FORM S-8 POS

Post-effective amendment to a S-8 registration statement

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As filed with the Securities and Exchange Commission on February 28, 2024

Registration No. 333-274789

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 1
TO
FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

VERALTO CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**92-1941413**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Veralto Corporation
225 Wyman St., Suite 250
Waltham, Massachusetts 02451
(Address of principal executive offices and Zip Code)

Veralto Corporation 2023 Omnibus Incentive Plan
Veralto Corporation Executive Deferred Incentive Plan
Veralto Corporation Excess Contribution Program
Veralto Corporation Deferred Compensation Plan
Veralto Corporation Retirement Savings Plan
(Full title of the plan)

James A. Tanaka
Vice President, Securities & Governance and Secretary
Veralto Corporation

225 Wyman St., Suite 250
Waltham, Massachusetts 02451

(Name and address of agent for service)

(781) 755-3655

(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☒	Smaller reporting company ☐
	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 to the Registration Statement on Form S-8 is being filed solely to correct exhibit hyperlinks contained in the Registration Statement on Form S-8 (File No. 333-274789) filed with the Securities and Exchange Commission on September 29, 2023.

Item 8. Exhibits.

Exhibit Number	Description
4.1	Amended and Restated Certificate of Incorporation of Veralto Corporation (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Commission on October 2, 2023).
4.2	Amended and Restated Bylaws of Veralto Corporation (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the Commission on October 2, 2023).
5.1*	Opinion of Skadden, Arps, Slate, Meagher, & Flom LLP
10.1	Veralto Corporation 2023 Omnibus Incentive Plan
10.2	Veralto Corporation Executive Deferred Incentive Plan, a sub-plan under the 2023 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.22 to the Registrant's Registration Statement on Form 10 filed with the Commission on August 3, 2023).
10.3	Veralto Corporation Excess Contribution Program, a sub-plan under the 2023 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.21 to the Registrant's Registration Statement on Form 10 filed with the Commission on August 3, 2023).
10.4	Veralto Corporation Deferred Compensation Plan (incorporated by reference to Exhibit 10.23 to the Registrant's Registration Statement on Form 10 filed with the Commission on August 3, 2023).
10.5	Veralto Corporation Retirement Savings Plan
23.1*	Consent of Ernst & Young LLP (Environmental & Applied Solutions Segment)
23.2*	Consent of Ernst & Young LLP (Veralto Corporation)
23.3*	Consent of Skadden, Arps, Slate, Meagher, & Flom LLP (included as exhibit 5.1 hereto)
24.1	Power of Attorney (included on signature page hereto)

* Previously filed with the Registration Statement on Form S-8 (File No. 333-274789) on September 29, 2023.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, on the 28th day of February, 2024.

VERALTO CORPORATION

By: /s/ James A. Tanaka

Name: James A. Tanaka

Title: Vice President, Securities & Governance and Secretary

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints James A. Tanaka, as his or her true and lawful attorney-in-fact and agent, with full power of substitution in any and all capacities, to sign the Registration Statement on Form S-8 of Veralto Corporation and any and all amendments thereto (including post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ Jennifer L. Honeycutt Jennifer L. Honeycutt	President and Chief Executive Officer; Director (Principal Executive Officer)	February 28, 2024
/s/ Sameer Ralhan Sameer Ralhan	Senior Vice President, Chief Financial Officer (Principal Financial Officer)	February 28, 2024
/s/ Bernard M. Skeete Bernard M. Skeete	Vice President, Chief Accounting Officer (Principal Accounting Officer)	February 28, 2024
/s/ Linda H. Filler Linda H. Filler	Chair; Director	February 28, 2024
/s/ Françoise Colpron Françoise Colpron	Director	February 28, 2024
/s/ Daniel L. Comas Daniel L. Comas	Director	February 28, 2024
/s/ Shyam P. Kambeyanda Shyam P. Kambeyanda	Director	February 28, 2024
/s/ William H. King William H. King	Director	February 28, 2024
/s/ Walter G. Lohr, Jr. Walter G. Lohr, Jr.	Director	February 28, 2024
/s/ Heath A. Mitts Heath A. Mitts	Director	February 28, 2024
/s/ John T. Schwieters John T. Schwieters	Director	February 28, 2024
/s/ Cindy L. Wallis-Lage Cindy L. Wallis-Lage	Director	February 28, 2024
/s/ Thomas L. Williams Thomas L. Williams	Director	February 28, 2024

Exhibit 10.1

VERALTO CORPORATION
2023 OMNIBUS INCENTIVE PLAN

1. *Purpose of the Plan*. Veralto Corporation, a Delaware corporation, wishes to recruit and retain Employees, Consultants and Directors. To further these objectives, the Company established the Veralto 2023 Omnibus Incentive Plan. Under the Plan, the Company may make grants of Options, Stock Appreciation Rights, Restricted Stock Units (including Performance Stock Units), Other Stock-Based Awards, Cash-Based Awards and Conversion Awards. The Company may also make direct grants of Common Stock in the form of Restricted Stock Grants to Participants as a bonus or other incentive or grant such stock in lieu of Company obligations to pay cash under other plans or compensatory arrangements, including any deferred compensation plans.

2. *Definitions*. As used herein, the following definitions shall apply:

"Administrator" means the Compensation Committee of the Board, unless the Board specifies another committee or the Board acts in such capacity.

"Award" means an award of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units (including Performance Stock Units), Dividend Equivalents, Other Stock-Based Awards, Cash-Based Awards or Conversion Awards (each as defined below).

"Board" means the Board of Directors of the Company.

"Cash-Based Award" means an Award denominated in cash and granted under Section 10(b) of the Plan.

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time and the regulations issued with respect thereof.

"Committee" means the Compensation Committee of the Board.

"Common Stock" means the common stock of the Company.

"Company" means Veralto Corporation, a Delaware corporation, and any successor thereto.

"Consultant" means any person engaged as a consultant or advisor of the Company or an Eligible Subsidiary for whom a Form S-8 Registration Statement is available for the issuance of securities.

"Conversion Award" shall have the meaning set forth in Section 11 of the Plan.

"Danaher" means Danaher Corporation, a corporation organized under the laws of the State of Delaware.

"Danaher Awards" shall have the meaning set forth in Section 11 of the Plan.

"Date of Grant" means the date as of which the Administrator grants an Award to a person (which to the extent specified by the Administrator on or before the Award approval date may be a date later than the date on which the Administrator approves the Award); provided, that for purposes of Section 12(c) and Section 12(e), "Date of Grant" for Conversion Awards shall mean the original date of grant of the applicable Danaher Award.

“Disability” means, unless otherwise provided in the applicable Award agreement approved by the Administrator, a Participant (i) is unable 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 that has lasted or can be expected to last for a continuous period of not less than twelve months, or (ii) is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Participant’s employer.

“Early Retirement” means, unless otherwise provided in the applicable Award agreement approved by the Administrator, (1) with respect to an Employee, the Employee ceases to be an Employee (except, in the Administrator’s sole discretion, for termination by reason of the Employee’s Gross Misconduct as determined by the Administrator) at or after reaching age fifty-five (55) and completing ten (10) Years of Service, and (2) with respect to a Director, the Director ceases to be a Director (except for termination by

reason of the Director's Gross Misconduct, as determined by the Administrator) at or after reaching age fifty-five (55) and completing ten (10) Years of Service.

"Eligible Director" (or "Director") means a non-employee director of the Company or one of its Eligible Subsidiaries. "Eligible Subsidiary" means each of the Company's Subsidiaries, except as the Administrator otherwise specifies.

"Employee" means any person employed as an employee of the Company or an Eligible Subsidiary and designated as such on the payroll records thereof. An Employee shall not include any individual during any period that he or she is classified or treated by the Company or any Eligible Subsidiary as an independent contractor, a consultant, or an employee of an employment, consulting or temporary agency, and shall be determined without regard to whether such individual is subsequently determined to have been, or is subsequently reclassified as, a common-law employee of the Company or any Eligible Subsidiary during such period.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Exercise Price" means, in the case of an Option, the value of the consideration that an Optionee must provide in exchange for one share of Common Stock. In the case of a SAR, "Exercise Price" means an amount which is subtracted from the Fair Market Value in determining the amount payable upon exercise of such SAR.

"Fair Market Value" means, as of any date, the fair market value of a share of Common Stock for purposes of the Plan which will be determined as follows:

(i) If the Common Stock is traded on the New York Stock Exchange or other national securities exchange, the closing sale price on that date or, if the given date is not a trading day, the closing sale price for the immediately preceding trading day; or

(ii) If the Common Stock is not traded on the New York Stock Exchange or other national securities exchange, the Fair Market Value thereof shall be determined in good faith by the Administrator and in compliance with Code Section 409A.

"Gross Misconduct" means, unless otherwise provided in the applicable Award agreement approved by the Administrator, the Participant has:

(iii) committed fraud, misappropriation, embezzlement, willful misconduct or gross negligence with respect to the Company or any Subsidiary thereof, or any other action in willful disregard of the interests of the Company or any Subsidiary thereof;

(iv) been convicted of, or pled guilty or no contest to, (i) a felony, (ii) any misdemeanor (other than a traffic violation) with respect to his/her employment, or (iii) any other crime or activity that would impair his/her ability to perform his/her duties or impair the business reputation of the Company or any Subsidiary;

(v) refused or willfully failed to adequately perform any duties assigned to him/her; or

(vi) refused or willfully failed to comply with standards, policies or procedures of the Company or any Subsidiary thereof, including without limitation the Company's Code of Conduct as amended from time to time.

“Incentive Stock Option” or “ISO” means a stock option intended to qualify as an incentive stock option within the meaning of Code Section 422.

“Normal Retirement” means, unless otherwise provided in the applicable Award agreement approved by the Administrator, (1) with respect to an Employee, the Employee ceases to be an Employee (except, in the Administrator’s sole discretion, for termination by reason of the Employee’s Gross Misconduct as determined by the Administrator) at or after reaching age sixty-five (65), and (2) with respect to a Director, the Director ceases to be a Director (except for termination by reason of the Director’s Gross Misconduct, as determined by the Administrator) at or after reaching age sixty-five (65).

“Option” means a stock option granted pursuant to the Plan that is not an ISO, entitling the Optionee to purchase shares of Common Stock at a specified price.

“Optionee” means an Employee, Consultant, or Director who has been granted an Option under this Plan or, where appropriate, a person authorized to exercise an Option in place of the intended original Optionee.

“Other Stock-Based Awards” are Awards (other than Options, SARs, RSUs (including Performance Stock Units), Restricted Stock Grants and Cash-Based Awards) that are denominated in, valued in whole or in part by reference to, or otherwise based on or related to, Common Stock.

“Participant” means Optionees and Recipients, collectively. The term “Participant” also includes, where appropriate, a person authorized to exercise an Option or hold or receive another Award in place of the intended original Optionee or Recipient.

“Performance Objectives” means one or more performance factors as determined by the Committee (as described in Section 4(b) of the Plan) with respect to each Performance Period as provided in Section 15 of the Plan.

“Performance Period” means the period over which Performance Objectives are to be determined or measured. A Performance Period may coincide with one or more complete or partial calendar or fiscal years of the Company. Unless otherwise designated by the Committee, the Performance Period will be based on the calendar year.

“Performance Stock Unit” or “PSU” means a Restricted Stock Unit that is subject to Performance Objectives.

“Plan” means this 2023 Omnibus Incentive Plan, as amended from time to time.

“Recipient” means an Employee, Consultant, or Director who has been granted an Award other than an Option under this Plan or, where appropriate, a person authorized to hold or receive such an Award in place of the intended original Recipient.

“Restricted Stock Grant” means a direct grant of Common Stock, as awarded under Section 8 of the Plan.

“Restricted Stock Unit” or “RSU” means a bookkeeping entry representing an unfunded right to receive (if conditions are met) one share of Common Stock, as awarded under Section 9 of the Plan.

“Retirement” means both Early Retirement and Normal Retirement, as defined herein.

“Section 16 Persons” means those officers, directors or other persons who are subject to Section 16 of the Exchange Act.

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Separation” means (i) the transfer by Danaher of shares of Common Stock to holders of shares of common stock of Danaher by means of one or more distributions by Danaher to holders of common stock of Danaher or one or more offers to holders of common stock of Danaher to exchange shares of Danaher common stock for shares of Common Stock, or any combination thereof or (ii) any other transfer, exchange or other disposition by Danaher of Common Stock, in the case of clause (i) and/or (ii), in one or more transactions that results in Danaher ceasing to “beneficially own” (within the meaning of Section 13(d) of the Exchange Act), in the aggregate, a majority of the total voting power of the then outstanding shares of Common Stock with respect to the election of directors of the Board.

“Stock Appreciation Right” or “SAR” means any right granted under Section 7 of the Plan.

“Subsidiary” means any corporation, limited liability company, partnership or other entity (other than the Company) in an unbroken chain beginning with the Company if, at the applicable time, each of such entities (other than the last entity in the

unbroken chain) owns stock or other equity possessing twenty percent (20%) or more of the total combined voting power of all classes of stock or equity in one of the other entities in such chain.

“Substantial Corporate Change” shall have the meaning set forth in Section 17(a) of the Plan.

“Tranche” means, with respect to any Award, all portions of the Award as to which the time-based vesting criteria are scheduled to be satisfied on the same date.

"Years of Service" means, in the case of any Employee, consecutive (i.e., uninterrupted by a termination of employment) years in which a Participant serves as an Employee; provided that notwithstanding the foregoing, consecutive years of service with Danaher or a Subsidiary thereof (that qualifies as "Years of Service" under the Danaher 2007 Omnibus Incentive Plan) immediately prior to the Separation shall be considered as Years of Service with the Company and its Subsidiaries. In addition, with respect to a Participant who became or becomes an Employee because such Participant was (per applicable payroll records) employed by an entity that became or becomes a Subsidiary (an "Acquired Subsidiary"), "Years of Service" shall also include consecutive service as an employee of such Acquired Subsidiary that continued through the date such entity became or becomes an Acquired Subsidiary; provided that notwithstanding the foregoing, the Administrator may in its sole discretion provide (either initially or subsequent to the grant of the relevant Award) that this sentence does not apply to specified Awards granted to such Participant during the first year following the date as of which such entity became or becomes an Acquired Subsidiary. In the case of a Director, "Years of Service" means consecutive years in which the Participant serves as a Director.

3. *Eligibility*. All Employees, Consultants, and Directors are eligible for Awards under this Plan. Eligible Employees, Consultants, and Directors become Optionees or Recipients when the Administrator grants them, respectively, an Option or one of the other Awards under this Plan.

4. *Administration of the Plan*.

(a) *The Administrator*. The Administrator of the Plan is the Compensation Committee of the Board, unless the Board specifies another committee. The Board may also act under the Plan as though it were the Administrator. The Administrator is responsible for the general operation and administration of the Plan and for carrying out its provisions and has full discretion in interpreting and administering the provisions of the Plan. Subject to the express provisions of the Plan, the Administrator may exercise such powers and authority of the Board as the Administrator may find necessary or appropriate to carry out its functions. The Administrator may delegate its functions to Employees (other than the power to grant awards to Directors or Section 16 Persons), to the extent permitted under applicable Delaware corporate law.

(b) *Rule 16b-3 Compliance*. Awards to Section 16 Persons shall be made only by a Committee (or a subcommittee of the Committee) consisting solely of two or more non-employee Directors in accordance with Rule 16b-3 under the Exchange Act.

(c) *Powers of the Administrator*. The Administrator's powers will include, but not be limited to, the power to: construe and interpret the terms of the Plan and Awards granted pursuant to the Plan (including the power to remedy any ambiguity, inconsistency, or omission); amend, waive, or extend any provision or limitation of any Award (except as expressly limited by the terms of the Plan), which shall include without limitation the power to accelerate or waive any vesting condition; in order to fulfill the purposes of the Plan and without amending the Plan, to vary the terms of or modify Awards to Participants who are foreign nationals or employed outside of the United States in order to recognize differences in local law, tax policies or customs; and to adopt such procedures as are necessary or appropriate to carry out the foregoing.

(d) *Granting of Awards.* Subject to the terms of the Plan, the Administrator will, in its sole discretion, determine the Optionees and the Recipients of other Awards and will determine either initially or subsequent to the grant of the relevant Award:

(i) the terms of such Awards;

(ii) the schedule for exercisability and nonforfeitability, including any requirements that the Participant or the Company satisfy Performance Objectives, and the acceleration or waiver of the exercisability or nonforfeitability of the Awards (for the avoidance of doubt, the Administrator shall have discretion to accelerate or waive vesting in respect of all or a portion of any Performance Objectives);

(iii) the time and conditions for expiration of the Awards; and

(iv) the form of payment due upon exercise or grant of Awards.

Notwithstanding anything to the contrary in this Plan, to the extent it will not cause imposition of a tax under Code Section 409A, if a Participant changes classification from a full-time employee to a part-time employee, the Administrator may in its sole discretion (1) reduce or eliminate a

Participant's unvested Award or Awards, and/or (2) extend any vesting schedule to one or more dates within the period of the original term of the Award.

(e) *Substitutions.* The Administrator may also grant Awards in conversion or replacement of or substitution for options or other equity awards or interests held by individuals who become Employees of the Company or of an Eligible Subsidiary as a result of the Company's acquiring or merging with the individual's employer. If necessary to conform the Awards to the awards or interests for which they are substitutes, the Administrator may grant substitute Awards under terms and conditions that vary from those the Plan otherwise requires. Notwithstanding anything in the foregoing to the contrary, any Award to any Participant who is a U.S. taxpayer will be adjusted appropriately pursuant to Code Section 409A.

(f) *Repricing Prohibition*. Other than as provided under Section 16 below and except in connection with a Substantial Corporate Change (as defined in Section 17(a) below), merger, acquisition, spinoff, or other similar corporate transaction, the Administrator may not (1) reduce the Exercise Price of any outstanding Option or SAR, (2) cancel an outstanding Option or SAR in exchange for an Option or SAR with an Exercise Price that is less than the Exercise Price of the original Option or SAR, or (3) cancel an outstanding Option or SAR in exchange for cash or another Award at any time that the Fair Market Value of the Common Stock underlying the Option or SAR is less than the Exercise Price of such Option or SAR, unless in each case the Company's shareholders have approved such action.

(g) *Effect of Administrator's Decision.* The Administrator's determinations under the Plan need not be uniform and need not consider whether actual or potential Participants are similarly situated. All decisions, determinations and interpretations of the Administrator shall be final and binding on all holders of any Award and all other persons or entities.

(h) *Time Limit for Participant Claims.* Any claim under the Plan or any Award must be commenced by a Participant within twelve (12) months of the earliest date on which the Participant's claim first arises, or the Participant's cause of action accrues, or such claim will be deemed waived by the Participant.

5. *Stock Subject to the Plan*.

(a) *Share Limits; Shares Available.* Except as adjusted below in the event of a Substantial Corporate Change or as provided under Section 16 below, the aggregate number of shares of Common Stock that may be issued pursuant to Awards granted under the Plan (including Conversion Awards) shall be 22,000,000 shares (the "Maximum Share Limit"). The Common Stock may come from treasury shares, authorized but unissued shares, or previously issued shares that the Company reacquires, including shares it purchases on the open market. Each share of Common Stock subject to an Award (including any Conversion Award) counts against the Maximum Share Limit as one share of Common Stock. If any Award (including any Conversion Award) expires, is canceled, forfeited, cash-settled, exchanged or assumed by a third party or terminates for any other reason, in each case without a distribution of shares of Common Stock to the Participant, each share of Common Stock available under that Award shall be added back to the Maximum Share Limit. Notwithstanding the foregoing, the following shares of Common Stock shall not again become available for Awards or increase the number of shares available for grant under this Section 5(a): (1) shares of Common Stock tendered by the Participant or withheld by the Company in payment of the purchase price of an Option or SAR, (2) shares of Common Stock tendered by the Participant or withheld by the Company to satisfy any tax withholding obligation under this Plan, (3) shares of Common Stock repurchased by the Company with proceeds received from the exercise of an Option, and (4) shares of Common Stock subject to a SAR that are not issued in

connection with the stock settlement of that SAR upon its exercise. Shares of Common Stock issued to convert, replace or adjust outstanding options or other equity-compensation awards in connection with a merger or acquisition, as permitted by NYSE Listed Company Manual Section 303A.08 or any successor provision, shall not reduce the number of shares available for issuance under the Plan.

(b) *Minimum Vesting Conditions*. Notwithstanding anything to the contrary in this Plan, all Awards approved under the Plan (other than Cash-Based Awards) shall be subject to a vesting period or performance period, as applicable, of at least one year following the Date of Grant; provided, that with respect to Conversion Awards, any vesting that occurred prior to the Separation shall count toward this requirement; and provided further, that (1) up to five percent (5%) of the Maximum Share Limit under this Plan may be issued without regard to the foregoing minimum vesting

period, (2) the foregoing minimum vesting period shall not apply in the event of death, Disability, Retirement or other terminations of employment or service, and (3) the Administrator may waive the restrictions set forth in this sentence in its sole discretion in the event of a Substantial Corporate Change.

(c) *Stockholder Rights.* Except for Restricted Stock Grants and except as the Administrator otherwise specifies (including without limitation in the terms of any Award agreement approved by the Administrator), the Participant will have no rights of a stockholder with respect to the shares of Common Stock subject to an Award except to the extent that the Company has issued certificates for, or otherwise confirmed ownership of, such shares upon the exercise or, as applicable, the grant or nonforfeitability, of an Award. Except as the Administrator otherwise specifies (including without limitation in the terms of any Award agreement approved by the Administrator) or as contemplated under Section 16 below, no adjustment will be made for a dividend or other right for which the record date precedes the date of exercise or nonforfeitability, as applicable.

(d) *Fractional Shares.* The Company will not issue fractional shares of Common Stock pursuant to the exercise or vesting of an Award. Any fractional share will be rounded up and issued to the Participant in a whole share; provided that to the extent rounding a fractional share up would result in the imposition of either (i) individual tax and penalty interest charges imposed under Code Section 409A or (ii) adverse tax consequences to a Participant located outside of the United States, the fractional share will be rounded down without the payment of any consideration in respect of such fractional share.

(e) *Director Limits.* The maximum number of shares subject to Awards granted during a single fiscal year to any Director, taken together with such Director's cash fees with respect to the fiscal year (whether such cash fees are paid currently or deferred under a Director deferred compensation plan, if any), shall not exceed $800,000 in total value (calculating the value of any such Awards based on the grant date fair value of such Awards for financial reporting purposes).

(f) *Dividends and Dividend Equivalents*. The Recipient of an Award other than an Option or SAR may, if so determined by the Administrator, be entitled to receive cash, stock or other property dividends declared on shares of Common Stock, or amounts equivalent thereto ("Dividend Equivalents"), with respect to the number of shares of Common Stock covered by the Award, as determined by the Administrator in its sole discretion and set forth in the applicable Award agreement. The Administrator may provide that any Dividend Equivalents shall be deemed to have been reinvested in additional shares of Common Stock or otherwise reinvested. Any dividends or Dividend Equivalents with respect to any such Award shall be subject to the same restrictions and risks of forfeiture (including any service-based or performance-based vesting conditions) as the underlying Award.

6. *Terms and Conditions of Options*.

(a) *General.* Options granted to Employees, Consultants, and Directors are not intended to qualify as Incentive Stock Options. Subject to Section 4, the Administrator may set whatever conditions it considers appropriate for the Options, including time-based and/or Performance Objective vesting conditions.

(b) *Exercise Price.* The Administrator will determine the Exercise Price under each Option and may set the Exercise Price without regard to the Exercise Price of any other Options granted at the same or any other time. The Exercise Price per share for the Options may not be less than 100% of the Fair Market Value of a share of Common Stock on the Date of Grant, except in the event of an Option substitution as contemplated by Section 4(e) above, or as provided

under Section 16 below or in connection with the issuance of Conversion Awards. The Company may use the consideration it receives from the Optionee for general corporate purposes.

(c) *Exercisability.* The Administrator will determine the times and conditions for exercise of each Option but may not extend the period for exercise of an Option beyond the tenth anniversary of its Date of Grant. Options will become exercisable at such times and in such manner as the Administrator determines (either initially or subsequent to the grant of the relevant Award); provided, however, that the Administrator may, on such terms and conditions as it determines appropriate, accelerate the time at which the Optionee may exercise any portion of an Option.

(d) *Method of Exercise; Method of Payment.* To exercise any exercisable portion of an Option, the Optionee must:

(i) Deliver a written notice of exercise to the Secretary of the Company (or to whomever the Administrator designates), in a form complying with any rules the Administrator may issue and specifying the number of shares of Common Stock underlying the portion of the Option the Optionee is exercising;

(ii) Pay the full Exercise Price by cashier's or certified check or wire transfer of immediately available funds for the shares of Common Stock with respect to which the Option is being exercised, unless the Administrator consents to another form of payment (which could include the use of Common Stock); and

(iii) Deliver to the Secretary of the Company (or to whomever the Administrator designates) such representations and documents as the Administrator, in its sole discretion, may consider necessary or advisable.

Without limiting Section 6(d)(ii) above, the Administrator may agree to payment of the Exercise Price (x) through a reduction in the number of shares of Common Stock issued to an Optionee upon the Optionee's exercise of an Option with a value, based on their Fair Market Value on the date of exercise, equal to the Optionee's Exercise Price obligation, (y) through a broker-dealer sale and remittance procedure under which the exercise notice directs that the shares of Common Stock issued upon the exercise be delivered, either in certificate form or in book entry form, to a licensed broker acceptable to the Company as the agent for the individual exercising the Option and at the time the shares are delivered to the broker, either in certificate form or in book entry form, the broker will tender to the Company cash or cash equivalents acceptable to the Company and equal to the Exercise Price, or (z) through the tender to the Company of shares of Common Stock valued, for purposes of determining the extent to which the Optionee has paid the Exercise Price, at their Fair Market Value on the date of exercise.

(e) *Term.* No one may exercise an Option more than ten years after its Date of Grant.

(f) *Automatic Exercise of Certain Expiring Options.* Notwithstanding any other provision of this Plan or any Award agreement (other than this Section), on the last trading day on which all or a portion of an outstanding Option may be exercised, if as of the close of trading on such day the then Fair Market Value of a share of Common Stock exceeds the per share Exercise Price of the Option by at least $.01 (such expiring portion of an Option that is so in-the-money, an "Auto-Exercise Eligible Option"), the Optionee shall be deemed to have automatically exercised such Auto-Exercise Eligible Option (to the extent it has not previously been exercised, forfeited or terminated) as of the close of trading in accordance with the provisions of this Section. In the event of an automatic exercise pursuant to this Section, the Company shall reduce the number of shares of Common Stock issued to the Optionee upon such Optionee's automatic exercise of the Auto-Exercise Eligible Option in an amount necessary to satisfy (1) the Optionee's Exercise Price obligation for the Auto-Exercise Eligible Option, and (2) up to the maximum amount of tax required to be withheld in the applicable jurisdiction in connection with the automatic exercise (or such other rate that will not cause adverse accounting consequences for the Company) unless the Administrator deems that a different method of satisfying such withholding obligations is practicable and advisable, in each case based on the Fair Market Value of the Common Stock as of the close of trading on the date of exercise. In accordance with procedures established by the Administrator, an Optionee may notify the Company's record-keeper in writing in advance that he or she does not wish for the Auto-Exercise Eligible Option to be exercised. This Section shall not apply to any Option to the extent that this Section causes the Option to fail to qualify for favorable tax treatment under applicable law. In its discretion, the Company may determine to cease automatically exercising Options at any time.

7. *Terms and Conditions of Stock Appreciation Rights*.

(a) *General.* A SAR represents the right to receive a payment, in cash, shares of Common Stock or both (as determined by the Administrator), equal to the excess, if any, of the Fair Market Value on the date the SAR is exercised over the SAR's Exercise Price.

(b) *Exercise Price.* Subject to Section 4, the Administrator will establish in its sole discretion the Exercise Price of a SAR and all other applicable terms and conditions, including time-based and/or Performance Objective vesting conditions. The Exercise Price for the SAR may not be less than 100% of the Fair Market Value of a share of Common Stock on the Date of Grant, except in the

event of a SAR substitution as contemplated by Section 4(e) above, or as provided under Section 16 below.

(c) *Exercisability.* The Administrator will determine the times and conditions for exercise of each SAR but may not extend the period for exercise of a SAR beyond the tenth anniversary of its Date of Grant. SARs will become exercisable at such times and in such manner as the Administrator determines (either initially or subsequent to the grant of the relevant Award); provided, however, that the Administrator may, on such terms and conditions as it determines appropriate, accelerate the time at which the Participant may exercise any portion of a SAR.

(d) *Term.* No one may exercise a SAR more than ten years after its Date of Grant.

8. *Terms and Conditions of Restricted Stock Grants*.

(a) *General.* A Restricted Stock Grant is a direct grant of Common Stock, subject to restrictions and vesting conditions, including time-based vesting conditions and/or the attainment of Performance Objectives. The Company shall issue the shares to each Recipient of a Restricted Stock Grant either (i) in certificate form or (ii) in book entry form, registered in the name of the Recipient, with legends or notations, as applicable, referring to the terms, conditions, and restrictions applicable to the Award; provided that the Company may require that any stock certificates evidencing Restricted Stock Grants be held in the custody of the Company or its agent until the restrictions thereon shall have lapsed, and that, as a condition of any Restricted Stock Grant, the Participant shall have delivered a stock power, endorsed in blank, relating to the shares of Common Stock covered by such Award.

(b) *Purchase Price.* The Administrator may make any provision to satisfy any Delaware corporate law requirements regarding adequate consideration for Restricted Stock Grants.

(c) *Lapse of Restrictions.* The shares of Common Stock underlying such Restricted Stock Grants will become nonforfeitable at such times and in such manner as the Administrator determines (either initially or subsequent to the grant of the relevant Award); provided, however, the Administrator may, on such terms and conditions as it determines appropriate, accelerate the time at which restrictions or other conditions on such Restricted Stock Grants will lapse. Unless otherwise specified by the Administrator any Performance Objectives must be satisfied, if at all, on or prior to the tenth anniversary of the Date of Grant.

(d) *Rights as a Stockholder.* A Recipient who is awarded a Restricted Stock Grant under the Plan shall have the same voting, dividend and other rights as the Company's other Common Stock holders. After the lapse of the restrictions without forfeiture in respect of the Restricted Stock Grant, the Company shall remove any legends or notations referring to the terms, conditions and restrictions on such shares of Common Stock and, if certificated, deliver to the Participant the certificate or certificates evidencing the number of such shares of Common Stock.

9. *Terms and Conditions of Restricted Stock Units*.

(a) *General.* RSUs shall be credited as a bookkeeping entry in the name of the Participant in an account maintained by the Company. No shares of Common Stock are actually issued to the Participant in respect of RSUs on the Date of Grant. Shares of Common Stock shall be issuable to the Participant only upon the lapse of such restrictions and satisfaction of such vesting conditions, including time-based vesting conditions and/or the attainment of Performance Objectives.

(b) *Purchase Price.* The Administrator may make any provision to satisfy any Delaware corporate law requirements regarding adequate consideration for RSUs.

(c) *Lapse of Restrictions.* RSUs will vest and the underlying shares of Common Stock will become nonforfeitable at such times and in such manner as the Administrator determines (either initially or subsequent to the grant of the relevant Award); provided, however, that the Administrator may, on such terms and conditions as it determines appropriate, accelerate the time at which restrictions or other conditions on such RSUs will lapse. Unless otherwise specified by the Administrator, any Performance Objectives must be satisfied, if at all, on or prior to the tenth anniversary of the Date of Grant.

(d) *Rights as a Stockholder.* Except as the Administrator otherwise specifies (including without limitation in the terms of any Award agreement approved by the Administrator), a Recipient who

is awarded RSUs under the Plan shall possess no incidents of ownership with respect to the underlying shares of Common Stock.

10. *Terms and Conditions of Other Stock-Based Awards and Cash-Based Awards*.

(a) The Administrator may grant Other Stock-Based Awards (including awards of unrestricted Common Stock) that are denominated in, valued in whole or in part by reference to, or otherwise based on or related to, Common Stock. The purchase, exercise, exchange or conversion of Other Stock-Based Awards and all other terms and conditions applicable to such Awards will be determined by the Administrator in its sole discretion.

(b) The Administrator may grant Cash-Based Awards, each of which may be expressed in dollars or may be based on a formula that is consistent with the provisions of the Plan. The terms and conditions applicable to Cash-Based Awards will be determined by the Administrator in its sole discretion.

11. *Converted Danaher Awards*. The Company is authorized to issue Awards ("Conversion Awards") in connection with the replacement of equity-based awards granted by Danaher prior to the Separation (collectively, the "Danaher Awards"). Notwithstanding any other provision of the Plan to the contrary, (i) in accordance with a formula for conversion of the Danaher Awards as determined by the Company in a manner consistent with the Separation, the number of shares of Common Stock subject to a Conversion Award and the exercise price of any Conversion Award that is an Option shall be determined by the Administrator, and (ii) Conversion Awards shall be subject to the same vesting terms and overall term that applied to the related Danaher Awards, in each case subject to the discretion of the Administrator.

12. *Termination of Employment.* Unless the Administrator determines otherwise, the following rules shall govern the vesting, exercisability and term of outstanding Awards held by a Participant in the event of termination of such Participant's employment, where termination of employment means the time when the active employer-employee or other active service-providing relationship between the Participant and the Company or an Eligible Subsidiary ends for any reason, including Retirement; provided that notwithstanding anything in this Plan to the contrary, unless otherwise determined by the Administrator, this Section 12 shall not apply to Cash-Based Awards and any reference in this Section 12 to an "Award" shall be deemed to be a reference to all Awards other than Cash-Based Awards. For purposes of Awards granted under this Plan, the Administrator shall have sole discretion to determine whether a Participant has ceased to be actively employed by (or, in the case of a Consultant or Director, has ceased actively providing services to) the Company or Eligible Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated. For the avoidance of doubt, a Participant's active employer-employee or other active service-providing relationship shall not be extended by any notice period mandated under local law (e.g., active employment shall not include a period of "garden leave", paid administrative leave or similar period pursuant to local law), and in the event of a Participant's termination of employment (whether or not in breach of local labor laws), Participant's right to exercise any Option or SAR after termination of employment, if any, shall be measured by the date of termination of active employment or service and shall not be extended by any notice period mandated under local law. Unless the Administrator provides otherwise (either initially or subsequent to the grant of the relevant Award) (1) termination of employment will include instances in which a common law employee is terminated and immediately rehired as an independent contractor, and (2) the spin-off, sale, or disposition of a Participant's employer from the Company or an Eligible Subsidiary (whether by transfer of shares, assets or otherwise) such that the Participant's employer no longer constitutes an Eligible Subsidiary shall constitute a termination of employment or service.

(a) *General.* Upon termination of employment for any reason other than death, Early Retirement or Normal Retirement, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to

the grant of the relevant Award, all unvested portions of any outstanding Awards shall be immediately forfeited without consideration. Except as set forth in subsections (b) - (i) below, the Participant shall have a period of ninety (90) days, commencing with the first date the Participant is no longer actively employed, to exercise the vested portion of any outstanding Options or SARs, subject to the term of the Option or SAR; provided, however, that if the exercise of an Option or SAR following termination of employment (to the extent such post-termination exercise is permitted under this Section 12(a)) is not covered by an effective registration statement on file with the U.S. Securities and Exchange Commission, then the Option or SAR shall terminate upon the later of (1) thirty (30) days after such exercise becomes covered by an effective registration statement, (2) in the event that a sale of shares of Common Stock received upon exercise of an Option or SAR would subject the Participant to liability under Section 16(b) of the Exchange Act, thirty (30) days after the last date on which such

sale would result in liability, or (3) the end of the original post-termination exercise period; provided, however, that in no event may an Option or SAR be exercised after the expiration of the term of the Award.

(b) *Retirement.*

(i) *Conversion Awards Granted Prior to January 1, 2022.* With respect to all Conversion Awards granted prior to January 1, 2022, the following terms shall apply:

(1) *Normal Retirement.* Upon termination of employment by reason of the Participant's Normal Retirement, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award: subject to the term of the Award, (1) with respect to all Options or SARs held by the Participant for at least six (6) months prior to the Normal Retirement date (including for such purposes the period of time such Option or SAR was held prior to the Separation), unvested Options will continue to vest and, together with any Options that are vested as of the Optionee's Normal Retirement date, shall remain outstanding and (once vested) may be exercised until the fifth anniversary of the Normal Retirement date (or if earlier, the expiration date of the Option), (2) all RSUs (other than PSUs) unvested as of the Normal Retirement date will vest as of the applicable time-based vesting date, but if and only if any Performance Objective applicable to such RSUs is satisfied on or prior to such time-based vesting date, (3) a pro-rata portion of unvested Performance Stock Units held by the Participant as of the Normal Retirement date (i.e. based on the ratio of (x) the number of full or partial months worked by the Participant (including such full or partial months worked at Danaher prior to the Separation that count toward Years of Service) in the applicable Performance Period prior to the Participant's Normal Retirement date to (y) the total number of months in the applicable Performance Period) shall continue to vest subject to actual performance to be measured as of the end of the Performance Period, and (4) all unvested portions of any other outstanding Awards (including without limitation Restricted Stock Grants) shall be immediately forfeited without consideration. If the Date of Grant of an Option does not precede the Optionee's Normal Retirement date by at least six (6) months, the post-termination exercise period with respect to such Option shall be governed by the other provisions of this Section 12, as applicable.

(2) *Early Retirement.* Solely with respect to Conversion Awards with a Date of Grant on or after February 23, 2015 but prior to January 1, 2022, upon termination of employment by reason of the Participant's Early Retirement, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award, subject to the term of the Award (1) a pro-rata portion of any Tranche of unvested Options or SARs held by the Participant for at least six (6) months prior to the Early Retirement date (i.e. based on the ratio of (x) the number of full or partial months worked by the Participant (including such full or partial months worked at Danaher prior to the Separation that count toward Years of Service) from the Date of Grant to the Early Retirement date to (y) the total number of months in the original time-based vesting schedule of the particular Tranche) will continue to vest and, together with any Options and SARs that are vested as of the Participant's Early Retirement, shall remain outstanding and (once vested) may be exercised until the fifth anniversary of the Early Retirement date (or if earlier, the expiration date of the Award), (2) a pro-rata portion of any Tranche of RSUs (other than PSUs) that

is unvested as of the Early Retirement date (i.e. based on the ratio of (x) the number of full or partial months worked by the Participant (including such full or partial months worked at Danaher prior to the Separation that count toward Years of Service) from the Date of Grant to the Early Retirement date to (y) the total number of months in the original time-based vesting schedule of the Tranche) will vest as of the time-based vesting date for such Tranche, but if and only if any Performance Objective applicable to such Tranche is satisfied on or prior to such time-based vesting date, (3) a pro-rata portion of the unvested Performance Stock Units held by the Participant as of the Early Retirement date (i.e. based on the ratio of (x) the number of full or partial months worked by the Participant (including such

full or partial months worked at Danaher prior to the Separation that count toward Years of Service) in the applicable Performance Period prior to the Participant's Early Retirement date to (y) the total number of months in the applicable Performance Period) shall continue to vest subject to actual performance to be measured as of the end of the Performance Period, and (4) all unvested portions of any other outstanding Awards (including without limitation Restricted Stock Grants) shall be immediately forfeited without consideration. If the Date of Grant of an Option does not precede the Optionee's Early Retirement date by at least six (6) months, the post-termination exercise period with respect to such Option shall be governed by the other provisions of this Section 12, as applicable.

(ii) *Awards Granted on or After January 1, 2022.* With respect to all Awards (including Conversion Awards) granted on or after January 1, 2022, the following terms shall apply:

(1) *Normal Retirement.* Upon termination of employment by reason of the Participant's Normal Retirement, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award: subject to the term of the Award, (1) with respect to all Options or SARs held by the Participant for at least six (6) months prior to the Normal Retirement date (including for such purposes the period of time such Option or SAR was held prior to the Separation), unvested Options will continue to vest and, together with any Options that are vested as of the Optionee's Normal Retirement date, shall remain outstanding and (once vested) may be exercised until the expiration date of the Option, (2) all unvested RSUs (other than PSUs) held by the Participant for at least six (6) months prior to the Normal Retirement date (including for such purposes the period of time such RSU was held prior to the Separation) will continue to vest according to their terms, (3) all unvested Performance Stock Units held by the Participant for at least six (6) months prior to the Normal Retirement date (including for such purposes the period of time such Performance Stock Unit was held prior to the Separation) will continue to vest subject to actual performance to be measured as of the end of the Performance Period, and (4) all unvested portions of any other outstanding Awards (including without limitation Restricted Stock Grants) shall be immediately forfeited without consideration. If the Date of Grant of an Option, RSU or PSU does not precede the Optionee's Normal Retirement date by at least six (6) months, such Award shall be governed by the other provisions of this Section 12, as applicable.

(2) *Early Retirement*. Upon termination of employment by reason of the Participant's Early Retirement, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award, subject to the term of the Award (1) all unvested Options or SARs held by the Participant for at least six (6) months prior to the Early Retirement date (including for such purposes the period of time such Option or SAR was held prior to the Separation) will continue to vest and, together with any Options and SARs that are vested as of the Participant's Early Retirement, shall remain outstanding and (once vested) may be exercised until the fifth anniversary of the Early Retirement date (or if earlier, the expiration date of the Award), (2) all unvested RSUs (other than PSUs) held by the Participant for at least six (6) months prior to the Early Retirement date (including for such purposes the period of time such RSU was held prior to the Separation) will continue to vest according to their terms, (3) all unvested Performance Stock Units held by the Participant for at least six (6) months prior to the Early Retirement date (including

for such purposes the period of time such Performance Stock Unit was held prior to the Separation) will continue to vest subject to actual performance to be measured as of the end of the Performance Period, and (4) all unvested portions of any other outstanding Awards (including without limitation Restricted Stock Grants) shall be immediately forfeited without consideration. If the Date of Grant of an Option does not precede the Optionee's Early Retirement date by at least six (6) months, such Award shall be governed by the other provisions of this Section 12, as applicable.

(c) *Other Conditions Applicable to Continued Vesting Upon Retirement.* To be eligible for the Retirement treatment described above (whether the Award was granted on, after or before January 1, 2022), if required by the Company or an Eligible Subsidiary the Participant must execute the appropriate form of Company post-employment restrictive covenant agreement.

(d) *Death*. For the avoidance of doubt and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award, upon termination of employment by reason of the Participant's death, if as of the date of death the Participant also qualifies for Early Retirement or Normal Retirement, the Participant's estate shall be entitled to the most favorable terms of both applicable termination provisions.

(i) *Options/SARs.* Upon termination of employment by reason of the Participant's death, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award, all unexpired Options and SARs will become fully exercisable and, subject to the term of the Option or SAR, may be exercised for a period of twelve months thereafter by the personal representative of the Participant's estate or any other person to whom the Option or SAR is transferred under a will or under the applicable laws of descent and distribution.

(ii) *RSUs (Other Than PSUs) and Restricted Stock.* Upon termination of employment by reason of the Participant's death, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award, a portion of the outstanding RSUs (other than PSUs) and Restricted Stock Grants shall become vested which will be determined as follows. With respect to each Tranche, upon the Participant's death, a pro rata amount of the RSUs (other than PSUs) or the Restricted Stock Grant will vest based on the number of complete twelve-month periods between the Date of Grant and the date of death (provided that such periods include such full or partial months worked at Danaher prior to the Separation that count toward Years of Service, and provided further that any partial twelve-month period between the Date of Grant and the date of death shall also be considered a complete twelve-month period for purposes of this pro-ration methodology), divided by the total number of twelve-month periods in the original time-based vesting schedule of the Tranche.

(iii) *PSUs*.

(1) Upon termination of employment by reason of the Participant's death prior to the conclusion of the Performance Period applicable to an award of PSUs, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award, the Participant's estate will become vested in the portion of the Award determined by multiplying (1) the target amount of PSUs (and related Dividend Equivalent rights) subject to such Award, times (2) the quotient of the number of complete twelve-month periods between and including the Commencement Date and the date of death (provided that such periods include such full or partial months worked at Danaher prior to the Separation that count toward Years of Service, and provided further that any partial twelve-month period between and including the Commencement Date and the date of death shall also be considered a complete twelve-month period for purposes of this pro-ration methodology), divided by the total number of twelve-month periods in the Performance Period. With respect to any PSUs that vest pursuant to this Section, the underlying Common Stock (and related Dividend Equivalent rights) will be paid to the Participant's

estate as soon as reasonably practicable (but in any event within 90 days) following Participant's death.

(2) Upon termination of employment by reason of the Participant's death following the conclusion of the Performance Period but prior to the date the Common Stock (and related Dividend Equivalent rights) underlying vested PSUs are issued and paid, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award, the underlying Common Stock (and related Dividend Equivalent rights) will be paid to the Participant's estate as soon as reasonably practicable (but in any event within 90 days) following the later of (i) Participant's death, and (ii) four (4) calendar months following the last day of the Performance Period.

(3) For avoidance of doubt, in all other situations, if a Participant dies after the Participant's employment terminates but prior to the date the Common Stock (and related Dividend Equivalent rights) underlying vested PSUs are issued and paid, the underlying Common Stock (and related Dividend Equivalent rights) will be paid to Participant's estate as soon as reasonably practicable (but in any event within 90 days) following the fifth anniversary of the Commencement Date.

(iv) With respect to any Award other than an Option, SAR, RSU, PSU or Restricted Stock Grant, all unvested portions of the Award shall be immediately forfeited without consideration upon termination of employment by reason of the Participant's death, unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award.

(e) *Disability*. Upon termination of employment by reason of the Participant's Disability, unless contrary to applicable law and unless otherwise provided by the Administrator either initially or subsequent to the grant of the relevant Award, all unvested portions of any outstanding Awards shall be immediately forfeited without consideration, and the vested portion of any Option or SAR will remain outstanding and, subject to the term of the Option or SAR, may be exercised by the Participant at any time until the first anniversary of the Participant's termination of employment for Disability.

(f) *Gross Misconduct*. Upon termination of employment by reason of the Participant's Gross Misconduct as determined by the Administrator, the Administrator in its sole discretion may provide that all, or any portion specified by the Administrator, of the Participant's (1) unexercised Options and SARs, (2) unvested RSUs, (3) unvested Restricted Stock Grants and (4) unvested Other Stock-Based Awards and Cash-Based Awards granted under the Plan, shall terminate and be forfeited immediately without consideration. Without limiting the foregoing provision, a Participant's termination of employment shall be deemed to be a termination of employment by reason of the Participant's Gross Misconduct if, after the Participant's employment has terminated, facts and circumstances are discovered or confirmed that would have justified a termination for Gross Misconduct.

(g) *Post-Termination Covenants*. Notwithstanding any other provision in the Plan, to the extent any Award may remain outstanding under the terms of the Plan after termination of the Participant's employment or service-providing relationship, the Award will nevertheless expire as of the date that the Participant violates any covenant not to compete or any other post-termination covenant (including without limitation any nonsolicitation, nonpiracy of employees, nondisclosure, nondisparagement, works-made-for-hire or similar covenants) in effect between the Company and/or any Subsidiary thereof, on the one hand, and the Participant on the other hand, as determined by the Administrator, including any such covenant the benefit of which has been assigned by Danaher to the Company.

(h) *Leave of Absence*. To the extent approved by the Administrator (either specifically or pursuant to rules adopted by the Administrator), the active employer-employee or other active service-providing relationship between the Participant and the Company or an Eligible Subsidiary shall not be considered interrupted in the case of: (i) sick leave; (ii) military leave; or (iii) any other leave of absence. For the avoidance of doubt, the Administrator, in its sole discretion, may determine that a Participant's leave of absence to complete a course of study will not constitute termination of employment for purposes of the Plan. Further, during any approved leave of absence, the Administrator shall have sole discretion to provide (either specifically or pursuant to rules adopted by the Administrator) that the vesting of any Awards held by the Participant shall be frozen as of the first day of the leave (or as of any subsequent day during such leave, as applicable), and shall not resume until and unless the Participant returns to active employment or service prior to the expiration of the term (if any) of the Awards, subject to any requirements of applicable laws or contract.

The Administrator, in its sole discretion, will determine all questions of whether particular terminations or leaves of absence are terminations of active employment or service.

13. *Award Agreements*. The Administrator will communicate the material terms and conditions of an Award to the Participant in any form it deems appropriate, which may include the use of an Award agreement that the Administrator may require the Participant to sign. In the discretion of the Administrator an Award agreement and any provision for acceptance of an Award may be made in electronic format. Notwithstanding the foregoing, the Award agreements may contain special provisions for Participants

located outside the United States and any Award agreement provision that modifies the Plan terms and conditions with respect to an Award granted to an Employee outside the United States shall govern. To the extent the Administrator determines not to document the terms and conditions of an Award in an Award agreement, the terms and conditions of the Award shall be as set forth in the Plan and in the Administrator's records.

14. *Award Holder*. During the Participant's lifetime and except as provided under Section 22 below, only the Participant or his/her duly appointed guardian may exercise or hold an Award. After the Participant's death, the personal representative of his or her estate or any other person authorized under a will or under the laws of descent and distribution may exercise any then exercisable portion of an Award or hold any then nonforfeitable portion of any Award. If someone other than the original Participant seeks to exercise or hold any portion of an Award, the Administrator may request such proof as it may consider necessary or appropriate of the person's right to exercise or hold the Award.

15. *Performance Rules*.

(a) *General*. Subject to the terms of the Plan, the Committee will have the authority to establish and administer performance-based grant and/or vesting conditions ("Performance Objectives") with respect to such Awards as it considers appropriate, which Performance Objectives must be satisfied, as determined by the Committee, before the Participant receives or retains an Award or before the Award becomes nonforfeitable. Notwithstanding satisfaction of applicable Performance Objectives, the number of shares of Common Stock, the amount of cash or the other benefits received under an Award that are otherwise earned upon satisfaction of such Performance Objectives may be reduced by the Committee on the basis of such further considerations that the Committee in its sole discretion shall determine.

(b) *Performance Objectives*. The Committee shall determine whether Performance Objectives are attained, and such determination will be final and conclusive.

16. *Adjustments upon Changes in Capital Stock*. Subject to any required action by the Company (which it shall promptly take) or its stockholders, and subject to the provisions of applicable corporate law, if the outstanding shares of Common Stock increase or decrease or change into or are exchanged for a different number or kind of security by reason of any recapitalization, reclassification, stock split, reverse stock split, combination of shares, exchange of shares, stock dividend, or other distribution payable in capital stock, or some other increase or decrease in the Common Stock occurs without the Company's receiving consideration, the Administrator shall make an equitable adjustment as the Administrator in its sole discretion deems to be appropriate to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan to: (a) the number and kind of shares of Common Stock, other securities or property underlying, or the amount of cash subject to, each outstanding Award; (b) the Exercise Price or purchase price of any outstanding Award and applicable performance conditions relating to any outstanding Award; and (c) the Maximum Share Limit.

In the event of a declaration of an extraordinary dividend on the Common Stock payable in a form other than Common Stock in an amount that has a material effect on the price of the Common Stock, the Administrator shall make an equitable adjustment as the Administrator in its sole discretion deems to be appropriate to the items set forth in any of subsections (a) - (c) in the preceding paragraph in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

Any issue by the Company of any class of preferred stock, or securities convertible into shares of common or preferred stock of any class, will not affect, and no adjustment by reason thereof will be made with respect to, the number of shares of Common Stock subject to any Award or the Exercise Price except as this Section 16 specifically provides. The grant of an Award under

the Plan will not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, or to merge or to consolidate, or to dissolve, liquidate, sell, or transfer all or any part of its business or assets.

17. *Substantial Corporate Change*.

(a) *Definition*. A Substantial Corporate Change means the consummation of:

(i) the dissolution or liquidation of the Company;

(ii) any transaction or series of transactions in which any person or entity or group of persons or entities is or becomes the owner, directly or indirectly, of voting securities of the Company (not including any securities acquired directly from the Company or any affiliate thereof) representing more than 50% of the combined voting power of the Company's then outstanding securities;

(iii) a change in the composition of the Board such that individuals who were serving on the Board as of immediately following the Separation, together with any new member of the Board (other than a member of the Board whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least a majority of the members of the Board then still in office who either were members of the Board immediately following the Separation or whose appointment, election or nomination for election was previously so approved or recommended, cease for any reason to constitute a majority of the number of the members of the Board then serving;

(iv) a merger, consolidation, or reorganization of the Company with one or more corporations, limited liability companies, partnerships or other entities, other than a merger, consolidation or reorganization which would result in the voting securities of the Company outstanding immediately prior to such event continuing to have both (A) more than 50% of the combined voting power of the voting securities of the ultimate parent entity resulting from such merger, consolidation, or reorganization (and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company voting securities among the holders thereof immediately prior to such transaction), and (B) the power to elect at least a majority of the board of directors or other governing body of the ultimate parent entity resulting from such merger, consolidation, or reorganization; or

(v) the sale of all or substantially all of the assets of the Company to another person or entity.

Notwithstanding the foregoing, (i) a Substantial Corporate Change shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the holders of Common Stock immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions, and (ii) to the extent necessary to avoid the imposition of a tax under Code Section 409A, in no event will a Substantial Corporate Change be deemed to have occurred if such transaction is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder). For the avoidance of doubt, neither the Separation nor any further disposition of any or all of Danaher's ownership interests in the Company will constitute a Substantial Corporate Change.

(b) *Treatment of Awards*. Upon a Substantial Corporate Change, either (1) the Board will provide for the assumption or continuation of outstanding Awards, or the substitution for such Awards of any options or grants covering the stock or securities of a successor employer corporation, or a parent or subsidiary of such successor, with appropriate adjustments as to the number and kind of shares of stock and prices, in which event such Awards will continue in the manner and under the terms so provided, or (2) if any outstanding such Award is not so assumed, continued or

substituted for, then any forfeitable portions of the Awards will terminate and the Administrator in its sole discretion may:

(i) provide that Optionees or holders of SARs will have the right, at such time before the consummation of the transaction causing such termination as the Board reasonably designates, to exercise any unexercised portions of an Option or SAR, whether or not they had previously become exercisable; and/or

(ii) for any Awards, cause the Company, or agree to allow the successor, to cancel each Award after payment to the Participant of (A) an amount in cash, cash equivalents, or successor equity interests substantially equal to the Fair Market Value of the shares of Common Stock subject to the Award as determined by reference to the transaction

(minus, for Options and SARs, the Exercise Price for the shares covered by the Option or SAR (and for any Awards, where the Board or the Administrator determines it is appropriate, any required tax withholdings)), or (B) an amount in cash or cash equivalents equal to the cash value of the Award with respect to Cash-Based Awards.

The Administrator shall determine in its discretion the impact, if any, of the Substantial Corporate Change upon any performance conditions otherwise applicable to an Award.

For purposes of this Section 17, an outstanding Award shall be considered to be assumed or continued if, following the Substantial Corporate Change, the Award remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Substantial Corporate Change except that, if the Award related to Common Stock, the Award instead confers the right to receive common stock of the acquiring entity (or such other security or entity as may be determined by the Administrator, in its sole discretion, pursuant to Section 16 above).

18. *Employees Outside the United States*. To comply with the laws in countries other than the U.S. in which the Company or any of its Subsidiaries operates or has Employees, the Administrator, in its sole discretion, shall have the power and authority to:

(a) determine which Subsidiaries shall be covered by the Plan;

(b) determine which Employees outside the United States are eligible to participate in the Plan;

(c) either initially or by amendment, modify the terms and conditions of any Award granted to any Employee outside the United States;

(d) either initially or by amendment, establish sub-plans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable; and

(e) either initially or by amendment, take any action that it deems advisable to obtain approval or comply with any applicable government regulatory exemptions or approvals.

Although in establishing such sub-plans, terms or procedures, the Company may endeavor to (i) qualify an Award for favorable foreign tax treatment or (ii) avoid adverse tax treatment, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on holders of Awards under the Plan.

19. *Legal Compliance*. The granting of Awards, the issuance of shares of Common Stock and the payment of cash under the Plan shall be subject to compliance with all applicable requirements imposed by federal, state, local and foreign securities laws and other laws, rules, and regulations, and by any applicable regulatory agencies or stock exchanges. The Company shall have no obligation to pay cash, issue shares of Common Stock issuable under the Plan or deliver evidence of title for shares of Common Stock issued under the Plan prior to obtaining any approvals from governmental agencies that the Company determines are necessary, and completion of any registration or other qualification of the shares of Common Stock under any applicable national or foreign law or ruling of any governmental body that the Company determines to be necessary. To that end, the Company may require the Participant to take any reasonable action to comply with such requirements before issuing such shares of Common Stock or paying cash. No provision in the Plan or action taken under it authorizes any action that is otherwise prohibited by federal, state, local or foreign laws, rules, or regulations, or by any applicable regulatory agencies or stock exchanges.

The Plan is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and all regulations and rules the U.S. Securities and Exchange Commission issues under those laws. Notwithstanding anything in the Plan to the contrary, the Administrator must administer the Plan, and Awards may be granted, vested and exercised, only in a way that conforms to such laws, rules, and regulations.

20. *Purchase for Investment and Other Restrictions.* Unless a registration statement under the Securities Act covers the shares of Common Stock a Participant receives under an Award, the Administrator may require, at the time of such grant and/or exercise and/or lapse of restrictions, that the Participant agree in writing to acquire such shares for investment and not for public resale or distribution, unless and until the shares subject to the Award are registered under the Securities Act. Unless the shares of Common Stock are registered under the Securities Act, the Participant must acknowledge:

(a) that the shares of Common Stock received under the Award are not so registered;

(b) that the Participant may not sell or otherwise transfer the shares of Common Stock unless the shares have been registered under the Securities Act in connection with the sale or transfer thereof, or counsel satisfactory to the Company has issued an opinion satisfactory to the Company that the sale or other transfer of such shares is exempt from registration under the Securities Act; and

(c) such sale or transfer complies with all other applicable laws, rules, and regulations, including all applicable federal, state, local and foreign securities laws, rules and regulations.

Additionally, the Common Stock, when issued under an Award, will be subject to any other transfer restrictions, rights of first refusal, and rights of repurchase set forth in or incorporated by reference into other applicable documents, including the Company's articles or certificate of incorporation, by-laws, or generally applicable stockholders' agreements.

The Administrator may, in its sole discretion, take whatever additional actions it deems appropriate to comply with such restrictions and applicable laws, including placing legends on certificates and issuing stop-transfer orders to transfer agents and registrars.

21. *Tax Withholding.* Each Participant shall, no later than the date as of which the value of an Award first becomes includible in the gross income of the Participant for purposes of applicable taxes, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of, all applicable taxes required by applicable law to be withheld with respect to the Award. The obligations of the Company under the Plan shall be conditional on the making of such payments or arrangements, and the Company shall, to the extent permitted by applicable law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. Whenever cash is to be paid pursuant to an Award, the Company shall have the right to deduct therefrom an amount sufficient to satisfy any applicable withholding tax requirements related thereto. Whenever shares of Common Stock are to be delivered pursuant to an Award, the Company shall have the right to require the Participant to remit to the Company an amount in cash sufficient to satisfy any applicable withholding requirements related thereto. With the approval of the Administrator, a Participant may satisfy the foregoing requirement by either (i) electing to have the Company withhold from delivery of shares of Common Stock or (ii) delivering already owned unrestricted shares of Common Stock, in each case, having a value not less than the minimum and up to the maximum amount of tax required to be withheld in the applicable jurisdiction (or such other rate that will not cause adverse accounting consequences for the Company). Any such shares of Common Stock shall be valued at their Fair Market Value on the date as of which the amount of tax to be withheld is determined. Such an election may be made with respect to all or any portion of the shares of Common Stock to be delivered pursuant to an Award. The Company may also use any other method of obtaining the necessary payment or proceeds, as permitted by applicable law, to satisfy its withholding obligation with respect to any Award. If any Participant shall, in connection with the acquisition of Common Stock under the Plan, make the election permitted under Code Section 83(b), such Participant shall notify the Company of such election within ten (10) days after filing notice of the election with the Internal Revenue Service.

22. *Transfers, Assignments or Pledges.* Unless the Administrator otherwise approves in advance in writing or as set forth below, an Award may not be assigned, pledged, or otherwise transferred in any way, whether by operation of law or otherwise or through any legal or equitable proceedings (including bankruptcy), by the Participant to any person, except by will or by operation of applicable laws of descent and distribution. If necessary to comply with Section 16(b) of the Exchange Act, the Participant may not transfer or pledge shares of Common Stock acquired under an Award until at least six months have elapsed from (but excluding) the Date of Grant, unless the Administrator approves otherwise in advance in writing. The Administrator may, in its

sole discretion, expressly provide that a Participant may transfer his or her Award (other than a Cash-Based Award), without receiving consideration, to (a) members of the Participant's immediate family, children, grandchildren, or spouse, (b) a trust in which the Participant and/or such family members collectively have more than 50% of the beneficial interest, or (c) any other entity in which the Participant and/or such family members own more than 50% of the voting interests.

23. *Amendment or Termination of Plan and Awards.* The Board may amend, suspend, or terminate the Plan at any time, without the consent of the Participants or their beneficiaries; provided, however, that no amendment may have a material adverse effect on any Participant or beneficiary with respect to any previously declared Award, unless the Participant's or beneficiary's consent is obtained. Except as required by law or by Section 17 above in the event of a Substantial Corporate Change, the Administrator may not, without the Participant's or beneficiary's consent, modify the terms and conditions of an Award so as to have a material adverse effect on the Participant or beneficiary. Notwithstanding the foregoing to the contrary, the Board reserves the right, to the extent it deems necessary or advisable in its sole discretion, to

unilaterally modify the Plan and any Awards made thereunder to ensure all Awards and Award agreements provided to Participants who are U.S. taxpayers are made in such a manner that either qualifies for exemption from or complies with Code Section 409A including, but not limited to, the ability to increase the exercise or purchase price of an Award (without the consent of the Participant) to the Fair Market Value on the date the Award was granted.

24. *Privileges of Stock Ownership.* No Participant and no beneficiary or other person claiming under or through such Participant will have any right, title, or interest in or to any shares of Common Stock allocated or reserved under the Plan or subject to any Award except as to such shares of Common Stock, if any, that have been issued to such Participant. The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general unsecured creditor of the Company.

25. *Effect on Other Plans.* None of the grant, vesting, exercise or payment of any Award under this Plan shall constitute compensation or otherwise result in the accrual or receipt of additional payments or benefits under any pension, bonus, severance, or other plan, program, agreement or arrangement maintained or contributed to by the Company, its Subsidiaries or any affiliates unless such other plan, program, agreement or arrangement expressly and unambiguously so provides in a writing executed by a duly authorized representative of the Company.

26. *Limitations on Liability.* Notwithstanding any other provisions of the Plan, no individual acting as a director, employee, or agent of the Company or any of its Subsidiaries, affiliates or predecessors (including, without limitation, Danaher) shall be liable to any Participant, former Participant, spouse, beneficiary, or any other person or entity for any claim, loss, liability, or expense incurred in connection with the Plan, nor shall such individual be personally liable because of any contract or other instrument he or she executes in such other capacity. No member of the Board or of the Committee will be liable for any action or determination (including, but limited to, any decision not to act) made in good faith with respect to the Plan or any Award under the Plan. The Company will indemnify and hold harmless Danaher and each Director, Employee, or agent of the Company or any of its Subsidiaries, affiliates or predecessors to whom any duty or power relating to the administration or interpretation of the Plan has been or will be delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Board's approval) arising out of any act or omission to act concerning this Plan unless arising out of such person's own fraud or bad faith.

27. *No Employment Contract.* Nothing contained in this Plan constitutes an employment or service contract between the Company and any Participant. The Plan does not give any Participant any right to be retained in the Company's employ or service, nor does it enlarge or diminish the Company's right to terminate the Participant's employment or service.

28. *Governing Law; Venue; Waiver of Jury Trial.* The laws of the State of Delaware (other than its choice of law provisions) govern this Plan and its interpretation. Any dispute that arises with respect to this Plan or any Award granted under this Plan shall be conducted in the courts of New Castle County in the State of Delaware, or the United States Federal court for the District of Delaware, and no other courts; and each Participant waives, to the fullest extent permitted by law, any objection that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in any such court is improper or that such proceedings have been brought in an inconvenient forum. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTICIPANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING WITH RESPECT TO THIS PLAN OR ANY AWARD GRANTED UNDER THIS PLAN.

29. *Duration of Plan.* The Plan shall become effective upon its approval by the shareholder(s) of the Company and except as otherwise expressly provided herein or by the Administrator shall govern all Awards previously or subsequently granted hereunder. Unless the Board extends the Plan's term, the Administrator may not grant Awards under the Plan after the tenth anniversary of the date the Plan was approved by the shareholder(s) of the Company. The Plan will then continue to govern unexercised and unexpired Awards.

30. *Recoupment.* Any Award granted under the Plan is subject to the terms of the Veralto Clawback Policy in the form approved by the Compensation Committee of Veralto's Board of Directors from time to time (including Danaher or any successor thereto) and to the terms required by applicable law.

31. *Section 409A Requirements.* The Plan as well as payments and benefits under the Plan are intended to be exempt from or, to the extent subject thereto, to comply with, Code Section 409A, and, accordingly, to the

maximum extent permitted, the Plan shall be interpreted in accordance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A, a Participant shall not be considered to have terminated employment or service with the Company for purposes of the Plan and no payment shall be due to the Participant under the Plan or any Award until the Participant would be considered to have incurred a "separation from service" from the Company and its affiliates within the meaning of Code Section 409A. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Code Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything to the contrary in the Plan, to the extent that any Awards (or any other amounts payable under any plan, program or arrangement of the Company or any of its affiliates) are payable upon a separation from service and such payment would result in the imposition of any individual tax and penalty interest charges imposed under Code Section 409A, the settlement and payment of such awards (or other amounts) shall instead be made on the first business day after the date that is six (6) months following such separation from service (or death, if earlier). Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate identified payment for purposes of Code Section 409A. The Company makes no representation that any or all of the payments or benefits described in this Plan will be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to any such payment or benefit. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Code Section 409A.

32. *Severability*. If any provision of the Plan is held to be invalid or unenforceable, the other provisions of the Plan shall not be affected but shall be applied as if the invalid or unenforceable provision had not been included in the Plan.

33. *Titles and Headings*. The titles and headings of the sections in the Plan are for convenience of reference only and shall be disregarded in the interpretation of the Plan.

34. *Interpretation*. Unless the context of the Plan otherwise requires, words using the singular or plural number also include the plural or singular number, respectively; derivative forms of defined terms will have correlative meanings; the terms "hereof," and "hereunder" and derivative or similar words refer to the entire Plan; the term "Section" refers to the specified Section of this Plan; the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and the word "or" shall be disjunctive but not exclusive.

Exhibit 10.5

Veralto Corporation & Subsidiaries Savings Plan

Effective September 30, 2023

INDEX TO THE
VERALTO CORPORATION & SUBSIDIARIES
SAVINGS PLAN

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Page

VERALTO CORPORATION & SUBSIDIARIES
SAVINGS PLAN

Preamble

WHEREAS, Danaher Corporation ("Danaher") has maintained the Danaher Corporation & Subsidiaries Savings Plan (the "Danaher Savings Plan") for its eligible employees and the eligible employees of its affiliated employers; and

WHEREAS, Veralto Corporation and certain other subsidiaries of Danaher had employees participating in the Danaher Savings Plan ("Veralto Employees"); and

WHEREAS, Veralto Corporation and certain other subsidiaries of Danaher are intended to spin-off into a separate, unrelated company; and

WHEREAS, effective as of September 30, 2023 (the "Effective Date"), Veralto Corporation has adopted this Veralto Corporation & Subsidiaries Savings Plan to provide a separate tax-qualified profit sharing plan with a cash or deferred arrangement feature for the Veralto Employees; and

WHEREAS, Danaher has determined to spin-off the benefits of the Veralto Employees under the Danaher Savings Plan into this Plan on or around the Effective Date, after this Plan is established; and

WHEREAS, such deferral and beneficiary elections under the Danaher Savings Plan in effect immediately prior to the Effective Date for Veralto Employees who become Participants in this Plan as a result of the spin-off from the Danaher Savings Plan will apply to this Plan on and after the Effective Date until otherwise revised in accordance with Plan procedures.

NOW, THEREFORE, Veralto Corporation has adopted by appropriate resolutions, this Plan effective as of the Effective Date. It is intended that this Plan, together with the related Trust Agreement, shall constitute a "profit sharing plan with a cash or deferred arrangement" that shall meet the requirements of the Code and ERISA, and that the Plan shall be interpreted, wherever possible, to comply with the Code and ERISA, each as amended from time to time, and all formal regulations, rulings, and guidance issued thereunder.

VERALTO CORPORATION & SUBSIDIARIES
SAVINGS PLAN

ARTICLE I
DEFINITIONS

As used in this Plan, each of the following terms shall have the respective meaning set forth below unless a different meaning shall be plainly required by the context.

1.1 The term "Account" shall mean, with respect to a Participant, the aggregate of the Subaccounts maintained on behalf of the Participant to record his or her interest in this Plan.

1.2 The term "ACP Test Safe Harbor" shall mean the method described in Section 3.4 of the Plan for satisfying the ACP test of Code Section 401(m)(2).

1.3 The term "ACP Safe Harbor Matching Contributions" shall mean the Safe Harbor Matching Contributions described in Section 3.4 of the Plan.

1.4 The term "ADP Test Safe Harbor" shall mean the method described in Section 3.4 of the Plan for satisfying the ADP test of Code Section 401(k)(3).

1.5 The term "ADP Safe Harbor Contributions" shall mean the Safe Harbor Matching Contributions described in Section 3.4 of the Plan.

1.6 The term "Affiliated Employer" shall mean, with respect to an Employer, any corporation or other entity that is required to be aggregated with the Employer under Code Section 414(b), 414(c), 414(m), or 414(o).

1.7 The term "Annual Addition" shall mean, with respect to a Participant for a Plan Year, the sum of (a) any Unilateral Employer Contributions credited to the Participant's Account for the Plan Year; (b) any Discretionary Employer Contributions credited to the Participant's Account for the Plan Year; (c) any Salary Deferral Contributions credited to the Participant's Account for the Plan Year, less any amounts thereof distributed to the Participant as Excess Deferrals pursuant to Section 3.10(b) of this Plan; (d) any Safe Harbor Matching Contributions credited to the Participant's Account for the Plan Year; (e) any amounts credited to the Participant's Account pursuant to Section 4.5 of this Plan for which the Plan Year is the limitation year; and (f) any amounts credited to the Participant's account(s) for the limitation year under any other Defined Contribution Plan(s) (whether or not terminated) maintained by his or her Employer as shall be considered "annual additions" within the meaning of Code Section 415(c)(2). As used in this Section, the term "Employer" shall include all Affiliated Employers of the Employer, as determined under Code Sections 414(b) and 414(c), as applied in accordance with Code Section 415(h), and Code Sections 414(m) and 414(o).

1.8 The term "Appointing Committee" shall mean the Appointing Committee of the Plan Sponsor comprised of the Plan Sponsor's Chief Financial Officer, its General Counsel, and its Vice President-Human Resources.

1.9 The term "Basic Compensation" shall mean, with respect to a Participant for a Plan Year, Valuation Period, Payroll Period, or other time period, (a) the total cash compensation (if any) paid to the Participant by his or her Employer during the Plan Year, Valuation Period,

Payroll Period or other time period, including, but not limited to, salary, overtime pay, and bonuses, as reported on the Participant's federal income tax withholding statement (Form W-2) but excluding (i) amounts realized from the exercise of a non-qualified stock option, or when restricted stock held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture, (ii) amounts realized from the sale, exchange, or other disposition of stock under a qualified stock option, (iii) amounts paid to the Participant as severance benefits, and (iv) all taxable allowances, except as provided in subsection (e) of this Paragraph, plus (b) the aggregate Salary Deferral Contributions (if any) and the aggregate of any elective deferrals made on the Participant's behalf during the Plan Year under any other plan maintained by the Employer pursuant to Code Section 401(k) during the Plan Year, Valuation Period, Payroll Period, or other time period, plus (c) the aggregate amounts (if any) contributed on the Participant's behalf during the Plan Year, Valuation Period, Payroll Period, or other time period under any plan maintained by the Employer pursuant to Code Section 125, plus (d) elective amounts that are not includible in the gross income of the Participant by reason of Code Section 132(f)(4), plus (e) any taxable car allowance, whether paid in cash or in kind. Notwithstanding the foregoing, a Participant's Basic Compensation for a Plan Year shall not exceed the Compensation Limitation. For purposes of this Section, the term "Employer" shall include all Affiliated Employers of the Employer. "Basic Compensation" for the Plan Year ending December 31, 2023 shall include "Basic Compensation" recognized under the Prior Plan during the period of January 1, 2023 through the Effective Date.

The term "Basic Compensation" shall also include the following payments if such payments are made by the later of (a) two and one-half (2½) months following the Participant's Severance from Service Date or (b) the end of the Plan Year that includes the Participant's Severance from Service Date: (1) payments that, absent a severance from employment, would have been paid to the Employee while the Employee continued in Employment with his or her Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation; and (2) payments for accrued vacation but only if the Employee would have been able to use the vacation if Employment had continued.

The term "Basic Compensation" shall include differential pay provided to a Participant performing qualified military service in accordance with Code Section 414(u).

The term "Basic Compensation" shall exclude amounts received by a Participant pursuant to a nonqualified deferred compensation plan.

1.10 The term "Beneficiary" shall mean, with respect to a Participant, an individual or entity that may be entitled to receive all or a portion of the Participant's Account upon the Participant's death and, with respect to a deceased Participant, an individual or entity that is receiving or shall be entitled to receive all or a portion of the Participant's Account.

In accordance with Revenue Ruling 2013-17, for all Plan purposes, a spouse includes any spouse of a legal marriage, including a same-sex spouse, that is validly entered into in a state whose laws authorize the marriage of two individuals of the same sex, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. However, individuals (whether part of an opposite-sex or same-sex couple) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state are not treated as legally married.

For this purpose, the term “state” means any domestic or foreign jurisdiction having the legal authority to sanction marriages. For all Plan purposes, a Participant is “married” if the Participant has a spouse.

1.11 The term "Benefit Commencement Date" shall mean, with respect to a Participant or a Beneficiary of a deceased Participant, the date that all or a portion of the Participant's Account may be payable to the Participant or Beneficiary, which date shall be selected by the Participant or Beneficiary in accordance with Article VI or shall be otherwise determined by the Plan Administrator pursuant to this Plan.

1.12 The term "Benefits Committee" shall mean the Benefits Committee of the Plan Sponsor appointed by the Appointing Committee.

1.13 The term "Chemtreat ESOP" shall mean the former Chemtreat, Inc. Employee Stock Ownership Plan and Trust Agreement as in effect immediately prior to its merger into the Prior Plan effective November 30, 2012.

1.14 The term "Code" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time.

1.15 The term "Collectively Bargained Employee" shall mean, with respect to an Employer, an employee of the Employer who is in a unit of employees that is or was covered by a collective bargaining agreement.

1.16 The term "Compensation" shall mean, with respect to a Participant for a Plan Year, the Participant's "wages" for the Plan Year, as such term shall be defined in Code Section 3401(a), that the Participant received from his or her Employer but determined without regard to any rules that limit the remuneration included in such wages based on the nature or location of the employment or the services performed. The term "Compensation" shall include (a) the aggregate Salary Deferral Contributions (if any) made on the Participant's behalf during the Plan Year, (b) the aggregate of any other elective deferrals made on the Participant's behalf during the Plan Year under any plan maintained by the Employer pursuant to Code Section 401(k), (c) the aggregate amounts (if any) contributed on the Participant's behalf during the Plan Year under any plan maintained by the Employer pursuant to Code Section 125, and (d) elective amounts that are not includible in the gross income of the Participant by reason of Code Section 132(f)(4). Notwithstanding the foregoing, a Participant's Compensation for a Plan Year shall not exceed the Compensation Limitation. For purposes of this Section, the term "Employer" shall include all Affiliated Employers of the Employer, as determined under Code Sections 414(b) and 414(c), as applied in accordance with Code Section 415(h), and Code Sections 414(m) and 414(o).

The term "Compensation" shall also include the following payments if such payments are made by the later of (a) two and one-half (2½) months following the Participant's Severance from Service Date or (b) the end of the Plan Year that includes the Participant's Severance from Service Date: (1) payments that, absent a severance from employment, would have been paid to the Employee while the Employee continued in Employment with his or her Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation; and (2) payments for accrued vacation but only if the Employee would have been able to use the vacation if Employment had continued.

The term "Compensation" shall include differential pay provided to a Participant performing qualified military service in accordance with Code Section 414(u).

The term “Compensation” shall exclude amounts received by a Participant pursuant to a nonqualified deferred compensation plan.

1.17 The term "Compensation Limitation" shall mean three hundred thirty thousand dollars ($330,000), as adjusted pursuant to Code Section 401(a)(17)(B).

1.18 The term "Continuous Service" shall mean, with respect to a Participant, the aggregate years (and fractions thereof) included in the period of time between the Participant's Employment Date and his or her first Severance from Service Date and, if applicable, each period of time between a Reemployment Date incurred by the Participant and his or her next succeeding Severance from Service Date. Continuous Service shall include "Continuous Service" under the Prior Plan for purposes of this Plan with respect to a Prior Plan Participant as defined in Section 2.1(b). Continuous Service shall include service performed for a predecessor employer to the extent required under Code Section 414(a).

1.19 The term "Contributing Employer" shall mean, with respect to a Plan Year:

(a) For purposes of Sections 3.1 and 4.1 of this Plan, an Employer that, with respect to all or a group of its Eligible Participants, shall have agreed, in a form satisfactory to the Plan Sponsor, to make Unilateral Employer Contributions on behalf of such Eligible Participants.

(b) For purposes of Sections 3.2 and 4.2 of this Plan, an Employer that, with respect to all or a group of its Eligible Participants, shall have stated its intention, in a form satisfactory to the Plan Sponsor, to make Discretionary Employer Contributions on behalf of such Eligible Participants.

(c) For purposes of Sections 3.3 and 4.3 of this Plan, an Employer that, with respect to all or a group of its Eligible Employees, shall have agreed, in a form satisfactory to the Plan Sponsor, to make Salary Deferral Contributions on behalf of such Eligible Employees.

(d) For purposes of Sections 3.4 and 4.4 of this Plan, an Employer that, with respect to all or a group of its Eligible Participants, shall have stated its intention, in a form satisfactory to the Plan Sponsor, to make Safe Harbor Matching Contributions on behalf of such Eligible Participants.

1.20 The term "Controlled Group Employer" shall mean, with respect to a Plan Year, the Plan Sponsor or any Affiliated Employer of the Plan Sponsor that shall be an Employer at any time during the Plan Year.

1.21 The term "Defined Benefit Plan" shall mean a pension plan that is not a Defined Contribution Plan.

1.22 The term "Defined Contribution Plan" shall mean a plan that provides for an individual account for each participant and for benefits based solely on the amount contributed to the participant's account, and any income, expenses, gains, losses, and forfeitures that may be allocated to the participant's account.

1.23 The term "Disability" shall mean a physical or mental condition arising after an Employee has become a Participant that totally and permanently prevents the Participant from engaging in his or her regular employment duties for his or her Employer, which such disability shall be deemed to be permanent if it is anticipated that it shall last for at least six (6) months. The determination as to whether a Participant is totally and permanently disabled shall be made (i) on evidence that the Participant is eligible for disability benefits under any long-term disability plan sponsored by his or her Employer, or (ii) on evidence that the Participant is eligible for total and permanent disability benefits under the Social Security Act.

1.24 The term "Discretionary Employer Contribution" shall mean, with respect to an Employer, a contribution made to the Trust Fund by the Employer pursuant to Sections 3.2 and 4.2 of this Plan.

1.25 The term "Discretionary Percentage" shall mean, with respect to an Employer for a Plan Year, a percentage that shall be determined by the Employer for the Plan Year; provided, however, that the Plan Administrator may determine the Discretionary Percentage for Controlled Group Employers for a Plan Year.

1.26 The term "Effective Date" shall mean September 30, 2023.

1.27 The term "Eligible Employee" shall mean, with respect to an Employer for a Plan Year or a portion thereof, an Employee who has met the requirements of Section 2.2 of this Plan.

1.28 The term "Eligible Participant" shall mean, with respect to an Employer for a Plan Year or a portion thereof, an Employee who has met the requirements of Section 2.3 of this Plan.

1.29 The term "Employee" shall mean an individual who is employed by an Employer, is not eligible to participate in any other cash or deferred arrangement, and is classified as a regular employee on the Employer's U.S. payroll (including an Expatriate whose Home Country is the United States) other than an individual who is included in a unit of employees covered by a collective bargaining agreement (unless the collective bargaining agreement provides for participation in the Plan); provided, however, that any such individual shall not be considered to be an "Employee" prior to the date as of which his or her Employer became an "Employer;" and further provided, however, that the term "Employee" shall not include:

(a) any Leased Employee;

(b) any Inpatriate who is otherwise eligible for benefits in his or her Home Country;

(c) any TCN who is otherwise eligible for benefits in a country outside the United States;

(d) any Expatriate who is otherwise eligible for benefits in his or her Host Country;

(e) any individual that an Employer treats as an independent contractor or a leased employee, even if the individual is or may be reclassified by any court, the IRS, or the Department of Labor as an employee;

(f) any individual who works for an Employer and is paid by a temporary help agency, contract firm, or leasing organization;

(g) any individual who is hired directly by an Employer for a specified period of time as an on-call, irregular, or intermittent worker;

(h) any individual who is a co-op student or an intern and who is hired directly by an Employer; and

(i) any individual who is a bona fide resident of Puerto Rico and any person who performs labor or services primarily within Puerto Rico, regardless of residence for other purposes.

1.30 The term "Employee Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record (a) any amounts transferred from the "Employee Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) any additions thereto; and (c) any deductions therefrom, all as determined in accordance with this Plan.

1.31 The term "Employer" shall mean the Plan Sponsor or any other entity (whether or not an Affiliated Employer of the Plan Sponsor) that, with the consent of the Plan Sponsor, shall adopt this Plan and the Trust Agreement and shall remain an Employer.

1.32 The term "Employer Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record (a) the Participant's allocable share (if any) of Unilateral Employer Contributions made on his or her behalf; (b) the Participant's allocable share (if any) of Discretionary Employer Contributions; (c) any amounts transferred from the "Employer Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (d) any additions thereto; and (e) any deductions therefrom, all as determined in accordance with this Plan.

1.33 The term "Employment" shall mean, with respect to an individual, employment of the individual by an Employer or an Affiliated Employer.

1.34 The term "Employment Date" shall mean, with respect to an employee of an Employer, the date that the employee first completes an Hour of Service, where the term "Hour of Service" shall be only as defined in Section 1.49(a) of this Plan.

1.35 The term "Entry Date" shall mean, with respect to an Employee, the later of: (a) the date that the individual became an Employee, or (b) the date that he or she completed his or her first (1st) Hour of Service.

1.36 The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

1.37 The term "Esko Plan" shall mean the former Esko-Graphics, Inc. 401(k) Retirement Plan as in effect immediately prior to its merger into the Prior Plan effective December 30, 2011.

1.38 The term "Excess Compensation" shall mean, with respect to an Eligible Participant for a Plan Year, the portion (if any) of the Eligible Participant's Basic Compensation for the Plan Year, or, if the Eligible Participant became an Eligible Participant after the first (1st) day of the Plan Year, the portion (if any) of the Eligible Participant's Basic Compensation while he or she was an Eligible Participant during the Plan Year, that exceeds the taxable wage base under Code Section 3121(a)(1) in effect on the first (1st) day of the Plan Year.

1.39 The term "Excess Deferrals" shall mean, with respect to a Participant for a calendar year, such portion (if any) of the Salary Deferral Contributions made for the calendar year on the Participant's behalf that the Plan Administrator shall determine pursuant to Section 3.10 of this Plan to be distributable to the Participant pursuant thereto and in accordance with Code Sections 401(a) and 402(g) and the regulations thereunder.

1.40 The term "Expatriate" shall mean an individual who is working for an Employer, whose Home Country is the United States, and who temporarily is assigned to a Host Country and is expected to return to his or her Home Country upon completion of the assignment.

1.41 The term "Five-percent Owner" shall mean, with respect to an Employer for a Plan Year, an individual who, at any time during the Plan Year, owns an interest in the Employer of more than five percent (5%), as determined in accordance with Code Section 416(i)(1).

1.42 The term "Forfeiture" shall mean an amount forfeited from the Account of an Employee or former Employee of an Employer pursuant to Section 3.10(c), Section 5.4, or Appendix A of this Plan.

1.43 The term "Forfeiture Allocation Date" shall mean any Valuation Date during a Plan Year as of which the Plan Administrator shall direct the Trustee that amounts in the Forfeitures Account shall be allocated pursuant to Section 4.7 of this Plan.

1.44 The term "Forfeitures Account" shall mean an account maintained by the Trustee to record (a) the Forfeitures that were maintained under the Prior Plan immediately before the Effective Date and spun-off to this Plan, if any; (b) any additional Forfeitures under the Prior Plan spun-off to this Plan; (c) the Forfeitures that arise with respect to Employees or former Employees of an Employer; (d) any additions thereto; and (e) any deductions therefrom, all as determined in accordance with this Plan.

1.45 The term "Hach ESOP" shall mean the former Hach Company Employee Stock Ownership Plan.

1.46 The term "Highly Compensated Employee" shall be defined in Subsection (a) below subject to the rules provided in Subsection (b) below:

(a) Definition. With respect to an Employer for a Plan Year, a Highly Compensated Employee of the Employer for the Plan Year shall be an individual described in any of Paragraphs (i) through (iii) below:

(i) An employee who performed services for the Employer during the Plan Year and who, during the preceding Plan Year, received Compensation in excess of one hundred thirty-five thousand dollars ($135,000), as adjusted by the Secretary of the Treasury in accordance with Code Section 414(q)(1); provided, however, that the Plan Administrator may elect, for any Plan Year, to apply the additional requirement that an employee described in this Paragraph shall not be considered to be a Highly Compensated Employee unless he or she was a member of the Top-paid Group for the preceding Plan Year.

(ii) An employee who performed services for the Employer during the Plan Year and who was a Five-percent Owner during the Plan Year or the preceding Plan Year.

(iii) A former employee who separated (or was deemed to have separated) from the service of the Employer prior to the Plan Year, who performed no services for the Employer during the Plan Year, and who was a Highly Compensated Employee for either the Plan Year in which he or she separated from the service of the Employer or any Plan Year ending on or after his or her fifty-fifth (55th) birthday.

(b) Rules. For purposes of this Section, the determination of the Highly Compensated Employees of an Employer for a Plan Year shall be made in accordance with regulations under Code Section 414(q) and Paragraphs (i) through (v) below:

(i) The term "Top-paid Group" shall mean the twenty percent (20%) of the employees of the Employer who received the highest Compensation; provided, however, that, for purposes of determining the

employees of the Employer who shall be included in the Top-paid Group for the Plan Year, the following groups of employees shall be excluded: (A)

employees who have not completed six (6) months of service; (B) employees who normally work fewer than seventeen and one-half (17½) hours per week; (C) employees who normally work during not more than six (6) months during any year; and (D) employees who have not attained age twenty-one (21).

(ii) With respect to an employee or former employee of the Employer for the Plan Year, the term "Compensation" shall include the aggregate of any other elective deferrals made on the individual's behalf during the Plan Year under any plan maintained by the Employer pursuant to Code Section 401(k) and the aggregate amounts (if any) contributed on his or her behalf during the Plan Year under any plan maintained by the Employer pursuant to Code Section 125.

(iii) The term "Employer" shall include, for purposes of determining an individual's Compensation and all other purposes other than determining who is a Five-percent Owner, all Affiliated Employers of the Employer.

(iv) The term "employee" shall not include an individual who is a nonresident alien described in Code Section 414(q)(11).

(v) In determining who is a Highly Compensated Employee, the Employer elects to use calendar year data in accordance with the regulations under Code Section 414(q).

1.47 The term "Home Country" shall mean the country to which an individual's salary and benefits are tied.

1.48 The term "Host Country" shall mean the country in which the individual is working.

1.49 The term "Hour of Service" shall be defined in Subsection (a) below subject to the rules in Subsection (b) below:

(a) Definition. With respect to an employee of an Employer, an Hour of Service shall be an hour described in any of Paragraphs (i), (ii), or (iii) below:

(i) Each hour for which the employee is paid, or entitled to payment, for the performance of duties for the Employer (a "Performance Hour").

(ii) Each hour for which the employee is paid, or entitled to payment, by the Employer on account of a period of time during which the employee did not perform duties (irrespective of whether the employment relationship had terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence (an "Absence Hour").

(iii) Each hour during which the employee performed duties and for which the Employer awards or agrees to back pay, irrespective of mitigation of damages (a "Back-pay Performance Hour"), and each hour during which the employee did not perform or would not have performed duties and for which the Employer awards or agrees to back pay, irrespective of mitigation of damages (a "Back-pay Absence Hour").

(b) Rules. For purposes of this Section, an employee's Hours of Service shall be calculated and credited in accordance with Paragraphs (b) and (c) of Section 2530.200b-2 of the United States Department of Labor Regulations and the following:

(i) For purposes of calculating Absence Hours, a payment shall be deemed to be made by, or due to the employee from, the Employer regardless of whether such payment is made by or due from the Employer directly or indirectly through, among others, a trust fund or insurer to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular employees of the Employer or are on behalf of a group of employees of the Employer in the aggregate.

(ii) An Absence Hour shall not be based on a payment to the employee that was made or is due (A) under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws or (B) solely to reimburse the employee for medical or medically related expenses incurred by the employee.

(iii) A Performance Hour or an Absence Hour that is also a Back-pay Performance Hour or a Back-pay Absence Hour, respectively, shall be credited as only one (1) Hour of Service.

(iv) No more than five hundred one (501) Hours of Service shall be credited for a continuous period of Absence Hours or Back-pay Absence Hours, whether or not such period occurs in one (1) or more than one (1) Plan Year or other computation period.

(v) For purposes of Paragraph (b)(1) of Section 2530.200b-2 of the United States Department of Labor regulations, forty (40) Hours of Service shall be credited for each week of Absence Hours or Back-pay Absence Hours.

(vi) The term "Employer" shall include all Affiliated Employers of the Employer.

1.50 The term "Inpatriate" shall mean an individual who is working for an Employer, whose Host Country temporarily is the United States, and whose Home Country is outside the United States.

1.51 The term "Leased Employee" shall mean any person (other than an employee of the Employer) who pursuant to an agreement between the Employer and any other person ("leasing organization") has performed services for the Employer (or for the Employer and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under the primary direction or control by the employer. Contributions or benefits provided to a leased employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. A leased employee shall not be considered an employee of the Employer if: (1) such employee is covered under a money purchase pension plan providing (i) a nonintegrated employer contribution rate of at least 10% of Compensation, (ii) immediate participation, and (iii) full and immediate vesting; and (2) leased employees do not constitute more than 20% of the Employer's nonhighly compensated work force.

1.52 The term "Life Annuity" shall mean, with respect to a Participant or the spouse of a deceased Participant, a series of monthly payments to the Participant or spouse for his or her life under which the last payment shall be made as of the first day of the month in which the Participant or spouse dies.

1.53 The term "Matching Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record (a) any amounts transferred from the "Matching Contributions Subaccount" (if any) that was maintained

on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) any additions thereto; and (c) any deductions therefrom, all as determined in accordance with this Plan.

1.54 The term "Nonforfeitable Account" shall mean, with respect to a Participant, the portion (if any) of the Participant's Account that is nonforfeitable as determined pursuant to Article V of this Plan.

1.55 The term "Normal Retirement Date" shall mean, with respect to a Participant, the date of the Participant's sixty-fifth (65th) birthday. A Participant's Normal Retirement Age shall be age sixty-five (65).

1.56 The term "One-year Break in Service" shall mean, with respect to a Participant, the first three hundred sixty-five (365) consecutive days during the Participant's latest Period of Severance, which such One-year Break in Service shall be deemed to occur as of the three hundredth and sixty-fifth (365th) such day.

1.57 The term "Participant" shall mean an Employee or former Employee who is participating in this Plan pursuant to Article II of this Plan.

1.58 The term "Payroll Period" shall mean, with respect to an Employee, a period with respect to which the Employee receives a payroll check or otherwise is paid for services that he or she performs during the period for an Employer.

1.59 The term "Period of Severance" shall mean, with respect to a Participant as of a Reemployment Date, the period of time between the Participant's last preceding Severance from Service Date and such Reemployment Date; provided, however, that, with respect to a Participant whose Severance from Service Date occurred as a result of an absence that constituted a Parental Leave, solely for purposes of determining the Participant's Period of Severance, the Participant's Severance from Service Date shall be deemed to be the second (2nd) anniversary of the date that the Participant's absence began, or, if earlier, the date that the Participant's Employment terminated; where, for purposes of this Section, the term "Parental Leave" shall mean a period of the Participant's absence from Employment because of (a) the Participant's pregnancy, (b) the birth of his or her child, (c) the placement of a child with the Participant for adoption, or (d) the care of his or her child for a period immediately following the child's birth or placement; provided that the Plan Administrator may require, on a uniform and nondiscriminatory basis, that the Participant timely furnish to the Plan Administrator such information as may reasonably be required for the Plan Administrator to determine that the Participant's absence qualifies as a Parental Leave and to calculate the number of days of such Parental Leave.

1.60 The term "Plan" shall mean this Veralto Corporation & Subsidiaries Savings Plan, as it may be amended from time to time. The Plan spun-off from the Prior Plan as of the Effective Date. References to periods prior to the Effective Date are included for historical context and refer to those provisions in effect at such time under the Prior Plan.

1.61 The term "Plan Administrator" shall mean the Benefits Committee of the Plan Sponsor that shall be charged with the general responsibility for the administration of this Plan pursuant to Article VII.

1.62 The term "Plan Sponsor" shall mean Veralto Corporation, with principal offices located in Waltham, Massachusetts, and its successors and assigns.

1.63 The term "Plan Year" shall mean the twelve (12)-consecutive-month period ending on a December 31. Notwithstanding the prior sentence, the initial Plan Year shall run from the Effective Date to December 31, 2023. The Plan Year shall constitute the "limitation year" for purposes of Code Section 415.

1.64 The term "Prior Employer Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained to record (a) any amounts transferred from the "Prior Employer Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) any additions thereto; and (c) any deductions therefrom, all as determined in accordance with this Plan.

1.65 The term "Prior Employer Matching & RAP Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record (a) any amounts transferred from the "Prior Employer Matching & RAP Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) any additions thereto; and (c) any deductions therefrom, all as determined in accordance with this Plan.

1.66 The term "Prior Matching Contribution" shall mean, with respect to a Participant, a contribution made to the Prior Plan's trust fund on the Participant's behalf by his or her employer under the Prior Plan, with respect to plan years under the Prior Plan beginning prior to January 1, 2011.

1.67 The term "Prior Plan" shall mean, with respect to a Participant, the Danaher Corporation & Subsidiaries Savings Plan as in effect immediately prior to the Effective Date, from which this Plan spun-off.

1.68 The term "Prior Plan Matching Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained to record (a) any amounts transferred from the "Prior Plan Matching Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) any additions thereto; and (c) any deductions therefrom, all as determined in accordance with this Plan.

1.69 The term "Qualified Annuity" shall mean, with respect to a Participant, (a) a Life Annuity payable to the Participant if he or she shall not have a spouse as of his or her Benefit Commencement Date or (b) a Qualified Joint and Survivor Annuity payable to the Participant and his or her spouse if the Participant shall have a spouse as of his or her Benefit Commencement Date.

1.70 The term "Qualified Joint and Survivor Annuity" shall mean, with respect to a Participant and his or her spouse on the Participant's Benefit Commencement Date, a Life Annuity payable to the Participant and, commencing as of the first day of the month next succeeding the month in which the Participant's death occurs, a Life Annuity payable to the spouse (if then living) under which the monthly payment to the spouse shall equal fifty percent (50%) of the monthly payment to the Participant.

1.71 The term "Qualified Pre-retirement Survivor Annuity" shall mean, with respect to the spouse of a deceased Participant, a Life Annuity payable to the spouse as of his or her Benefit Commencement Date, which shall be based on fifty percent (50%) of the Participant's Account or Subaccount with respect to which the spouse shall be entitled to receive such annuity.

1.72 The term "Reemployment Date" shall mean, with respect to a former employee of an Employer who has incurred a Severance from Service Date, the date (if any) following the

Severance from Service Date that the individual first completes an Hour of Service, where the term "Hour of Service" shall be defined only as in Section 1.49(a) of this Plan.

1.73 The term "Required Beginning Date" shall mean, with respect to a Participant or a deceased Participant, for purposes of determining minimum distributions for calendar years beginning with the 2007 calendar year, April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant terminates Employment, except that minimum distributions to a Five-percent Owner (as defined in Section 10.2(d) of the Plan) shall commence by April 1 of the calendar year following the calendar year in which the Participant attains age 70½. Any Employee who attained age 70½ in years prior to 2007 may elect to stop distributions and later recommence distributions by April 1 of the calendar year following the calendar year in which the Employee terminates Employment and there shall be no new Benefit Commencement Date upon recommencement unless Section 6.4 of the Plan applies with respect to a Prior Employer Contributions Subaccount.

1.74 The term "Roth 401(k) Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record (a) any amounts transferred from the "Roth 401(k) Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) contributions made pursuant to Article XIII of the Plan (plus any earnings thereon and minus any losses thereon); (c) any additions thereto; and (d) any deductions therefrom, all as determined in accordance with this Plan. Earnings, losses, credits and charges are separately allocated to such Subaccount on a reasonable and consistent basis.

1.75 The term "Roth In-Plan Conversion Subaccount" shall mean, with respect to a Participant, one or more subaccounts (if any) maintained on the Participant's behalf to record (a) any amounts irrevocably converted under the Plan to Roth amounts from the vested portion of a Participant's Account, pursuant to Section 13.9; (b) any amounts transferred from the "Roth In-Plan Conversion Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (c) any additions thereto; and (d) any deductions therefrom, all as determined in accordance with this Plan.

1.76 The term "Roth Rollover Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record (a) any amounts transferred from the "Roth Rollover Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) any additions thereto; and (c) any deductions therefrom, all as determined in accordance with this Plan.

1.77 The term "Safe Harbor Matching Contribution" shall mean, with respect to a Participant, a contribution made to the Trust Fund on the Participant's behalf by his or her Employer pursuant to Sections 3.4 and 4.4 of this Plan.

1.78 The term "Safe Harbor Matching Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record (a) any amounts transferred from the "Safe Harbor Matching Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) the Safe Harbor Matching Contributions made on his or her behalf; (c) any additions thereto; and (d) any deductions therefrom, all as determined in accordance with this Plan.

1.79 The term "Salary Deferral Contribution" shall mean, with respect to a Participant, an amount of the Participant's Basic Compensation that is contributed on his or her behalf to the Trust Fund pursuant to Sections 3.3 and 4.3 of this Plan.

1.80 The term "Salary Deferral Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained to record (a) any amounts transferred from the "Salary Deferral Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) the Salary Deferral Contributions made on the Participant's behalf; (c) any additions thereto; and (d) any deductions therefrom, all as determined in accordance with this Plan.

1.81 The term "Salary Deferral Limit" shall mean, with respect to a calendar year, the amount determined in accordance with the following table, as may be adjusted under Code Section 402(g)(4), except to the extent permitted under Article XII of this Plan and Code Section 414(v):

Calendar Year	**Salary Deferral Limit**
2023 or thereafter	$22,500

1.82 The term "Severance from Service Date" shall mean, with respect to a Participant who becomes absent from Employment (with or without compensation), the date determined in accordance with Subsection (a) or (b) below, as applicable, except as otherwise provided in Subsection (c) below, if and as applicable:

(a) If the Participant's absence resulted from the termination of his or her Employment because the Participant quit, was discharged, retired, or died, the date of such termination of his or her Employment.

(b) If the Participant's absence did not result from the termination of his or her Employment as described in Subsection (a) above, the earlier of the date that his or her Employment subsequently terminates, as described in Subsection (a), or the date determined in accordance with Paragraph (i) or (ii) below, as applicable:

(i) If the Participant's absence constituted an authorized leave of absence, the date one (1) year following the expiration thereof if the Participant shall have failed to return to Employment from such leave of absence without reasonable cause, as determined by the Employer or Affiliated Employer; or

(ii) The first (1st) anniversary of the first day of the Participant's absence if Paragraph (i) above is not applicable.

(c) Notwithstanding Subsections (a) and (b) above, the Participant shall not be deemed to have incurred a Severance from Service Date if:

(i) The Participant completes at least one (1) Hour of Service within the twelve (12)-month period beginning on the earlier of the date that the Participant's

Employment terminated or the date that the Participant's absence from Employment began, where the term "Hour of Service" shall be defined only as in Section 1.49(a) of this Plan; or

(ii) The Participant entered service in the armed forces of the United States and the Participant becomes an Employee again within the period of time required by USERRA to preserve his or her reemployment rights.

1.83 The term "Subaccount" shall mean, with respect to a Participant, any of the following subaccounts as may be maintained on the Participant's behalf by the Trustee in accordance with the terms of this Plan: (a) an Employer Contributions Subaccount, (b) a Salary Deferral Contributions Subaccount, (c) a Prior Employer Matching & RAP Contributions Subaccount, (d) Safe Harbor Matching Contributions Subaccount, (e) an Employee Contributions Subaccount, (f) a Transferred Contributions Subaccount, (g) a Roth 401(k) Contributions Subaccount, (h) a Roth Rollover Contributions Subaccount, (i) a Roth In-Plan Conversion Subaccount, (j) a Matching Contributions Subaccount, and (k) any other Subaccount as the Trustee may maintain on the Participant's behalf as the Plan Administrator may deem necessary.

1.84 The term "TCN" shall mean an individual from one country who is working temporarily in a second country for an Employer headquartered in a third country.

1.85 The term "Transferred Contribution" shall mean, with respect to a Participant, an amount rolled over or trustee-to-trustee transferred to the Trust Fund on the Participant's behalf pursuant to Section 3.6 of this Plan.

1.86 The term "Transferred Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record (a) any amounts transferred from the "Transferred Contributions Subaccount" (if any) that was maintained on the Participant's behalf under the Prior Plan immediately before the Effective Date; (b) the Transferred Contributions made on his or her behalf; (c) any additions thereto; and (d) any deductions therefrom, all as determined in accordance with this Plan.

1.87 The term "Trust Agreement" shall mean the Trust Agreement between Veralto Corporation (or its successor or assignee) and Fidelity Management Trust Company, as it may be amended from time to time, whereby the Trustee holds the assets of this Plan.

1.88 The term "Trust Fund" shall mean all cash, securities, life insurance, and real estate, and any and all other property held by the Trustee pursuant to the terms of the Trust Agreement, any additions thereto and any deductions therefrom.

1.89 The term "Trustee" shall mean the trustee or trustees designated in the Trust Agreement or designated pursuant to any procedure therefor provided in the Trust Agreement.

1.90 The term "Unilateral Employer Contribution" shall mean, with respect to an Employer, a contribution made to the Trust Fund by the Employer pursuant to Sections 3.1 and 4.1 of this Plan.

1.91 The term "USERRA" shall mean the Uniformed Services Employment and Reemployment Act of 1994, as it may be amended from time to time, or any subsequent corresponding law.

1.92 The term "Valuation Date" shall mean the last day of a calendar month.

1.93 The term "Valuation Period" shall mean the time period beginning on the day after a Valuation Date and ending on the next succeeding Valuation Date.

1.94 The term "Year of Service" shall mean, with respect to a Participant, the first three hundred sixty-five (365) consecutive days during the Participant's Continuous Service or any subsequent period of three hundred sixty-five (365) consecutive days during his or her Continuous Service. Years of Service under the Prior Plan shall be considered a Year of Service for purposes of this Plan with respect to a Prior Plan Participant, as defined in Section 2.1(b).

ARTICLE II
PARTICIPATION

2.1 Commencement of Participation. An Employee shall become a Participant on the earliest date specified in Subsections (a) through (d) below, if and as applicable:

(a) Eligible Employee Electing Salary Deferral Contributions. An Employee shall become a Participant on the later of (i) the date as of which he or she becomes an Eligible Employee pursuant to Section 2.2 of this Plan or (ii) the date as of which he or she first has in effect an election relating to Salary Deferral Contributions pursuant to Section 3.3 of this Plan.

(b) Prior Plan Participant. An individual whose participation in the Prior Plan terminated due to the fact that such individual's benefit under the Prior Plan was spun-off to this Plan and the individual's employer was an Employer that adopted this Plan shall become a Participant as of the Effective Date.

(c) Eligible Participant. An Employee shall become a Participant on the date as of which he or she becomes an Eligible Participant pursuant to Section 2.3 of this Plan.

(d) Employee with Transferred Contributions. An Employee who makes, or on whose behalf is made, a Transferred Contribution to this Plan shall become a Participant as of the date of the Trustee's receipt of such Transferred Contribution.

2.2 Participation as an Eligible Employee. Subject to Sections 2.4 and 2.5 of this Plan:

(a) In General. An Employee shall become an Eligible Employee on his or her Entry Date, provided that the individual is an Employee on such Entry Date.

(b) Employees on Effective Date. Notwithstanding Subsection (a) above, the date that an Employee shall become an Eligible Employee shall be the Effective Date if such date is later than the date determined pursuant to Subsection (a) above.

2.3 Participation as an Eligible Participant.

(a) Subject to Sections 2.4 and 2.5 of this Plan, an Employee shall become an Eligible Participant for Unilateral Employer Contributions and Discretionary Employer Contributions on the anniversary of his or her Entry Date that coincides with or next follows the latest of: (a) the date that the individual became an Employee, or (b) the date that he or she completed one (1) Year of Service uninterrupted by a One-year Break in Service, provided that the individual is an Employee on such anniversary.

(b) Subject to Sections 2.4 and 2.5 of this Plan, an Employee shall become an Eligible Participant for Safe Harbor Matching Contributions on his or her Entry Date.

2.4 Former Employee.

(a) Subject to Subsection (b) below, in the case of a former Employee who did not become an Eligible Employee pursuant to Section 2.2 of this Plan or who did not become an Eligible Participant pursuant to Section 2.3 of this Plan, as applicable, solely because he or she was not an Employee on the date as of which he or she would have become an Eligible

Employee or an Eligible Participant pursuant to Section 2.2 or Section 2.3, as the case may be, the individual shall become an Eligible Employee or an Eligible Participant, as applicable, on the later of (a) such date or (b) his or her Reemployment Date.

(b) If a rehired Employee who had no nonforfeitable right to his or her Employer Contributions Subaccount, Matching Contributions Subaccount, and his or her Prior Employer Matching & RAP Contributions Subaccount is rehired after incurring a period of consecutive One-year Breaks in Service equal to or greater than (A) five or (B) the aggregate number of Years of Service he earned before such period of One-year Breaks in Service, such Employee shall be considered to be a new Employee as of his Reemployment Date, and any Years of Service he completed prior to such period of One-year Breaks in Service shall be disregarded in determining his Years of Service for purposes of Section 2.3 above as a rehired Employee.

2.5 Former Eligible Employee or Former Eligible Participant. A former Employee who once was an Eligible Employee or an Eligible Participant shall again become an Eligible Employee or an Eligible Participant, respectively, on the date that he or she completes his or her first (1st) Hour of Service as a rehired Employee.

2.6 Termination of Participation.

(a) Eligible Employee. An Eligible Employee who ceases being an Employee shall cease being an Eligible Employee.

(b) Eligible Participant. An Eligible Participant who ceases being an Employee shall cease being an Eligible Participant.

(c) Participant. A Participant shall cease being a Participant on the earlier of (i) the date of his or her death or (ii) the date as of which an Account is no longer maintained for him or her.

ARTICLE III
CONTRIBUTIONS

3.1 Unilateral Employer Contributions. With respect to each Employer that shall be a Contributing Employer for purposes of this Section, as of each Valuation Date that relates to the end of a Payroll Period, a Unilateral Employer Contribution shall be made on behalf of the group of individuals each of whom shall have been an Eligible Participant of the Employer at any time during the Valuation Period ending on the Valuation Date in an amount equal to a percentage of the Eligible Participant's Basic Compensation for the Valuation Period as the Plan Administrator in its sole discretion may determine for all Controlled Group Employers, where such percentage shall be greater than or equal to zero percent (0%) and less than or equal to two percent (2%) of the aggregate Basic Compensation of such Eligible Participants for such Valuation Period.

As soon as administratively possible after the Valuation Date that relates to the end of the Payroll Period, the Employer shall pay to the Trustee an amount equal to the Unilateral Employer Contribution so determined for the respective Valuation Period less any amounts used from the Forfeitures Account, as allowed under Section 4.7.

3.2 Discretionary Employer Contributions. With respect to each Employer that shall be a Contributing Employer for purposes of this Section, if the Discretionary Percentage for the Employer for a Plan Year exceeds zero percent (0%), as of the last day of the Plan Year, a Discretionary Employer Contribution shall be made on behalf of the group of individuals each of whom shall have been an Eligible Participant of the Employer on the last day of such Plan Year and shall have Excess Compensation for the Plan Year in an amount equal to the Discretionary Percentage multiplied by the aggregate Excess Compensation of such Eligible Participants for such Plan Year.

As soon as administratively possible after the last day of the Plan Year, the Employer shall pay to the Trustee an amount equal to the Discretionary Employer Contribution so determined less any amounts used from the Forfeitures Account, as allowed under Section 4.7.

3.3 Salary Deferral Contributions.

(a) Right to Defer. Subject to this Section, an Eligible Employee of an Employer that shall be a Contributing Employer for purposes of this Section may elect to have a percentage of his or her Basic Compensation for each Payroll Period during which he or she shall be an Eligible Employee and shall have in effect an election with respect thereto withheld by his or her Employer and paid to the Trust Fund as a Salary Deferral Contribution. The designated percentage of an Eligible Employee's Basic Compensation that he or she may elect to have withheld as a Salary Deferral Contribution shall be a whole percentage between one percent (1%) and seventy-five percent (75%), inclusive; provided however, that the Plan Administrator may also take any such actions as the Plan Administrator may determine to be necessary or desirable in order to avoid distributions of Excess Contributions pursuant to Appendix A of this Plan, including, but not limited to, requiring that the designated percentage of a Highly Compensated Eligible Employee's (as defined in Appendix A) Basic Compensation be withheld as a Salary Deferral Contribution which shall not exceed a specified percentage determined by the Plan Administrator.

(b) Elections. Subject to any procedures established by the Plan Administrator pursuant to Subsection (d) below, a Participant may make, change, or revoke an

election with respect to Salary Deferral Contributions only as described in Paragraphs (i) through (iii) below:

(i) Initial Election and Changes. An Eligible Employee may make his or her initial election to have Salary Deferral Contributions made on his or her behalf by properly completing an election form (in electronic or paper form as determined by the Plan Administrator) and filing it with the Plan Administrator. Such initial election shall be effective for successive Payroll Periods starting with the Payroll Period that begins on or as soon as administratively possible after the Eligible Employee's Entry Date or, if the Eligible Employee has not filed a properly completed election form with the Plan Administrator by such date, starting with the Payroll Period that begins on or as soon as administratively possible after the Eligible Employee files a properly completed election form with the Plan Administrator so long as the Eligible Employee remains an Eligible Employee on the first (1st) day of such Payroll Period. To the extent that a Participant was an active participant in the Prior Plan immediately before the Effective Date, and became a Participant in the Plan on the Effective Date as a result of the spin-off from the Prior Plan, the Salary Deferral Contribution election in effect under the Prior Plan immediately before the Effective Date (including any election of zero percent (0%)) shall be the Participant's Salary Deferral Contribution election until otherwise changed in accordance with this Section 3.3.

An Eligible Employee who has in effect an election to have Salary Deferral Contributions made on his or her behalf may change such election by properly completing an election form and filing it with the Plan Administrator. Such election shall be effective for successive Payroll Periods starting with the Payroll Period beginning as soon as administratively possible on or after the Eligible Employee files the election form with the Plan Administrator so long as the individual remains an Eligible Employee on the first day of such Payroll Period.

(ii) Revocations. An Eligible Employee may at any time revoke an existing election with respect to Salary Deferral Contributions by filing with the Plan Administrator a new election form that provides for such revocation. Any such revocation shall be effective for Payroll Periods beginning as soon as administratively possible after the date that the Eligible Employee files the election form with the Plan Administrator.

(iii) Deemed Elections. Except as otherwise provided by the Plan Administrator, the Salary Deferral Contributions designated to be made on behalf of an Eligible Employee on the last election form properly completed by the Eligible Employee and filed with the Plan Administrator shall continue until the earlier of (A) the date that the individual ceases to be an Eligible Employee or (B) the effective date of a subsequent election form with respect to Salary Deferral Contributions properly completed by the Eligible Employee and filed with the Plan Administrator.

(iv) Automatic Enrollment. Each Eligible Employee who is (A) hired or rehired in this Plan or was hired or rehired in the Prior Plan on or after January 1, 2015, (B) becomes an Eligible Employee as a result of an acquisition by the Plan Sponsor or Affiliated Employer, or (C) an individual who was employed by an Employer but not considered an Employee or Eligible Employee, who becomes an Eligible Employee, shall receive a notice describing the automatic contribution feature either before or within a reasonable period after such Eligible Employee becomes eligible to participate in the Plan pursuant to Article II. Unless such an Eligible Employee timely and affirmatively elects to make (or not make) Salary Deferral Contributions (including Roth 401(k) Contributions) to the Plan, Salary Deferral Contributions equal to 5% of Basic Compensation shall be deducted from his or her Basic Compensation each Payroll Period, beginning with the Payroll Period beginning on or after the 45th day following the date that the notice is provided to the Eligible Employee, or as soon as administratively practicable thereafter. An Eligible Employee who received a notice describing the automatic

contribution feature under the Prior Plan, and who did not make an affirmative deferral election or have such automatic enrollment occur on or before the Effective Date, shall participate in this Plan as if such notice was issued by this Plan.

On an annual basis, each Eligible Employee on whose behalf no Salary Deferral Contributions (including Roth 401(k) Contributions) are being contributed to the Plan pursuant to an affirmative election, shall be provided a notice describing the automatic contribution feature and, unless such Eligible Employee timely and affirmatively elects to make (or not make) Salary Deferral Contributions to the Plan, Salary Deferral Contributions equal to 5% of Basic Compensation shall be deducted on a pre-tax basis from his or her Basic Compensation each Payroll Period, beginning with the Payroll Period beginning on or after the 45th day following the date the notice is provided to the Eligible Employee, or as soon as administratively practicable thereafter. The prior sentence shall not apply to an Eligible Employee who affirmatively elected not to contribute Salary Deferral Contributions to the Plan no earlier than the first day of the second month beginning before the date the annual notice is provided.

All contributions made to the Plan pursuant to this Paragraph (iv) shall be made in accordance with procedures adopted by the Plan Administrator and invested pursuant to Section 4.9(b) until the Participant directs the investment of such amounts pursuant to Section 4.9(a).

(v) Automatic Increase. Each Eligible Employee who is (A) hired or rehired in this Plan or was hired or rehired in the Prior Plan on or after January 1, 2015, (B) becomes an Eligible Employee as a result of an acquisition by the Plan Sponsor or Affiliated Employer, or (C) an individual who was employed by an Employer but not considered an Employee or Eligible Employee, who becomes an Eligible Employee, on whose behalf Salary Deferral Contributions (including Roth 401(k) Contributions) are being contributed to the Plan pursuant to an affirmative election in an amount less than 5% of Basic Compensation shall be provided a notice informing the Eligible Employee that, unless he or she timely and affirmatively elects to make (or not make) a specific deferral rate of Salary Deferral Contributions to the Plan, the designated deferral percentage with respect to his or her Salary Deferral Contributions on a pre-tax basis shall be increased automatically so that the Salary Deferral Contributions and/or Roth 401(k) Contributions, in the aggregate, being made to the Plan on his or her behalf equal 5% of such Eligible Employee's Basic Compensation, beginning with the Payroll Period on or after April 1 of each Plan Year, or as soon as practicable hereafter. The prior sentence shall not apply to an Eligible Employee who affirmatively elected to make a specific deferral rate of Salary Deferral Contributions (including Roth 401(k) Contributions) to the Plan no earlier than the first day of the second month beginning before the date the annual notice is provided.

(c) Employer Withholding and Transmittal to Trust Fund. Each Employer who has Eligible Employees on whose behalf elections with respect to Salary Deferral Contributions shall be in effect for a Payroll Period shall withhold the designated Salary Deferral Contribution from each such Eligible Employee's Basic Compensation in accordance with the respective such election. Then, as soon as administratively possible after each Valuation Date that relates to the end of a Payroll Period, the Employer shall pay to the Trustee the aggregate Salary Deferral Contributions that were withheld from its Eligible Employees' Basic Compensation for the Valuation Period that ends on such date; provided, however, that, notwithstanding an election with respect to Salary Deferral Contributions made by a Highly Compensated Eligible Employee, the Plan Administrator may take any such actions as the Plan Administrator may determine to be necessary or desirable in order to avoid distributions of Excess Contributions pursuant to Appendix A, including, but not limited to, prohibiting the payment to the Trustee of Salary Deferral Contributions that would otherwise be so paid on behalf of the Highly

Compensated Eligible Employee for the remainder of a Plan Year and specifying the amount of any Salary Deferral Contribution that would otherwise be paid to the Trustee on behalf of the Highly Compensated Eligible Employee as may be so paid.

(d) Election Form Procedures. The Plan Administrator shall adopt and may amend procedures to be followed by Eligible Employees in electing to make, to change, or to revoke Salary Deferral Contributions and, pursuant thereto, may, among other actions, format election forms (including the use of electronic and/or paper forms), establish deadlines for elections, develop an approval process for elections, and determine the methods under which a Participant's Salary Deferral Contributions may be distributed to him or her, if necessary, pursuant to Section 3.10 or Appendix A of this Plan.

(e) Suspension of Salary Deferral Contributions. Notwithstanding the foregoing Subsections, a Participant who is performing qualified military service in accordance with Code Section 414(u) and has received a distribution pursuant to Section 6.1 of this Plan shall not be permitted to have Salary Deferral Contributions made on his or her behalf for a period of six (6) months following such Participant's receipt of the distribution. A Participant who was suspended from making Salary Deferral Contributions under the Prior Plan immediately prior to the Effective Date shall be suspended from making contributions under this Plan until the end of such original six (6) month suspension period.

3.4 Safe Harbor Matching Contributions.

(a) In General. Notwithstanding any other provision of the Plan, the Plan is a cash or deferred arrangement that satisfies both the ADP Test Safe Harbor for a Plan Year and the ACP Test Safe Harbor for a Plan Year. Within a reasonable period of time prior to the beginning of each Plan Year (or, in the Plan Year in which an Employee becomes eligible, within a reasonable period of time before the Employee becomes eligible), each Employee eligible to participate in the Plan shall receive a written notice outlining the Employee's rights and obligations under the Plan, and such notice shall be provided in such time, form, and manner as is necessary to comply with Code Sections 401(k)(12) and 401(m)(11) and any regulations promulgated thereunder.

(b) Required Contributions. With respect to each Employer that shall be a Contributing Employer for purposes of this Section, as of each Valuation Date that relates to the end of a Payroll Period, with respect to each individual who was an Eligible Participant of the Employer at any time during the one (1) or more Payroll Periods included in the Valuation Period ending on such Valuation Date and on whose behalf a Salary Deferral Contribution was made for any such Payroll Period, there shall be made a Safe Harbor Matching Contribution with respect to each such Salary Deferral Contribution in an amount equal to the Safe Harbor Match Amount.

As soon as administratively possible after the Valuation Date that relates to the end of the Payroll Period, the Employer shall pay to the Trustee an amount equal to the aggregate Safe Harbor Matching Contributions so determined for the respective Valuation Period less any amounts used from the Forfeitures Account, as allowed under Section 4.7.

(c) Definition. For purposes of this Section, the term "Safe Harbor Match Amount" shall mean, with respect to an Eligible Participant, an amount equal to (1) one hundred percent (100%) of the amount of the Eligible Participant's Salary Deferral Contributions for the Payroll Period that do not exceed three percent (3%) of the Eligible Participant's Basic Compensation for the Payroll Period from which the Salary Deferral Contributions were withheld, plus (2) fifty percent (50%) of the amount of the Eligible Participant's Salary Deferral Contributions for the Payroll Period that exceed three percent (3%) of the Eligible Participant's Basic Compensation for the Payroll Period from which the Salary Deferral Contributions were withheld but that do not

exceed five percent (5%) of the Eligible Participant's Basic Compensation for the Payroll Period from which the Salary Deferral Contributions were withheld.

(d) Special Rules. Safe Harbor Matching Contributions made to the Plan pursuant to Section 3.4 of the Plan shall be subject to the vesting requirements under Section 5.2 of the Plan and shall not be distributed from the Plan except as provided in Sections 6.1, 6.2, 6.8, 6.9, 6.16, and 9.2 of the Plan.

(e) Annual True-Up. For each Plan Year, each Contributing Employer under Section 3.4(b) shall make an additional Safe Harbor Matching Contribution (if necessary), as described below on behalf of each individual who was an Eligible Participant of the applicable Employer at any time during the Plan Year. Such additional Safe Harbor Matching Contribution shall be equal to the difference between (i) the Safe Harbor Matching Contribution that would have been determined under Section 3.4(c), calculated using each Eligible Participant's Salary Deferral Contributions and Basic Compensation on an annual, Plan Year basis, and (ii) the aggregate amount of any periodic Safe Harbor Matching Contributions previously made under Section 3.4(b) for the corresponding Plan Year; provided that any such additional Safe Harbor Matching Contribution for the Plan Year ending December 31, 2023 shall also take into account the Eligible Participant's "Salary Deferral Contributions" and "Basic Compensation" recognized under the Prior Plan during the period from January 1, 2023 through the Effective Date. This additional true-up Safe Harbor Matching Contribution shall be paid by the respective Contributing Employer, or satisfied by the use of amounts in the Forfeitures Account, and credited to applicable Eligible Participant accounts no later than the end of the calendar quarter following the end of the applicable Plan Year.

3.5 Additional Employer Contributions. Notwithstanding any other provision of this Plan:

(a) Corrective Contributions. An Employer shall make any such contribution to the Trust Fund on behalf of an Eligible Employee or an Eligible Participant as the Plan Administrator may determine shall be required to correct a Participant's Account, including, but not limited to, a correction to include an individual who was erroneously excluded from participation in this Plan.

(b) Required Contributions. An Employer shall make any such contribution to the Trust Fund on behalf of an Eligible Employee or an Eligible Participant as the Plan Administrator may determine shall be required to comply with USERRA.

3.6 Transferred Contributions.

(a) Rollovers. A Participant shall be entitled, upon receipt of the consent of the Plan Administrator, to have transferred to the Trust Fund cash or other property constituting:

(i) a direct rollover of an eligible rollover distribution from (1) a qualified plan described in Code Section 401(a) or 403(a), excluding after-tax employee contributions, (2) an annuity contract described in Code Section 403(b), excluding after-tax employee contributions, or (3) an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and

(ii) a participant contribution of an eligible rollover distribution from (1) a qualified plan described in Code Section 401(a) or 403(a), (2) an annuity contract described in Code Section 403(b), or (3) an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and

(iii) a participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

For purposes of this Section 3.6(a), "eligible rollover distribution" shall be as defined in Code Section 402(f)(2)(A) and "direct rollover" shall be a direct trustee-to-trustee transfer in accordance with Code Section 401(a)(31).

The Plan will accept, and account for separately, a direct rollover of designated Roth contributions described in Code Section 402A from another employer's 401(k), 403(b), or 457(b) plan. The Plan will not accept a rollover of designated Roth contributions in any other manner.

(b) Trustee-to-trustee Transfers.

(i) Individual Transfer. A Participant shall be entitled, upon receipt of the consent of the Plan Administrator, to have transferred to the Trust Fund, in the form of a trustee-to-trustee transfer, cash or other property representing his or her account in, or benefits under, another qualified trust or a qualified annuity plan.

(ii) Plan Transfer. Pursuant to any merger of this Plan with another qualified plan, or any transfer of assets to this Plan from another qualified plan, the Plan Administrator may determine that all or any portion of the amount trustee-to-trustee transferred to the Plan on a Participant's behalf shall be deemed to be a Transferred Contribution made on the Participant's behalf.

3.7 Conditional Employer Contributions. Any contribution made to the Trust Fund by an Employer pursuant to Section 3.1, 3.2, 3.3, 3.4, or 3.5 of this Plan shall be conditioned upon its deductibility under Code Section 404 and shall be subject to reversion to the Employer in accordance with Section 3.8 of this Plan.

3.8 Reversion of Employer Contributions. No contribution made to the Trust Fund by an Employer pursuant to Section 3.1, 3.2, 3.3, 3.4, or 3.5 of this Plan may revert to the Employer except as follows:

(a) Mistake of Fact. If the Employer made the contribution by reason of a mistake of fact, the contribution, to the extent attributable to the mistake of fact, may be returned to the Employer within one (1) year after the payment of the contribution.

(b) Deductibility. If the Internal Revenue Service disallows a deduction taken by the Employer for the contribution under Code Section 404, the contribution, to the extent determined to be nondeductible, may be returned to the Employer within one (1) year after the disallowance of the deduction.

Upon any reversion of a Salary Deferral Contribution pursuant to this Section, the Employer receiving the reversion shall pay the amount of such Salary Deferral Contribution to the Participant (or former Participant) on whose behalf the Salary Deferral Contribution was made as soon as administratively possible after the Employer's receipt thereof.

3.9 Actual Deferral Percentage Test and Actual Contribution Percentage Test. With respect to Eligible Participants, this Plan is a cash or deferred arrangement that satisfies the ADP Test Safe Harbor for a Plan Year and the ACP Test Safe Harbor for a Plan Year using the Safe Harbor Matching Contributions as provided in Section 3.4

of this Plan that are intended to constitute both ADP Safe Harbor Contributions and ACP Safe Harbor Matching Contributions. With respect to Eligible Employees who are not Eligible Participants, the Plan Administrator

shall determine whether the Actual Deferral Percentage Test is met with respect to each Eligible Employee Testing Group for the Plan Year; provided, however, that the Actual Deferral Percentage Test shall be deemed to have been met with respect to an Eligible Employee Testing Group for the Plan Year if all of the Eligible Employees in such group are (i) Highly Compensated Eligible Employees for the Plan Year or (ii) Nonhighly Compensated Eligible Employees for the Plan Year. If the Actual Deferral Percentage Test is not met with respect to an Eligible Employee Testing Group, the Plan Administrator shall take the steps in Appendix A of this Plan. The Actual Contribution Percentage Test is not applicable with respect to Eligible Employees who are not Eligible Participants pursuant to the requirements of Sections 2.3 and 3.4 of this Plan.

3.10 Determination and Correction of Excess Deferrals.

(a) Determination of Excess Deferrals. A Participant's Excess Deferrals (if any) for a calendar year shall be determined as follows:

(i) Excess Under This Plan and Other Plans. If, as of any date during the calendar year, the sum of (A) the aggregate Salary Deferral Contributions made on the Participant's behalf during the calendar year less any such Salary Deferral Contributions that were distributed to the Eligible Employee pursuant to Section 4.8(b) of this Plan and (B) the aggregate of any other elective deferrals, as such term is defined in Treasury Regulation Section 1.402(g)- 1(b), made on the Participant's behalf during the calendar year exceeds the Salary Deferral Limit, the Participant may designate that any portion of such excess amount shall be considered to be Excess Deferrals by notifying the Plan Administrator in writing thereof at any time during the calendar year or by the March fifteenth (15th) next following the last day of the calendar year; provided, however, that the Plan Administrator may require the Participant to certify or otherwise to establish that such designated amount should be considered to be Excess Deferrals.

(ii) Excess Under This Plan and Plans of Affiliated Employers. If, as of any date during the calendar year, the sum of (A) the aggregate Salary Deferral Contributions made on the Participant's behalf during the calendar year less any such Salary Deferral Contributions that were distributed to the Eligible Employee pursuant to Section 4.8(b) of this Plan and (B) the aggregate of any other elective deferrals, as such term is defined in Treasury Regulation Section 1.402(g)-1(b), made on the Participant's behalf during the calendar year under a plan of an Employer exceeds the Salary Deferral Limit described in Paragraph (i) above, the Participant shall be deemed to have designated that such excess amount shall be considered to be Excess Deferrals. The elective deferrals made under the Prior Plan during the period from January 1, 2023 through the Effective Date shall be included for purposes of determining elective deferrals, as such term is defined in Department of Treasury Regulation Section 1.402(g)-1(b).

(b) Distribution of Excess Deferrals. On any Distribution Date for a calendar year, the Plan Administrator shall distribute to a Participant who has Excess Deferrals for the calendar year (other than a Participant who received a complete distribution of his or her Salary Deferral Contributions Subaccount), an amount that shall equal the lesser of (i) the balance in the Participant's Salary Deferral Contributions Subaccount or (ii) the Distributable Excess Deferrals, plus any earnings or minus any losses allocable to the Distributable Excess Deferrals, as determined pursuant to Subsection (d)(i) below.

(c) Forfeiture of Safe Harbor Matching Contributions. Any Safe Harbor Matching Contributions attributable to a Participant's Excess Deferrals that are distributed pursuant to Subsection (b) above, plus any

earnings or minus any losses allocable thereto, as determined pursuant to Subsection (d)(ii) below, shall be forfeited as of the Distribution Date applicable pursuant to Subsection (b).

(d) Determination of Earnings or Losses.

(i) Distributable Excess Deferrals. The earnings or losses allocable to a Participant's Distributable Excess Deferrals as of the applicable Distribution Date shall equal (A) the earnings or losses allocable to the Salary Deferral Contributions made on the Participant's behalf for the Plan Year multiplied by (B) a fraction, the numerator of which is the amount of the Distributable Excess Deferrals and the denominator of which is (I) the balance in the Participant's Salary Deferral Contributions Subaccount as of the first (1st) day of the calendar year plus (II) the Salary Deferral Contributions made on the Participant's behalf for the Plan Year.

(ii) Forfeited Safe Harbor Matching Contributions. The earnings or losses allocable to a Participant's Safe Harbor Matching Contributions forfeited pursuant to Subsection (c) above as of the applicable Distribution Date shall equal (A) the earnings or losses allocable to the respective Safe Harbor Matching Contributions made on the Participant's behalf for the Plan Year multiplied by (B) a fraction, the numerator of which is the amount of the respective Safe Harbor Matching Contributions to be forfeited and the denominator of which is (I) the balance in the Participant's respective Safe Harbor Matching Contributions Subaccount as of the first (1st) day of the Plan Year plus (II) the respective Safe Harbor Matching Contributions made on the Participant's behalf for the Plan Year.

(e) Definitions. For purposes of this Section:

(i) The term "Distributable Excess Deferrals" shall mean, with respect to a Participant as of a Distribution Date for a calendar year, the lesser of (A) the Salary Deferral Contributions that, as of the Distribution Date, have been made on the Participant's behalf during the calendar year or (B) the Excess Deferrals determined for the Participant for the calendar year pursuant to Subsection (a) above, less any amount thereof already distributed to the Participant as of the Distribution Date pursuant to Appendix A.1(b)(iv) of this Plan.

(ii) The term "Distribution Date" shall mean, with respect to a calendar year, a date during the calendar year as selected by the Plan Administrator or a date after the last day of the calendar year but before April fifteenth (15th) of the next succeeding calendar year as selected by the Plan Administrator.

ARTICLE IV
ALLOCATIONS AND ACCOUNTS

4.1 Allocation of Unilateral Employer Contributions and Forfeitures.

(a) Contribution Received. As soon as administratively possible after the Trustee's receipt of an amount paid by a Contributing Employer for a Valuation Period pursuant to Section 3.1 of this Plan, in order to allocate the Unilateral Employer Contributions that are required to be made pursuant to Section 3.1 for the Valuation Period, the Trustee shall credit, as of the Valuation Date upon which such Valuation Period ends, such portion of the Allocable Unilateral Amount as equals each such Unilateral Employer Contribution to the Employer Contributions Subaccount of the respective Eligible Participant; where, for purposes of this Subsection, the term "Allocable Unilateral Amount" shall mean the amount so received by the Trustee plus, if the Valuation Date is a Forfeiture Allocation Date, the applicable amount (if any) in the Forfeitures Account as of such Valuation Date.

(b) No Contribution to be Received. As soon as administratively possible after each Valuation Date that is a Forfeiture Allocation Date, if no amount shall be forthcoming from the Contributing Employer for the Valuation Period ending on such Valuation Date pursuant to Section 3.1 of this Plan because the Unilateral Employer Contributions that are required to be made pursuant to Section 3.1 for such Valuation Period shall be paid entirely from the Forfeitures Account, in order to allocate such Unilateral Employer Contributions, the Trustee shall credit, as of the Valuation Date, an amount from the Forfeitures Account equal to each such Unilateral Employer Contribution to the Employer Contributions Subaccount of the respective Eligible Participant.

4.2 Allocation of Discretionary Employer Contributions and Forfeitures.

(a) Contribution Received. As soon as administratively possible after the Trustee's receipt of any amount paid by a Contributing Employer for a Plan Year pursuant to Section 3.2 of this Plan, in order to allocate the Contributing Employer's Discretionary Employer Contribution for such Plan Year, the Trustee shall allocate the Allocable Discretionary Amount among the Employer Contributions Subaccounts of the individuals who were Eligible Participants of the Contributing Employer on the last day of such Plan Year and had Excess Compensation for the Plan Year by crediting to each such Subaccount an amount that bears the same ratio to the Allocable Discretionary Amount as the Excess Compensation of the respective Eligible Participant for the Plan Year to which such Discretionary Employer Contribution relates bears to the aggregate Excess Compensation of all such Eligible Participants for such Plan Year; where, for purposes of this Subsection, the term "Allocable Discretionary Amount" shall mean the amount so received by the Trustee plus the applicable amount (if any) in the Forfeitures Account as of the last day of such Plan Year after any amounts thereof were allocated pursuant to Section 4.4 of this Plan.

(b) No Contribution to be Received. As soon as administratively possible after the last day of each Plan Year, if the Discretionary Percentage for the Plan Year shall exceed zero percent (0%) for a Contributing Employer but no amount shall be forthcoming from the Contributing Employer for the Plan Year pursuant to Section 3.2 of this Plan because the Contributing Employer's Discretionary Employer Contribution for such Plan Year shall be paid entirely from the Forfeitures Account, in order to allocate such Discretionary Employer Contribution, the Trustee shall allocate the Allocable Discretionary Amount among the Employer Contributions

Subaccounts of the individuals who were Eligible Participants of the Contributing Employer on the last day of such Plan Year in the manner provided in Subsection

(a) above; where, for purposes of this Subsection, the term "Allocable Discretionary Amount" shall mean all or such portion of the applicable amount in the Forfeitures Account as of the last day of such Plan Year, after any amounts thereof were allocated pursuant to Section 4.4 of this Plan, as equals the product of the Discretionary Percentage and the aggregate Excess Compensation of such Eligible Participants for such Plan Year.

4.3 Allocation of Salary Deferral Contributions. As soon as administratively possible after the Trustee's receipt of a Salary Deferral Contribution made on behalf of a Participant pursuant to Section 3.3 of this Plan, the Trustee shall allocate the Salary Deferral Contribution to the Participant by crediting the amount thereof to his or her Salary Deferral Contributions Subaccount; provided, however, that the Trustee shall not accept payment of a Salary Deferral Contribution that the Trustee receives later than the last day of the Plan Year following the Plan Year to which such Salary Deferral Contribution relates.

4.4 Allocation of Safe Harbor Matching Contributions and Forfeitures.

(a) Contribution Received. As soon as administratively possible after the Trustee's receipt of an amount paid by a Contributing Employer for a Valuation Period pursuant to Section 3.4 of this Plan, in order to allocate Safe Harbor Matching Contributions for the Valuation Period, the Trustee shall credit such portion of the Allocable Safe Harbor Matching Amount as equals each Safe Harbor Matching Contribution that was required to be made on behalf of an Eligible Participant pursuant to Section 3.4 to his or her Safe Harbor Matching Contributions Subaccount; where, for purposes of this Subsection, the term "Allocable Safe Harbor Matching Amount" shall mean the amount so received by the Trustee plus, if the Valuation Date upon which such Valuation Period ends is a Forfeiture Allocation Date, the applicable amount (if any) in the Forfeitures Account as of such Valuation Date after any amounts thereof were allocated pursuant to Section 4.1 of this Plan; provided, however, that the Trustee shall not accept payment of any amount to be credited as Safe Harbor Matching Contributions that the Trustee receives later than the last day of the Plan Year following the Plan Year to which such Safe Harbor Matching Contributions relate.

(b) No Contribution to be Received. As soon as administratively possible after each Valuation Date that is a Forfeiture Allocation Date, if no amount shall be forthcoming from the Contributing Employer for the Valuation Period ending on such Valuation Date pursuant to Section 3.4 of this Plan because the Safe Harbor Matching Contributions that are required to be made pursuant to Section 3.4 for the Valuation Period shall be paid entirely from the Forfeitures Account, in order to allocate such Safe Harbor Matching Contributions, the Trustee shall credit an amount from the Forfeitures Account equal to each such Safe Harbor Matching Contribution to the Safe Harbor Matching Contributions Subaccount of the respective Eligible Participant.

4.5 Additional Employer Contributions. The Trustee shall allocate any contribution made by an Employer pursuant to Section 3.5 of this Plan as directed by the Plan Administrator as soon as administratively possible after the Trustee's receipt thereof.

4.6 Allocation of Transferred Contributions. The Trustee shall allocate any Transferred Contribution made by or on behalf of a Participant to his or her Transferred Contributions Subaccount as soon as administratively possible after the Trustee's receipt thereof.

4.7 Allocation of Forfeitures. Notwithstanding any provision of this Plan to the contrary, Forfeitures shall be allocated as of a Forfeiture Allocation Date as provided below and in any order of priority as determined by the Plan Administrator in its sole discretion:

(a) to reestablish Participants' Accounts pursuant to Section 5.4 of this Plan;

(b) to Eligible Participants' Accounts as Safe Harbor Matching Contributions pursuant to Section 4.4 of this Plan;

(c) if applicable for a Plan Year, to Eligible Participants' Accounts as Unilateral Employer Contributions pursuant to Section 4.1 of this Plan;

(d) if applicable for a Plan Year, to Eligible Participants' Accounts as Discretionary Employer Contributions pursuant to Section 4.2 of this Plan;

(e) if applicable, to pay Top-heavy Contributions pursuant to Section 10.4 of this Plan; and

(f) to pay the reasonable administrative expenses of the Plan pursuant to Section 4.10 of this Plan.

4.8 Code Section 415 Requirements.

(a) Limitations. Notwithstanding any other provision of this Plan, with respect to each Participant for a Plan Year, the Participant's Annual Addition for the Plan Year shall not exceed the lesser of:

(i) One hundred percent (100%) of the Participant's Compensation for the Plan Year; or

(ii) Sixty-six thousand dollars ($66,000), as may be adjusted under Code Section 415(d).

(b) Excess Annual Additions. As soon as possible after the last day of each Plan Year, the Plan Administrator shall determine whether, due to a fact or circumstance described in regulations or any other Department of Treasury pronouncement under Code Section 415, reduction of any Participant's Annual Addition is required in order to comply with the limitations in Subsection (a) above. To the extent that any reduction of a Participant's Annual Addition is required, the provisions of EPCRS shall be the exclusive method of correcting excess annual additions.

(c) Definition. For purposes of this Section, the term "Employer" shall include, for purposes of determining an individual's Compensation and all other purposes, all other employers required to be aggregated with the Employer under Code Sections 414(b) and 414(c), as applied in accordance with Code Section 415(h), and Code Sections 414(m) and 414(o).

(d) Incorporation by Reference. Notwithstanding any provisions of this Plan to the contrary, benefits payable under this Plan shall not exceed the limits of Code Section 415 and the final Treasury regulations promulgated thereunder, the terms of which are hereby incorporated by reference; provided, however, that any specific Plan provisions and elections with respect to any provision of Code Section 415 as set forth herein that vary from any default rules under the final Treasury regulations under Code Section 415 shall be applied in addition to the generally incorporated Section 415 limitations.

4.9 Investment of Accounts. The Account of each Participant shall be separately invested subject to Subsections (a) through (e) below:

(a) Participant-directed Accounts. A Participant may direct the Trustee to invest all or any portion of the Participant's Account in such investment(s) as the Plan

Administrator shall designate from time to time, and a Beneficiary of a deceased Participant may direct the Trustee to invest all or any portion of the Participant's Account, or such part thereof to which the Beneficiary shall be entitled, in such investment(s) as the Plan Administrator shall designate from time to time.

A Participant may make his or her initial election to direct the investment of his or her Account by properly completing an investment option election and filing it with the Trustee, and, if a Participant who has died did not make an initial election to direct the investment of his or her Account, a Beneficiary of the deceased Participant may make such an initial election to direct the investment of the Participant's Account, or such part thereof to which the Beneficiary shall be entitled, by properly completing an investment option election and filing it with the Trustee. To the extent that a Participant was an active participant in the Prior Plan immediately before the Effective Date, and became a Participant in the Plan as of the Effective Date as a result of the spin-off from the Prior Plan, the investment directions for contributions in effect under the Prior Plan immediately before Effective Date shall be the Participant's investment direction for contributions under this Plan until otherwise changed in accordance with this Section 4.9; provided that any investment option under the Prior Plan that is not offered under this Plan as of the Effective Date will be replaced by an investment option determined by the Plan Administrator.

If an initial investment option election has been filed with respect to a Participant's Account, the Participant or a Beneficiary of the deceased Participant may elect to change the investment election with respect to the investment of future amounts credited to the Account and/or with respect to the investment of all or a designated portion of the current balance of the Account, or part thereof to which the Beneficiary shall be entitled, as applicable, by so designating on a new investment option election and filing the election with the Trustee or, in accordance with procedures adopted by the Plan Administrator, by so notifying the Trustee in any manner acceptable to the Trustee. Except as otherwise provided by the Plan Administrator or the Trustee with respect to one (1) or more investment options, any investment election made pursuant to this Subsection by a Participant or a Beneficiary of a deceased Participant shall be effective as soon as administratively possible after the date that the Participant or Beneficiary files the investment option election with the Trustee or otherwise notifies the Trustee of his or her election in accordance with this Subsection, and such election shall continue in effect until the effective date of a subsequent investment election properly made.

The Plan Administrator shall adopt and may amend procedures to be followed by Participants and Beneficiaries of deceased Participants in electing to direct investments pursuant to this Subsection. In establishing any such procedures, the Plan Administrator may, among other actions, format investment option forms and establish deadlines for elections.

(b) Nondirected Accounts. The Plan Administrator shall from time to time designate the fund in which shall be invested any Account (or portion of an Account) for which an investment option election has not been made pursuant to Subsection (a) above.

(c) Earnings or Losses. The earnings or losses attributable to the assets in each of a Participant's Subaccounts shall be credited to or deducted from, as applicable, the respective Subaccounts at intervals during the Plan Year as shall be consistent with the investment of the Account pursuant to this Section.

(d) Employer Stock. The Plan Administrator shall designate an investment fund which shall invest exclusively in common stock of the Plan Sponsor, which shall be "qualifying employer securities" within the meaning of ERISA Section 407(d)(5), and such cash or cash equivalent as is necessary to provide adequate

liquidity to comply with Participant and Beneficiary investment directions. The purpose of including such an investment within the Plan

is to offer each Participant or Beneficiary the opportunity to utilize common stock of the Plan Sponsor to build a diversified investment portfolio consistent with such Participant or Beneficiary's own individual risk tolerances and to permit Participants and Beneficiaries to take advantage of the favorable taxation of lump-sum distributions in the form of shares of appreciated stock.

(e) Danaher Stock Fund. The Plan Sponsor intends, as a matter of Plan design, that the Danaher stock fund remain an investment fund under the Plan until otherwise determined by the Plan Sponsor. The Plan Sponsor further intends that the Danaher stock fund shall at all times be invested exclusively in Danaher stock and such cash or cash equivalent as is necessary to provide adequate liquidity to comply with Participant and Beneficiary investment directions.

(i) Establishment. The Danaher stock fund will be established effective as of the date the Trust receives shares of Danaher stock from the Prior Plan. The Plan Administrator may appoint an independent fiduciary who, if appointed, shall be responsible, if at all, for managing and controlling such investment fund effective until the date of liquidation as may be determined by the Plan Sponsor and the independent fiduciary.

(ii) Fund Investments. The Danaher stock fund shall be invested exclusively in Danaher stock, except for such amount that shall be invested in cash or cash equivalents as is necessary to satisfy the estimated liquidity needs of the Danaher stock fund resulting from investment exchanges, withdrawals, distributions and loans pursuant to the terms of the Plan. The cash component of the Danaher stock fund shall be invested in cash and cash equivalent instruments, including bank deposits and highly rated short-term and liquid investments such as money market instruments, as determined by the Trustee. Danaher stock and the cash component of the Danaher stock fund may be held by the Trustee at its direction in either its name as Trustee or in the name of one or more nominees including a directed Trustee.

(iii) Fund Contributions. No contributions, loan repayments, investment exchanges or other amounts shall be invested in the Danaher stock fund (including any dividends paid with respect to Danaher stock). Dividends paid with respect to Danaher stock shall be invested in accordance with a Participant's current investment elections. No election shall be permitted with respect to dividends on Danaher stock for the direct payment in cash in lieu of being invested as part of the Participant's Account.

(iv) Fund Exchanges and Distributions. Amounts held in the Danaher stock fund shall continue to be so invested until such time as the Participant or Beneficiary makes an investment exchange or such amounts are distributed, withdrawn, borrowed or forfeited in accordance with the terms of the Plan. Consistent with the foregoing, for purposes of making withdrawals, distributions and loans under any provision of the Plan which provides for a pro rata liquidation of investment funds in connection with such transaction, the Danaher stock fund shall be liquidated along with such other investments based on the same pro rata methodology.

(v) Sale of Danaher Stock. Any sales or purchases of Danaher stock that may be required for purposes of the Plan shall be transacted solely on the open market and not with the Plan Sponsor.

(vi) Valuation of Danaher Stock. The crediting and valuation rules set forth in the Plan will apply to the Danaher stock fund in the same manner that they apply to other investment funds in the Plan. Consistent with the foregoing, the net asset value of the Danaher stock fund shall take into account its holdings in Danaher stock

and the portion of the Danaher stock fund invested in the cash component as described in Paragraph (e)(ii) above (net of

applicable expenses) and, or including, any receivables, payables and other appropriate adjustments.

4.10 Determination and Allocation of Expenses. The Plan Administrator shall determine which expenses (if any) reasonably incurred in the operation and administration of this Plan shall be paid by the Trustee from assets of the Trust Fund accrued either by debiting the Forfeitures Account by a specified dollar amount or by debiting each Participant's Account by a specified administrative fee, and the Plan Administrator shall instruct the Trustee accordingly; provided, however, that the Plan Administrator may require, on a uniform and nondiscriminatory basis, that the Trustee charge against a Participant's Account any expenses properly applicable to specific transactions involving the Participant's Account, including, but not limited to, (i) a loan to the Participant pursuant to Section 6.13 of this Plan and (ii) the Plan Administrator's (or its delegate's) review of any draft or final qualified domestic relations order that purports to affect a Participant's Account pursuant to Section 11.3(b) of this Plan. The Plan Sponsor may, but is not required to, pay or advance expenses of the Plan and may seek reimbursement from the Plan for expenses paid or advanced.

4.11 Corrections. Notwithstanding any other provision of this Plan, in the event that the Plan Administrator determines, in its sole discretion, that there has been an incorrect credit to or debit from an Account, the Plan Administrator shall take any such actions as it may deem, in its sole discretion, to be necessary or desirable to correct such prior incorrect credit or debit.

4.12 Determination of Value of Accounts. The fair market value of each Account shall be determined as of any date of valuation as follows:

(a) The fair market value of the Account (if any) as of the last preceding date of valuation; plus

(b) Any amount of Unilateral Employer Contributions credited to the Account pursuant to Section 4.1 of this Plan since the last preceding Valuation Date after any forfeiture thereof pursuant to Section 4.8(b) or Section 5.4 of this Plan; plus

(c) Any amount of a Discretionary Employer Contribution credited to the Account pursuant to Section 4.2 of this Plan since the last preceding date of valuation after any forfeiture thereof pursuant to Section 4.8(b) or Section 5.4 of this Plan; plus

(d) Any Salary Deferral Contributions credited to the Account pursuant to Section 4.3 of this Plan since the last preceding date of valuation after any distribution thereof pursuant to Section 3.10(b), Section 4.8(b), or Appendix A of this Plan; plus

(e) Any Safe Harbor Matching Contributions credited to the Account pursuant to Section 4.4 of this Plan since the last preceding date of valuation after any forfeiture thereof pursuant to Section 3.10(c), Section 4.8(b), or Appendix A of this Plan; plus

(f) Any other contribution amounts credited to the Account pursuant to Section 4.5 of this Plan since the last preceding date of valuation; plus

(g) Any Transferred Contributions credited to the Account pursuant to Section 4.6 of this Plan since the last preceding date of valuation; plus

(h) Any earnings on assets in the Account credited thereto pursuant to Section 4.9(c) of this Plan since the last preceding date of valuation; plus

(i) Any amounts credited to the Account as a result of a merger of another plan with this Plan, or a transfer of assets and liabilities from another plan to this Plan, since the last preceding date of valuation; less

(j) Any losses on assets in the Account deducted therefrom pursuant to Section 4.9(c) of this Plan since the last preceding date of valuation; less

(k) Any expenses attributable to assets in the Account deducted therefrom pursuant to Section 4.10 of this Plan since the last preceding date of valuation; less

(l) Any amounts deducted from the Account pursuant to Section 4.11 of this Plan since the last preceding date of valuation; less

(m) Any cash amounts and the fair market value of any property distributed or transferred to or on behalf of the respective Participant from the Account since the last preceding date of valuation.

4.13 Value Determinations. The Trustee and the Plan Administrator shall exercise their best judgment in determining any issue of value. All such determinations of value shall be binding upon all Participants and their Beneficiaries.

4.14 Revenue Sharing Payments. Notwithstanding any provision herein to the contrary, to the extent that the Plan receives revenue sharing payments of any kind in connection with Plan investments and/or recordkeeping arrangements, including, but not limited to, amounts credited to the "Revenue Credit Account," the Plan Administrator is authorized to (i) use revenue sharing payments for the payment of Plan expenses as described in Section 4.10 and for any other purposes as the Plan Administrator may determine, or (ii) allocate some or all of the revenue sharing among Participant Accounts on such basis as the Plan Administrator may determine; provided, however, that any such use or allocation purposes shall be consistent with and in compliance with applicable law.

ARTICLE V
VESTING AND FORFEITURES

5.1 Amounts Subject to Vesting.

(a) Vesting Schedules – Employer Contributions Subaccounts, Matching Contributions Subaccounts, and Prior Employer Matching & RAP Contributions Subaccounts. A Participant's Employer Contributions Subaccount (if any), Matching Contributions Subaccount (if any), and a Participant's Prior Employer Matching & RAP Contributions Subaccount (if any) shall become nonforfeitable in accordance with the following:

Years of Service	**Nonforfeitable Percentage**
Less than 3	0%
3 or more	100%

(b) Normal Retirement Date. Notwithstanding Subsection (a) above, a Participant's Account shall become nonforfeitable on the Participant's Normal Retirement Date.

(c) Disability or Death. Notwithstanding Subsection (a) above, a Participant's Account shall become nonforfeitable on the date (if any) that the Participant incurs a Disability or dies while he or she is an Employee. Notwithstanding the foregoing, for purposes of this Section 5.1(c), in the case of a Participant who dies while performing qualified military service as defined in Code Section 414(u), the Participant shall be deemed to have become an Employee again on the day preceding his date of death.

(d) Termination or Partial Termination of the Plan. Notwithstanding Subsection (a) above, a Participant's Account shall become nonforfeitable upon the termination of this Plan, a partial termination of this Plan, or any discontinuance of Employer Contributions and Prior Matching Contributions under the Plan by the Participant's Employer, provided that the Participant is affected thereby.

(e) Certain Employment Losses. Notwithstanding Subsection (a) above, a Participant's Account shall become nonforfeitable on the date (if any) that the Participant experiences an employment loss with his or her Employer that is a direct consequence of (i) a permanent closing of the Participant's site of employment, (ii) a mass layoff by the Participant's Employer or a shutdown of a department, operation, or facility by the Participant's Employer, under which circumstances severance benefits are paid to employees of the Participant's Employer, or (iii) a substantial change in the ownership of the Participant's Employer or such Employer's assets. For purposes of this Subsection (e), the term "employment loss" shall mean an employment termination, other than a discharge for cause, voluntary termination, or retirement.

(f) Special Vesting for Prior Plan Participants. With respect to amounts spun-off from the Prior Plan as of the Effective Date, including any amounts for Collectively

Bargained Employees, such amounts will remain vested and/or subject to the same vesting schedule as under the Prior Plan.

5.2 100% Nonforfeitable Amounts. With respect to a Participant, the Participant's Salary Deferral Contributions Subaccount, the Participant's Safe Harbor Matching Contributions Subaccount (except as required by Appendix A), the Participant's Employee Contributions Subaccount, the Participant's Roth 401(k) Contributions Subaccount, the Participant's Roth Rollover Contributions Subaccount, the Participant's Roth In-Plan Conversion Subaccount, and the Participant's Transferred Contributions Subaccount shall be at all times nonforfeitable.

5.3 Vesting Schedule Provisions.

(a) Years of Service. For purposes of the vesting schedule in Section 5.1(a) of this Plan, if a Participant or a former Participant incurs a period of one (1) or more consecutive One-year Breaks in Service and then becomes an Employee again, the following rules shall apply in counting his or her Years of Service:

(i) If the individual has not incurred a period of five (5) or more consecutive One-year Breaks in Service or his or her nonforfeitable percentage determined pursuant to Section 5.1(a) was one hundred percent (100%) as of the beginning of such period of One-year Breaks in Service, Years of Service that he or she completed before such period shall be counted for purposes of Section 5.1(a).

(ii) If the individual has incurred a period of five (5) or more consecutive One-year Breaks in Service and his or her nonforfeitable percentage determined pursuant to Section 5.1(a) was zero percent (0%) as of the beginning of such period of One-year Breaks in Service, Years of Service that he or she completed before such period shall be disregarded for purposes of Section 5.1(a).

(b) Election of Previous Vesting Schedule. Upon any amendment to the vesting schedule in effect under Section 5.1(a) of this Plan that adversely affects a Participant who has completed at least three (3) Years of Service, the Participant may elect to have the nonforfeitable percentage of his or her Employer Contributions Subaccount, his or her Matching Contributions Subaccount, and his or her Prior Employer Matching & RAP Contributions Subaccount determined without regard to such amendment by notifying the Plan Administrator in writing during the period beginning on the date that such amendment was adopted and ending on the date sixty (60) days after the latest of the following dates:

(i) The date that the amendment was adopted;

(ii) The date that the amendment became effective; or

(iii) The date that the Participant was notified in writing of the amendment.

5.4 Forfeitures and Restoration of Accounts. As of the date that a Participant's Employment terminates, any amount in his or her Account that shall not be included in his or her Nonforfeitable Account shall become a Forfeiture and shall be credited to the Forfeitures Account. Furthermore, the Participant shall be deemed to have received a zero dollars ($0) distribution of the amount of his or her Account in excess of his or her Nonforfeitable Account.

In the event that a Participant or former Participant who has had a Forfeiture from his or her Account pursuant to this Section again becomes an Employee:

(a) If the individual has not incurred a period of five (5) or more consecutive One-year Breaks in Service and the Participant has not received a distribution of his or her Nonforfeitable Account, his or her Account shall be reestablished to include the amount of such Forfeiture (allocated among the appropriate Subaccounts thereof) as of the date that he or she becomes an Employee again.

(b) If the individual has not incurred a period of five (5) or more consecutive One-year Breaks in Service and the Participant has received a distribution of his or her Nonforfeitable Account, his or her Employer Contributions Subaccount, Matching Contributions Subaccount, and his or her Prior Employer Matching & RAP Contributions Subaccount shall be reestablished to include the amount of such forfeitures as of the date that he or she becomes an Employee again.

(c) If the individual has incurred a period of five (5) or more consecutive One-year Breaks in Service, the individual's Account shall not, upon any reestablishment thereof, include the amount of such Forfeiture.

ARTICLE VI
PAYMENT OF BENEFITS

6.1 Termination of Employment. Subject to this Article, a Participant shall be entitled to receive payment of his or her Nonforfeitable Account at any time as shall be administratively feasible after the earlier of (a) the date of the Participant's termination of Employment or (b) the date of the Participant's "severance from employment" within the meaning of Code Section 401(k)(2)(B)(i) and the Treasury regulations and guidance issued thereunder. Notwithstanding the foregoing, a Participant shall be deemed to have a "severance from employment" when the Participant has performed qualified military service in accordance with Code Section 414(u) for a period of more than thirty (30) days solely for purposes of entitlement to payment of his or her Salary Deferral Contributions Subaccount (if any) and, solely for Collectively Bargained Employees who are Eligible Participants, of his or her Employee Contributions Subaccount (if any).

6.2 Death. Subject to this Article, if a Participant dies before the Participant has received any or all of his or her Nonforfeitable Account, each of the Participant's one (1) or more Beneficiaries shall be entitled to receive the Beneficiary's share of the Nonforfeitable Account at any time as shall be administratively feasible after the Participant's death.

6.3 Form and Timing of Distribution. Subject to this Article, a Participant or a Beneficiary of a deceased Participant who is entitled to receive all or a portion, as applicable, of the Participant's Nonforfeitable Account pursuant to Section 6.1 or 6.2 of this Plan, respectively, shall receive payment of such amount as provided in Subsection (a) or (b) below, as applicable:

(a) Elective Distribution. If the Participant's Nonforfeitable Account exceeds the Dollar Limit, benefits shall be paid in accordance with Paragraphs (i) through (iv) below:

(i) Participant's Election. A Participant who is entitled to payment of his or her Account may select a manner for distribution from the alternatives specified below and may select a Benefit Commencement Date, which shall not be earlier than the earliest of (a) the date of the Participant's termination of Employment or (b) the date of the Participant's "severance from Employment" within the meaning of Code Section 401(k)(2)(B)(i) and the Treasury regulations and guidance issued thereunder:

(A) A single lump-sum payment; or

(B) A series of monthly, quarterly, or annual payments of cash in a fixed amount determined by the Participant; or

(C) A series of substantially equal monthly, quarterly, or annual period payments of cash for a specified number of years not in excess of fifteen (15) years; or

(D) A series of monthly, quarterly, or annual payments of cash in an increasing percentage of the Participant's Account balance, calculated based on the Participant's age using the life expectancy tables in Treasury Regulations section 1.401(a)(9)-(9); or

(E) A series of monthly, quarterly, or annual payments of cash in a fixed percentage of the Participant's Account balance, determined by the Participant.

(ii) Beneficiary's Election. A Beneficiary who is entitled to payment of all or a portion of the Participant's Account shall receive a single lump-sum payment and may select a Benefit Commencement Date, which shall not be earlier than the date of the Participant's death and subject to the provisions of Sections 6.14 and 6.15.

(iii) Explanation of Forms of Payment. Within a reasonable period of time before the Account of a Participant is distributed, the Plan Administrator shall, pursuant to the applicable notice and timing requirements of Code Section 411(a), furnish to the Participant or Beneficiary, in writing, a general, nontechnical description of the forms of payment available and, if the amount to be distributed exceeds the Distribution Limit, notice that distribution may be deferred until the date the distribution is required to be paid pursuant to Sections 6.14 and 6.15.

(iv) Modification of Election of Form of Payment. A Participant who has elected pursuant to Paragraph (i) above to receive his or her Account in the form of periodic installments may elect, at any time after payment of installments has commenced, to make certain changes with respect to such installments subject to the following conditions:

(A) With respect to an election under Paragraph (i)(B) above, the Participant may elect (1) to change the frequency of payments and the amount originally specified and (2) to receive his or her remaining Account balance as a single lump-sum payment.

(B) With respect to an election under Paragraph (i)(C) above, the Participant may elect (1) to change the frequency of payments and the term of years originally specified and (2) to receive his or her remaining Account balance as a single lump-sum payment.

(C) With respect to an election under Paragraph (i)(D) above, the Participant may elect (1) to change the frequency of payments originally specified and (2) to receive his or her remaining Account balance as a single lump-sum payment.

(D) With respect to an election under Paragraph (i)(E) above, the Participant may elect (1) to change the frequency of payments and the percentage originally specified and (2) to receive his or her remaining Account balance as a single lump-sum payment.

(E) The Participant's Account may be charged with the reasonable expenses (if any) of complying with any such modification elected by the Participant.

(F) If distribution to a Participant of his Account has begun in the form of installment payments under Paragraph (i)(B), (i)(C), (i)(D), or (i)(E) above and the Participant dies before the entire amount of such Account has been distributed to him or her, the remaining balance of the Participant's Account shall be paid to the Participant's Beneficiary or Beneficiaries in a single lump-sum payment.

(b) Involuntary Distribution. If the Participant's Nonforfeitable Account does not exceed the Dollar Limit, Paragraph (i) or (ii) below, as appropriate, shall apply:

(i) Participant. The Participant's Benefit Commencement Date as of which the Participant shall receive his or her lump-sum distribution shall be the earliest date administratively feasible coincident with

or following after the earlier of (a) the date of the Participant's termination of Employment or (b) the date of the Participant's "severance from employment" within the meaning of Code Section 401(k)(2)(B)(i) and the Treasury regulations and guidance issued thereunder.

(ii) Beneficiary. The Beneficiary's Benefit Commencement Date as of which the Beneficiary shall receive his or her lump-sum distribution shall be the earliest date administratively feasible coincident with or following the date of the Participant's death.

(c) Calculation of Nonforfeitable Account. For purposes of this Section, a Participant's Nonforfeitable Account shall be calculated as of the Benefit Commencement Date, excluding any amounts previously distributed from the Account; provided, however, that if a Participant has begun to receive distributions pursuant to a special form of benefit under this Article VI under which at least one scheduled periodic distribution has not yet been made, and if the present value of the Participant's Nonforfeitable Account determined at the time of the first distribution under that special form of benefit, exceeded the Dollar Limit, then the Participant's Nonforfeitable Account is deemed to continue to exceed the Dollar Limit and may not be distributed without the Participant's consent.

(d) Definition. For purposes of this Section, the term "Dollar Limit" shall mean five thousand dollars ($5,000).

(e) Distribution In Kind.

(i) Qualifying Employer Securities. With respect to any election of a lump-sum distribution pursuant to Subsection (a) of this Section, a Participant or Beneficiary may elect, in accordance with procedures established by the Plan Administrator, to receive all or a portion of the Participant's Nonforfeitable Account that is invested in "qualifying employer securities" within the meaning of ERISA Section 407(d)(5), if any, in the form of (i) cash, (ii) shares of "qualifying employer securities," or (iii) a combination of (i) and (ii). For purposes of this Section, shares of "qualifying employer securities" within the meaning of ERISA Section 407(d)(5) shall be valued for distribution purposes at the earlier of (1) the closing price on the trading day the Plan Administrator receives the Participant's application for payment if the date of the Plan Administrator's receipt is a trading day and the time of the Plan Administrator's receipt is on or before 4:00 p.m. EST (or 4:00 p.m. EDT, as applicable) or (2) the closing price on the trading day next following the date the Plan Administrator receives the Participant's application for payment, and the term "trading day" shall mean each day of a Plan Year on which the New York Stock Exchange is open for business.

For purposes of this Section 6.3(e)(i), on and after the first day on which the Plan Sponsor is no longer a member of the controlled group including Danaher Corporation, such "qualifying employer securities" shall also include the portion of the Participant's Nonforfeitable Account that is invested in the Danaher stock fund and such shares of stock that qualify as "securities of the employer corporation" under Code Section 402(e).

(ii) BrokerageLink. With respect to any election of a Direct Rollover pursuant to Section 6.5 of this Plan to an individual retirement account (as described in Code Section 408 or 408A) for which Fidelity Management Trust Company is the custodian (a "Fidelity IRA"), a Participant or Beneficiary may elect, in accordance with procedures established by the Plan Administrator, to transfer directly to a Fidelity IRA all or a portion of the Participant's Nonforfeitable Account that is invested in the Fidelity BrokerageLink option under the Plan (if any) in the form of the securities in which that portion of the Participant's Account is then invested.

(f) Automatic Rollovers. With respect to a Participant, in the event of an involuntary distribution greater than one thousand dollars ($1,000) in accordance with the provisions of Section 6.3(b)(i) of this

Plan, if the Participant shall not have elected (i) to have such distribution paid directly to an Eligible Retirement Plan (as defined in Section 6.5(d) of this Plan) specified by the Participant in a Direct Rollover (as defined in Section 6.5(d) of the Plan)

or (ii) to receive the distribution directly in accordance with Section 6.3(b)(i) of this Plan, then the Plan Administrator shall pay the distribution in a Direct Rollover (as defined in Section 6.5(d) of this Plan) to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether an involuntary distribution shall be greater than one thousand dollars ($1,000), the portion of a Participant's distribution attributable to any Transferred Contributions shall be included in such determination.

6.4 Special Annuity Forms of Distribution. Notwithstanding Section 6.3(a) of this Plan, but subject to Section 6.3(b) of this Plan, this Section shall apply with respect to the portion of a Participant's Account that was part of a plan that merged into the Prior Plan, was subject to the qualified joint and survivor annuity requirements, and spun-off into the Plan.

(a) Forms of Distribution for Participant. If the Participant is entitled to receive the nonforfeitable balance of the Participant's Account pursuant to Section 6.1 of this Plan and the Participant survives to his or her Benefit Commencement Date, the following Paragraphs shall apply:

(i) Required Form. Subject to Paragraph (ii) below, as of the Participant's Benefit Commencement Date, a Participant described above shall receive his or her applicable Subaccount in the form of a Qualified Annuity.

(ii) Optional Forms. Subject to Paragraphs (iv) and (v) below, a Participant described above may elect one (1) of the optional forms of payment described in Subparagraphs (A) and (B) below for payment of his or her applicable Subaccount (if any). The Participant shall receive such elected form (if any) as of the Participant's Benefit Commencement Date in lieu of the Qualified Annuity that may otherwise be payable as of such date.

(A) Annuity. The Participant may elect to receive a Joint and Survivor Annuity under which the percentage of the Participant's monthly amount to be continued to the Participant's spouse (if living at the Participant's death) shall equal seventy-five percent (75%) or one hundred percent (100%), or the Participant may elect to receive another form of annuity, including, a Joint and Survivor Annuity under which the percentage of the Participant's monthly amount to be continued to the Participant's spouse (if living at the Participant's death) shall equal sixty-six percent (66%), any such Joint and Survivor Annuity with a refund feature, a Life Annuity with a refund feature, or a Life Annuity with a period certain of five (5), ten (10), or fifteen (15) years.

(B) Lump-sum Distribution. The Participant may elect to receive a lump-sum distribution.

(iii) Explanation. Within a reasonable period of time before a Participant's Benefit Commencement Date, which such period, in the case of a Participant who has not reached his or her Normal Retirement Date, shall be no less than thirty (30) days and no more than ninety (90) days before such date, the Plan Administrator shall furnish to the Participant a non-technical explanation of: (A) the terms and conditions of the Qualified Annuity; (B) the Participant's right to waive the Qualified Annuity and to elect an optional form of payment described in Paragraph (ii) above; (C) the financial effect of any such waiver and election; (D) the spousal consent requirement described in Paragraph (iv) below, if applicable; (E) the fact (if applicable) that the Participant has the right to defer payment of the Qualified Annuity if he or she has not attained Normal Retirement Date; (F)

the Participant's right to revoke any such waiver and election; and (G) the financial effect of any such revocation. The Participant may make a written request for additional information, which the Plan Administrator shall furnish within ninety (90) days after its receipt of such request.

(iv) Waiver. A Participant may elect to waive the Qualified Annuity and to receive instead an optional form of payment described in Paragraph (ii) above by filing with the Plan Administrator the appropriate forms provided by the Plan Administrator within the ninety (90) days ending on the Participant's Benefit Commencement Date. If the Participant had requested additional information pursuant to Paragraph (iii) above, he or she shall have ninety (90) days beginning on the date that the Plan Administrator provides such information to waive the Qualified Annuity.

If a Participant has a spouse, the Participant's waiver of the Qualified Annuity and election of an optional form of payment pursuant to Paragraph (ii) shall not be effective unless it contains or is accompanied by the written consent of the spouse, which acknowledges the effect of such waiver and election and is witnessed by a notary public or a representative of the Plan Administrator. Notwithstanding the preceding sentence, the consent of the Participant's spouse shall not be required if the Plan Administrator is satisfied that such consent cannot be obtained because the spouse cannot be located or because of such other circumstances as may be specified in regulations promulgated by the Secretary of the Treasury.

(v) Revocation of Waiver. A Participant who has elected to waive the Qualified Annuity may revoke the waiver by filing a written revocation with the Plan Administrator within the ninety (90) days ending on the Participant's Benefit Commencement Date or such other ninety (90)-day election period as is applicable pursuant to Paragraph (iv) above.

(b) Forms of Distribution for Surviving Spouse. In the event that the Participant dies before his or her Benefit Commencement Date, Paragraphs (i) through (v) below shall apply:

(i) Required Form. Subject to Paragraph (ii) below, as of the Benefit Commencement Date selected by the Participant's surviving spouse (if any), the spouse shall receive the Participant's applicable Subaccount in the form of a Qualified Pre-retirement Survivor Annuity.

(ii) Optional Forms. Subject to Paragraphs (iv) and (v) below, the spouse may elect one of the optional forms of payment described in Subparagraphs (A) and (B) below for payment of the Participant's applicable Subaccount, and the spouse shall receive such elected form (if any) as of the spouse's Benefit Commencement Date in lieu of the Qualified Pre-retirement Survivor Annuity that may otherwise be payable as of such date.

(A) Lump-sum Distribution. The spouse may elect to receive a lump-sum distribution.

(B) Life Annuity With Period Certain. The spouse may elect to receive a Life Annuity with a period certain of five (5), ten (10), or fifteen (15) years or payments in various amounts at various frequencies.

(iii) Explanation. Within a reasonable period of time before the spouse's Benefit Commencement Date, which such period, if such date precedes the date that would have been the Participant's Normal Retirement Date, shall be no less than thirty (30) days and no more than ninety days (90) days before such Benefit Commencement Date, the Plan Administrator shall furnish to the spouse in writing a general, nontechnical description of the Qualified Pre-retirement Survivor Annuity and the optional forms of payment available to him or

her, which shall include (A) an explanation of the relative financial effect of the Qualified Pre-retirement Survivor Annuity and the optional forms of payment; (B) the fact that the Qualified Pre-retirement Survivor Annuity shall be paid automatically unless it is waived; (C) the fact (if

applicable) that the spouse has the right to defer distribution if the spouse's Benefit Commencement Date precedes the date that would have been the Participant's Normal Retirement Date; (D) the spouse's right to waive the Qualified Pre-retirement Survivor Annuity and the effect of any such waiver; (E) the spouse's right to revoke any such waiver and the effect of any such revocation; and (F) the spouse's right to request in writing additional information. The spouse may make a written request for additional information, which the Plan Administrator shall furnish within ninety (90) days after its receipt of such request.

(iv) Waiver. Subject to Paragraph (v) below, a spouse may waive the Qualified Pre-retirement Survivor Annuity by filing a written waiver with the Plan Administrator within the ninety (90)-day period ending on the spouse's Benefit Commencement Date. If the spouse had requested additional information pursuant to Paragraph (iii) above, he or she shall have ninety (90) days beginning on the date the Plan Administrator provides such information to waive the Qualified Pre-retirement Survivor Annuity.

(v) Revocation of Waiver. A spouse who has elected to waive the Qualified Pre-retirement Survivor Annuity may revoke the waiver by filing a written revocation with the Plan Administrator within the ninety (90)-day period ending on the spouse's Benefit Commencement Date or such later ninety (90)-day period as may be applicable pursuant to Paragraph (iv) above.

(c) Annuity Contracts. To provide for any annuity that shall be payable pursuant to Subsection (a) or (b) above to a Participant or the surviving spouse of a deceased Participant, the Plan Administrator shall direct the Trustee to purchase from an insurance or similar company an annuity contract that complies with the requirements of Subsection (a) or (b), as applicable, and thereupon to distribute such contract to the Participant or spouse. Any such annuity contract purchased and distributed must be nontransferable.

6.5 Direct Rollovers.

(a) Applicability of Section. Notwithstanding any other provision of this Plan, this Section shall apply with respect to a Participant or the Beneficiary of a deceased Participant who has elected, or shall be required to receive, a lump-sum distribution or series of installment distributions over a period of less than ten years other than a hardship distribution pursuant to Section 6.8 or a required distribution pursuant to Section 6.15(b).

(b) Election of Direct Rollover. A Participant or Beneficiary described in Subsection (a) above may elect, at the time and in the manner prescribed by the Plan Administrator, to have a Direct Rollover made to an Eligible Retirement Plan, where the Direct Rollover shall consist of such lump-sum distribution and/or one or more such installment distributions or any portion of either or both equaling at least five hundred dollars ($500), to the extent that such distribution(s) or portion(s) thereof shall otherwise be includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and such distribution(s) or portion(s) thereof as are included in the Direct Rollover shall not be paid to the Participant or Beneficiary.

(c) Explanation. In accordance with the applicable notice and timing requirements of Code Section 411(a)(11), the Plan Administrator shall furnish to a Participant or a Beneficiary described in Subsection (a) above a nontechnical explanation of the Direct Rollover option provided for in Subsection (b) above prior to the date that a distribution eligible for a Direct Rollover shall otherwise be made to the Participant or Beneficiary.

(d) Definitions. For purposes of this Section, (i) the term "Direct Rollover" shall mean a direct trustee-to-trustee transfer described in Code Section 401(a)(31); and (ii) the

term “Eligible Retirement Plan” shall mean (A) a qualified trust as defined in Code Section 401(a), (B) an annuity plan as described in Code Section 403(a), (C) an individual retirement account as described in Code Section 408(a), (D) an individual retirement annuity as described in Code Section 408(b) (other than an endowment contract), (E) an annuity contract described in Code Section 403(b), (F) an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and (G) a Roth IRA.

6.6 Beneficiaries. The Plan Administrator shall provide to each new Participant a form (in electronic or paper format as determined by the Plan Administrator) on which he or she may designate (a) one or more Beneficiaries who shall receive all or a portion of the Participant’s Account (if any) upon the Participant’s death, including any Beneficiary who shall receive any such amount only in the event of the death of another Beneficiary; and (b) the percentages to be paid to each such Beneficiary (if there is more than one). To the extent that a Participant was a participant in the Prior Plan immediately before the Effective Date, and became a Participant in the Plan as of the Effective Date as a result of the spin-off from the Prior Plan, the Beneficiary election in effect under the Prior Plan immediately before the Effective Date shall be the Participant’s Beneficiary election until otherwise changed in accordance with this Section 6.6. A Participant may change his or her Beneficiary designation from time to time by filing a new form with the Plan Administrator. No such Beneficiary designation shall be effective unless and until the Participant has properly filed the completed form with the Plan Administrator. A married Participant shall designate his or her spouse as his or her sole Beneficiary unless the Participant’s spouse consents to the designation of a Beneficiary other than the spouse in the manner described in Section 6.7 of this Plan.

If a deceased Participant is not survived by a designated Beneficiary or if no Beneficiary was effectively designated, upon the Participant’s death, the Participant’s Account (if any) shall be paid in a single lump-sum payment to the Participant’s spouse and, if there is no spouse, to the Participant’s estate. If a designated Beneficiary is living at the death of the Participant but dies before receiving the entire benefit to which the Beneficiary was entitled, the remaining portion of such benefit shall be paid in a single lump-sum payment to the estate of the deceased Beneficiary.

6.7 Spousal Consent. Spousal consent obtained for purposes of this Plan (a) shall be in writing; (b) shall designate a Beneficiary or Beneficiaries or a form of benefits that may not be changed without further spousal consent or shall expressly permit other designations by the Participant without further spousal consent; (c) shall acknowledge the effect of such consent; and (d) shall be witnessed by a notary public or a representative of the Plan Administrator. The Plan Administrator may waive the spousal consent requirement if the Plan Administrator is satisfied that such consent cannot be obtained because a Participant’s spouse cannot be located or because of such other circumstances as the Secretary of the Treasury by regulations may prescribe. The consent of a Participant’s spouse shall be binding only upon the spouse who granted such consent.

6.8 Hardship Distributions. The Plan Administrator may, but shall not be required to, establish procedures under which hardship distributions shall be made to an Employee from all or any portion of his or her Nonforfeitable Account, including his or her Safe Harbor Matching Contributions Subaccount, earnings on his or her Salary Deferral Contributions Subaccount, earnings on his or her Roth 401(k) Contributions Subaccount, and qualified non-elective contributions; provided, however, that an Employee who was a participant in the Chemtreat, Inc. 401(k) Profit Sharing Retirement Plan or the Chemtreat ESOP and who has a Prior Employer Contributions

Subaccount with money purchase pension plan contributions previously made on his or her behalf under the Chemtreat ESOP may not elect to receive a hardship distribution of

such portion of his or her Prior Employer Contributions Subaccount. Under any such hardship distribution procedures, a distribution to an Employee shall be considered a hardship distribution only if the distribution is made on account of the Employee's immediate and heavy financial need, as described in Subsection (a) below, and the distribution is necessary to satisfy such need, as described in Subsection (b) below.

With respect to a Collectively Bargained Employee, only his or her Salary Deferral Contributions Subaccount will be eligible for a hardship distribution under this Section 6.8.

(a) Immediate and Heavy Financial Need. A distribution shall be deemed to be made on account of an Employee's immediate and heavy financial need if the distribution is made for one (1) or more of the following:

(i) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 10% of adjusted gross income) provided that, if the recipient of the medical care is not listed in Code Section 213(a), the recipient is a primary Beneficiary;

(ii) Costs directly related to the purchase of a principal residence for the Employee (but excluding mortgage payments);

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

(iv) Payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence;

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

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

(vii) Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. 100-707; provided that the Employee'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.

(b) Distribution Necessary to Satisfy Need. A distribution shall be necessary to satisfy an Employee's immediate and heavy financial need if each of the following requirements are satisfied:

(i) The distribution does not exceed the amount required to meet the Employee's immediate and heavy financial need, plus amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

(ii) The Employee has obtained all other currently available distributions (including distribution of ESOP dividends under Code Section 404(k), but not hardship distributions), under the Plan and all other plans maintained by the Employer; and

(iii) The Employee has provided to the Plan Administrator a representation in writing (including by use of an electronic medium) that he or she has insufficient cash or other liquid assets reasonably available to satisfy the financial need, and the Plan Administrator does not have actual knowledge that is contrary to such representation.

Any distribution elected pursuant to this Section shall be subject to the applicable notice and timing requirements of Code Section 411(a)(11), as described in Section 6.3(a) of this Plan.

The term "spouse" as used in this Section 6.8 shall be deemed to include any same-sex domestic partner of an Employee as determined under the Plan Sponsor's Domestic Partner Policy as of the date of such hardship distribution.

6.9 In-service Distributions at Age 59½ . An Employee who has attained age fifty-nine and one-half (59½) may, at any time, elect to receive all or any portion of his or her Nonforfeitable Account; provided, however, an Employee who was a participant in the Chemtreat, Inc. 401(k) Profit Sharing Retirement Plan or the Chemtreat ESOP and who has a Prior Employer Contributions Subaccount with money purchase pension plan contributions previously made on his or her behalf under the Chemtreat ESOP, may not elect to receive a distribution of any portion of such Prior Employer Contributions Subaccount.

Notwithstanding the terms above, a Collectively Bargained Employee who has attained age fifty-nine and one-half (59½) shall not be able to receive in-service distributions under this Section 6.9.

6.10 In-service Distributions of Employee Contributions. An Employee may, at any time, elect to receive all or any portion of his or her Employee Contributions Subaccount (if any).

6.11 In-Service Distributions of Transferred Contributions and Certain Roth Rollover Contributions. An Employee may, at any time, elect to receive all or any portion of his or her Transferred Contributions Subaccount and Roth Rollover Contributions Subaccount, if any.

6.12 Grandfathered In-service Distributions.

(a) Hach ESOP Participant. With respect to a Participant who was a participant in the Hach ESOP, if the Participant has attained age fifty-five (55) and has completed ten (10) years of service, the Participant may, at any time, elect to receive all or any portion of the nonforfeitable portion of his or her Prior Employer Contributions Subaccount.

(b) Chemtreat Plan Participant. With respect to a Participant who was a participant in the Chemtreat, Inc. 401(k) Profit Sharing Retirement Plan or the Chemtreat ESOP, if the Participant has attained age fifty-five (55), the Participant may, at any time, elect to receive all or any portion of his or her Prior Employer Contributions Subaccount other than any money purchase pension plan contributions previously made on his or her behalf under the Chemtreat ESOP.

(c) Esko Plan Participant. With respect to a Participant who was a participant in the Esko Plan, the Participant may, at any time, elect to receive all or any portion of his or her Roth Rollover Contributions Subaccount (if any).

(d) Esko Plan Participant. With respect to a Participant who was a participant in the Esko Plan, if the Participant has attained age fifty-five (55), the Participant may, at any time, elect to receive all or any portion of his or her Prior Employer Contributions Subaccount (if any).

(e) Collectively Bargained Employees. A Collectively Bargained Employee who has attained at least age seventy and one-half (70½) may elect at any time to receive all or any portion of his or her Nonforfeitable Account.

(f) Prior Plan In-service Withdrawals. A Participant who was in the Prior Plan and whose account under the Prior Plan was spun-off into the Plan shall retain any in-service withdrawal rights with respect to the spun-off amounts included in his or her Account in the Plan.

Any distribution elected pursuant to this Section shall be subject to the applicable notice and timing requirements of Code Section 411(a)(11), as described in Section 6.3(a) of this Plan, and the requirements of Section 6.5 of the Plan.

6.13 Loans to Participants. The Plan Sponsor and the Trustee may agree to establish a Participant loan program subject to written loan procedures adopted by the Plan Administrator from time to time, which shall be considered to be part of this Plan. Any loan under such loan program shall be made only to a Participant who is an Employee of an Employer as of the origination date of the loan.

6.14 Limitations on Payment of Benefits. Notwithstanding any other provision of this Plan, the payment of any benefit to or on behalf of a Participant under this Plan shall be subject to the limitations provided in Subsections (a) through (c) below, as applicable:

(a) Commencement of Benefits. Unless a later date is elected by the Participant, his or her Benefit Commencement Date shall not be later than sixty (60) days after the last day of the Plan Year in which occurs the latest of the dates described in Paragraphs (i), (ii), and (iii) below:

(i) The Participant's Normal Retirement Date;

(ii) The tenth (10th) anniversary of the date that the Participant began participating in this Plan; where, if the Participant has incurred at least one (1) Period of Severance, the years of the Participant's participation in this Plan prior to any such Period of Severance shall not be counted in determining when the Participant became a Participant if the number of years (and fractions thereof) of such Period of Severance equals or exceeds the greater of five (5) or the number of such years of the Participant's participation; or

(iii) The date that the Participant's Employment terminates.

(b) Incidental Death Benefits. The Participant shall not receive a benefit under which the present value of payments to be made to the Participant (based upon the life expectancy of the Participant determined under Treasury Regulation Section 1.72-9, Table I, and a five percent (5%) per annum interest) would be less than fifty-one percent (51%) of the value of the Participant's Nonforfeitable Account.

(c) Administrative Matters. The Plan Administrator may, in its discretion, delay the date for distribution of the benefit payable to or on behalf of a Participant to the extent necessary to determine the benefit properly, or, notwithstanding Sections 6.3, 6.4, and 7.1 of this

Plan, the Plan Administrator may, in its discretion, commence payment of the benefit payable to or on behalf of a Participant despite the fact that a timely claim therefor has not been filed.

6.15 Required Minimum Distributions.

(a) General Rules.

(i) Effective Date. Notwithstanding any other provision of this Plan, payment of any benefit to or on behalf of a Participant shall be subject to the calculations provided in Subsections (a) through (f), as applicable:

(ii) Precedence. The requirements of this Section 6.15 will take precedence over any inconsistent provisions of the Plan. The Plan generally permits lump sum distributions only. Accordingly, the provisions of this Section 6.15, which provisions are drawn from the Model Amendment published by the Internal Revenue Service, that relate to payments over a period of time (*i.e.*, life expectancy(ies)) shall not be the basis for permitting distributions to Participants (or beneficiaries of a deceased Participant) in any form other than a lump sum distribution. Whenever a Participant is required to receive a distribution under Code Section 401(a)(9), such distribution shall be in the form of a lump sum distribution.

(iii) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 6.15 will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

(iv) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section 6.15, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution.

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

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

(A) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, except as provided in Subsection (f) below, 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, except as provided in Subsection (f) below, 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 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 Subsection (b)(ii), other than Subsection (b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (b)(ii) and Subsection (d), unless Subsection (b)(ii)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (b)(ii)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(A).

(iii) Forms of Distribution. Unless the Participant's interest is distributed in the form of a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Subsections (c) and (d) of this Section 6.15.

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

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

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

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

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Subsection (c) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

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

(i) Death On or After Date Distributions Begin.

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

(I) 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.

(II) 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.

(III) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

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

(ii) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. Except as provided in Subsection (f) below, 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 Subsection (d)(i) above.

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

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

(e) Definitions.

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

(ii) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the

calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the

Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

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

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

(v) Required Beginning Date. The date specified in Section 1.73 of the Plan when distributions under Code Section 401(a)(9) are required to begin.

(f) Election to Apply 5 Year Rule to Distributions to Designated Beneficiaries. If the Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the date specified in Subsection (b)(ii) of this Section 6.15, but the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. 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 either the Participant or the surviving spouse begin this election will apply as if the surviving spouse were the Participant.

6.16 In-service Distributions upon Disability. An Employee who incurs a Disability may, at any time, elect to receive all or any portion of his or her Nonforfeitable Account.

Notwithstanding the terms above, an Employee who incurs a Disability shall not be able to receive in-service distributions under this Section 6.16 from that portion of his or her Nonforfeitable Account that was contributed on behalf of such Employee while he or she was a Collectively Bargained Employee.

6.17 Qualified Reservist Distribution. Notwithstanding anything in this Plan to the contrary, a Participant who is ordered or called to active military duty after September 11, 2001 for a period in excess of 179 days or for an indefinite period may, at any time during the period beginning on the date of such order or call and ending at the close of the active duty period, withdraw all or any portion of the Salary Deferral Contributions Subaccount in accordance with Code section 401(k)(2)(B)(i)(V).

ARTICLE VII
CLAIMS AND ADMINISTRATION

7.1 Applications. A Participant or a Beneficiary who is or may be entitled to a benefit under this Plan shall apply for such benefit in writing in a form and manner prescribed by the Plan Administrator (including an electronic or paper form). To the extent this Plan provides disability benefits within the scope of 29 CFR § 2650.503-1, claims for benefits will be administered in accordance with 29 CFR § 2560.503-1.

7.2 Information and Proof. A Participant or the Beneficiary of a deceased Participant shall furnish all information and proof required by the Plan Administrator for the determination of any issue arising under this Plan including, but not limited to, proof of marriage to a Participant or a certified copy of the death certificate of a Participant. The failure by a Participant or the Beneficiary of a deceased Participant to furnish such information or proof promptly and in good faith, or the furnishing of false or fraudulent information or proof by the Participant or Beneficiary, shall be sufficient reason for the denial, suspension, or discontinuance of benefits thereto and the recovery of any benefits paid in reliance thereon.

7.3 Notice of Address Change. Each Participant and any Beneficiary of a deceased Participant who is or may be entitled to a benefit under this Plan shall notify the Plan Administrator in writing of any change of his or her address in accordance with procedures adopted by the Plan Administrator.

7.4 Claims Procedure.

(a) Claim Denial. The Plan Administrator shall provide adequate notice in writing to any Participant or Beneficiary of a deceased Participant whose application for benefits, made in accordance with Section 7.1 of this Plan, has been wholly or partially denied. Such notice shall include the reason(s) for denial, including references, when appropriate, to specific Plan or Trust Agreement provisions; a description of any additional information necessary for the claimant to perfect the claim, if applicable and an explanation of why such information is necessary; and a description of the claimant's right to appeal under Subsection (b) below.

The Plan Administrator shall furnish such notice of a claim denial within ninety (90) days after the date that the Plan Administrator received the claim. If special circumstances require an extension of time for deciding a claim, the Plan Administrator shall notify the claimant in writing thereof within such ninety (90)-day period and shall specify the date a decision on the claim shall be made, which shall not be more than one hundred eighty (180) days after the date that the Plan Administrator received the claim. Then, the Plan Administrator shall furnish any denial notice on the claim by the later date so specified.

(b) Appeal Procedure. A claimant or his or her duly authorized representative shall have the right to file a written request for review of a claim denial within sixty (60) days after receipt of the denial, to review pertinent documents, records and other information relevant to his or her claim without charge (including items used in the determination, even if not relied upon in making the final determination and items demonstrating consistent application and compliance with this Plan's administrative processes and safeguards), and to submit comments, documents, records, and other information relating to the claim, even if the information was not submitted or considered in the initial determination.

(c) Decision Upon Appeal. In considering an appeal made in accordance with Subsection (b) above, the Plan Administrator shall review and consider any written comments,

documents, records, and other information relating to the claim, even if the information was not submitted or considered in the initial determination by the claimant or his or her duly authorized representative. The claimant or his or her representative shall not be entitled to appear in person before any representative of the Plan Administrator.

The Plan Administrator shall issue a written decision on an appeal within sixty (60) days after the date the Plan Administrator receives the appeal together with any written comments relating thereto. If special circumstances require an extension of time for a decision on an appeal, the Plan Administrator shall notify the claimant in writing thereof within such sixty (60)-day period. Then, the Plan Administrator shall furnish a written decision on the appeal as soon as possible but no later than one hundred twenty (120) days after the date that the Plan Administrator received the appeal. The decision on the appeal shall be written in a manner calculated to be understood by the claimant and shall include specific references to the pertinent Plan provisions on which the decision is based. If the claimant loses on appeal, the decision shall include the following information provided in a manner calculated to be understood by the claimant: (1) the specific reason(s) for the adverse determination; (2) reference to the specific Plan provisions on which the determination is based; (3) a statement of the claimant's right to receive at no cost information and copies of documents relevant to the claim, even if such information was not relied upon in making determinations; and (4) a statement of the claimant's rights to sue under ERISA.

(d) Exhaustion of Remedies. A Participant shall have the right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination or review, provided; however, that in no event shall a Participant or Beneficiary bring suit under ERISA in lieu of or prior to complying with the claims procedure in this Section 7.4.

7.5 Status, Responsibilities, Authority, and Immunity of Plan Administrator.

(a) Status of Plan Administrator and Designation of Additional Fiduciaries. The Plan Administrator shall be the "administrator" of this Plan, as such term is defined in Section 3(16)(A) of ERISA. The Plan Administrator may, in its discretion, designate in writing one or more other persons who shall carry out fiduciary responsibilities (other than Trustee responsibilities) under this Plan.

(b) Responsibilities and Discretionary Authority. The Plan Administrator shall have absolute and exclusive discretion to manage this Plan and to determine all issues and questions arising in the administration, interpretation, and application of this Plan and the Trust Agreement, including, but not limited to, issues and questions relating to a Participant's eligibility for Plan benefits and to the nature, amount, conditions, and duration of any Plan benefits. Furthermore, the Plan Administrator shall have absolute and exclusive discretion to formulate and to adopt any and all standards for use in any actuarial calculations required in connection with this Plan and rules, regulations, and procedures that it deems necessary or desirable to effectuate the terms of this Plan, including, but not limited to, procedures governing applications and claims for Plan benefits and appeals of claim denials; provided, however, that the Plan Administrator shall not adopt a rule, regulation, or procedure that shall conflict with this Plan or the Trust Agreement. Subject to the terms of any applicable contract or agreement, any interpretation or application of this Plan or the Trust Agreement by the Plan Administrator, or any rules, regulations, and procedures duly adopted by the Plan Administrator, shall be final and binding upon Employees, Participants, Beneficiaries, and any and all other persons dealing with this Plan. No other provision of this Plan, whether by its terms or the fact of its inclusion herein, nor the absence from this Plan of any provision, shall be

construed as limiting the generality of the foregoing except to the extent that any provision included in this Plan specifically limits the authority, responsibility, or discretion of the Plan Administrator.

(c) Delegation of Authority and Reliance on Agents. The Plan Administrator or any fiduciary designated thereby in accordance with Subsection (a) above may, in its discretion, allocate ministerial duties and responsibilities for the operation and administration of this Plan to one or more persons, who may or may not be Employees, and employ or retain one or more persons, including accountants and attorneys, to render advice with regard to any responsibility of such fiduciary.

(d) Reliance on Documents. Neither the Plan Administrator nor any fiduciary designated thereby in accordance with Subsection (a) above shall incur any liability in relying or in acting upon any instrument, application, notice, request, letter, telegram, or other paper or document believed by it to be genuine, to contain a true statement of facts, and to have been executed or sent by the proper person.

(e) Immunity of Plan Administrator. Except as and to the extent prohibited by ERISA, neither the Plan Administrator nor any fiduciary designated thereby in accordance with Subsection (a) above shall be liable for any of its acts or omissions, the acts or omissions of any other such fiduciary, or the acts or omissions of any employee or agent authorized or retained pursuant to Subsection (c) above by the Plan Administrator or other such fiduciary, except any act of any such person as constitutes gross negligence or willful misconduct.

7.6 Facility of Payment. If the Plan Administrator shall determine that a Participant or the Beneficiary of a deceased Participant to whom a benefit is payable is unable to care for his or her affairs because of illness, accident, or other incapacity, the Plan Administrator may, in its discretion, direct the Trustee to make any payment otherwise due to the Participant or Beneficiary to the legal guardian or other representative of the Participant or Beneficiary. Furthermore, the Plan Administrator may, in its discretion, direct the Trustee to make any payment otherwise due to a minor Participant or Beneficiary of a deceased Participant to the guardian of the minor or the person having custody of the minor. Any payment made in accordance with this Section to a person other than a Participant or Beneficiary shall, to the extent thereof, be a complete discharge of the Trust Fund's obligation to the Participant or Beneficiary.

7.7 Unclaimed Benefits. If the Plan Administrator cannot locate a Participant or the Beneficiary of a deceased Participant to whom payment of a benefit under this Plan is required, following a diligent effort by the Plan Administrator to locate the Participant or Beneficiary, such benefit shall be forfeited; provided that the benefit shall be restored upon the Participant's or Beneficiary's subsequent application therefor.

ARTICLE VIII
TRUST FUND PURPOSES AND ADMINISTRATION

8.1 Existence and Purposes of Trust Fund. The Plan Sponsor has entered into a Trust Agreement with the Trustee to hold the Trust Fund. Except as provided in Section 3.8 of this Plan, notwithstanding anything in this Plan to the contrary, at no time shall any contributions made to the Trust Fund or any assets at any time forming part of the Trust Fund inure to the benefit of the Plan Sponsor or any other Employer, and Trust Fund assets shall be held for the exclusive purposes of providing benefits to Participants and Beneficiaries of deceased Participants and defraying the reasonable expenses of administering this Plan and the Trust Fund.

8.2 Powers of Trustee. The Trustee shall have such powers to hold, to invest, to reinvest, to control, and to disburse the Trust Fund as shall, at such time and from time to time, be set forth in the Trust Agreement or in this Plan.

8.3 Integration of Trust Agreement. The Trust Agreement shall be deemed to be a part of this Plan, and all rights of Participants and Beneficiaries of deceased Participants under this Plan shall be subject to the provisions of the Trust Agreement.

8.4 Rights to Trust Fund Assets. No Participant or Beneficiary of a deceased Participant, nor any other person, shall have any right to, or interest in, any assets of the Trust Fund upon termination of any such Participant's Employment or otherwise, except as may be specifically provided from time to time in this Plan, the Trust Agreement, or both, and then only to the extent so specifically provided.

8.5 Plan Benefits Paid From Trust Fund Assets. Payment of all benefits provided for in this Plan shall be made solely out of the assets of the Trust Fund.

ARTICLE IX
PLAN AMENDMENT OR TERMINATION

9.1 Right to Amend. The Appointing Committee reserves all rights to amend this Plan, at any time and from time to time, to any extent that the Appointing Committee may deem advisable, and any such amendment shall take the form of an instrument in writing duly executed by one or more individuals duly authorized by the Appointing Committee; provided however, that the Plan Sponsor specifically reserves the following three (3) rights to amend the Plan, by action of its Board of Directors, at any time, and to the extent the Plan Sponsor may deem advisable, and any such amendment shall take the form of an instrument in writing duly executed by one or more individuals duly authorized by the Board of Directors of the Plan Sponsor, as follows: (a) the right to amend the Plan Sponsor's and any Employer's contribution obligations under this Plan; (b) the right to amend any vesting schedules under this Plan; and (c) the right to terminate this Plan pursuant to Section 9.2 of this Plan. Without limiting the generality of the foregoing, the Appointing Committee specifically reserves the right to amend the Plan as may be deemed necessary to ensure the continued qualification of the Plan under Code Section 401(a) and tax-exempt status of the Trust Fund under Code Section 501(a) and to amend the Plan retroactively as may be deemed necessary to conform the Plan to the requirements of the Code, ERISA, any state or other United States statute applicable to employee benefit plans and trusts, and any regulations or rulings issued pursuant thereto.

9.2 Right to Terminate. The Plan Sponsor reserves the right to terminate this Plan, by action duly taken by its Board of Directors, at any time as the Plan Sponsor may deem advisable. Upon termination of this Plan, (a) the Plan Administrator shall determine the value of the Accounts in accordance with Article IV of this Plan; (b) the Plan Administrator shall direct the Trustee to distribute the balance in each Account to or on behalf of the respective Participant in a lump sum, in cash or in kind, provided that no in-kind distribution shall be made of a life annuity; and (c) each Employer on whose behalf an amount is being held in a suspense account pursuant to Section 4.8(b) of this Plan and as permitted under EPCRS and any successor Internal Revenue Service correction program shall receive a reversion of such amount. Notwithstanding the foregoing, upon Plan termination, if distribution of Accounts shall be prohibited under Code Sections 401(k)(2)(B) and 401(k)(10), the Plan Administrator shall direct the Trustee to continue the Trust Fund, shall direct the merger of this Plan with any other defined contribution plan that may be maintained or established by the Plan Sponsor or another Employer, or shall take any other such actions as the Plan Administrator shall determine to be consistent with such Code Sections.

ARTICLE X
TOP-HEAVY PLAN PROVISIONS

10.1 Purpose. Notwithstanding anything in this Plan to the contrary, this Plan shall be administered when necessary according to this Article and Code Section 416, including that the requirements as provided under Code Section 416(b) and (c) do not apply to Collectively Bargained Employees pursuant to Treasury Regulation Section 1.416-1, T-3.

10.2 Definitions. Terms used in this Article, other than terms defined in Article I of this Plan and not defined in this Section, shall have the respective meanings set forth below unless the context clearly indicates to the contrary:

(a) The term "Determination Date" shall mean, with respect to a Plan Year, the last day of the preceding Plan Year.

(b) The term "Eligible Non-key Employee" shall mean, with respect to an Employer and a Plan Year, an individual who (i) has met the applicable participation requirements of Section 2.1 of this Plan; (ii) is not a Key Employee of the Employer as of the Determination Date for the Plan Year; (iii) is not a Collectively Bargained Employee of the Employer as of the Determination Date for the Plan Year; and (iv) is an Employee on the last day of the Plan Year.

(c) The term "Employer" shall be as defined in Section 1.31 of this Plan except that, other than for purposes of Subsections (d), (f), and (g) below, the term shall include all Affiliated Employers of the Employer.

(d) The term "Five-percent Owner" shall mean, with respect to an Employer, any individual who owns an interest in the Employer of more than five percent (5%), as determined in accordance with Code Section 416(i)(1).

(e) The term "Key Employee" shall mean, with respect to an Employer as of a Determination Date, an Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was (i) an officer of the Employer having received Compensation greater than $215,000, as adjusted under Code Section 416(i)(1); (ii) a Five-percent Owner; or (iii) a One-percent Owner who received Compensation greater than $150,000.

(f) The term "One-percent Owner" shall mean, with respect to an Employer, any individual who owns an interest in the Employer of more than one percent (1%), as determined in accordance with Code Section 416(i)(1).

(g) The term "Top Ten Owner" shall mean, with respect to an Employer, one of the ten (10) employees of the Employer who received Compensation greater than the limitation in effect under Code Section 415(c)(1)(A) and who owns the largest interests in the Employer, as determined in accordance with Code Section 416(i)(1).

(h) The term "Top-heavy Contribution" shall mean, with respect to an Eligible Non-key Employee for a Plan Year, a contribution made on behalf of the Eligible Non-key Employee for the Plan Year pursuant to Section 10.4 of this Plan.

(i) The term "Top-heavy Contributions Subaccount" shall mean, with respect to a Participant, the Subaccount (if any) maintained on the Participant's behalf to record the Top-heavy Contributions made on his or her behalf, any additions thereto, and any deductions therefrom; all as determined in accordance with this Plan.

(j) The term "Top-heavy Group" shall mean, with respect to an Employer as of a Determination Date, a group of one or more Defined Contribution Plans and Defined Benefit Plans maintained by the Employer in which any Key Employee participates, and any other Defined Contribution Plans and Defined Benefit Plans that the Employer aggregates therewith to meet Code Sections 401(a)(4) and 410(b), if, as of the Determination Date, the sum of (i) the aggregate value of the accounts of Key Employees in all such Defined Contribution Plans and (ii) the aggregate present value of the cumulative accrued benefits of Key Employees under all such Defined Benefit Plans exceeds sixty percent (60%) of the sum of (i) the aggregate value of the accounts of all Participants who are or were Employees in all such Defined Contribution Plans and (ii) the aggregate present value of the cumulative accrued benefits of all Participants who are or were Employees under all such Defined Benefit Plans. In order to prevent such required aggregation group from being a Top-heavy Group, the Employer may include in such group any other Defined Contribution Plan or Defined Benefit Plan maintained by the Employer if the group as so aggregated continues to meet the requirements of Code Sections 401(a)(4) and 410(b).

As used in this Subsection, the calculation of the value of accounts and the present values of accrued benefits shall be made with reference to the determination dates that fall within the same calendar year and shall be subject to rules the same as or comparable to the rules in Paragraphs (i) through (iii) of Subsection (k) below.

(k) The term "Top-heavy Plan" shall mean, with respect to an Employer as of a Determination Date, the Plan if, as of the Determination Date, the aggregate value of the Accounts of Key Employees for the Plan Year exceeds sixty percent (60%) of the aggregate value of the Accounts of all Participants who are Employees or this Plan is part of a Top-heavy Group. The following rules shall apply for purposes of this Subsection:

(i) The aggregate value of the Accounts of a group of Participants as of a Determination Date shall be increased by (A) the aggregate distributions made to or on behalf of any such Participant during the one (1) year period ending on the Determination Date and (B) any contributions allocable on their behalf in accordance with Article IV of this Plan that are due but not allocated as of the Determination Date, except in the case of a distribution made for a reason other than severance from employment, death, or disability where "the five (5) consecutive Plan Years" shall be substituted for "the one (1) year period." This provision shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with this Plan under Code Section 416(g)(2)(A)(i).

(ii) If a Participant has not completed an Hour of Service at any time during the one (1) year period ending on a Determination Date, his or her Account shall not be included in calculating an aggregate value of Accounts as of the Determination Date.

(iii) The Account of a Participant who is not a Key Employee as of a Determination Date but previously was a Key Employee shall not be included in calculating an aggregate value of Accounts as of the Determination Date.

10.3 Minimum Vesting Requirement. For a Plan Year in which this Plan is a Top-heavy Plan with respect to an Employer, subject to Section 5.3 of this Plan, the Employer Contributions Subaccount, the Prior Employer

Matching & RAP Contributions Subaccount, and the Matching Contributions Subaccount of each Participant who is an employee or former

employee of the Employer and who completes an Hour of Service after the first Determination Date as of which this Plan is a Top-heavy Plan with respect thereto shall become nonforfeitable in accordance with the following:

Years of Service	**Nonforfeitable Percentage**
Less than 3	0%
3 or more	100%

10.4 Minimum Contribution Requirement. For a Plan Year in which this Plan is a Top-heavy Plan with respect to an Employer, there shall be a Top-heavy Contribution made with respect to each Eligible Non-key Employee of the Employer in an amount equal to the excess (if any) of (a) the lesser of (i) three percent (3%) of the Compensation of the Eligible Non-key Employee for the Plan Year or (ii) such percentage of the Compensation of the Eligible Non-key Employee for the Plan Year as equals the highest aggregate percentage of the Compensation of any Key Employee of the Employer for the Plan Year allocated pursuant to Sections 4.1 through 4.4 of this Plan for the Plan Year to the Key Employee's Account over (b) the amount (if any) allocated pursuant to Section 4.1 or 4.2 of this Plan for the Plan Year to the Eligible Non-key Employee's Employer Contributions Subaccount. As soon as administratively possible after the last day of a Plan Year for which an Employer is required to make Top-heavy Contributions pursuant to this Section, the Employer shall pay to the Trustee an amount equal to the aggregate Top-heavy Contributions, less any amount available to pay such Top-heavy Contributions in the Forfeitures Account, and the Trustee shall credit the appropriate Top-heavy Contribution to the respective Top-heavy Contributions Subaccount of each Eligible Non-key Employee.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 Named Fiduciaries. The Plan Administrator and the Trustee shall each be a "named fiduciary," as such term is defined in Section 402(a)(2) of ERISA, to the extent of their respective duties under this Plan.

11.2 Agreement Not An Employment Contract. This Plan shall not be deemed to constitute a contract between any Employer and any Participant or Employee or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of any Employer to discharge any Participant or Employee at any time regardless of the effect that such discharge shall have upon such individual as a Participant in this Plan.

11.3 Nonalienation of Benefits.

(a) Prohibition Against Alienation or Assignment. Subject to Subsections (b) and (c) below, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability that is for alimony or other payments for the support of a spouse or former spouse, or for the support of any other relative, before payment thereof is received by the person entitled to the benefits under this Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to benefits payable under this Plan shall be void; provided, however, that this Subsection shall not prohibit the Plan Administrator from offsetting, pursuant to Section 11.4 of this Plan, any payments due to a Participant, a Beneficiary of a deceased Participant, or any other person who may be entitled to receive a benefit under this Plan, and provided further that this Subsection shall not preclude the enforcement of a federal tax levy, the collection of a judgment by the United States of an unpaid tax assessment, or any arrangement excluded from the term "assignment" or "alienation" in regulations promulgated by the Secretary of the Treasury.

(b) Exception for Qualified Domestic Relations Order. Notwithstanding Subsection (a) above or any other provision of this Plan, the Plan Administrator shall comply with a "qualified domestic relations order," as such term is defined in Code Section 414(p). The Plan Administrator shall establish a procedure to determine whether a domestic relations order that purports to affect benefits under this Plan is a qualified domestic relations order and, if so, to administer distributions thereunder. To the extent provided under a qualified domestic relations order, the former spouse of a Participant shall be treated as the surviving spouse of the Participant upon his or her death for all purposes under this Plan. A qualified domestic relations order may require payment of benefits to an alternate payee before the Participant has separated from service on or after the date on which the Participant attains or would have attained the "earliest retirement age" under this Plan, where the "earliest retirement age" shall be as defined in Code Section 414(p)(4)(B).

(c) Exception for Certain Judgments and Settlements. Notwithstanding Subsection (a) above or any other provision of this Plan, the Plan Administrator shall comply with a judgment, order, decree, or settlement agreement described in Code Section 401(a)(13)(C) and obtained, issued, or entered into, as applicable, to the

extent that it relates to this Plan. The Plan Administrator shall establish a procedure to determine whether an order or requirement that

purports to affect benefits under this Plan meets the requirements of Code Section 401(a)(13)(C) and, if so, to administer distributions thereunder.

11.4 Offset of Benefits. Notwithstanding anything in this Plan to the contrary, in the event that a Participant or the Beneficiary of a deceased Participant owes any amount to the Trust Fund, whether as a result of an overpayment or otherwise, the Plan Administrator may, in its discretion, offset the amount owed or any percentage thereof in any manner against any payments due from the Trust Fund to the Participant or Beneficiary.

11.5 Merger or Consolidation of Plan. In the event of a merger or consolidation of this Plan with any other plan or a transfer of assets or liabilities of this Plan to any other plan, a Participant shall be entitled to receive a benefit immediately after the merger, consolidation, or transfer (if the successor or transferee plan had then been terminated) that is equal to or greater than the benefit that he or she would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had then been terminated).

11.6 Merger or Consolidation of Employer. If an Employer is merged or consolidated with another business organization, or another business organization acquires all or substantially all of an Employer's assets, such organization may become an Employer hereunder by action of its board of directors and by action of the board of directors of such prior Employer, if still existent. Such a change in Employers shall not be deemed a termination of the Employer's participation in this Plan by either the predecessor or successor Employer.

11.7 Suspension of Employer Contributions. The Plan Sponsor reserves the right, in its sole discretion, to modify or suspend contributions to this Plan with respect to itself and all Employers, in whole or in part, at any time or from time to time and for any period or periods and to discontinue contributions to this Plan at any time.

11.8 Plan Continuance Voluntary. Although it is the intention of the Plan Sponsor that this Plan shall be continued, this Plan is entirely voluntary on the part of the Plan Sponsor and each other Employer, and the continuance of this Plan and Employer contributions to this Plan are not assumed as a contractual obligation of the Plan Sponsor or any other Employer.

11.9 Savings Clause. If any term, covenant, or condition of this Plan, or the application thereof to any person or circumstance, shall to any extent be held to be invalid or unenforceable, the remainder of this Plan, or the application of any such term, covenant, or condition to persons or circumstances other than those as to which it has been held to be invalid or unenforceable, shall not be affected thereby, and, except to the extent of any such invalidity or unenforceability, this Plan and each term, covenant, and condition hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.10 Governing Law. This Plan shall be construed, regulated, and administered under the laws of the State of Delaware to the extent not pre-empted by ERISA or any other federal law.

11.11 Construction. As used in this Plan, the masculine and feminine gender shall be deemed to include the neuter gender, as appropriate, and the singular or plural number shall be deemed to include the other, as appropriate, unless the context clearly indicates to the contrary.

11.12 Headings No Part of Agreement. Headings of articles, sections, and subsections of this Plan are inserted for convenience of reference; they constitute no part of this Plan and are not to be considered in the construction of this Plan.

11.13 Indemnification. The Plan Sponsor hereby agrees to indemnify any of its current or former Employees or any current or former members of its board of directors to the full extent of any expenses, penalties, damages, or other pecuniary loss that any such indemnitee may suffer as a result of his or her responsibilities, obligations, or duties in connection with this Plan or fiduciary responsibilities actually performed in connection with this Plan. Such indemnification shall be paid by the Plan Sponsor to the indemnitee to the extent that fiduciary liability insurance is not available to cover the payment of such items, but in no event shall any such amount be paid out of Plan assets. Notwithstanding the foregoing, this Section shall not relieve any current or former Employee or member of an Employer's board of directors serving in a fiduciary capacity of his or her fiduciary responsibilities or liabilities to this Plan for breaches of fiduciary obligations, nor shall this Section be deemed to violate any provision of Part 4 of Title I of ERISA as it may be interpreted from time to time by the United States Department of Labor and any courts of competent jurisdiction.

ARTICLE XII
CATCH-UP CONTRIBUTIONS

12.1 Purpose. Notwithstanding anything in this Plan to the contrary, this Plan shall be administered to permit a Catch-up Eligible Participant to make Catch-up Contributions in accordance with the provisions of this Article XII, Code Section 414(v), and the regulations issued thereunder. The provisions of this Article XII shall supersede any other provisions of this Plan to the extent those provisions shall be inconsistent with the provisions of this Article XII.

12.2 Definitions. Terms used in this Article, other than terms defined in Article I of this Plan and not defined in this Section, shall have the respective meanings set forth below unless the context clearly indicates to the contrary:

(a) The term "Catch-up Eligible Participant" shall mean, with respect to a Plan Year, an Eligible Employee who is age fifty (50) or older, or who is projected to attain age fifty (50) by the December 31 immediately following the last day of that Plan Year.

(b) The term "Catch-up Contributions" shall mean, with respect to a taxable year, Elective Deferrals made by the Catch-up Eligible Participant that (i) exceed any Applicable Limit, (ii) are treated as Catch-up Contributions by his or her Employer, and (iii) do not exceed the Catch-up Contributions Limit.

(c) The term "Elective Deferral" shall mean, with respect to a taxable year, an elective deferral within the meaning of Code Section 402(g)(3) or any contribution to a Code Section 457 eligible governmental plan.

(d) The term "Applicable Limit" shall mean, for purposes of determining Catch-up Contributions for a Catch-up Eligible Participant, any of the following: (i) a Statutory Limit, (ii) an Employer-provided Limit, or (iii) the ADP Limit.

(e) The term "Statutory Limit" shall mean a limit on Elective Deferrals or Annual Additions permitted to be made (without regard to Code Section 414(v) and this Article XII) with respect to a Participant for a year provided in Code Section 401(a)(30), 402(h), 403(b)(1)(E), 404(h), 408(k), 408(p), 415, or 457, as applicable. For purposes of determining the Statutory Limit, all Applicable Employer Plans of the Employer shall be aggregated, and the Employer shall include all Affiliated Employers of the Employer.

(f) The term "Employer-provided Limit" shall mean, with respect to an Eligible Employee, the limit on Elective Deferrals that the Eligible Employee is permitted to make under this Plan (determined without regard to Code Section 414(v) and this Article XII) as set forth in Section 3.3(a) of this Plan. For purposes of determining the Employer-provided Limit with respect to a Catch-up Eligible Participant who is a Highly Compensated Eligible Employee, all Applicable Employer Plans of the Employer shall be aggregated, and the Employer shall include all Affiliated Employers of the Employer.

(g) The term "ADP Limit" shall mean, with respect to a Plan Year, if this Plan would fail the Actual Deferral Percentage Test under Appendix A of this Plan if this Plan did not make the corrections for

compliance under Appendix A of this Plan, the highest amount of Elective Deferrals that can be retained in this Plan by a Highly Compensated Eligible Employee in accordance with Appendix A of this Plan.

(h) The term "Catch-up Contributions Limit" shall mean, with respect to an Eligible Catch-up Participant for a taxable year, the lesser of (i) the Applicable Dollar Catch-up Limit for the taxable year or (ii) a Participant's Compensation for the taxable year.

(i) The term "Applicable Dollar Catch-up Limit" shall mean, with respect to an Applicable Employer Plan, other than a Code Section 401(k)(11) plan or a SIMPLE IRA plan as defined in Code Section 408(p), the dollar limit determined under the following table:

For Taxable Years Beginning In	**Applicable Dollar Catch-Up Limit**
2023 and later	$7,500

For taxable years after 2006, the Applicable Dollar Catch-up Limit shall be adjusted pursuant to Code Section 415(d), and the base period shall be the calendar quarter beginning on July 1, 2005. For purposes of determining the Applicable Dollar Catch-up Limit, all Applicable Employer Plans of the Employer shall be aggregated, and the Employer shall include all Affiliated Employers of the Employer.

(j) The term "Applicable Employer Plan" shall mean a Code Section 401(k) plan, a SIMPLE IRA plan as defined in Code Section 408(p), a simplified employee pension plan as defined in Code Section 408(k), a plan or contract that satisfies the requirements of Code Section 403(b), or a Code Section 457 eligible governmental plan.

12.3 Eligibility for Catch-up Contributions. A Catch-up Eligible Participant shall be permitted to make Catch-up Contributions in accordance with this Article XII and Code Section 414(v).

12.4 Determination of Catch-up Contributions. The amount of Elective Deferrals in excess of an Applicable Limit shall be determined as of the end of a Plan Year by comparing the total Elective Deferrals for the Plan Year with the Applicable Limit for the Plan Year; provided, however, that, in the case of the Statutory Limit, such determination shall be made on the basis of a calendar year.

12.5 Treatment of Catch-up Contributions. Catch-up Contributions shall not be taken into account in applying certain limits and discrimination tests described in and pursuant to Treas. Reg. §1.414(v)-1(d).

ARTICLE XIII
ROTH CONTRIBUTIONS

13.1 Purpose. This Plan shall be administered to permit a non-union Participant who is eligible to make Salary Deferral Contributions to make Roth 401(k) Contributions, in accordance with Code Section 402A, and any regulations or other IRS guidance issued thereunder. Roth In-Plan Conversions are an available option under Section 13.9 of the Plan, in accordance with Code Section 402A(c)(4), and any regulations or other IRS guidance issued thereunder. The provisions of this Article XIII shall supersede any other provisions of this Plan to the extent those provisions shall be inconsistent with the provision so of this Article XIII.

Collectively Bargained Employees shall not be eligible to make Roth 401(k) Contributions.

13.2 Definitions. Terms used in this Article, other than terms defined in Article I of this Plan and not defined in this Section, shall have the respective meanings set forth below unless the context clearly indicates to the contrary.

(a) The term "Roth 401(k) Contribution" shall mean, with respect to a Participant, an amount of the Participant's Basic Compensation that is contributed to the Trust Fund on his or her behalf on an after-tax basis and irrevocably designated as a Roth 401(k) Contribution by the Participant in his deferral election. Roth 401(k) Contributions, and applicable earnings, are fully vested at all times.

13.3 Amount of Roth 401(k) Contributions. The limit on Salary Deferral Contributions described in Section 3.3 applies to Salary Deferral Contributions and Roth 401(k) Contributions in the aggregate. If a Participant is eligible to make Catch-Up Contributions under Article XII, he may designate whether all or any portion of such Catch-Up Contributions are Roth 401(k) Contributions, and the limit on Catch-Up Contributions described in Article XII will apply to Salary Deferral Contributions and Roth 401(k) Contributions treated as Catch-Up Contributions in the aggregate. A Participant may change his election regarding Roth 401(k) Contributions in the same manner as he may change his election regarding Salary Deferral Contributions.

13.4 Treatment of Roth 401(k) Contributions. Except as stated elsewhere in this Article XIII, Code Section 402A, or applicable IRS guidance, Roth 401(k) Contributions are treated as Salary Deferral Contributions for purposes of Code Sections 401(a), 401(k), 402, 404, 409, 411, 415, 416, and 417.

13.5 Eligibility for Safe Harbor Matching Contributions. Roth 401(k) Contributions are treated as Salary Deferral Contributions for purposes of determining the amount of Safe Harbor Matching Contributions described in Section 3.4.

13.6 Distributions. Roth 401(k) Contributions are subject to the same distribution rules described in Article VI applicable to Salary Deferral Contributions, including the rules under Code Section 401(a)(9), except that:

(a) Rollover Distributions. Notwithstanding any provision in Section 6.5 to the contrary, an amount credited to a Participant's Roth 401(k) Contributions Subaccount may only be directly rolled over into a

(i) retirement plan qualified under Code Section 401(a), a 403(b) plan, or a governmental 457(b) plan that accepts Roth 401(k) amounts or (ii) a Roth IRA.

(b) Involuntary Distributions. Notwithstanding any provision in Section 6.3 to the contrary, a Participant's Roth 401(k) Contributions Subaccount shall be treated separately from the Participant's Salary Deferral Subaccount for purposes of applying the $1,000 threshold in Section 6.3(f), but not for purposes of applying the Dollar Limit.

13.7 Nondiscrimination Testing. Roth 401(k) Contributions are treated as Salary Deferral Contributions for the purpose of the nondiscrimination tests described in Section 3.9. If the Individual Excess Contributions must be distributed pursuant to Appendix A.1(b)(iv) of this Plan in order to meet the Actual Deferral Percentage Test, such Distributable Excess Contributions will be attributable to Roth 401(k) Contributions before they are attributable to Salary Deferral Contributions, unless the Plan Administrator, in its sole discretion, determines to allow such distributes to elect otherwise in accordance with procedures adopted by the Plan Administrator.

13.8 Excess Deferrals. Roth 401(k) Contributions are treated as Salary Deferral Contributions for the purpose of the limit described in Code Section 402(g). If Excess Deferrals must be distributed pursuant to Section 3.10 in order to meet such limit, such Excess Deferrals will be attributable to Roth 401(k) Contributions before they are attributable to Salary Deferral Contributions, unless the distributee elects otherwise in accordance with procedures adopted by the Plan Administrator.

13.9 Roth In-Plan Conversions. A non-union Participant may irrevocably elect that all or a portion of his or her vested Account in the following subaccounts (other than any amount invested in a plan loan) be transferred to the Participant's Roth In-Plan Conversion Subaccount, in accordance with the requirements of Code Section 402A(c)(4) and the applicable IRS guidance thereunder:

(a) Employee Contributions Subaccount,

(b) Employer Contributions Subaccount,

(c) Safe Harbor Matching Contributions Subaccount,

(d) Salary Deferral Contributions Subaccount, and

(e) Transferred Contributions Subaccount.

The Plan Administrator shall establish rules and procedures governing elections under this Section, including but not limited to the frequency of elections, required forms, and deadlines. Amounts rolled over into a Participant's Roth In-Plan Conversion Subaccount pursuant to this Section shall be invested in the same investment options in which they were invested prior to the transfer, subject to the Participant's subsequent investment direction, and shall be subject to the same distribution rules that applied prior to the transfer. The Plan will maintain such records as are necessary for the proper reporting of such transferred amounts.

Collectively Bargained Employees shall not be eligible to elect a Roth in-plan conversion.

APPENDIX A
SPECIAL NONDISCRIMINATION TESTING PROVISIONS

A-1 Actual Deferral Percentage Test

(a) In General. With respect to Eligible Employees who are not Eligible Participants, and each unit of Collectively Bargained Employees (who will be tested on a disaggregated basis), the Plan Administrator shall determine whether the Actual Deferral Percentage Test is met with respect to each Eligible Employee Testing Group for the Plan Year; provided, however, that the Actual Deferral Percentage Test shall be deemed to have been met with respect to an Eligible Employee Testing Group for the Plan Year if all of the Eligible Employees in such group are (i) Highly Compensated Eligible Employees for the Plan Year or (ii) Nonhighly Compensated Eligible Employees for the Plan Year. If the Actual Deferral Percentage Test is not met with respect to an Eligible Employee Testing Group, the Plan Administrator shall take the steps in Subsection (b) below.

(b) Corrections for Compliance with Actual Deferral Percentage Test. Notwithstanding any other provision of this Plan, in order that the Actual Deferral Percentage Test shall be met for the Plan Year with respect to an Eligible Employee Testing Group, the Plan Administrator shall determine and cause to be distributed the Excess Contributions of the Eligible Employee Testing Group for the Plan Year in accordance with Paragraphs (i) through (vi) below:

(i) Reduction of Deferral Percentages. The Plan Administrator shall determine a reduced Deferral Percentage for one (1) or more Highly Compensated Eligible Employees in the Eligible Employee Testing Group pursuant to the following leveling process: (A) first, the Deferral Percentage for the Highly Compensated Eligible Employee in such group with the highest Deferral Percentage shall be reduced to equal the greater of the percentage that enables the Actual Deferral Percentage Test to be met or the second (2nd) highest Deferral Percentage of any Highly Compensated Eligible Employee in such group; (B) secondly, the Deferral Percentage for the Highly Compensated Eligible Employee in such group with the second (2nd) highest Deferral Percentage (before the reduction in (A) above) shall be reduced to equal the greater of the percentage that enables the Actual Deferral Percentage Test to be met or the third (3rd) highest Deferral Percentage of any Highly Compensated Eligible Employee in such group; and (C) such leveling process shall be continued only until the Actual Deferral Percentage Test is met when such reduced Deferral Percentages are used; provided, however, that, in the event that more than one (1) Highly Compensated Eligible Employee has the same Deferral Percentage, each such Eligible Employee's Deferral Percentage shall be reduced (if at all) to the same percentage, which shall be determined on a pro-rata basis if necessary.

(ii) Determination of Excess Contributions. The Plan Administrator shall determine the Excess Contributions as the sum, with respect to the group of Highly Compensated Eligible Employees whose Deferral Percentages were reduced pursuant to Paragraph (i) above, of the product, calculated for each such Highly Compensated Eligible Employee, of (A) the Highly Compensated Eligible Employee's Basic Compensation as was used to determine his or her Deferral Percentage before such reduction and (B) the difference between (I) such Deferral Percentage and (II) his or her Deferral Percentage after such reduction.

(iii) Determination of Individual Excess Contributions. The Plan Administrator shall determine, with respect to the Highly Compensated Eligible Employees in the Eligible Employee Testing Group, his or her

Individual Excess Contributions as the difference between his or her Applicable Salary Deferral Contributions and his or her Applicable Salary Deferral Contributions after any reduction thereof in accordance with the following

leveling process: (A) first, the Applicable Salary Deferral Contributions of the Highly Compensated Eligible Employee in such group with the highest Applicable Salary Deferral Contributions shall be reduced such that either (I) his or her Individual Excess Contributions equal the Excess Contributions or (II) his or her Applicable Salary Deferral Contributions equal the second (2nd) highest Applicable Salary Deferral Contributions of any Highly Compensated Eligible Employee in such group, based on whichever reduction is less; (B) secondly, the Applicable Salary Deferral Contributions of the Highly Compensated Eligible Employee in such group with the second (2nd) highest Applicable Salary Deferral Contributions shall be reduced such that either (I) the aggregate Individual Excess Contributions so determined equal the Excess Contributions or (II) his or her Applicable Salary Deferral Contributions equal the third (3rd) highest Applicable Salary Deferral Contributions of any Highly Compensated Eligible Employee in such group, based on whichever reduction is less; and (C) such leveling process shall be continued only until the aggregate Individual Excess Contributions so determined equal the Excess Contributions; provided, however, that, in the event that more than one (1) Highly Compensated Eligible Employee has the same amount of Applicable Salary Deferral Contributions, each such Eligible Employee's Applicable Salary Deferral Contributions shall be reduced (if at all) to the same amount, which shall be determined on a pro-rata basis if necessary.

(iv) Distribution of Distributable Excess Contributions. On any Distribution Date, the Plan Administrator shall cause to be distributed to each Highly Compensated Eligible Employee in the Eligible Employee Testing Group (other than any such Highly Compensated Eligible Employee who has no balance in his or her Salary Deferral Contributions Subaccount) his or her Distributable Excess Contributions (if any) (or any such lesser amount as remains in his or her Salary Deferral Contributions Subaccount), plus or minus any earnings or losses, respectively, allocable thereto as determined pursuant to Paragraph (vi)(A) below.

(v) Forfeiture of Safe Harbor Matching Contributions. Any Safe Harbor Matching Contributions attributable to a Participant's Distributable Excess Contributions, plus or minus any earnings or losses, respectively, allocable thereto as determined pursuant to Paragraph (vi)(B) below, shall be forfeited as of the Distribution Date applicable pursuant to Paragraph (iv) above.

(vi) Determination of Earnings or Losses.

(A) Distributable Excess Contributions. The earnings or losses allocable to a Participant's Distributable Excess Contributions as of the applicable Distribution Date shall equal (I) the aggregate earnings or losses allocable to the Participant's Salary Deferral Contributions for the Plan Year multiplied by (II) a fraction, the numerator of which is the amount of the Participant's Distributable Excess Contributions and the denominator of which is (i) the balance in the Participant's Salary Deferral Contributions Subaccount as of the first (1st) day of the Plan Year plus (ii) the Salary Deferral Contributions made on the Participant's behalf for the Plan Year.

(B) Forfeited Safe Harbor Matching Contributions. The earnings or losses allocable to a Participant's Safe Harbor Matching Contributions forfeited pursuant to Paragraph (v) above as of the applicable Distribution Date shall equal (I) the earnings or losses allocable to the Safe Harbor Matching Contributions made on the Participant's behalf for all or the portion of the Plan Year preceding the Distribution Date multiplied by (II) a fraction, the numerator of which is the amount of the Safe Harbor Matching Contributions to be forfeited and the denominator of which is (i) the balance in the Participant's respective Safe Harbor Matching Contributions

Subaccount as of the first (1st) day of the Plan Year plus (ii) the Safe Harbor Matching Contributions made on the Participant's behalf for all or the portion of the Plan Year preceding the Distribution Date.

(c) Retesting. In the event that, subsequent to the time that the Plan Administrator has determined compliance for a Plan Year with the Actual Deferral Percentage Test with respect to an Eligible Employee Testing Group, a Highly Compensated Eligible Employee in such group who has received a distribution of Distributable Excess Contributions pursuant to Subsection (b) above notifies the Plan Administrator pursuant to Section 3.10(a)(i) of this Plan of an amount to be designated as Excess Deferrals for the Plan Year, the Plan Administrator shall again determine whether the Actual Deferral Percentage Test is met with respect to the Eligible Employee Testing Group for the Plan Year and, if not, the Plan Administrator shall take the steps in Subsection (b) above; where, for such purposes, the Applicable Salary Deferral Contributions of such Highly Compensated Eligible Employee shall be increased by the difference between the amount of the Distributable Excess Contributions that he or she received and the amount of the newly designated Excess Deferrals.

(d) Definitions. For purposes of this Section:

(i) The term "Distributable Excess Contributions" shall mean, as of a Distribution Date for a Highly Compensated Eligible Employee who has Individual Excess Contributions for a Plan Year, the difference (if positive) between such Individual Excess Contributions and any amount of the Applicable Salary Deferral Contributions made on behalf of the Highly Compensated Eligible Employee already distributed to him or her as of the Distribution Date pursuant to Section 3.10(b) of this Plan.

(ii) The term "Distribution Date" shall mean, with respect to a Plan Year, a date selected by the Plan Administrator during the next succeeding Plan Year.

(iii) The term "Individual Excess Contributions" shall mean, with respect to a Highly Compensated Eligible Employee in an Eligible Employee Testing Group for a Plan Year, the amount (if any) determined for the Highly Compensated Eligible Employee for the Plan Year pursuant to Subsection (b)(iii) above.

(iv) The term "Actual Deferral Percentage" shall mean, with respect to an Eligible Employee Testing Group for a Plan Year, the ratio (expressed as a percentage) of (a) the sum of the Deferral Percentages of each Eligible Employee in such group for the Plan Year to (b) the number of such Eligible Employees.

(v) The term "Actual Deferral Percentage Test" shall mean the test that shall be considered to be met with respect to an Eligible Employee Testing Group for a Plan Year if either Subsection (A) or Subsection (B) below is true:

(A) The Actual Deferral Percentage for Highly Compensated Eligible Employees in such group for the Plan Year is not greater than one and twenty-five hundredths (1.25) multiplied by the Actual Deferral Percentage for Nonhighly Compensated Eligible Employees in such group for the Plan Year.

(B) The Actual Deferral Percentage for Highly Compensated Eligible Employees in such group for the Plan Year is not greater than two (2) multiplied by the Actual Deferral Percentage for Nonhighly Compensated Eligible Employees in such group for the Plan Year, and the difference between the Actual Deferral Percentage for Highly Compensated Eligible Employees in such group for the Plan Year and the Actual Deferral Percentage for Nonhighly Compensated Eligible Employees in such group for the Plan Year is not greater than two percent (2%).

Notwithstanding the foregoing, if so elected by the Plan Administrator for a Plan Year, for purposes of the Actual Deferral Percentage Test for such Plan Year and each subsequent Plan

Year until the election shall be revoked in accordance with any procedures therefor established by the Department of Treasury, the Actual Deferral Percentage for Nonhighly Compensated Eligible Employees for the last preceding Plan Year shall be used.

Notwithstanding the foregoing, if the Plan Administrator determines that (i) for a Plan Year this Plan satisfies the requirements of Code Sections 401(k), 401(m), 401(a)(4), and/or 410(b) only if aggregated with one or more plans of the Employer, as the term "plan" is defined in Treas. Reg. §1.401(k)-1(g)(11), or (ii) for a Plan Year one or more of such other plans of the Employer satisfy the requirements of Code Sections 401(k), 401(m), 401(a)(4), and/or 410(b) only if aggregated with this Plan, then the Actual Deferral Percentage Test of the Eligible Employee Testing Group for the Plan Year shall be determined using the Actual Deferral Percentages of (1) the Eligible Employees in such Eligible Employee Testing Group and (2) all eligible employees in such other plans who would otherwise satisfy the requirements of such Eligible Employee Testing Group if such employees were participants in this Plan.

(vi) The term "Deferral Percentage" shall mean, with respect to an Eligible Employee for a Plan Year, the ratio (expressed as a percentage rounded to the nearest hundredth) of (a) the Applicable Salary Deferral Contributions (if any) made on the Eligible Employee's behalf for the Plan Year to (b) the Eligible Employee's Basic Compensation for the Plan Year; provided, however, that, in determining, for purposes of this Section, the Basic Compensation for a Plan Year of each Eligible Employee in an Eligible Employee Testing Group for the Plan Year who became an Eligible Employee after the first (1st) day of the Plan Year, the Plan Administrator may, in accordance with Department of Treasury regulations under Code Section 401(k), determine that the Eligible Employee's Basic Compensation for the Plan Year shall be only such portion thereof as he or she earned while an Eligible Employee during the Plan Year; and further provided, however, that, with respect to a Highly Compensated Eligible Employee for a Plan Year, for purposes of this Section, the Applicable Salary Deferral Contributions made on behalf of the Highly Compensated Eligible Employee shall be deemed to include any salary deferral contributions made on his or her behalf under any plan maintained by an Affiliated Employer of his or her Employer under Code Section 401(k) (other than a plan that could not be aggregated with this Plan in accordance with regulations under Code Section 401(k)) for a plan year ending with or within the Plan Year that would be "Applicable Salary Deferral Contributions" if made under this Plan.

(vii) The term "Eligible Employee Testing Group" shall mean, with respect to a Plan Year, any of the following groups of Eligible Employees of one (1) or more Employers: (a) the Eligible Employees of the Controlled Group Employers for the Plan Year; and (b) with respect to each (if any) Employer that was not a Controlled Group Employer for the Plan Year, the Eligible Employees of the Employer (and any Affiliated Employer thereof) who were not Collectively Bargained Employees during the Plan Year; and (c) the Eligible Employees of the Controlled Group Employers for the Plan Year who were Collectively Bargained Employees in the same unit during the Plan Year; provided, however, that, notwithstanding Subsection (c) above, the Plan Administrator may aggregate collective bargaining units in determining Eligible Employee Testing Groups for a Plan Year so long as any such aggregation is reasonable and reasonably consistent from Plan Year to Plan Year.

Notwithstanding the foregoing, if the Plan Administrator determines that (i) for a Plan Year this Plan satisfies the requirements of Code Sections 401(k), 401(m), 401(a)(4), and/or 410(b) only if aggregated with one or more plans of the Employer, as the term "plan" is defined in Treas. Reg. § 1.401(k)-1(g)(11), or (ii) for a Plan Year one or more of such other plans of the Employer satisfy the requirements of Code Sections 401(k), 401(m), 401(a)(4), and/or 410(b) only if aggregated with this Plan, an Eligible Employee Testing Group shall also include all eligible

employees in such other plans who would otherwise satisfy the requirements of such Eligible Employee Testing Group if such employees were participants in this Plan.

(viii) The term "Excess Contributions" shall mean, with respect to an Eligible Employee Testing Group for a Plan Year, such amount (if any) of the aggregate Applicable Salary Deferral Contributions made on behalf of the Highly Compensated Eligible Employees in such group for the Plan Year that the Plan Administrator shall determine pursuant to this Appendix A of this Plan causes noncompliance with the Actual Deferral Percentage Test.

(ix) The term "Highly Compensated Eligible Employee" shall mean, with respect to an Employer for a Plan Year, an Eligible Employee who is a Highly Compensated Employee for the Plan Year.

(x) The term "Nonhighly Compensated Eligible Employee" shall mean, with respect to an Employer for a Plan Year, an Eligible Employee who is not a Highly Compensated Employee of the Employer for the Plan Year.

(e) Incorporation by Reference. Salary Deferral Contributions are subject to the limits of Code Section 401(k)(3), as described above. Plan provisions relating to the Code Section 401(k)(3) limits are to be interpreted and applied in accordance with Code Sections 401(k)(3) and 401(a)(4), which are hereby incorporated by reference, and in such manner as to satisfy such other requirements relating to Code Section 401(k) as may be prescribed by the Secretary of the Treasury from time to time.