

Client: **Powell Industries, Inc.**Plan Name: **POWELL INDUSTRIES**Plan Number: **09346****Amendment to Fidelity Basic Plan Document No. 17****RE: Coronavirus Aid, Relief, and Economic Security Act****PREAMBLE**

Adoption and Effective Date of Amendment. This document amends the Basic Plan Document and is adopted by the Pre-Approved Plan Provider on behalf of adopting Employers for such Employer's Plan, to reflect statutory changes pursuant to the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and any related guidance (this "CARES Act Amendment"). The Employer may further modify this CARES Act Amendment through the addendum, prepared by the Preapproved Plan Provider, to the Adoption Agreement prepared to reflect statutory changes pursuant to the CARES Act and any related guidance (the "CARES Act Addendum"). This CARES Act Amendment and the CARES Act Addendum are intended as good-faith compliance with the requirements of the CARES Act, and are to be construed in accordance with guidance issued thereunder, regardless of when such guidance is issued.

Except as provided otherwise below or by the Employer through the CARES Act Addendum, this CARES Act Amendment shall be effective beginning January 1, 2020.

Supersession of Inconsistent Provisions. This CARES Act Amendment shall supersede the provisions of the Basic Plan Document and the Plan to the extent those provisions are inconsistent with the provisions of this CARES Act Amendment. However, this CARES Act Amendment shall be interpreted in concert with the CARES Act Addendum. Except as otherwise provided in this CARES Act Amendment, terms defined in the Plan will have the same meaning in this CARES Act Amendment. The Article headings Articles 1 (CARES Act Distribution), 2 (CARES Act Loans), and 3 (Modification of Minimum Distribution Rules for 2020) and references to those Articles and their subarticles are references for this CARES Act Amendment only and do not relate to the Basic Plan Document's numbering and references.

Article 1. CARES Act Distribution. The following is added as a new section, Section 10.10, at the end of Article 10, In-Service Withdrawals, of the Basic Plan Document.

10.10. CARES Act Distributions. Unless provided otherwise in the Adoption Agreement (as amended by the CARES Act Addendum), the Plan allows a Participant who is a Qualified Individual to take a CARES Act Distribution from any vested balances in all sub-accounts where available, except for assets transferred from a money purchase pension plan.

(a) **"CARES Act Distribution"** is a distribution made from an eligible retirement plan, as defined under section 402(c)(8)(B) of the Code, on or after January 1, 2020, and before December 31, 2020, to a Qualified Individual. The aggregate amount of distributions received by a Qualified Individual that may be treated as a CARES Act Distribution cannot exceed \$100,000. Notwithstanding this limit, for the Plan, a CARES Act distribution, when aggregated with all other CARES Act Distributions the Qualified Individual made under the Plan (and under any other plan maintained by the Employer or a Related Employer), cannot exceed \$100,000. The Administrator may rely on a Participant's certification that the Participant satisfies a condition to be a Qualified Individual unless the Administrator has actual knowledge to the contrary. A CARES Act Distribution must be made in accordance with and pursuant to the distribution provisions of the Plan, except that:

- (1) Any CARES Act Distribution of amounts attributable to eligible Participant's Deferral Contributions, Qualified Nonelective Employer Contributions, Qualified Matching Employer Contributions, 401(k) Safe Harbor Matching Employer Contributions or 401(k) Safe Harbor Nonelective Employer Contributions Accounts shall be deemed to be made after the occurrence of any distributable events otherwise applicable under Code section 401(k)(2)(B)(i), such as termination of employment (and shall be deemed permissible under Section 12.01);
- (2) The requirements of Code sections 401(a)(31), 402(f) and 3405 and Section 13.04 shall not apply;
- (3) Restrictions based on the Participant's age and/or length of Plan participation, or how long Nonelective and/or Matching Employer Contributions have been held in the Plan, do not apply;
- (4) Restrictions applicable to terminated Participants not allowing for partial distributions do not apply. Terminated Participants may take partial distributions of their Account as a CARES Act Distribution.

(b) **"Qualified Individual"** is defined in section 2202(a)(4)(A)(ii) of the CARES Act and Section 1B of Notice 2020-50. (c) **"Member of the Participant's Household"** is someone who shares the Participant's principal residence.

(c) **Recontribution of a CARES Act Distribution.** An Eligible Employee who may make Rollover Contributions

to the Plan, as specified in Section 1.09(a) of the Adoption Agreement, may recontribute any part of a CARES Act Distribution to the Plan if the Plan permits Rollover Contributions in Subsection 1.09(a) of the Adoption Agreement at the time of recontribution. Any such recontribution will be treated as having been made in a direct rollover to the Plan, provided the recontribution is made during the three-year period beginning on the day after the date on which the Eligible Employee received the CARES Act Distribution being recontributed and does not exceed the amount of the CARES Act Distributions to which the rollover relates. CARES Act Recontributions are available for CARES Act Distributions taken from the Plan or from another eligible retirement plan as defined under section 402(c)(8)(B) of the Code. Unless the Administrator has actual knowledge to the contrary, the Administrator may rely on the Eligible Employee's certification that they satisfy the conditions to recontribute a CARES Act Distribution, in determining whether a distribution is a coronavirus-related distribution that is eligible for recontribution.

Article 2. CARES Act Loans

- 2.1. Limitation on Loan Amount.** Section 9.05 of the Basic Plan Document is amended to add the following to the end of the section:

If so provided in the Plan's loan procedures, for loans made to a Qualified Individual from the date described in the Adoption Agreement (as amended by the CARES Act Addendum) until September 22, 2020 (a "CARES Act Loan"), the dollar limit in (a) may be increased up to \$100,000 (or such other amount as may be provided in the applicable Code provision) and the portion of the Account in (b) may be "all of the "participant's" vested interest in his Account" instead of "one-half the present value of the "participant's" vested interest in his Account."

- 2.2. Level Amortization.** Section 9.07 of the Basic Plan Document is amended to add the following to the end of the section:

A CARES Act Loan will include a loan repayment Deferment Period. For a CARES Act Loan, the "Deferment Period" begins on the date of the CARES Act Loan was made to the Participant and ends December 31, 2020. Interest will continue to accrue during the Deferment Period. The repayment amount of the re-amortized CARES Act Loan will reflect the outstanding principal balance of the CARES Act Loan and the accrued interest on the CARES Act Loan including the interest that accrued during the Deferment Period. The loan period will be extended by the length of the Deferment Period.

If so elected by the Employer in Section (c) of the CARES Act Addendum, Qualified Individuals are also permitted to delay the repayment of Participant loans outstanding on or after March 27, 2020 that are not a CARES Act Loan. For a loan that is not a CARES Act Loan, the "Deferment Period" begins on the date the Participant directs Fidelity to delay repayment and ends December 31, 2020, and interest continues to accrue during the Deferment Period. The repayment amount of the re-amortized loan will reflect the outstanding principal balance of the loan and the accrued interest on the loan including the interest that accrued during the Deferment Period. The loan period will be extended by the length of the Deferment Period.

- 2.3. Security.** Section 9.08 of the Basic Plan Document is amended to add the following to the end of the section:

If so provided in the Plan's loan procedures, a CARES Act Loan must be secured by the "participant's" vested interest in his Account not to exceed 100 percent of such vested interest.

Article 3. Modification of Minimum Distribution Rules for 2020

- 3.1.** Except to the extent that the Employer, or its previous pre-approved plan provider, has amended the Plan prior to the end of the first plan year beginning on or after January 1, 2022 to provide otherwise and notwithstanding Section 13.03 of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020, but for the enactment of Code Section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions specifically equal to the 2020 RMDs, will not receive those distributions for 2020 unless the Participant or Beneficiary chooses to receive such distributions.
- 3.2.** Any Participant or Beneficiary who has elected a systematic withdrawal plan ("installments") pursuant to Section 13.01 of the Plan to satisfy (in part or whole) a 2020 RMD is hereby permitted to elect to stop these installments.
- 3.3.** For only those Participants and Beneficiaries who have made the election in Subarticle 3.2, there is hereby added to the Plan a partial withdrawal to allow such a Participant or Beneficiary to withdrawal any part of his or her Account prior to December 31, 2020.
- 3.4.** Participants and Beneficiaries described in Subarticle 3.1 will be given the opportunity to elect to receive 2020 RMDs as described in the preceding sentences of this Article 3. However, a direct rollover will be offered as a payment option only for distributions that would be eligible rollover distributions in the absence of section 401(a)(9)(I) of the Code.

- 3.5.** An Eligible Employee or Participant who may make Rollover Contributions to the Plan, as specified in Section 1.09(a) of the Adoption Agreement and 5.06 of the Basic Plan Document, may rollover any part of the 2020 RMD to the Plan if the Plan permits Rollover Contributions in Subsection 1.09(a) of the Adoption Agreement at the time of rollover. Notwithstanding any other part of the Plan, rollover of 2020 RMDs do not have to occur through a direct rollover, if the amount was rolled over to the Trust (1) by August 31, 2020 for amounts originally distributed January 1, 2020 through July 2, 2020 or (2) by the 60th day after the distribution was originally distributed if the amount was originally distributed July 3, 2020 through December 31, 2020.

**Pre-Approved DEFINED CONTRIBUTION PLAN
ADDENDUM TO ADOPTION AGREEMENT
FIDELITY BASIC PLAN DOCUMENT No. 17**

RE: The Coronavirus Aid, Relief, and Economic Security Act

Plan Name: **POWELL INDUSTRIES** _____

Fidelity 5-digit Plan Number: **09346** _____

PREAMBLE

Adoption and Effective Date of Addendum. This addendum to the Adoption Agreement is a CARES Act Addendum and is intended as good faith compliance. The CARES Act Addendum is effective beginning January 1, 2020 with respect to the Plan, unless otherwise indicated.

Supersession of Inconsistent Provisions. The CARES Act Addendum shall supersede the provisions of the Adoption Agreement and the Plan to the extent those provisions are inconsistent with the provisions of the CARES Act Addendum.

(a) CARES Act Distribution

Unless otherwise indicated below, effective as soon as administratively feasible on or after April 6, 2020, a CARES Act Distribution was available to Qualified Individuals. The maximum distribution available was \$100,000, vested balances in all sub-accounts were available, except for assets transferred from a money purchase pension plan.

- (1) Plan did not adopt CARES Act Distribution.
- (2) Later effective date: _____ (cannot be later than December 31, 2020).
- (3) Plan adopted a lower maximum: _____
- (4) Plan restricted the following sub-accounts: _____
- (5) Plan restricted the following group of Participants: _____
- (6) Other: _____

(b) CARES Act Loan

Effective _____ (cannot be later than September 22, 2020), a CARES Act Loan was available to Qualified Individuals in accordance with the Basic Plan Document, as amended for the CARES Act, and in accordance with the Plan's loan procedures.

(c) Loan Repayment Deferment

Effective **04/23/2020** (cannot be later than December 31, 2020), repayments of Participant loans outstanding on or after March 27, 2020 that are not CARES Act Loans were deferred for Qualified Individuals in accordance with the Basic Plan Document, as amended for the CARES Act, and in accordance with the Plan's loan procedures.

The Pre-Approved Plan Sponsor (Fidelity Management & Research Company) executed this Amendment by separate resolution on September 9, 2022.

Amendment Execution

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed on the date given below.

Employer:	 G3A0834BAF6C4FF...	Employer:	_____
By:	Julie Spears	By:	_____
Title:	Global Benefits Manager	Title:	_____
Date:	12/13/2022	Date:	_____

Note: Only one authorized signature is required to execute this Adoption Agreement unless the Employer's corporate policy mandates two authorized signatures.

PRE-APPROVED DEFINED CONTRIBUTION PLAN AMENDMENT

to Fidelity Basic Plan Document No. 17

FOR

Technical Correction to 414(s) Compensation and Miscellaneous Updates Amendment

PREAMBLE

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

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

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

Article 1. 414(s) Compensation

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

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

Article 2. Miscellaneous Updates

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

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

¹ Numbering refers to specimen document.

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

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

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

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