviving Spouse; and

(2) If a Grandfathered Western Money Purchase Participant leaves no Eligible Surviving Spouse, his default designated beneficiary shall be such Grandfathered Western Money Purchase Participant's estate.

F. **Distribution Restriction**. Notwithstanding any provision of the Plan to the contrary, to the extent that any optional form of benefit under the Plan permits a distribution prior to a Grandfathered Western Money Purchase Participant's retirement, death, disability, or severance from employment, and prior to Plan termination, and to the extent required to ensure compliance with applicable law, the optional form of benefit shall not be available with respect to benefits attributable to the Grandfathered Western Money Purchase Accounts of Grandfathered Western Money Purchase Participants.

APPENDIX E

ADDITIONAL PROVISIONS RELATING TO OTHER PROTECTED BENEFITS

The purpose of this Appendix E is to preserve certain other protected benefits that are required by applicable law to be retained for certain Participants who participated in specific Merged Plans (and that are in addition to the protected benefits described in Appendix C and Appendix D relating to certain money purchase pension plan accounts). Section 14.5 of the Plan describes immediate vesting provisions for certain Merged Plans that are not duplicated in this Appendix E. To the extent the provisions of this Appendix E conflict with other provisions of the Plan, this Appendix E shall control. This Appendix E addresses the following Merged Plans:

I. Twin Towers 401(k) Plan

II. Video Master, Inc. Retirement Profit Sharing Plan

III. Gold Seal Termite & Pest Control Company 401(k) Plan

IV. Buffalo Exterminating Company, Inc. Profit Sharing 401(k) Plan

V. Andex Co. 401(k) Plan

VI. The Steritech Group, Inc. 401(k) Plan

VII. Residex, LLC Retirement Savings Plan

VIII. Connor's Termite and Pest Control, Inc. Profit Sharing Plan

IX. Vector Disease Acquisition, LLC 401(k) Plan

X. The Hitmen 401(k) Plan

XI. J.P. Pest Services LLC 401(k) Profit Sharing Plan

I. ADDITIONAL PROVISIONS RELATING TO TWIN TOWERS 401(K) PLAN

This Section I of Appendix E shall apply to Grandfathered Twin Towers Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section I of Appendix E, the following definitions shall apply:

(a) **Twin Towers Plan**: The Twin Towers 401(k) Plan.

(b) **Twin Towers Plan Merger Date**: December 31, 2004.

(c) **Grandfathered Twin Towers Participant**: A Participant who was a participant in the Twin Towers Plan on December 31, 2004 immediately prior to the effective time of the merger of the Twin Towers Plan with and into the Plan.

2. **Additional Time for Receiving Benefit Payment on Account of Disability**. A Grandfathered Twin Towers Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to receive a benefit payment as a result of such Participant ceasing to be an active Employee as a result of a "Disability" (as defined in this Subsection 2 of this Section I of Appendix E) with respect to his or her account balance transferred from the Twin Towers Plan (adjusted for earnings and losses allocable thereto), which timing option was provided by the terms of the Twin Towers Plan as it existed immediately prior to the Twin Towers Plan Merger Date. Except as may otherwise be required by applicable law, a distribution pursuant to this Subsection 2 shall otherwise be paid in the form and manner provided by the applicable terms and provisions of the Plan.

For purposes of this Subsection 2, "**Disability**" means an illness or injury of a potentially permanent nature, expected to last for a continuous period of not less than 12 months or can be expected to result in death, certified by a physician selected by or satisfactory to the Employer, which prevents the Participant from engaging in any occupation for wage or profit for which the Employee is reasonably fitted by training, education, or experience. The foregoing definition is the definition set forth in the Twin Towers Plan as it existed immediately prior to the Twin Towers Plan Merger Date.

II. ADDITIONAL PROVISIONS RELATING TO VIDEO MASTER, INC. RETIREMENT PROFIT SHARING PLAN

This Section II of Appendix E shall apply to Grandfathered Video Master Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section II of Appendix E, the following definitions shall apply:

(a) **Video Master Plan**: The Video Master, Inc. Retirement Profit Sharing Plan.

(b) **Video Master Plan Merger Date**: April 1, 2006.

(c) **Grandfathered Video Master Participant**: A Participant who was a participant in the Video Master Plan on March 31, 2006 immediately prior to the effective time of the merger of the Video Master Plan with and into the Plan.

2. **Additional Time for Receiving Benefit Payment on Account of Disability**. A Grandfathered Video Master Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to receive a benefit payment from the portion of his or her account balance transferred from the Video Master Plan attributable to deferral contributions (adjusted for earnings and losses allocable thereto) as a result of such Participant incurring a "Disability" (as defined below in this Subsection 2 of this Section II of Appendix E), which timing option was provided by the terms of the Video Master Plan as it existed immediately prior to the Video Master Plan Merger Date. Except as may otherwise be required by applicable law, a distribution pursuant to this Subsection 2 shall otherwise be paid in the form and manner provided by the applicable terms and provisions of the Plan.

For purposes of this Subsection 2, "**Disability**" means the Participant, because of a physical or mental disability, will be unable to perform the duties of his/her customary position of employment (or is unable to engage in any substantial gainful activity) for an indefinite period which the Plan Administrator considers will be of long continued duration. A Participant is also disabled if he/she incurs the permanent loss or loss of use of a member or function of the body, or is permanently disfigured, and incurs a separation from service. A Participant is disabled on the date the Plan Administrator determines the Participant satisfies the definition of Disability. The Plan Administrator may require a Participant to submit to a physical examination in order to confirm Disability. The foregoing definition is the definition of "Disability" set forth in the Video Master Plan as it existed immediately prior to the Video Master Plan Merger Date.

III. ADDITIONAL PROVISIONS RELATING TO GOLD SEAL TERMITE & PEST CONTROL COMPANY 401(K) PLAN

This Section III of Appendix E shall apply to the Grandfathered Gold Seal Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section III of Appendix E, the following definitions shall apply:

(a) **Gold Seal Plan**: The Gold Seal Termite & Pest Control Company 401(k) Plan.

(b) **Gold Seal Plan Merger Date**: The first moment of January 1, 2015.

(c) **Grandfathered Gold Seal Participant**: A Participant who was a participant in the Gold Seal Plan on December 31, 2014 immediately prior to the effective time of the merger of the Gold Seal Plan with and into the Plan.

2. **Additional Time for Receiving Benefit on Account of Total and Permanent Disability**. A Grandfathered Gold Seal Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to receive a benefit payment as a result of such Participant's Total and Permanent Disability (as defined below in this Subsection 2 of this Section III of Appendix E) with respect to his or her account balance transferred from the Gold Seal Plan (adjusted for earnings and losses allocable thereto), which timing option was provided by the terms of the Gold Seal Plan as it existed immediately prior to the Gold Seal Plan Merger Date. Except as may otherwise be required by applicable law, a distribution pursuant to this Subsection 2 shall otherwise be paid in the form and manner provided by the applicable terms and provisions of the Plan.

For purposes of this Subsection 2, "**Total and Permanent Disability**" means, as determined by a licensed physician, the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; provided, however, that if the condition constitutes total disability under the federal Social Security Acts, the Committee may rely upon such determination that the Grandfathered Gold Seal Participant's condition meets the definition of Total and Permanent Disability. The foregoing definition is the definition set forth in the Gold Seal Plan as it existed immediately prior to the Gold Seal Plan Merger Date.

3. **Qualified Reservist Distribution**. Qualified Reservist Distributions were previously provided as a protected benefit for qualifying Grandfathered Gold Seal Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.4 of the Plan).

4. **Deemed Severance from Employment Related to Qualified Military Service**. Deemed severance distributions for uniformed service were previously provided as a protected benefit for qualifying Grandfathered Gold Seal Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.5 of the Plan).

IV. ADDITIONAL PROVISIONS RELATING TO BUFFALO EXTERMINATING COMPANY, INC. PROFIT SHARING 401(K) PLAN

This Section IV of Appendix E shall apply to the Grandfathered Buffalo Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section IV of Appendix E, the following definitions shall apply:

(a) **Buffalo Plan**: The Buffalo Exterminating Company, Inc. Profit Sharing 401(k) Plan.

(b) **Buffalo Plan Merger Date**: The first moment of January 1, 2016.

(c) **Grandfathered Buffalo Participant**: A Participant who was a participant in the Buffalo Plan on December 31, 2015 immediately prior to the effective time of the merger of the Buffalo Plan with and into the Plan.

2. **Deemed Severance from Employment Related to Qualified Military Service**. Deemed severance distributions for uniformed service were previously provided as a protected benefit for qualifying Grandfathered Buffalo Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.5 of the Plan).

V. ADDITIONAL PROVISIONS RELATING TO ANDEX CO. 401(K) PLAN

This Section V of Appendix E shall apply to the Grandfathered Andex Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section V of Appendix E, the following definitions shall apply:

(a) **Andex Plan**: The Andex Co. 401(k) Plan.

(b) **Andex Plan Merger Date**: The first moment of January 1, 2016.

(c) **Grandfathered Andex Participant**: A Participant who was a participant in the Andex Plan on December 31, 2015 immediately prior to the effective time of the merger of the Andex Plan with and into the Plan.

2. **Additional Time for Receiving Benefit on Account of Total and Permanent Disability**. A Grandfathered Andex Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to receive a benefit payment as a result of such Participant's Total and Permanent Disability (as defined below in this Subsection 2 of this Section V of Appendix E) with respect to his or her account balance transferred from the Andex Plan (adjusted for earnings and losses allocable thereto). Except as may otherwise be required by applicable law, a distribution pursuant to this Subsection 2 shall otherwise be paid in the form and manner provided by the applicable terms and provisions of the Plan.

For purposes of this Subsection 2, "**Total and Permanent Disability**" means, as determined by a licensed physician, the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; provided, however, that if the condition constitutes total disability under the federal Social Security Acts, the Committee may rely upon such determination that the Grandfathered Andex Participant's condition meets the definition of Total and Permanent Disability. The foregoing definition is the definition set forth in the Andex Plan as it existed immediately prior to the Andex Plan Merger Date.

3. **Additional Time for Receiving Benefit on Account of Qualified Reservist Distribution**. Qualified Reservist Distributions were previously provided as a protected benefit for qualifying Grandfathered Andex Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.4 of the Plan).

VI. ADDITIONAL PROVISIONS RELATING TO THE STERITECH GROUP, INC. 401(K) PLAN

This Section VI of Appendix E shall apply to the Grandfathered Steritech Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section VI of Appendix E, the following definitions shall apply:

(a) **Steritech Plan**: The Steritech Group, Inc. 401(k) Plan.

(b) **Steritech Plan Merger Date**: April 1, 2016.

(c) **Grandfathered Steritech Participant**: A Participant who was a participant in the Steritech Plan on March 31, 2016 immediately prior to the effective time of the merger of the Steritech Plan with and into the Plan.

2. **Additional Time for Receiving Benefit on Account of Disability**. A Grandfathered Steritech Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to receive a benefit payment as a result of such Participant's Disability (as defined below in this Subsection 2 of this Section VI of Appendix E) with respect to his or her account balance transferred from the Steritech Plan (adjusted for earnings and losses allocable thereto). Except as may otherwise be required by applicable law, a distribution pursuant to this Subsection 2 shall otherwise be paid in the form and manner provided by the applicable terms and provisions of the Plan.

For purposes of this Subsection 2, "**Disability**" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The permanence and degree of such impairment must be supported by medical evidence, and a Participant may be required to submit to a physical examination in order to confirm the Participant's Disability. The foregoing definition is the definition set forth in the Steritech Plan as it existed immediately prior to the Steritech Plan Merger Date.

3. **Deemed Severance from Employment Related to Qualified Military Service**. Deemed severance distributions for uniformed service were previously provided as a protected benefit for qualifying Grandfathered Steritech Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.5 of the Plan).

4. **Maximum of Two (2) Transferred Outstanding Loans Allowed to Continue**. Notwithstanding any provision in the Plan's loan procedure document to the contrary, a Grandfathered Steritech Participant who had more than one (1) loan outstanding under the Steritech Plan immediately prior to the merger of the Steritech Plan into the Plan that was transferred to the Plan may, after the Steritech Plan Merger Date, continue to have those transferred outstanding loans (up to a maximum of two (2)) remain outstanding under the Plan.

VII. ADDITIONAL PROVISIONS RELATING TO THE RESIDEX, LLC RETIREMENT SAVINGS PLAN

This Section VII of Appendix E shall apply to the Grandfathered Residex Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section VII of Appendix E, the following definitions shall apply:

(a) **Residex Plan**: The Residex, LLC Retirement Savings Plan.

(b) **Residex Plan Merger Date**: The first moment of January 1, 2017.

(c) **Grandfathered Residex Participant**: A Participant who was a participant in the Residex Plan on December 31, 2016 immediately prior to the effective time of the merger of the Residex Plan with and into the Plan.

2. **Certain Installment Distributions in Pay Status as of January 1, 2017**. The Plan provides for an installment distribution option that is more limited than the installment distribution option provided under the Residex Plan. Pursuant to Treasury Regulation section 1.411(d)-4, Q&A-2(e), the more expansive installment distribution option under the Residex Plan was eliminated as of the Residex Plan Merger Date, except that if and to the extent a Grandfathered Residex Participant elected under the terms of the Residex Plan to receive monthly, quarterly, semi-annual, or annual installment distributions over a period not exceeding the life expectancy of such Grandfathered Residex Participant and his or her designated beneficiary, any such installment distribution that is in pay status as of the Residex Plan Merger Date shall continue in accordance with such elected distribution.

3. **Qualified Reservist Distribution**. Qualified Reservist Distributions were previously provided as a protected benefit for qualifying Grandfathered Residex Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.4 of the Plan).

VIII. ADDITIONAL PROVISIONS RELATING TO THE CONNOR'S TERMITE AND PEST CONTROL, INC. PROFIT SHARING PLAN

This Section VIII of Appendix E shall apply to the Grandfathered Connor's Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section VIII of Appendix E, the following definitions shall apply:

(a) **Connor's Plan**: The Connor's Termite and Pest Control, Inc. Profit Sharing Plan.

(b) **Connor's Plan Merger Date**: The first moment of January 1, 2018.

(c) **Grandfathered Connor's Participant**: A Participant who was a participant in the Connor's Plan on December 31, 2017 immediately prior to the effective time of the merger of the Connor's Plan with and into the Plan.

2. **Additional Time for Receiving Benefit on Account of Disability**. A Grandfathered Connor's Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to receive a benefit payment as a result of such Participant's Total and Permanent Disability (as defined below in this Subsection 2 of this Section VIII of Appendix E) with respect to his or her account balance transferred from the Connor's Plan (adjusted for earnings and losses allocable thereto). Except as may otherwise be required by applicable law, a distribution pursuant to this Subsection 2 shall otherwise be paid in the form and manner provided by the applicable terms and provisions of the Plan.

For purposes of this Subsection 2, "**Total and Permanent Disability**" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Grandfathered Connor's Participant shall be determined by a licensed physician; however, if the condition constitutes total disability under the federal Social Security Acts, the Plan administrator may rely upon such determination that the Participant is Totally and Permanently Disabled for purposes of this Subsection 2. The foregoing definition reflects the definition of "Total and Permanent Disability" set forth in the Connor's Plan as it existed immediately prior to the Connor's Plan Merger Date.

3. **Deemed Severance from Employment Related to Qualified Military Service**. Deemed severance distributions for uniformed service were previously provided as a protected benefit for qualifying Grandfathered Connor's Participants, but are now provided under the general terms of the Plan for all qualifying Participants (*see* Section 20.5 of the Plan).

IX. ADDITIONAL PROVISIONS RELATING TO THE VECTOR DISEASE ACQUISITION, LLC 401(K) PLAN

This Section IX of Appendix E shall apply to the Grandfathered VDA Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section IX of Appendix E, the following definitions shall apply:

(a) **VDA Plan**: The Vector Disease Acquisition, LLC 401(k) Plan.

(b) **VDA Plan Merger Date**: The first moment of January 1, 2019.

(c) **Grandfathered VDA Participant**: A Participant who was a participant in the VDA Plan on December 31, 2018 immediately prior to the effective time of the merger of the VDA Plan with and into the Plan.

2. **Additional Time for Receiving Benefit on Account of Disability**. A Grandfathered VDA Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to receive a benefit payment as a result of such Participant's Disability (as defined below in this Subsection 2 of this Section IX of Appendix E) with respect to his or her account balance transferred from the VDA Plan (adjusted for earnings and losses allocable thereto). Except as may otherwise be required by applicable law, a distribution pursuant to this Subsection 2 shall otherwise be paid in the form and manner provided by the applicable terms and provisions of the Plan.

For purposes of this Subsection 2, "**Disability**" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The permanence and degree of such impairment must be supported by medical evidence. A Grandfathered VDA Participant is "Disabled" for purposes of the Plan on the date the Plan administrator determines such Participant satisfies the definition of Disability. The Plan administrator may require a Grandfathered VDA Participant to submit to a physical examination in order to confirm such Participant's Disability. The foregoing definition reflects the definition of "Disability" set forth in the VDA Plan as it existed immediately prior to the VDA Plan Merger Date.

3. **Maximum of Two (2) Transferred Outstanding Loans Allowed to Continue**. Notwithstanding any provision in the Plan's loan procedure document to the contrary, a Grandfathered VDA Participant who had more than one (1) loan outstanding under the VDA Plan immediately prior to the merger of the VDA Plan into the Plan that was transferred to the Plan may, after the VDA Plan Merger Date, continue to have those transferred outstanding loans (up to a maximum of two (2)) remain outstanding under the Plan.

X. ADDITIONAL PROVISIONS RELATING TO THE HITMEN 401(K) PLAN

This Section X of Appendix E shall apply to the Grandfathered Hitmen Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section X of Appendix E, the following definitions shall apply:

(a) **Hitmen Plan**: The Hitmen 401(k) Plan.

(b) **Hitmen Plan Merger Date**: The first moment of January 1, 2019.

(c) **Grandfathered Hitmen Participant**: A Participant who was a participant in the Hitmen Plan on December 31, 2018 immediately prior to the effective time of the merger of the Hitmen Plan with and into the Plan.

2. **Additional Time for Receiving Benefit on Account of 60 Months of Plan Participation**. A Grandfathered Hitmen Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to receive an in-service withdrawal on account of such Participant's participation in the Plan for at least 60 months (the "**60-Month Distribution**") with respect to his or her account balance transferred from the Hitmen Plan (adjusted for earnings and losses allocable thereto), subject to the following conditions and restrictions:

(a) The 60-Month Distribution option applies only to the portion of a Grandfathered Participant's Account that is attributable to Employer Contributions transferred from the Hitmen Plan and for which such Participant has a 100% Vested Interest (and, for the avoidance of doubt, does not apply to Before-Tax Contributions, Roth Contributions, or to other types of contributions subject to distribution restrictions that are inconsistent with the 60-Month Distribution option, including, without limitation, any type of Employer Contribution subject to the requirements of section 412 of the Code, qualified nonelective contributions (QNECs), qualified matching contributions (QMACs), and safe harbor contributions).

(b) A Participant may take no more than one (1) 60-Month Distribution in a Plan Year, which is a restriction that existed under the Hitmen Plan immediately prior to the Hitmen Plan Merger Date.

(c) A 60-Month Distribution may not be in an amount less than $1,000, which is a restriction that existed under the Hitmen Plan immediately prior to the Hitmen Plan Merger Date.

For purposes of determining whether a Grandfathered Hitmen Participant has participated in the Plan for at least 60 months and is eligible to elect a 60-Month Distribution, participation includes both participation in the Hitmen Plan prior to the Hitmen Plan Merger Date and participation in the Plan after the Hitmen Plan Merger Date.

XI. ADDITIONAL PROVISIONS RELATING TO THE J.P. PEST SERVICES LLC 401(K) PROFIT SHARING PLAN

This Section XI of Appendix E shall apply to the Grandfathered J.P. Pest Participants in lieu of or in addition to certain otherwise applicable provisions of the Plan.

1. **Definitions**. For purposes of this Section XI of Appendix E, the following definitions shall apply:

(a) **J.P. Pest Plan**: The J.P. Pest Services LLC 401(k) Profit Sharing Plan.

(b) **J.P. Pest Plan Merger Date**: October 1, 2022.

(c) **Grandfathered J.P. Pest Participant**: A Participant who was a participant in the J.P. Pest Plan on September 30, 2022 immediately prior to the effective time of the merger of the J.P. Pest Plan with and into the Plan.

2. **Additional In-Service Withdrawal on Account of Disability**. A Grandfathered J.P. Pest Participant shall, in addition to any other timing of payment set forth in the Plan, be eligible to take an in-service withdrawal with respect to such Participant's account balance transferred to the Plan from the J.P. Pest Plan (adjusted for earnings and losses allocable thereto) upon becoming "disabled" (as defined below in this Subsection 2 of this Section XI of Appendix E). Except as may otherwise be required by applicable law, a distribution pursuant to this Subsection 2 shall otherwise be paid in the form and manner provided by the applicable terms and provisions of the Plan.

For purposes of this Subsection 2, "**disabled**" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The permanence and degree of such impairment shall be supported by medical evidence satisfactory to the Plan Administrator. The foregoing definition reflects the definition of "disabled" for this purpose (that is, for purposes of in-service withdrawals) set forth in the J.P. Pest Plan as it existed immediately prior to the J.P. Pest Plan Merger Date.

3. **Additional In-Service Withdrawal for Discretionary Employer Nonelective Contributions upon Completing Six Years of Vesting Service**. A Grandfathered J.P. Pest Participant shall, in addition to any other timing of payment set forth in the Plan and to the maximum extent permitted by Treasury Regulation § 1.401-1(b)(1)(ii), be eligible to take an in-service withdrawal with respect to the portion of such Participant's account balance attributable to discretionary nonelective employer contributions transferred to the Plan from the J.P. Pest Plan (adjusted for earnings and losses allocable thereto) once such contributions would have become 100% vested *under the vesting schedule in effect under the J.P. Pest Plan immediately prior to the J.P. Pest Plan Merger Date*. The vesting schedule in effect under the J.P. Pest Plan immediately prior to the J.P. Pest Plan Merger Date required such a Participant to complete six (6) years of Vesting Service for the discretionary nonelective employer contributions to become 100% vested while employed.

4. **"Greater of" Vesting Schedule for Discretionary Employer Contributions Transferred from J.P. Pest Plan**. Notwithstanding any provision of the Plan to the contrary, the portion of a Grandfathered J.P. Pest Participant's account balance under the Plan attributable to discretionary (non-safe harbor) employer contributions (adjusted for earnings and losses allocable thereto) will be subject to the three (3)-year cliff vesting schedule (and other applicable vesting provisions excluding Section 14.5) under the Plan, except that the following vesting provisions that were applicable under the J.P. Pest Plan immediately prior to the J.P. Pest Plan Merger Date shall also apply to the extent such provisions would result in a higher Vested Interest percentage for such Grandfathered J.P. Pest Participant:

(a) **20% vesting upon 2 years of vesting service**: Each Grandfathered J.P. Pest Participant who is credited with at least two (2) years of Vesting Service (and less than three (3) years of Vesting Service) shall have a 20% Vested Interest in the portion of such Participant's account balance under the Plan attributable to discretionary employer contributions transferred to the Plan from the J.P. Pest Plan (adjusted for earnings and losses allocable thereto), which 20% vesting applied upon two (2) years of Vesting Service under the six (6)-year graded vesting schedule under the J.P. Pest Plan as it existed immediately prior to the J.P. Pest Plan Merger Date.

(b) **100% vesting upon disability, including while performing qualified military service**: Each Grandfathered J.P. Pest Participant who becomes "disabled" (as defined below in this Subsection 4(b) of this Section XI of Appendix E) while employed by the Employer or while performing qualified military service as defined in Code section 414(u)(5) shall have a 100% Vested Interest in the portion of such Participant's account balance under the Plan attributable to discretionary employer contributions transferred to the Plan from the J.P. Pest Plan (adjusted for earnings and losses allocable thereto). For this purpose, a Grandfathered J.P. Pest Participant is considered "disabled" if such Participant (i) either is eligible for Social Security disability benefits or is determined to be disabled by such Participant's physician and (ii) terminates employment with the Employer. The foregoing definition reflects the definition of "disabled" for this purpose (that is, for purposes of vesting) set forth in the J.P. Pest Plan as it existed immediately prior to the J.P. Pest Plan Merger Date.