

SPREETAILE, LLC AMENDMENT

ARTICLE I PREAMBLE

- 1.1 **Adoption and effective date of amendment.** The Employer adopts this Amendment to **SPREETAILE, LLC** Flexible Benefits Plan (the "Plan"). The sponsor intends this Amendment as good faith compliance with the requirements of these provisions. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.
- 1.2 **Supersession of inconsistent provisions.** This Amendment shall supersede 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.

ARTICLE II ELECTIONS

- 2.1 **Effective Date.** The provisions of this Amendment, unless otherwise indicated are effective as of January 1, 2023.
- 2.2 **Plan Amendment.**

Change in Run-Out Period

The Employer amends the Plan to decrease the claims run-out period for terminated employees. Any unused funds left at the end of the Plan run-out period will be forfeited the Employer. For the Health Care Flexible Spending Arrangement, you must submit claims no later than 30 days after the termination date. For the Limited Purpose Health Care Flexible Spending Arrangement, you must submit claims no later than 30 days after the termination date. For the Dependent Care Flexible Spending Arrangement, you must submit claims no later than 30 days after the termination date

Removing Language

The Employer amends to remove the following definition language from the Plan document:

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. However, Employees who are members of the Limited Liability Company shall not be eligible to participate in this Plan.

This amendment has been executed this ____ day of 2/10/2023, _____.

Name of Employer:

Spreetail, LLC

Name: Wendy Livingston

Signature:  _____

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of **SPREETAIL, LLC** hereby certifies that the following resolutions were duly adopted on _____ (date) and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the Amendment to the Plan (the Amendment) is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: 2/10/2023

Signed:  _____
DocuSigned by:
Wendy Livingston
102298CA31125490...

Wendy Livingston, Chief People Officer
[print name/title]

**SUMMARY OF MATERIAL MODIFICATIONS
for the**

SPREETAIL, LLC
Flexible Benefits Plan

**I
INTRODUCTION**

This is a Summary of Material Modifications regarding the **SPREETAIL, LLC** Flexible Benefits Plan (the “Plan”). This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description (“SPD”) previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II
SUMMARY OF CHANGES**

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Plan Amendment.

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