

**AUTOMATIC DATA PROCESSING
PROTOTYPE 401(k) AND PROFIT SHARING PLAN**

2009 INTERIM AMENDMENT

**ARTICLE I
PREAMBLE**

- 1.1 **Effective date of Amendment.** This Amendment to the Automatic Data Processing Prototype 401(k) and Profit Sharing Plan to reflect recent law changes, including certain provisions of the Pension Protection Act of 2006 ("PPA"), is effective as indicated below for the respective provisions. Notwithstanding the foregoing, this amendment shall apply with respect to any plan that is first amended and restated in the form of this Prototype Plan after December 31, 2006, as of the dates set forth herein solely to the extent not inconsistent with any amendment to said plan designed to comply with the applicable changes in law with an effective date prior to such amendment and restatement; otherwise, the provisions of this Amendment will apply as of the date of such amendment and restatement.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Company restates the Plan, then this Amendment shall survive and remain in effect after such restatement unless and until the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates PPA provisions).
- 1.5 **Adoption by prototype sponsor.** Pursuant to the provisions of the Plan and Section 5.01 of Revenue Procedure 2005-16, the Prototype Sponsor hereby adopts this Amendment on behalf of the Company and all Participating Affiliates.

**ARTICLE II
NONELECTIVE CONTRIBUTION VESTING**

- 2.1. **Applicability.** This Article shall apply to Participants with accrued benefits derived from Nonelective Contributions (other than a Nonelective Contribution intended to satisfy the ADP Test Safe Harbor or the QACA Safe Harbor Contribution provisions of the Plan, if applicable), Profit Sharing Contributions, and frozen money purchase pension or target benefit plan contributions without regard to whether such a Participant completes an Hour of Service under the Plan in a Plan Year beginning after December 31, 2006. This Article shall be effective for Plan Years beginning on or after January 1, 2007; provided, however, that if (a) the Plan covers only collectively bargained employees and is maintained under one or more collective bargaining agreements between Employee representatives and one or more Employers ratified before August 17, 2006; (b) the Plan is either (i) stated in the form of this prototype plan as of December 31, 2006 or (ii) is newly adopted or amended and restated into the form of this prototype plan on or before December 31, 2006 with an effective date on or after January 1, 2007; and (c) the Company had so elected in writing by December 31, 2006, this Section shall be effective no later than the "Vesting Acceleration Effective Date." The Vesting Acceleration Effective Date is the first Plan Year beginning after the earlier of: (a) the later of (i) the date on which the last of the collective bargaining agreements terminates (determined without regard to any extension on or after August 17, 2006), or (ii) January 1, 2007; or (b) January 1, 2009. Notwithstanding the foregoing, with respect to any collectively bargained plan that is first amended and restated into the form of this prototype plan after December 31, 2006 and which had elected to delay the implementation of this provision prior to such amendment and restatement, this Article shall apply as of the date of such amendment and restatement.
- 2.2. **Vesting Schedule.** Unless, and except to the extent that, the Company has elected a faster vesting schedule in the Adoption Agreement, a Participant's accrued benefit derived from Nonelective Contributions (other than a Nonelective Contribution intended to satisfy the ADP Test Safe Harbor or the QACA Safe Harbor Contribution provisions of the Plan, if applicable), Profit Sharing Contributions, and frozen money purchase pension or target benefit plan contributions shall vest in accordance with the following:
- 2.2.1 **Cliff Vesting Schedule.** If, as of December 31, 2006, the Plan provides for a 4-year or 5-year "cliff" vesting schedule, a Participant's accrued benefit derived from Nonelective Contributions (other than a Nonelective Contribution intended to satisfy the ADP Test Safe Harbor or the QACA Safe Harbor Contribution provisions of the Plan, if applicable), Profit Sharing Contributions, and frozen money purchase pension or target benefit plan contributions shall be nonforfeitable upon the Participant's completion of three years of vesting service.

- 2.2.2 “Standard” Graded Vesting Schedule. If, as of December 31, 2006, the Plan provides for a “standard” seven-year graded vesting schedule as set forth below, the nonforfeitable percentage of a Participant’s accrued benefit derived from Nonelective Contributions (other than a Nonelective Contribution intended to satisfy the ADP Test Safe Harbor or the QACA Safe Harbor Contribution provisions of the Plan, if applicable), Profit Sharing Contributions, and frozen money purchase pension or target benefit plan contributions shall be determined in accordance with the new six-year graded vesting schedule set forth below.

Standard Seven-Year Graded Vesting Schedule

<u>Vesting Service</u>	<u>Vested Percentage</u>
Less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7 years	100%

New Six-Year Graded Vesting Schedule

<u>Vesting Service</u>	<u>Vested Percentage</u>
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%

- 2.2.3 “Non-standard” Graded Vesting Schedule. If, as of December 31, 2006, the Plan provides for a graded vesting schedule other than a “standard” vesting schedule as set forth in Section 2.2.2 of this Article which does not satisfy the minimum required vesting under the six-year graded vesting schedule set forth in Code §411(a)(2)(B) as amended by the Pension Protection Act, the nonforfeitable percentage of a Participant’s accrued benefit derived from Nonelective Contributions (other than a Nonelective Contribution intended to satisfy the ADP Test Safe Harbor or the QACA Safe Harbor Contribution provisions of the Plan, if applicable), Profit Sharing Contributions, and frozen money purchase pension or target benefit plan contributions shall be determined by amending the Plan’s existing vesting schedule so that any vested percentage for a given year that does not meet the minimum required vesting under Section 411(a)(2)(B) as amended shall be increased to the minimum required vested percentage in accordance with said six-year graded vesting schedule.

**ARTICLE III
PARTICIPANT DISTRIBUTION NOTIFICATION**

- 3.1 **180-day notification period.** For any distribution notice issued on or after July 1, 2008, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), 411(a)(11) (Participant’s consent to distribution), and 417 (notice under the joint and survivor annuity rules) will become 180 days.
- 3.2 **Consequences of failure to defer distribution.** For plan years beginning after December 31, 2006, unless Participant consent to a distribution is not required, the Administrative Committee shall, in accordance with and to the extent required by applicable guidance, explain to Participants who request a distribution the consequences of not deferring a distribution.

**ARTICLE IV
ROLLOVER OF AFTER-TAX/ROTH AMOUNTS**

- 4.1 **Direct rollover to qualified plan/403(b) plan.** For taxable years beginning after December 31, 2006, a Participant, spousal alternate payee or surviving spouse may elect to transfer After-Tax Contributions or Roth Elective Deferrals and associated earnings by means of a Direct Rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred, including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

**ARTICLE V
DIVESTMENT OF EMPLOYER SECURITIES**

- 5.1 **Application.** This Article applies only if the Plan permits Employer securities as an investment option.
- 5.2 **Rule.** For Plan Years beginning after December 31, 2006, if any portion of a Participant’s Account (including, for purposes of this Article V, a Beneficiary entitled to exercise the rights of a Participant) is invested in publicly-traded Employer securities, the

Participant may elect to direct the Plan to divest any such securities, and to reinvest an equivalent amount in other investment options which satisfy the requirements of Section 5.3.

- 5.3 **Investment options.** For purposes of this Article V, other investment options must include not less than 3 investment options, other than Employer securities, to which the Participant may direct the proceeds of divestment of Employer securities required by this Article V, each of which options is diversified and has materially different risk and return characteristics. The Plan must provide reasonable divestment and reinvestment opportunities at least quarterly. Except as provided in regulations, the Plan may not impose restrictions or conditions on the investment of Employer securities which the Plan does not impose on the investment of other Plan assets, other than restrictions or conditions imposed by reason of the application of securities laws or a condition permitted under IRS Notice 2006-107 or other applicable guidance.
- 5.4 **Exceptions for certain plans.** This Article V does not apply to a one-participant plan, as defined in Code §401(a)(35)(E)(iv), or to an employee stock ownership plan ("ESOP") if: (i) there are no contributions to the ESOP (or related earnings) attributable to elective deferrals or matching contributions; and (ii) the ESOP is a separate plan, for purposes of Code §414(l), from any other defined benefit plan or defined contribution plan maintained by the same employer or employers.
- 5.5 **Treatment as publicly traded Employer securities.** Except as provided in Treasury regulations or in Code §401(a)(35)(F)(ii) (relating to certain controlled groups), a plan holding Employer securities which are not publicly traded Employer securities is treated as holding publicly traded Employer securities if any Employer corporation, or any member of a controlled group of corporations which includes such Employer corporation (as defined in Code §401(a)(35)(F)(iii)) has issued a class of stock which is a publicly traded Employer security.

ARTICLE VI DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION

- 6.1 **Non-spouse beneficiary rollover right.** For distributions after December 31, 2006, a non-spouse Beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a Direct Rollover, may roll over all or any portion of his or her distribution to an individual retirement account/annuity the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution. Subject to the limitations set forth in this Article VII, for distributions after December 31, 2006, such a non-spouse Beneficiary entitled to a distribution from the Plan shall be considered a Distributee.
- 6.2 **Certain requirements not applicable.** Although a non-spouse Beneficiary may roll over directly a distribution as provided in Section 6.1, any distribution made prior to the first day of the plan year beginning on or after January 1, 2010 is not subject to the notice requirements of Code §402(f). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.
- 6.3 **Trust beneficiary.** If the Participant's named Beneficiary is a trust, the Plan may make a Direct Rollover to an individual retirement account/annuity on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).
- 6.4 **Required minimum distributions not eligible for rollover.** A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance.

ARTICLE VII DISTRIBUTION BASED ON BENEFICIARY HARDSHIP

- 7.1 **Beneficiary-based distribution.** Effective June 1, 2007, a Participant's hardship event includes an immediate and heavy financial need of the Participant's primary Beneficiary under the Plan, that would constitute a hardship event if it occurred with respect to the Participant's spouse or dependent as defined under Code §152 (such hardship events being limited to educational expenses, funeral expenses and certain medical expenses). For purposes of this Article, a Participant's "primary Beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account Balance under the Plan upon the Participant's death.

ARTICLE VIII IN-SERVICE PENSION DISTRIBUTIONS

- 8.1 **Age 62 distributions.** For Plan Years beginning after December 31, 2006, if the Plan has a frozen money purchase pension or frozen target benefit plan account, or if the Plan has received a transfer of assets from a pension plan, a Participant who has attained age 62 and who has not separated from employment may elect to receive a distribution of his or her Vested Account Balance attributable to such contributions. A minimum of \$500 must be distributed.

**ARTICLE IX
QUALIFIED RESERVIST DISTRIBUTION**

- 9.1 **401(k) distribution restrictions.** For distributions after September 11, 2001, in addition to the permissible distribution events the Plan otherwise includes, the Plan permits a Participant to elect a Qualified Reservist Distribution, as defined in this Article IX.
- 9.2 **Qualified Reservist Distribution defined.** A “Qualified Reservist Distribution” is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if: (i) the distribution is from amounts attributable to elective deferrals described in Code §402(g)(3)(A); (ii) the individual was (by reason of being a member of a reserve component, as defined in section 101 of title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and (iii) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

**ARTICLE X
OTHER 401(k)/401(m) PLAN PROVISIONS**

- 10.1 **Gap period income on distributed excess contributions and excess aggregate contributions.** This Section applies to Excess Contributions and Excess Aggregate Contributions made with respect to Plan Years beginning after December 31, 2007. Allocable income for the gap period (i.e., the period after the close of the Plan Year in which the Excess Contribution or Excess Aggregate Contribution occurred and prior to the distribution) will not be calculated or distributed.
- 10.2 **Gap period income on distributed excess deferrals.** With respect to Excess Deferral Amounts made in taxable years after 2007, allocable income for the gap period (i.e., the period after the close of the taxable year in which the excess deferrals occurred and prior to the distribution) will not be calculated or distributed.
- 10.3 **Plan termination distribution availability.** For purposes of determining whether the Employer maintains an alternative defined contribution plan (described in Treas. Reg. §1.401(k)-1(d)(4)(i)) that would prevent the Employer from distributing Elective Deferrals (and other amounts, such as QNECs, that are subject to the distribution restrictions that apply to Elective Deferrals) from a terminating 401(k) plan, an alternative defined contribution plan does not include an employee stock ownership plan defined in Code §§4975(e)(7) or 409(a), a simplified employee pension as defined in Code §408(k), a SIMPLE IRA plan as defined in Code §408(p), a plan or contract that satisfies the requirements of Code §403(b), or a plan that is described in Code §§457(b) or (f).

**ARTICLE XI
QUALIFIED OPTIONAL SURVIVOR ANNUITY**

- 11.1 **Right to Elect Qualified Optional Survivor Annuity.** Effective for Plan Years beginning after December 31, 2007, a Participant who elects to waive the qualified joint and survivor annuity form of benefit, if available under the Plan, is entitled to elect the “qualified optional survivor annuity” at any time during the applicable election period. Furthermore, the written explanation of the joint and survivor annuity shall explain the terms and conditions of the “qualified optional survivor annuity.”
- 11.2 **Definition of Qualified Optional Survivor Annuity.**
- a. **General.** For purposes of this Article, the term “qualified optional survivor annuity” means an annuity:
- (1) For the life of the Participant with a survivor annuity for the life of the spouse which is equal to the “applicable percentage” of the amount of the annuity which is payable during the joint lives of the Participant and the spouse, and
 - (2) Which is the actuarial equivalent of a single annuity for the life of the participant.
- Such term also includes any annuity in a form having the effect of an annuity described in the preceding sentence.
- b. **Applicable percentage.** For purposes of this Section, the “applicable percentage” is based on the survivor annuity percentage (i.e., the percentage which the survivor annuity under the Plan’s qualified joint and survivor annuity bears to the annuity payable during the joint lives of the participant and the spouse). If the survivor annuity percentage is less than 75 percent, then the “applicable percentage” is 75 percent; otherwise, the “applicable percentage” is 50 percent.

**ARTICLE XII
DIRECT ROLLOVER TO ROTH IRA**

- 12.1 **Roth IRA rollover.** For distributions made on or after January 1, 2008, a Distributee may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b) subject, prior to January 1, 2010, to the limitations set forth in Code § 408A (provided, however, that the Administrative Committee is not responsible for assuring that the Distributee is eligible to make such a rollover).

