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

FORM 8-K

**CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

May 8, 2024
Date of Report (Date of earliest event reported)

QUAKER CHEMICAL CORPORATION
(Exact name of registrant as specified in its charter)

Commission File Number 001-12019

Pennsylvania
(State or other jurisdiction of
incorporation)

23-0993790
(I.R.S. Employer
Identification No.)

901 E. Hector Street
Conshohocken, Pennsylvania 19428
(Address of principal executive offices)
(Zip Code)

(610) 832-4000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$1 par value	KWR	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 13(a) of the Exchange Act.

INFORMATION TO BE INCLUDED IN THE REPORT

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 8, 2024, at the Annual Meeting of Shareholders (the “2024 Annual Meeting”) shareholders of Quaker Chemical Corporation (the “Company”) approved the amended and restated Quaker Houghton 2024 Long-Term Performance Incentive Plan, which amended and restated the 2016 Long-Term Performance Incentive Plan in its entirety (the “Restated Plan”) to increase the shares available for issuance and to make certain additional changes, as discussed in the proxy statement for the 2024 Annual Meeting.

The Restated Plan is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 5.07. Submission of Matters to a Vote of Security Holders.

As of March 1, 2024, the record date for the 2024 Annual Meeting, 17,991,778 shares of the Company’s common stock were outstanding, and the holders of those shares were entitled to cast one vote for each share held. Set forth below are the matters acted upon by the shareholders at the 2024 Annual Meeting and the final voting results of each such proposal.

Proposal No.1 – Election of Directors.

The shareholders elected three directors to serve a three-year term until the 2027 annual meeting of shareholders and until their respective successors are duly elected and qualified. The results of the vote were as follows:

Directors	For	Against	Abstain	Broker Non-Votes
Michael F. Barry	15,465,074	1,105,533	22,263	447,458
Jeffry D. Frisby	15,125,665	1,438,118	29,087	447,458
Russell R. Shaller	15,948,517	598,302	46,051	447,458

Proposal No. 2 – Advisory Vote on Compensation of the Company’s Named Executive Officers

The Company’s shareholders approved, on a non-binding basis, the Company’s compensation of its named executive officers as described in the Compensation Discussion and Analysis section and the accompanying compensation tables and narrative disclosures contained in the Company’s Proxy Statement for the 2024 Annual Meeting (the “2024 Proxy Statement”). The results of the vote were as follows:

For	Against	Abstain	Broker Non-Votes
16,103,454	446,002	43,414	447,458

Proposal No. 3 – Approval of the Quaker Houghton 2024 Long-Term Performance Incentive Plan

The Company’s shareholders approved the Restated Plan. The results of the vote were as follows:

For	Against	Abstain	Broker Non-Votes
12,844,880	3,301,645	446,345	447,458

Proposal No. 4 – Ratification of Appointment of Independent Registered Public Accounting Firm for Fiscal Year 2024

The shareholders voted to ratify the appointment of PricewaterhouseCoopers LLP as the Company’s independent registered public accounting firm for the fiscal year 2024. The results of the vote were as follows:

For	Against	Abstain
16,772,663	248,384	19,281

Item 9.01 Financial Statements and Exhibits.

The following exhibits are included as part of this Current Report on Form 8-K.

Exhibit Number	Description of Exhibit
10.1	Quaker Houghton 2024 Long-Term Performance Incentive Plan (filed herewith)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

QUAKER CHEMICAL CORPORATION

Date: May 9, 2024

By: /s/ Robert T. Traub

Robert T. Traub

Senior Vice President, General Counsel and Corporate Secretary

**QUAKER HOUGHTON
LONG-TERM PERFORMANCE INCENTIVE PLAN
(AMENDED AND RESTATED EFFECTIVE FEBRUARY 28, 2024)**

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1. PURPOSE OF THE RESTATED PLAN

The Quaker Chemical Corporation 2016 Long-Term Performance Incentive Plan (the "2016 Plan"), maintained by Quaker Chemical Corporation, d/b/a Quaker Houghton, a Pennsylvania corporation (the "Company") is being amended and restated as the Quaker Houghton Long-Term Performance Incentive Plan (the "Restated Plan") to (a) increase the share pool, (b) reflect changes in the Tax Code, and (c) make certain other changes to the 2016 Plan. The adoption of the Restated Plan is subject to approval by the Company's shareholders and will not become effective until so approved. If the Restated Plan is not approved by the Company's shareholders, the Restated Plan shall be null and void, and the 2016 Plan shall continue in effect without change, provided that no awards shall be granted under the 2016 Plan after February 23, 2026.

2. GENERAL PROVISIONS

2.1 Definitions. As used in the Restated Plan, the following terms shall have the following meanings unless otherwise required by the context:

(a) "Act" means the Securities Exchange Act of 1934, as amended.

(b) "Award" means an Equity Award granted to a Nonemployee Director or Consultant, or an Equity Award or Performance Incentive Unit granted to an Employee.

(c) "Board of Directors" means the Board of Directors of the Company.

(d) "Cause" means that the Participant's employment with the Company or its Subsidiaries has been terminated (for Employees) or provision of services to the Company has ceased (for Nonemployee Directors and Consultants) by reason of the Participant's (i) willful and material breach of the Participant's employment agreement or other written agreement to provide services to the Company or its Subsidiaries (after having received notice thereof and a reasonable opportunity to cure or correct) or the Company's or its affiliates' policies; (ii) dishonesty, fraud, willful malfeasance, gross negligence, or other gross misconduct, in each case related to the performance of the Participant's duties which is materially injurious to the Company or its Subsidiaries, or (iii) conviction of or plea of guilty or nolo contendere to a felony.

(e) "Change in Control" means, except as provided in Section 10.3 (Performance Awards and Restricted Stock Units), the date on which:

(i) any person (a "Person"), as such term is used in Sections 13(d) and 14(d) of the Act (other than (A) the Company and/or its wholly owned subsidiaries; (B) any "employee stock ownership plan" (as that term is defined in Code Section 4975(e)(7)) or other employee benefit plan of the Company and any trustee or other fiduciary in such capacity holding securities under such plan; (C) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company; or (D) any other Person who, within the one year prior to the event which would otherwise be a Change in Control, is an executive officer of the Company or any group of Persons of which he or she voluntarily is a part), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities or such lesser percentage of voting power, but in any event greater than 15%, as determined by the members of the Board of Directors of the Company who are independent directors (as defined in the New York Stock Exchange, Inc. Listed Company Manual);

(ii) during any two-year period after the effective date of the Restated Plan, Directors of the Company in office at the beginning of such period plus any new Director (other than a Director designated by a Person who has entered into an agreement with the Company to effect a transaction within the purview of subsections (i) or (iii) hereof) whose election by the Board of Directors or whose nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the period or whose election or nomination for election was previously so approved, shall cease for any reason to constitute at least a majority of the Board of Directors;

(iii) the consummation of (A) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which the Company's Common Stock would be converted into cash, securities, and/or other property, other than a merger of the Company in which holders of Common Stock immediately prior to the merger have the same proportionate ownership of voting securities of the surviving corporation immediately after the merger as they had in the Common Stock immediately before; or (B) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all the assets or earning power of the Company; or

(iv) the Company's shareholders or the Company's Board of Directors shall approve the liquidation or dissolution of the Company.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Committee" means (i) the Compensation and Human Resources Committee of the Board of Directors, (ii) such other committee of the Board of Directors that consists solely of two (2) or more members of the Board of Directors, each of whom qualifies as a "non-employee director" (as that term is used for purposes of Rule 16b-3 under the Act) with respect to the Restated Plan, or (iii) such other committee as the Compensation and Human Resources Committee or the Board of Directors, in its discretion, shall establish that consists of one or more members of the Board of Directors (such as the Chairman of the Board) for the purpose of granting Equity Awards to Employees who are not subject to Section 16(b) of the Act.

(h) "Common Stock" means the Common Stock, par value \$1.00 per share, of the Company.

(i) "Consultant" shall mean an individual who is not an Employee or a Nonemployee Director and who has entered into a consulting arrangement with the Company to provide bona fide services that (i) are not in connection with the offer or sale of securities in a capital-raising transaction, and (ii) do not directly or indirectly promote or maintain a market for the Company's securities.

(j) "Covered Termination" means, for a Participant party to a change in control agreement with the Company or a Subsidiary (a "Change in Control Agreement"), a "Covered Termination" as defined under such Participant's Change in Control Agreement.

For a Participant who is not party to a Change in Control Agreement with the Company or its affiliates, a "Covered Termination" shall occur when the Participant has a Termination from Service under the following circumstances: the Participant incurs a Termination of Service within two (2) years following a Change in Control by: (i) action of the Company or its affiliates without Cause; or (ii) resignation by the Participant for Good Reason (as defined under this subsection), provided the Participant executes and does not revoke a Release (as defined under this subsection), if any, provided by the Company.

If the Participant incurs a Termination from Service (i) as a result of death or Total Disability, (ii) by the Company or its affiliates for Cause, or (iii) prior to a Change in Control, then the Participant's termination is not a Covered Termination.

"Good Reason" for purposes of this subsection means any of the following actions without the Participant's consent, other than due to the Participant's death or Total Disability (as defined above): (i) any reduction in the Participant's base salary from that provided immediately before the Covered Termination or, if higher, immediately before the Change in Control; (ii) any reduction in the Participant's bonus opportunity (including cash and noncash incentives) or increase in the goals or standards required to accrue that opportunity, as compared to the opportunity and goals or standards in effect immediately before the Change in Control; (iii) a material adverse change in the nature or scope of the Participant's authorities, powers, functions, or duties from those in effect immediately before the Change in Control; (iv) a reduction in the Participant's benefits from those provided immediately before the Change in Control, disregarding any reduction under a plan or program covering Employees generally that applies to all Employees covered by the plan or program; or (v) the Participant's being required to accept a primary employment location which is more than fifty (50) miles from the location at which he or she primarily was providing services during the ninety (90) day period prior to a Change in Control.

(k) "Employee" means an individual who is employed by the Company or a Subsidiary.

(l) "Equity Award" means a Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, or Stock Grant made under the Restated Plan.

(m) "Fair Market Value" means, with respect to the applicable date, the closing sale price for a share of Common Stock as quoted on the New York Stock Exchange for the immediately previous trading day or, if not reported on the New York Stock Exchange for such previous day, as quoted on the principal exchange on which the Common Stock is listed or traded; provided, however, if no such sales are made on such previous date, then on the next preceding date on which there are such sales. If for any day the Fair Market Value of a share of Common Stock is not determinable by any of the foregoing means, then the Fair Market Value for such day shall be determined in good faith by the Committee under a method that complies with Code Sections 422 and 409A and that is adopted by the Committee.

(n) "Incentive Stock Option" means an option that is intended to qualify as an incentive stock option under Code Section 422.

(o) "Nonemployee Director" means a director of the Company who is not an Employee.

(p) "Non-Qualified Stock Option" means an option which is not an Incentive Stock Option.

(q) "Participant" means an Employee, Nonemployee Director or Consultant to whom an Award has been granted under the Restated Plan.

(r) "Performance Award" means Performance Stock, Performance Stock Units and Performance Incentive Units.

(s) "Performance Incentive Unit" means a unit granted pursuant to Article 8 (Performance Incentive Units).

(t) "Performance Period" means a period of one or more consecutive calendar years or other periods as determined by the Committee. Nothing herein shall prohibit the creation of multiple Performance Periods which may overlap with other Performance Periods established under the Restated Plan.

(u) "Performance Program Target" means a performance program target fixed by the Committee for a particular Performance Period as provided in Article 9 (Common Rules for Performance Awards).

(v) "Performance Stock" means a type of Restricted Stock, where the lapse of restrictions is based on achievement of one or more Performance Program Targets.

(w) "Performance Stock Unit" means a type of Restricted Stock Unit, the vesting of which is based on achievement of one or more Performance Program Targets.

(x) "Release" means a release (in a form satisfactory to the Company) of any and all claims against the Company and all related parties with respect to all matters arising out of the Participant's services to the Company and its affiliates, or the termination thereof (other than claims for any entitlements under any employment agreement or services agreement with the Company, or under any plans or programs of the Company under which the Participant has accrued a benefit) that the Company provides to the Participant no later than three days after the date of the Participant's Termination of Service. Notwithstanding any provision of the Restated Plan to the contrary, if the Company provides a Release to the Participant, the Participant shall not be entitled to any payments or benefits to which he or she is entitled upon a Termination of Service unless the Participant executes the Release within 45 days of the later of the date he or she receives the Release or the date of his or her Termination of Service, and the Participant does not revoke the Release.

(y) "Restricted Stock" means Common Stock subject to restrictions determined by the Committee and granted pursuant to Article 6 (Restricted Stock).

(z) "Restricted Stock Unit" means a unit granted pursuant to Article 7 (Restricted Stock Units).

(aa) "Short-Term Deferral Date" means with respect to a Performance Stock Unit or Performance Incentive Unit, a date within the 2½ month period immediately following the last day of the Performance Period for which such Award was made; provided that such period (measured from the last day of the period) shall be less than 2½ months to the extent necessary to cause such period to be within one calendar year. A Participant shall have no right to interest as a result of payment on a date after the first day of such period. Notwithstanding the foregoing, for purposes of determining the date payment "would otherwise be made" with respect to a Performance Incentive Unit under Sections 8.3 (Payment) and 9.4 (Termination of Service Prior to End of Restriction Period, Vesting or Payment Date), the date payment is actually made to similarly situated Participants with respect to the Performance Period shall be determinative, and not the Short-Term Deferral Date.

(bb) "Stock Appreciation Right" means a right granted pursuant to Article 4 (Stock Appreciation Rights).

(cc) "Stock Grant" means a grant of unrestricted shares of Common Stock pursuant to Article 5 (Stock Grants).

(dd) "Stock Option" means an Incentive Stock Option or Non-Qualified Stock Option granted pursuant to Article 3 (Stock Options).

(ee) "Subsidiary" means any corporation or other entity, the equity of which is 50% or more owned, directly or indirectly, by the Company.

(ff) "Termination of Service" shall mean (i) with respect to an Award granted to an Employee, the termination of the employment relationship between the Employee and the Company and all Subsidiaries; (ii) with respect to an Equity Award granted to a Nonemployee Director, the cessation of the provision of services as a director of the Company; and (iii) with respect to an Equity Award granted to a Consultant, the termination of the consulting arrangement between the Consultant and the Company; provided, however, that if a Participant's status changes from Employee, Nonemployee Director or Consultant to any other status eligible to receive an Award under the Restated Plan, the Committee may provide that no Termination of Service occurs for purposes of the Restated Plan until the Participant's new status with the Company and all Subsidiaries terminates. For purposes of this paragraph, if a Participant is an Employee of a Subsidiary and not the Company, the Participant shall incur a Termination of Service when such corporation or other entity ceases to be a Subsidiary, unless the Committee determines otherwise.

(gg) "Total Disability" shall mean the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Such determination shall be made by a physician selected by the Committee and reasonably acceptable to the Participant or the Participant's legal representative.

2.2 Administration of the Restated Plan.

(a) The Restated Plan shall be administered by the Committee, which shall have the full power, subject to and within the limits of the Restated Plan, to interpret and administer the Restated Plan and Awards granted under it, make and interpret rules and regulations for the administration of the Restated Plan, and make changes in and revoke such rules and regulations. The Committee also shall have the authority to adopt modifications, amendments, procedures, sub-plans and the like, which may be inconsistent with the provisions of the Restated Plan, as are necessary to comply with the laws and regulations of other countries in which the Company or a Subsidiary operates in order to assure the viability of Awards granted under the Restated Plan to individuals in such other countries. The Committee, in the exercise of these powers, shall (i) generally determine all questions of policy and expediency that may arise and may correct any defect, omission, or inconsistency in the Restated Plan or any agreement evidencing the grant of an Award in a manner and to the extent it shall deem necessary to make the Restated Plan fully effective; (ii) determine those Employees, Nonemployee Directors and Consultants to whom Awards shall be granted, the type of Award to be granted and the number of Awards to be granted, consistent with the provisions of the Restated Plan; (iii) determine the terms of Awards granted consistent with the provisions of the Restated Plan; and (iv) generally, exercise such powers and perform such acts in connection with the Restated Plan as are deemed necessary or expedient to promote the best interests of the Company.

(b) The minimum vesting (or performance) period under the Restated Plan for all Awards (other than Awards to new hires and Nonemployee Directors) shall be one year except that (i) Awards granted to new hires before the next scheduled vesting date immediately following the hire date may vest on the such scheduled vesting date, if earlier, and (ii) Awards granted to Nonemployee Directors may vest on the date of the next annual meeting, if earlier; *provided, however*, that the total shares available for grants described in (i) and (ii) shall not exceed five percent (5%) of the shares available for issuance under this Plan as described in Section 2.5 (Shares Subject to the Restated Plan; Equity Award Limits), as adjusted in accordance with Section 11.2 (Adjustments Upon Changes in Capitalization).

(c) The Board of Directors may, at its discretion, select one or more of its members who are eligible to be members of the Committee as alternate members of the Committee who may take the place of any absent member or members of the Committee at any meeting of the Committee. The Committee may act only by a majority vote of its members then in office; the Committee may authorize any one or more of its members or any officer of the Company to execute and deliver documents on behalf of the Committee.

(d) No member of the Committee shall be liable for any action taken or omitted to be taken or for any determination made by him or her in good faith with respect to the Restated Plan, and the Company shall indemnify and hold harmless each member of the Committee against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Committee) arising out of any act or omission in connection with the administration or interpretation of the Restated Plan, unless arising out of such person's own fraud or bad faith.

2.3 Effective Date. The Restated Plan shall be effective as of February 28, 2024, provided that the Restated Plan is approved and ratified by the Company's shareholders at the Company's 2024 Annual Meeting of Shareholders. If the Restated Plan is not so approved by the Company's shareholders, the Restated Plan and any Awards granted under the Restated Plan thereunder shall become null and void.

2.4 Duration. If approved by the shareholders of the Company as provided in Section 2.3 (Effective Date), unless sooner terminated by the Board of Directors, the Restated Plan shall remain in effect until February 28, 2029.

2.5 Shares Subject to the Restated Plan; Equity Award Limits. The maximum aggregate number of shares of Common Stock for which Equity Awards may be granted under the Restated Plan is 900,000 shares (in addition to the 600,000 shares that were made available under the 2016 Plan). This limit also reflects the maximum aggregate number of shares that may be subject to Incentive Stock Options under the Restated Plan; provided however, that any remaining shares of Common Stock under the 2016 Plan as of the date of the shareholder approval of the Restated Plan will be made available for grants of Equity Awards under the Restated Plan.

Each limit stated in this Section 2.5 shall be subject to adjustment in accordance with Section 11.2 (Adjustments Upon Changes in Capitalization). If an Equity Award expires, lapses, terminates for any reason, or is canceled, forfeited or settled in cash rather than stock, the number of shares of Common Stock with respect to which such Equity Award expired, terminated, or was canceled, forfeited, exchanged or settled in cash, shall be available for future grants of Equity Awards under the Restated Plan. If any Stock Option is exercised by withholding or surrendering Common Stock to the Company as full or partial payment or if tax withholding requirements are satisfied by withholding or surrendering Common Stock to the Company, only the number of shares issued net of Common Stock withheld or surrendered shall be deemed delivered for purposes of applying the limits set forth in this Section. Shares available under the Restated Plan may be either authorized and unissued shares of Common Stock or authorized and issued shares of Common Stock purchased or acquired by the Company for any purpose.

2.6 Amendments and Termination. The Restated Plan may be suspended, terminated, or reinstated, in whole or in part, at any time by the Board of Directors. Except as provided below, the Board of Directors may from time to time make such amendments to the Restated Plan as it may deem advisable, and the Committee may amend any outstanding Award at any time (including an amendment that applies to a Participant who has incurred a Termination of Service); provided, however, that, without the approval of the Company's shareholders, no amendment shall be made which:

(a) Increases the maximum number of shares of Common Stock which may be subject to Incentive Stock Options granted under the Restated Plan (other than as provided in Section 11.2 (Adjustments Upon Changes in Capitalization));

(b) Materially modifies the requirements as to eligibility for participation in the Restated Plan with respect to Incentive Stock Options; or

(c) Requires shareholder approval under the rules of the exchange or market on which the Common Stock is listed or traded.

Except as permitted under Section 10.4 (Cancellation of Equity Awards) or 11.2 (Adjustments Upon Changes in Capitalization), if the Fair Market Value of Common Stock subject to a Stock Option or Stock Appreciation Right has declined since the Equity Award was granted, the Committee shall not, without shareholder approval, (i) cancel any or all such Stock Options or Stock Appreciation Rights in exchange for cash or the grant of a new Award, or (ii) reduce the exercise price of any or all such Stock Options or reduce the amount over which appreciation of a Stock Appreciation Right is measured; provided, however, that such reduced amount shall not be less than the Fair Market Value on the date such reduction is made.

No amendment, suspension or termination of the Restated Plan or amendment of an outstanding Award shall affect the Participant's rights under an outstanding Award or cause the modification (within the meaning of Code Section 424(h)) of an Incentive Stock Option, without the consent of the Participant affected thereby. The foregoing limitation on amendments, suspension and termination shall not apply to any amendment, suspension or termination (i) pursuant to Section 10.4 (Cancellation of Equity Awards) or 11.2 (Adjustments Upon Changes in Capitalization), or (ii) that the Committee, in its sole discretion, determines as necessary or appropriate to avoid the additional tax under Code Section 409A(a)(1)(B).

2.7 Participants and Grants. The Committee may grant one or more Awards to Nonemployee Directors, Consultants and those Employees who the Committee determines hold positions which enable them to have an impact on the long-term success of the Company or its Subsidiaries. In determining the number of shares of Common Stock subject to an Equity Award and the number of Performance Incentive Units to be granted to an Employee, the Committee shall consider the Employee's base salary, his or her expected contribution to the long-term performance of the Company, and such other relevant facts as the Committee shall deem appropriate. More than one Award may be granted to any Employee, Nonemployee Director or Consultant, and terms and conditions of Awards and types of Awards need not be consistent from Participant to Participant.

3. STOCK OPTIONS

3.1 General. Each Stock Option granted under the Restated Plan to an Employee, Nonemployee Director or Consultant shall be granted by the Committee in its sole discretion, and shall be evidenced by an agreement which shall state the number of shares of Common Stock which may be purchased upon the exercise thereof and shall contain such investment representations and other terms and conditions as the Committee may from time to time determine that do not cause the Stock Option to be subject to Code Section 409A and that are not inconsistent with the terms of the Restated Plan and, for Incentive Stock Options, Code Section 422.

3.2 Price. Subject to the provisions of Section 3.6(d) (regarding Incentive Stock Option limits under the Code), the purchase price per share of Common Stock subject to a Stock Option shall not be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock using the date the Stock Option is granted as the applicable date, except as provided in Section 2.6 (regarding repricing).

3.3 Period. The duration or term of each Stock Option granted under the Restated Plan shall be for such period as the Committee shall determine but in no event more than ten (10) years from the date of grant thereof.

3.4 Exercise. A Stock Option shall be exercisable in such installments, upon fulfillment of such conditions (such as performance-based requirements), or on such dates as the Committee may specify. Once exercisable, a Stock Option shall be exercisable, in whole or in part, by delivery of a notice of exercise through your Shareworks (or any successor Company Equity Management System) account specifying the number of shares of Common Stock as to which the Stock Option is then being exercised together with payment of the full purchase price for the shares being purchased upon such exercise. Until the shares of Common Stock as to which a Stock Option is exercised are paid for in full and issued, the Participant shall have none of the rights of a shareholder of the Company with respect to such Common Stock.

3.5 Payment. The Committee, in its sole discretion, shall determine from the alternatives set forth in subsections (a) through (d) the methods by which the exercise price may be paid. To the extent the agreement evidencing a Stock Option does not include one or more alternatives, the Committee hereby specifically reserves the right to exercise its discretion to allow the Participant to pay the exercise price using such alternative.

(a) In United States dollars in cash (to the extent Participant has cash available in their Shareworks (or their account under any successor Company Equity Management System);

(b) By the delivery by the Participant to the Company of whole shares of Common Stock having an aggregate Fair Market Value on the date of exercise equal to the aggregate of the purchase price of Common Stock as to which the Stock Option is then being exercised or by the withholding of whole shares of Common Stock having such Fair Market Value upon the exercise of such Stock Option;

(c) Pursuant to a cashless exercise program implemented by the Company; or

(d) By a combination of any number of the foregoing.

The Committee may, in its discretion, impose limitations, conditions, and prohibitions on the use by a Participant of shares of Common Stock to pay the purchase price payable by such Participant upon the exercise of a Stock Option.

3.6 Special Rules for Incentive Stock Options. Notwithstanding any other provision of the Restated Plan, the following provisions shall apply to Incentive Stock Options granted under the Restated Plan:

(a) Incentive Stock Options shall only be granted to Participants who are Employees.

(b) To the extent that the aggregate Fair Market Value (as of the date of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year under this Plan and under any other plan of the Company or a Subsidiary under which "incentive stock options" (as that term is defined in Code Section 422) are granted exceeds \$100,000, such Stock Options shall be treated as Non-Qualified Stock Options.

(c) Any Participant who disposes of shares of Common Stock acquired upon the exercise of an Incentive Stock Option by sale or exchange either within two (2) years after the date of the grant of the Incentive Stock Option under which the shares were acquired or within one (1) year of the acquisition of such shares, shall promptly notify the Secretary of the Company at the principal office of the Company of such disposition, the amount realized, the purchase price per share paid upon exercise, and the date of disposition.

(d) No Incentive Stock Option shall be granted to a Participant who, at the time of the grant, owns (or is deemed to own) stock representing more than ten percent (10%) of the total combined voting power of all classes of stock either of the Company or any parent or Subsidiary of the Company, unless the purchase price of the shares of Common Stock purchasable upon exercise of such Incentive Stock Option is at least one hundred ten percent (110%) of the Fair Market Value (at the time the Incentive Stock Option is granted) of the Common Stock and the Incentive Stock Option is not exercisable more than five (5) years from the date it is granted.

3.7 Termination of Service.

(a) In the event a Participant incurs a Termination of Service for Cause, while the Participant holds Stock Options granted under the Restated Plan, all Stock Options held by the Participant shall expire immediately.

(b) Except as otherwise provided in subsection (a) or in the agreement evidencing the Participant's Stock Option, if a Participant, while holding a Stock Option, dies prior to Termination of Service, incurs a Termination of Service as a result of his or her Total Disability, incurs a Termination of Service by action of the Company without Cause or incurs a Termination of Service on or after reaching age 60, then, subject to Section 2.1(x) (Release), (i) each Stock Option held by the Participant that is not exercisable shall become exercisable (i.e., vested) on the date of the Termination of Service on a pro rata basis, based on the number of full months of active service with the Company or a Subsidiary during the vesting period (or vesting period for the relevant tranche, as applicable), and (ii) each Stock Option held by the Participant shall be exercisable by the Participant (or, in the case of death, by the executor or administrator of the Participant's estate or by the person or persons to whom the deceased Participant's rights thereunder shall have passed by will or by the laws of descent or distribution), to the extent otherwise exercisable at the time of (or as a result of) Termination of Service, until the earlier of (A) its stated expiration date or (B) the date occurring three (3) years after the date of such Termination of Service; provided, that in the event of a Termination of Service as a result of the Participant's Total Disability, such Stock Option shall be exercisable until its stated expiration date.

(c) Except as otherwise provided in the agreement evidencing the Participant's Stock Option, if a Participant shall incur a Termination of Service for any reason not specified in Sections 3.7(a) or (b) (regarding terminations for Cause, or on account of death, Total Disability, by action of the Company without Cause, or on or after reaching age 60), the Participant shall, to the extent otherwise exercisable at the date of Termination of Service, have the right to exercise the Stock Options held by him or her at the date of Termination of Service for a period of three (3) months or, in the case of Stock Options which are not intended to be Incentive Stock Options, such extended period as the Committee may, in its sole discretion, determine; provided, however, that in no event shall such Stock Options be exercisable after their stated expiration date.

(d) The Committee may, in its sole discretion, provide for the continued or accelerated vesting of a Stock Option following Termination of Service.

(e) To the extent a Stock Option held by a Participant is not exercisable at the time of (or as a result of) his or her Termination of Service, such Stock Option shall terminate.

3.8 Effect of Leaves of Absence. It shall not be considered a Termination of Service when a Participant is on military or sick leave or such other type of leave of absence which is considered as continuing intact the relationship of the Participant with the Company or its Subsidiaries. In case of such leave of absence, the relationship shall be continued until the latest of (i) the date when such leave equals ninety (90) days, (ii) the date when such leave equals the number of days provided in the applicable Company leave policy, or (iii) the date when the Participant's right to reemployment is no longer guaranteed either by statute or contract.

4. STOCK APPRECIATION RIGHTS

4.1 General. Each Stock Appreciation Right granted under the Restated Plan to an Employee, Nonemployee Director or Consultant shall be granted by the Committee in its sole discretion and shall be evidenced by an agreement which shall state the number of shares of Common Stock with respect to which appreciation shall be measured and shall contain such investment representations and other terms and conditions as the Committee may from time to time determine that are not inconsistent with the provisions of the Restated Plan and Code Section 409A.

4.2 Amount Payable on Exercise. A Stock Appreciation Right entitles the Participant to receive, with respect to each share of Common Stock to which the Stock Appreciation Right is exercised, the excess, if any, of the Fair Market Value of the share on the date of exercise over the Fair Market Value of the share using the date the Stock Appreciation Right is granted as the applicable date (the "Spread"). Such excess shall be paid in cash, shares of Common Stock (having a Fair Market Value on the date of exercise equal to the Spread), or a combination thereof, as determined by the Committee.

4.3 Period. The duration or term of each Stock Appreciation Right granted under the Restated Plan shall be for such period as the Committee shall determine but in no event more than ten (10) years from the date of grant thereof.

4.4 Exercise. A Stock Appreciation Right shall be exercisable in such installments, upon fulfillment of such conditions (such as performance-based requirements), or on such dates as the Committee may specify. Once exercisable, a Stock Appreciation Right shall be exercisable, in whole or in part, by delivery of a notice of exercise to the Secretary of the Company at the principal office of the Company specifying the number of shares of Common Stock as to which the Stock Appreciation Right is then being exercised.

4.5 Termination of Service. For purposes of determining the extent to which, and the period during which, a Stock Appreciation Right may be exercised following a Participant's Termination of Service, Section 3.7 (Termination of Service) shall be applied by replacing the terms "Stock Option" and "Stock Options" in each place such terms appear in Section 3.7 (Termination of Service), with the terms "Stock Appreciation Right" and "Stock Appreciation Rights," respectively.

4.6 Effect of Leaves of Absence. It shall not be considered a Termination of Service when a Participant is on military or sick leave or such other type of leave of absence which is considered as continuing intact the relationship of the Participant with the Company or its Subsidiaries. In case of such leave of absence, the relationship shall be continued until the latest of (i) the date when such leave equals ninety (90) days, (ii) the date when such leave equals the number of days provided in the applicable Company leave policy, or (iii) the date when the Participant's right to reemployment is no longer guaranteed either by statute or contract.

5. STOCK GRANTS

The Committee may, subject to the 5% limitation described in Section 2.2, make a Stock Grant to an Employee, Nonemployee Director or Consultant. Such Stock Grant shall be fully vested on the date made.

6. RESTRICTED STOCK

6.1 Grant. Restricted Stock may be granted by the Committee to an Employee, Nonemployee Director or Consultant under this Article for no consideration in the form of an award of Common Stock subject to restrictions. At the time Restricted Stock is granted, the Committee shall determine whether the Restricted Stock is Performance Stock (where the lapse of restrictions is based on Performance Program Targets), or Restricted Stock that is not Performance Stock (where the lapse of restrictions is based on times and/or conditions determined by the Committee). The period beginning on the date of grant and ending on the date the restrictions lapse is the "Restriction Period."

6.2 Restrictions on Transfer. Except as otherwise provided in this Article, Restricted Stock shall not be sold, exchanged, transferred, pledged, assigned, hypothecated, or otherwise encumbered or disposed of during the Restriction Period.

6.3 Lapse of Restrictions.

(a) Restricted Stock Other Than Performance Stock. With respect to Restricted Stock that is not Performance Stock:

(i) The restrictions described in Section 6.2 (Restrictions on Transfer) shall lapse at the earlier of (A) such time or times, and on such conditions, as the Committee may specify at the time of grant or (B) a Change in Control occurring before the Participant's Termination of Service;

(ii) Except as otherwise provided in the agreement evidencing the Participant's Restricted Stock, if a Participant dies prior to Termination of Service, incurs a Termination of Service as a result of his or her Total Disability, incurs a Termination of Service by action of the Company without Cause, or incurs a Termination of Service on or after reaching age 60, then subject to Section 2.1(x) (Release), the restrictions described in Section 6.2 (Restrictions on Transfer) shall lapse on the date of the Termination of Service on a pro rata basis, based on the number of full months of active service with the Company or a Subsidiary during the Restriction Period (or Restriction Period for the relevant tranche, as applicable); and

(iii) The Committee may, in its sole discretion, provide for the continued or accelerated vesting of Restricted Stock (other than Performance Stock) following Termination of Service.

(b) Performance Stock. With respect to Performance Stock granted to a Participant, the restrictions described in Section 6.2 (Restrictions on Transfer) shall lapse after the end of the relevant Performance Period based on the Performance Program Targets established in accordance with Article 9 (Common Rules for Performance Awards) and achieved for such Period. As promptly as practicable after the end of the Performance Period, the Committee shall, in accordance with Article 9 (Common Rules for Performance Awards), determine the extent to which the Performance Program Targets have been achieved. Except as provided in Section 10.3 (Performance Awards and Restricted Stock Units), the extent to which such restrictions lapse shall be based solely on the achievement of Performance Program Targets, in accordance with Article 9 (Common Rules for Performance Awards); the Committee shall not have the discretion to increase the extent to which such restrictions lapse. Except as provided in Section 9.4 (Termination of Service Prior to the End of Restriction Period, Vesting or Payment Date) or Section 10.3 (Performance Awards and Restricted Stock Units), if a Participant incurs a Termination of Service for any reason prior to the date the Restriction Period would otherwise lapse with respect to Performance Stock, the Participant shall forfeit all Performance Stock granted with respect to such Performance Period. The Restriction Period with respect to Performance Stock shall end on the date the Committee makes its determination regarding achievement of Performance Program Targets in accordance with Article 9 (Common Rules for Performance Awards), but only to the extent such targets are achieved.

(c) In General. Upon the lapse of restrictions in accordance with this Section 6.3 (Lapse of Restrictions) with respect to a share of Restricted Stock, the Restriction Period shall end, and such share of Common Stock shall cease to be Restricted Stock for purposes of the Restated Plan. Except as provided in Section 9.4 (Termination of Service Prior to the End of Restriction Period, Vesting or Payment Date) and Article 10 (Change in Control), any Restricted Stock with respect to which the Restriction Period has not lapsed at the time of (or as a result of) the Participant's Termination of Service, shall be forfeited.

6.4 Custody of Shares. The Company's transfer agent, Equiniti Trust Company, LLC (or any successor transfer agent), holds Restricted Stock in book entry form until the lapse of restrictions under Section 6.3 (Lapse of Restrictions). The shares of Common Stock that cease to be Restricted Stock under Section 6.3 (Lapse of Restrictions) are released to the Participant's account on Shareworks (or to their account under any successor Company Equity Management System) promptly after the conclusion of the Restriction Period and the satisfaction of any applicable withholding requirements.

6.5 Shareholder Rights. Each Participant who receives Restricted Stock shall have all of the rights of a shareholder with respect to such shares, subject to the restrictions set forth in Section 6.2 (Restrictions on Transfer), including the right to vote the shares and receive dividends and other distributions. Any shares of Common Stock or other securities of the Company received by a Participant with respect to a share of Restricted Stock, as a stock dividend, or in connection with a stock split or combination, share exchange or other recapitalization, shall have the same status and be subject to the same restrictions as such Restricted Stock. Unless the Administrator provides otherwise, if any dividends or distributions are paid in Shares, or consist of a dividend or distribution to holders of Common Stock of property other than an ordinary cash dividend, the Shares or other property will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid. Notwithstanding anything to the contrary herein, with respect to any award of Restricted Stock, dividends which are paid to holders of Common Stock prior to vesting shall only be paid out to the Participant holding such Restricted Stock to the extent that the vesting conditions are subsequently satisfied. All such dividend payments will be made no later than March 15 of the calendar year following the calendar year in which the right to the dividend payment becomes nonforfeitable.

7. RESTRICTED STOCK UNITS

7.1 Nature of Restricted Stock Units. A Restricted Stock Unit entitles the Participant to receive one share of Common Stock, cash equal to the Fair Market Value of a share of Common Stock on the date of vesting, or a combination thereof, with respect to each Restricted Stock Unit that vests in accordance with Section 7.3 (Vesting of Restricted Stock Units); any fractional Restricted Stock Unit will be forfeited. The Committee, in its sole discretion, shall determine the medium of payment.

7.2 Grant of Restricted Stock Units. At the time of grant, the Committee shall determine (a) the Employee, Nonemployee Director or Consultant receiving the grant, (b) the number of Restricted Stock Units subject to the Award, (c) whether the Restricted Stock Unit is a Performance Stock Unit (where vesting is based on Performance Program Targets), or a Restricted Stock Unit that is not a Performance Stock Unit (where vesting is based on times and/or conditions determined by the Committee), and (d) when such Restricted Stock Units shall vest in accordance with Section 7.3 (Vesting of Restricted Stock Units). Shareworks (or any successor Company Equity Management System) will establish a bookkeeping account in the Participant's name which reflects the number and type of Restricted Stock Units standing to the credit of the Participant.

7.3 Vesting of Restricted Stock Units.

(a) Restricted Stock Units Other Than Performance Stock Units. With respect to Restricted Stock Units that are not Performance Stock Units:

(i) The Restricted Stock Unit shall vest at the earlier of (A) such time or times, and on such conditions, as the Committee may specify at the time of grant or (B) a Change in Control occurring before the Participant's Termination of Service;

(ii) Except as otherwise provided in the agreement evidencing the Participant's Restricted Stock Unit, if a Participant dies prior to Termination of Service, incurs a Termination of Service as a result of his or her Total Disability, incurs a Termination of Service by action of the Company without Cause, or incurs a Termination of Service on or after reaching age 60, then subject to Section 2.1(x) (Release), the Restricted Stock Units shall vest on the date of the Termination of Service on a pro rata basis, based on the number of full months of active service with the Company or a Subsidiary during the vesting period (or vesting period for each relevant tranche, as applicable); and

(iii) The Committee may, in its sole discretion, provide for the continued or accelerated vesting of a Restricted Stock Unit (other than a Performance Stock Unit) following Termination of Service.

(b) Performance Stock Units. The Committee shall determine the extent to which a Participant's Performance Stock Units vest after the end of the relevant Performance Period, based on the Performance Program Targets established in accordance with Article 9 (Common Rules for Performance Awards) and achieved for such Period. As promptly as practicable after the end of the Performance Period, the Committee shall, in accordance with Article 9 (Common Rules for Performance Awards), determine the extent to which the Performance Program Targets have been achieved. Except as provided in Section 10.3 (Performance Awards and Restricted Stock Units), the extent to which Performance Stock Units vest shall be based solely on the achievement of Performance Program Targets, in accordance with Article 9 (Common Rules for Performance Awards); the Committee shall not have the discretion to increase the extent to which such Performance Stock Units vest. Except as provided in Section 9.4 (Termination of Service Prior to the End of Restriction Period, Vesting or Payment Date) or Section 10.3 (Performance Awards and Restricted Stock Units), if a Participant incurs a Termination of Service for any reason prior to the date Performance Stock Units would otherwise vest, the Participant shall forfeit all Performance Stock Units granted with respect to such Performance Period. Performance Stock Units shall vest on the date the Committee makes its determinations regarding achievement of Performance Program Targets in accordance with Article 9 (Common Rules for Performance Awards), but only to the extent such targets are achieved.

(c) Payment. Except as otherwise provided in the agreement evidencing the Participant's Restricted Stock Unit grant, payment with respect to a vested Restricted Stock Unit shall be made, to the extent vested, in the calendar year of the scheduled payment date(s).

7.4 Dividend Equivalent Rights. Except as otherwise provided in the agreement evidencing the Participant's Restricted Stock Unit award, the Company shall credit to the Participant's bookkeeping account, on each date that the Company pays a dividend to holders of Common Stock generally, an additional number of Restricted Stock Units equal to the total number of Restricted Stock Units credited to the Participant's bookkeeping account on such date, multiplied by the dollar amount of the per share dividend, and divided by the Fair Market Value of a share of Common Stock on such date. Restricted Stock Units attributable to such dividend equivalent rights shall be subject to the same terms and conditions as the Restricted Stock Units to which such dividend equivalent rights relate, and may be paid in cash or in stock, at the discretion of the Company.

8. PERFORMANCE INCENTIVE UNITS

8.1 Grants/Maximum Amount Payable. The Committee may grant Performance Incentive Units to an Employee with respect to a Performance Period. Notwithstanding any other provision of the Restated Plan to the contrary, the amount of compensation payable to a Participant in any one calendar year on account of Performance Incentive Units shall be reduced to the extent such compensation exceeds the lesser of five (5) times the Participant's base salary, or five million dollars (\$5,000,000).

8.2 Stated Value and Change in Performance Targets.

(a) Stated Value. Within the period set forth in Section 9.2 (Committee Determinations), the Committee shall establish the value (which shall be expressed in dollars) of Performance Incentive Units (the "Stated Value") to be granted to a Participant with respect to a Performance Period, and shall fix the percentage, if any, of the Stated Value to be earned upon the achievement of the Performance Program Targets established for the relevant Performance Period. In no event, however, shall the percentage of Stated Value to be earned upon achievement of the maximum Performance Program Target established with respect to a Performance Period exceed 200% of Stated Value fixed for that Performance Period.

(b) Change in Performance Targets. If the Committee determines that an unforeseen change during a Performance Period in the Company's business operations, corporate structure, capital structure, or manner in which it conducts business is significant, nonrecurring and material and that the Performance Program Targets established for the Performance Period are no longer suitable, the Committee may, but only with the concurrence of the Board of Directors, modify the Performance Program Targets as it deems appropriate and equitable; provided, however, that no such modification shall increase the Performance Program Targets in effect for any Performance Period (i.e., establish a target that is more difficult to achieve than the original Performance Program Target).

8.3 Payment. As promptly as practicable after the end of each Performance Period, the Committee shall, pursuant to Article 9 (Common Rules for Performance Awards), determine the earned percentage of Stated Value of the Performance Incentive Units granted with respect to such completed Performance Period. The Company shall, on the Short-Term Deferral Date, pay to each Participant holding Performance Incentive Units granted with respect to such completed Performance Period, for each such Performance Incentive Unit held by him or her, an amount in cash equal to the product obtained by multiplying Stated Value by the earned percentage of Stated Value; provided, however, that except as provided in Section 9.4 (Termination of Service Prior to the End of Restriction Period, Vesting or Payment Date) or Section 10.3 (Performance Awards and Restricted Stock Units), no amounts shall be due or payable with respect to any Performance Incentive Units if the Participant to whom such Performance Incentive Units have been granted incurs a Termination of Service for any reason prior to the date the payment would otherwise be made with respect to such Performance Incentive Units.

9. COMMON RULES FOR PERFORMANCE AWARDS

9.1 In General. Notwithstanding any provision of the Restated Plan to the contrary, this Article 9 (Common Rules for Performance Awards) shall apply to Performance Awards. All discretionary actions taken under the Restated Plan with respect to such Performance Awards shall be exercised exclusively by the Committee.

9.2 Committee Determinations. With respect to Performance Awards, the Committee shall determine:

- (a) The Employee to whom the Award shall be granted;
- (b) The type of Award to be granted;
- (c) The Performance Period applicable to the Award;
- (d) The Performance Program Target(s) applicable to the Award; and
- (e) Other terms and conditions of the Award consistent with the terms of the Restated Plan.

All such determinations shall be made within the first ninety (90) days of the Performance Period or, if shorter, within the first 25% of such Performance Period, provided in either case that the outcome is substantially uncertain when the Performance Program Targets are established. Each of the above determinations shall be made by the Committee in its sole discretion without any requirement for consistency among, for example, (i) the types of Awards granted to Participants, and (ii) the Performance Periods or Performance Program Targets applicable to Participants or to different types of Awards.

9.3 Performance Program Targets.

(a) The Performance Program Targets shall provide an objective method for determining whether the Performance Program Targets have been achieved, and an objective method for computing the amount to be paid, or the number of shares of Common Stock which shall vest or be distributed, to the Participant based on the attainment of one or more goals included in the Performance Program Targets.

(b) Performance Program Targets shall be based upon one or more of the following business criteria (which may be determined for these purposes by reference to (i) the Company as a whole, (ii) any of the Company's subsidiaries, operating divisions, regional business units or other operating units, or (iii) any combination thereof): profit before taxes, profit after taxes, earnings before or after taxes, interest, depreciation and/or amortization, stock price, total shareholder return, market share, gross revenue, net revenue, pretax income, operating income, cash flow, earnings per share, return on equity, return on invested capital or assets, cost reductions and savings, return on revenues or productivity, or any variations of the preceding business criteria, which may be modified at the discretion of the Committee to take into account significant nonrecurring items or which may be adjusted to reflect such costs or expense as the Committee deems appropriate. Performance Program Targets may also be based upon a Participant's attainment of personal objectives with respect to any of the foregoing business criteria or implementing policies and plans, negotiating transactions and sales, developing long-term business goals or exercising managerial responsibility.

(c) Measurements of actual performance against the Performance Program Targets established by the Committee shall be objectively determinable and shall, to the extent applicable, be determined according to generally accepted accounting principles as in existence on the date on which the Performance Program Targets are established and, without regard to any changes in such principles after such date, except where the Committee has specified that such changes shall be taken into account and, with respect to Participants, such specification is made not later than the end of the period set forth in Section 9.2 (Committee Determinations). The Committee may provide for appropriate adjustments to any business criteria used in connection with measuring attainment of Performance Program Targets to take into account fluctuations in exchange rates, where relevant.

9.4 Termination of Service Prior to End of Restriction Period, Vesting or Payment Date.

(a) Employment Requirement. Except as provided in Section 10.3 (Performance Awards and Restricted Stock Units) and/or in an agreement evidencing the Participant's Award, no Performance Award shall be payable under the Restated Plan to any Participant who incurs a Termination of Service prior to the date the Restriction Period ends (with respect to Performance Stock), the date of vesting (with respect to Performance Stock Units), or the date the payment would otherwise be made (with respect to Performance Incentive Units), unless:

(i) The Participant incurs a Termination of Service prior to such date either by action of the Company and such termination is without Cause, or on account of his or her death or Total Disability;

(ii) The Participant incurs a Termination of Service prior to such date either by action of the Company without Cause, or on or after attainment of age 60; or

(iii) The Committee, in its sole discretion, specifically allows the Participant's Performance Award to remain payable, in full or in part (as determined by the Committee), if the Participant incurs a Termination of Service before such date; provided, however, that, any Performance Award payable will not exceed an amount equal to the Award otherwise payable to the Participant for a Performance Period, multiplied by a fraction, the numerator of which is the number of days the Participant was actively in service with the Company or a Subsidiary during the Performance Period and the denominator of which is the number of days in the Performance Period.

Except as provided in Section 10.3 (Performance Awards and Restricted Stock Units), and/or in an agreement evidencing the Participant's Awards, if a Participant incurs a Termination of Service prior to the date the Restriction Period ends (with respect to Performance Stock), the date of vesting (with respect to Performance Stock Units), or the date the payment would otherwise be made (with respect to Performance Incentive Units) under any circumstances other than those described above, the Performance Award shall be forfeited on the date of such Termination of Service.

(b) Proration of Performance Award.

Except as provided in an agreement evidencing the Participant's Award:

(i) If a Participant is on a leave of absence during a Performance Period, the Participant's Performance Award shall be prorated based on active service during the Performance Period, except as provided in Section 10.3 (Performance Awards and Restricted Stock Units).

(ii) If a Participant incurs a Termination of Service under the circumstances set forth in Section 9.4(a)(i) or (ii) (regarding Termination of Service on account of death, Total Disability, by action of the Company without Cause, or on or after age 60), any Performance Award payable shall be prorated based on active service during the Performance Period, except as provided in Section 10.3 (Performance Awards and Restricted Stock Units).

9.5 Conditions to Payment or Vesting. No Participant may receive any payment (of unrestricted Common Stock or cash) with respect to a Performance Award unless and until (A) the Restated Plan is approved by the Company's shareholders, and (B) except as provided in this Section 9.5 (Conditions to Payment or Vesting) or in Section 10.3 (Performance Awards and Restricted Stock Units), the Committee responsible for the administration of the Restated Plan with respect to such Participant has certified in writing that the Performance Program Target or Targets for a Performance Period have been achieved. Notwithstanding anything herein to the contrary, if a Participant incurs a Termination of Service under the circumstances set forth in Section 9.4 (Termination of Service Prior to the End of Restriction Period, Vesting or Payment Date) (a)(i), (ii), or (iii), the Committee shall have the discretion to provide for payment in respect of a Performance Award for a Performance Period regardless of whether the Performance Program Targets for such Performance Period have been achieved.

10. CHANGE IN CONTROL

10.1 Stock Options and Stock Appreciation Rights. Upon the occurrence of a Covered Termination, all Stock Options and Stock Appreciation Rights granted and outstanding under the Restated Plan shall become immediately exercisable in full regardless of any terms of such an Award to the contrary; provided, however, that the extent to which a Stock Option or Stock Appreciation Right is exercisable shall not be increased under this Section 10.1 (Stock Options and Stock Appreciation Rights) if the Participant incurred a Termination of Service before the Change in Control.

10.2 Restricted Stock other than Performance Stock. Upon the occurrence of a Covered Termination, the restrictions described in Section 6.2 (Restrictions on Transfer) shall lapse with respect to all Restricted Stock other than Performance Stock outstanding on the date of the Change in Control; provided, however, that this Section shall not apply to a Participant who incurred a Termination of Service before the Change in Control.

10.3 Performance Awards and Restricted Stock Units.

(a) In General. This Section 10.3 (Performance Awards and Restricted Stock Units) shall apply to a Participant who (i) is an Employee, Nonemployee Director or Consultant on the day before the Change in Control, and (ii) has incurred a Covered Termination.

(b) Performance Stock. Notwithstanding any provision of the Restated Plan to the contrary, in the event of a Covered Termination,

(i) Performance Stock that is (A) held by a Participant described in subsection (a), and (B) relates to a Performance Period that ended on or before the date of such Covered Termination, shall be paid (in cash or unrestricted Common Stock, as determined by the Committee, in its sole discretion) at the same time such Performance Stock would have otherwise been paid based on achievement during the applicable Performance Period.

(ii) Performance Stock that is (A) held by a Participant described in subsection (a), and (B) relates to a Covered Termination that occurs during a Performance Period, the restrictions described in Section 6.2 (Restrictions on Transfer) (i) shall lapse based on target levels of achievement for the applicable Performance Period, and (ii) the Company (or any successor thereto as a result of the Change in Control) shall pay (in cash or unrestricted Common Stock) to each Participant described in subsection (a) (or his or her beneficiary) the pro rata portion of the Participant's Performance Stock with respect to any Performance Period in which such Covered Termination occurs, such payment to be made on the 60th day immediately following such Covered Termination. The pro rata portion shall be calculated on the fractional portion (the numerator of the fraction being the number of days between the first day of the applicable Performance Period and the date of such Covered Termination, and the denominator being the total number of days in the applicable Performance Period) of the Performance Stock for which the restrictions described in Section 6.2 (Restrictions on Transfer) would have lapsed had the Covered Termination not occurred.

(c) Restricted Stock Units and Performance Incentive Units. Notwithstanding any provision of the Restated Plan to the contrary, this subsection (c) shall apply in the event of a Covered Termination:

(i) On the date of such Covered Termination, all outstanding Restricted Stock Units (other than Performance Stock Units) held by a Participant described in subsection (a) shall vest and shall be paid (in cash or unrestricted Common Stock, as determined by the Committee, in its sole discretion) to such Participant;

(ii) Performance Stock Units that are (A) held by a Participant described in subsection (a), and (B) relate to a Performance Period that ended on or before the date of such Covered Termination, shall be paid (in cash or unrestricted Common Stock, as determined by the Committee, in its sole discretion) to such Participant at the same time it would otherwise have been paid based on achievement during the applicable Performance Period;

(iii) Performance Incentive Units that are (A) held by a Participant described in subsection (a), and (B) relate to a Performance Period that ended on or before the date of such Covered Termination, shall be paid to such Participant at the same time it would otherwise have been paid based on achievement during the applicable Performance Period; and

(iv) The Company (or any successor thereto as a result of the Change in Control) shall pay to each Participant described in subsection (a) (or his or her beneficiary) the pro rata portion of the Participant's Performance Stock Units (in cash or unrestricted Common Stock) and Performance Incentive Units (in cash) with respect to any Performance Period in which such Covered Termination occurs, such payment to be made on the 60th day immediately following such Covered Termination. The pro rata portion shall be calculated on the fractional portion (the numerator of the fraction being the number of days between the first day of the applicable Performance Period and the date of such Covered Termination, and the denominator being the total number of days in the applicable Performance Period) of (A) with respect to Performance Stock Units, the Performance Stock Units that would have become vested had such Covered Termination not occurred, and the target level of performance been achieved for the applicable Performance Period, and (B) with respect to Performance Incentive Units, the amount that would have been payable had such Covered Termination not occurred, and the target level of performance been achieved for the applicable Performance Period.

10.4 Cancellation of Equity Awards. In addition to the foregoing, in the event of a Change in Control, the Committee may, in its discretion and upon at least seven (7) days' advance notice to the affected persons, cancel any outstanding Equity Awards and pay to the holders thereof, in cash or stock, or any combination thereof, the value of such Awards based upon the price per share of Common Stock received or to be received by other shareholders of the Company. In the case of any Stock Option or Stock Appreciation Right with an exercise price or base amount, respectively, that equals or exceeds the price paid for a share of Common Stock in connection with the Change in Control, the Committee may cancel the Stock Option or Stock Appreciation Right without the payment of consideration therefor.

11. MISCELLANEOUS PROVISIONS

11.1 Agreement. Each Equity Award granted under the Restated Plan shall be evidenced by an agreement between the Company and the Participant which shall set forth the number of shares of Common Stock subject to the Equity Award, and such terms and conditions of the Equity Award as the Committee may, in its sole discretion, determine that are not inconsistent with the terms of the Restated Plan, Code Section 409A and, for Incentive Stock Options, Code Section 422.

11.2 Adjustments Upon Changes in Capitalization. In the event of changes to the outstanding shares of Common Stock of the Company through reorganization, merger, consolidation, recapitalization, reclassification, stock splits, stock dividend, spin-off, stock consolidation or otherwise, or in the event of a sale of all or substantially all of the assets of the Company, an appropriate and proportionate adjustment shall be made in the number and kind of shares as to which Awards may be granted. A corresponding adjustment changing the number and kind of shares issuable upon exercise or vesting of outstanding Stock Options, Stock Appreciation Rights and/or Restricted Stock Units (as well as the exercise price of outstanding Stock Options and the amount over which appreciation of outstanding Stock Appreciation Rights is measured) shall likewise be made. Notwithstanding the foregoing, in the case of a reorganization, merger or consolidation, or sale of all or substantially all of the assets of the Company, in lieu of adjustments as aforesaid, the Committee may in its discretion accelerate the date after which a Stock Option or Stock Appreciation Right may or may not be exercised or the stated expiration date thereof and may accelerate the termination date of any Award or Performance Period then in effect; provided, however, that not fewer than seven (7) days' advance notice shall be provided to each Participant whose Award is to be so terminated. Adjustments or changes under this Section shall be made by the Committee, whose determination as to what adjustments or changes shall be made, and the extent thereof, shall be final, binding, and conclusive; provided, however, that no such adjustment or change shall cause an outstanding Stock Option or Stock Appreciation Right to become subject to Section 409A of the Code.

11.3 Non-Transferability. No Incentive Stock Option, Restricted Stock, Restricted Stock Unit or Performance Incentive Unit shall be assignable or transferable by the Participant except by will or the laws of descent and distribution. No Incentive Stock Option shall be exercisable during the Participant's lifetime by any person other than the Participant or his or her guardian or legal representative. Except as provided in the agreement evidencing a Participant's Award, such limits on assignment, transfer and exercise shall also apply to Non-Qualified Stock Options and Stock Appreciation Rights.

11.4 Withholding. The Company's obligations in connection with this Plan shall be subject to applicable Federal, state, and local tax withholding requirements. Federal, state, and local withholding tax due with respect to an Award may be paid in shares of Common Stock already owned by the Participant or through the withholding of shares otherwise issuable to such Participant upon such terms and conditions as the Committee shall determine; provided, however, that the number of shares withheld to satisfy the tax withholding requirements with respect to any Award shall be limited to the extent necessary to avoid adverse accounting consequences. If the Participant shall either fail to pay, or make arrangements satisfactory to the Committee for the payment, to the Company of all such Federal, state, and local taxes required to be withheld by the Company, then the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to such Participant an amount equal to any Federal, state, or local taxes of any kind required to be withheld by the Company.

11.5 Deferrals. The Committee may permit a Participant to defer receipt of any Common Stock issuable (or cash payable) upon the lapse of the Restriction Period applicable to Restricted Stock, the vesting of Restricted Stock Units or the payment of cash pursuant to a Performance Incentive Unit, subject to such rules and procedures as it may establish, which may include provisions for the payment or crediting of interest, or dividend equivalents, including converting such credits into deferred Common Stock equivalents. In no event, however, shall such deferrals be permitted unless the agreement evidencing the Participant's Award specifically permits deferrals under this Section.

11.6 Compliance with Law and Approval of Regulatory Bodies. No Stock Option or Stock Appreciation Right shall be exercisable and no shares will be delivered under the Restated Plan except in compliance with all applicable Federal and state laws and regulations including, without limitation, compliance with all Federal and state securities laws and withholding tax requirements and with the rules of the New York Stock Exchange and of all domestic stock exchanges on which the Common Stock may be listed. No Stock Option or Stock Appreciation Right shall be exercisable and no shares will be delivered under the Restated Plan, until the Company has obtained consent or approval from regulatory bodies, Federal or state, having jurisdiction over such matters as the Committee may deem advisable. In the case of a payment (in cash or Common Stock) with respect to an Award to a person or estate acquiring the right to payment as a result of the death of the Participant, the Committee may require reasonable evidence as to the ownership of the Award and may require consents and releases of taxing authorities that it may deem advisable.

11.7 No Right to Service. Neither the adoption of the Restated Plan nor its operation, nor any document describing or referring to the Restated Plan, or any part thereof, nor the granting of any Award shall confer upon any Participant under the Restated Plan any right to continue in the employ or service of the Company or any Subsidiary, or shall in any way affect the right and power of the Company or any Subsidiary to terminate the employment or service of any Participant at any time with or without assigning a reason therefor, to the same extent as might have been done if the Restated Plan had not been adopted.

11.8 Exclusion from Pension Computations. By acceptance of a grant of an Award under the Restated Plan, the recipient shall be deemed to agree that any income realized upon the receipt, exercise, or vesting thereof or upon the disposition of the shares received upon exercise will not be taken into account as "base remuneration," "wages," "salary," or "compensation" in determining the amount of any contribution to or payment or any other benefit under any pension, retirement, incentive, profit-sharing, or deferred compensation plan of the Company or any Subsidiary, except to the extent any such amount is taken into consideration under the express terms of any such plan.

11.9 Interpretation of the Restated Plan. Headings are given to the Articles and Sections of the Restated Plan solely as a convenience to facilitate reference. Such headings, numbering, and paragraphing shall not in any case be deemed in any way material or relevant to the construction of the Restated Plan or any provision hereof. The use of the masculine gender shall also include within its meaning the feminine. The use of the singular shall also include within its meaning the plural and vice versa.

11.10 Use of Proceeds. Funds received by the Company upon the exercise of Stock Options granted under the Restated Plan shall be used for the general corporate purposes of the Company.

11.11 Construction of Plan. The place of administration of the Restated Plan shall be in the Commonwealth of Pennsylvania, and the validity, construction, interpretation, administration, and effect of the Restated Plan and of its rules and regulations, and rights relating to the Restated Plan, shall be determined solely in accordance with the laws of the Commonwealth of Pennsylvania (without reference to principles of conflicts of laws) to the extent Federal law is not applicable.

11.12 Successors. The provisions of the Restated Plan shall bind and inure to the benefit of the Company and its successors and assigns. The term "successors" as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, share exchange, purchase or otherwise, acquire all or substantially all of the business and assets of the Company.

11.13 Unfunded Plan. Except as provided in Article 6 (Restricted Stock), the Restated Plan shall be unfunded, and the Company shall not be required to segregate any assets that may at any time be represented by Awards under the Restated Plan. Any liability of the Company to any person with respect to any Award under this Plan shall be based solely upon any contractual obligations that may be created pursuant to the Restated Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

11.14 Code Section 409A. Notwithstanding any provision of this Plan to the contrary, if a Participant is a specified employee (as defined in Treas. Reg. §1.409A-1(i)), any payment or benefit under this Plan that constitutes deferred compensation subject to Code Section 409A and for which the payment event is separation from service (as defined in Treas. Reg. §1.409A-1(h)) shall not be made or provided to the Participant before the date that is six months after the date of the Participant's separation from service. Any payment or benefit that is delayed pursuant to this Section 11.14 (Code Section 409A) shall be made or provided on the first business day of the seventh month following the month in which the Participant's separation from service occurs. With respect to any cash payment delayed pursuant to this Section 11.14 (Code Section 409A), the delayed payment shall include interest, at the Wall Street Journal Prime Rate published in the Wall Street Journal on the date of the Participant's separation from service (or the previous business day if such date is not a business day), for the period from the date the payment would have been made but for this Section 11.14 (Code Section 409A) through the date payment is made. The provisions of this Section 11.14 (Code Section 409A) shall apply only to the extent required to avoid a Participant's incurrence of any additional tax or interest under Code Section 409A. To the extent any payment or benefit under the Restated Plan constitutes deferred compensation subject to Code Section 409A, this Plan is intended to comply with Code Section 409A and shall be administered, interpreted and construed in accordance therewith to avoid the imposition of additional tax under Code Section 409A.

11.15 Recoupment Policy. Notwithstanding any provision of this Plan to the contrary, a Participant's right to receive or retain an Award, to retain any amount received pursuant to an Award (in cash or Common Stock) and, in the case of Common Stock received pursuant to an Award, to retain any profit or gain the Participant realized in connection with such an Award, shall be subject to any recoupment or "clawback" policy adopted by the Company.