As filed with the Securities and Exchange Commission on January 7, 2002

Registration No. 333-52452

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

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

\_\_\_\_\_

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

MINNESOTA (State or other jurisdiction of incorporation or organization)

41-0216800 (I.R.S. Employer Identification No.)

3680 VICTORIA ST. N., SHOREVIEW, MINNESOTA 55126-2966 (Address of principal executive offices)

\_\_\_\_\_

(Zip Code)

DELUXE CORPORATION DEFERRED COMPENSATION PLAN (2001 RESTATEMENT) (Full title of the plan)

Lawrence J. Mosner (	Copy to: Robert A. Rosenbaum, Esq.
Chairman and Chief Executive Officer	Dorsey & Whitney LLP
Deluxe Corporation	Suite 1500
3680 Victoria St. N.	50 South Sixth Street
Shoreview, Minnesota 55126-2966	Minneapolis, Minnesota 55402
(651) 483-7111	(612) 340-5681
(Name, address and telephone number, including	g area code, of agent for service)

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

This Post-Effective Amendment No. 1 to the registrant's Form S-8 Registration Statement filed on December 21, 2000 (File No. 333-52452) amends the "Description of Securities" in its entirety, replaces Exhibit 4.1 to the Form S-8 Registration Statement with new Exhibits 4.1 and 4.2, as listed herein, adds new Exhibits 4.3, 4.6 and 4.7 and renumbers certain other exhibits.

ITEM 4. DESCRIPTION OF SECURITIES.

The securities offered hereby are Deferred Compensation Obligations (as defined below) of Deluxe which are being offered to eligible employees of Deluxe and its subsidiaries under the Deluxe Corporation Deferred Compensation Plan (2001 Restatement), as amended. The Plan permits participants to defer base salary, hiring bonuses and cash incentive compensation in accordance with the terms of the Plan. The amount of compensation to be deferred by each participant will be based on elections by each participant under the terms of the Plan. The amounts of base salary, hiring bonuses and cash incentive compensation deferred by participants under the Plan are referred to as "Deferred Compensation Obligations." The Deferred Compensation Obligations are denominated and paid in U.S. dollars and will be payable on the date or dates selected by each participant in accordance with the terms of the Plan or on such other date or dates as specified in the Plan. The Deferred Compensation Obligations are not convertible into another security of Deluxe.

In connection with the Plan, Deluxe has created a non-qualified grantor trust (the "Trust"), commonly known as a "Rabbi Trust." On a semi-annual basis, Deluxe will determine the amount needed to pay the accrued liabilities under the Plan, and will fund the Trust at a level equal to 100% of those liabilities. Although the assets of the Trust are set aside to be used solely to pay benefits under the Plan, the assets of the Trust are subject to the claims of general creditors of Deluxe. As a result, the Deferred Compensation Obligations will be unsecured obligations of Deluxe to pay deferred compensation in the future in accordance with the terms of the Plan, and will rank equally with other unsecured indebtedness of Deluxe from time to time outstanding.

The amounts of base salary, hiring bonuses and cash incentive compensation deferred by a participant (a "Deferral") will be credited with earnings and investment gains and losses by assuming that the Deferral was invested in one or more investment options. The investment options are selected by Deluxe's Management Committee and the investment among those options is selected by the participant in accordance with the terms of the Plan. The

investment options include various investment funds, with different degrees of risk. Participants may reallocate amounts among the various investment options on a quarterly basis. The Deferrals will not actually be invested in the investment options available under the Plan.

Deluxe will also credit to participants' Deferral accounts certain amounts specified in the Plan related to Deluxe's compensation-based benefit plans.

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Deluxe reserves the right to amend, modify or terminate the Plan at any time.

A participant's rights or the rights of any other person to receive payment of Deferred Compensation Obligations may not be sold, assigned, transferred, pledged, garnished or encumbered, except by a written designation of a beneficiary under the Plan.

ITEM 8. EXHIBITS.

- 4.1 Deluxe Corporation Deferred Compensation Plan (2001 Restatement).
- 4.2 First Amendment of Deluxe Corporation Deferred Compensation Plan (2001 Restatement), dated October 26, 2001.
- 4.3 Deluxe Corporation Deferred Compensation Plan Trust, effective November 19, 2001.
- 4.4 Amendment No. 1 to Amended and Restated Rights Agreement, entered into as of January 21, 2000, between Deluxe and Norwest Bank Minnesota, National Association, as Rights Agent (incorporated by Reference to Exhibit 4.1 to the registrant's Amended Quarterly Report on Form 10-Q/A filed with the Securities and Exchange Commission (the "Commission") on August 18, 2000).
- 4.5 Amended and Restated Rights Agreement, dated as of January 31, 1997, by and between Deluxe and Norwest Bank Minnesota, National Association, as Rights Agent, which includes as Exhibit A thereto the form of Rights Certificate (incorporated by reference to Exhibit 4.1 to the registrant's Amendment No. 1 on Form 8-A/A-1 (File No. 001-07945) filed with the Commission on February 7, 1997).
- 4.6 Credit Agreement dated as of August 24, 2001, among the Company, Bank One, N.A. as administrative agent, The Bank of New York as syndication agent and the other financial institutions party thereto, related to a \$350,000,000 revolving credit agreement (incorporated by reference to Exhibit 4.4 to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2001).
- 4.7 Indenture, relating to up to \$300,000,000 of debt securities (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (33-62041) filed with the Commission on August 23, 1995).
- 5.1\* Opinion of Dorsey & Whitney LLP.
- 23.1\* Consent of Deloitte & Touche LLP.
- 23.2\* Consent of Dorsey & Whitney LLP (contained in Exhibit 5.1 to this registration statement).
- 24.1\* Power of Attorney.

\*Previously filed.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Shoreview, State of Minnesota, on January 2, 2002.

	By:	/s/	ANTHONY C. SCARFONE
		Ger	Anthony C. Scarfone Senior Vice President, weral Counsel and Secretary
	1 to	the Regist	e Securities Act of 1933, this ration Statement has been signed by cated on January 2, 2002.
Signature			Title
/s/ LAWRENCE J. MOSNER			
Lawrence J. Mosner		Chief Ex	an of the Board and ecutive Officer and Director pal executive officer)
/s/ DOUGLAS J. TREFF			vice President and
Douglas J. Treff			Financial Officer al financial and accounting officer
*		Director	
Calvin W. Aurand, Jr.			
*		Director	
Ronald E. Eilers			
*		Director	
Daniel D. Granger			
		4	
*		Director	:
Barbara B. Grogan			
*		Director	
Charles A. Haggerty			
*		Director	
Donald R. Hollis			
*		Director	
Cheryl E. Mayberry			
*		Director	
Stephen P. Nachtsheim			
*		Director	
Robert C. Salipante			
* /s/ Anthony C. Scarfone			
Anthony C. Scarfone, Att			

\*Pursuant to a power of attorney filed with the Securities and Exchange Commission as Exhibit 24.1 to the Registration Statement on Form S-8 filed on December 21, 2000. EXHIBIT DESCRIPTION NUMBER METHOD OF FILING \_\_\_\_\_ -----Deluxe Corporation Deferred Filed herewith. 4.1 Compensation Plan (2001 Restatement). 4.2 First Amendment of Deluxe Filed herewith. Corporation Deferred Compensation Plan (2001 Restatement), dated October 26, 2001. 4.3 Deluxe Corporation Deferred Filed herewith. Compensation Plan Trust, effective November 19, 2001. 4.4 Amendment No. 1 to Amended and Incorporated by Reference to Restated Rights Agreement, entered Exhibit 4.1 to the registrant's into as of January 21, 2000, Amended Quarterly Report on Form between Deluxe and Norwest Bank 10-Q/A filed with the Securities Minnesota, National Association, as and Exchange Commission (the "Commission") on August 18, Rights Agent. 2000. Amended and Restated RightsIncorporated by reference toAgreement, dated as of JanuaryExhibit 4.1 to the registrant's31, 1997, by and between DeluxeAmendment No. 1 on Form 8-A/A-1and Norwest Bank Minnesota,(File No. 001-07945) filed withNational Association, as Rightsthe Commission on February 7,Agent, which includes as Exhibit1997. 4.5 A thereto the form of Rights Certificate. Credit Agreement dated as of August 24, 2001, among the Company, Bank One, N.A. as administrative agent, The Bank of New York as syndication agent New York as syndication agent Incorporated by reference to Exhibit 4.4 to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2001. 4.6 and the other financial institutions party thereto, related to a \$350,000,000 revolving credit agreement. 4.7 Indenture, relating to up to Incorporated by reference to Indenture, relating to up to Incorporated by reference to \$300,000,000 of debt securities. Exhibit 4.1 to the Company's Registration Statement on Form S-3 (33-62041) filed with the Commission on August 23, 1995. Previously filed. 5.1 Opinion of Dorsey & Whitney LLP. 23.1 Consent of Deloitte & Touche LLP. Previously filed. 23.2 Consent of Dorsey & Whitney LLP Previously filed. (contained in Exhibit 5.1 to this registration statement). 24.1 Power of Attorney. Previously filed.

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DELUXE CORPORATION DEFERRED COMPENSATION PLAN (2001 RESTATEMENT)

DELUXE CORPORATION DEFERRED COMPENSATION PLAN (2001 RESTATEMENT)

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## DELUXE CORPORATION DEFERRED COMPENSATION PLAN (2001 RESTATEMENT)

SECTION 1

## RESTATEMENT AND PURPOSE

1.1. RESTATEMENT. Deluxe Corporation, a Minnesota corporation (hereinafter called the "Company"), established, effective as of November 15, 1983, a deferred compensation plan known as the "DELUXE CORPORATION DEFERRED COMPENSATION PLAN" (hereinafter called the "Plan"). The Plan was subsequently restated effective as of January 1, 1996, and amended effective January 1, 1997, and was restated effective October 26, 2000 (except as otherwise indicated). The Plan is now again restated effective October 26, 2000 (the "Effective Date"), except as otherwise indicated in Section 5.

1.2. PURPOSE. The purpose of the Plan is to provide a means whereby amounts payable by the Company to Participants (as hereinafter defined) may be deferred to some future period. It is also the purpose of the Plan to attract and retain as employees persons whose abilities, experience and judgment will contribute to the growth and profitability of the Company.

#### SECTION 2

#### DEFINITIONS

2.1. DEFINITIONS. Whenever used in this Plan, the following terms shall have the meanings set forth below:

- (a.) "Affiliate" means a business entity which is affiliated in ownership with the Company and is recognized as an Affiliate by the Management Committee for the purposes of this Plan.
- (b.) "Base Salary" means the base salary scheduled to be paid to a Participant during a Plan Year without regard to any Incentive Compensation, or any portion deferred under this Plan.
- (c.) "Committee" means the Compensation Committee of the Board of Directors of the Company.
- (d.) "Deferral Account" means the separate bookkeeping account representing the unfunded and unsecured general obligation of Company established with respect to each Participant to which is credited the dollar amounts specified in Section 5 and from which are subtracted payments made pursuant to Sections 6 and 8.
- (e.) "Disability" means, as to a Participant who is an employee of the Company, a determination of disability under Company's Long Term Disability Plan. If the Participant is an employee of an Affiliate, "Disability" means as to such Participant, a determination of disability under the Long Term Disability Plan of such Affiliate, or, if no such Plan exists, then under the Long Term Disability Plan of the Company as if such Participant were a participant in such plan. If the Company discontinues its Long Term Disability Plan, then "Disability" shall mean long term disability as defined in any other Plan of the Company which generally defines long term disability for purposes of such other plan. In no event, however, shall a Participant be considered to have a Disability for purposes of this Plan until such time as such Participant is entitled to

begin (or would be entitled to begin, if such Participant were a participant in the relevant plan) receipt of benefits under such long term disability or other relevant plan.

- (f.) "Eligible Employee" means an employee of the Company or its Affiliates who (i) is an officer or assistant officer, or (ii) has significant management or professional responsibilities, and (iii) who is highly compensated. Subject to the limitations contained in Section 3, the Management Committee from time to time may (i) establish rules governing the eligibility of employees of the Company and its Affiliates to participate in the Plan and, such rules, if adopted, shall be deemed to further define or amend, as the case may be, the definition of "Eligible Employee" herein, and (ii) permit certain employees of the Company and its Affiliates, who would not otherwise be eligible to participate in the Plan, to participate in the Plan.
- (g.) "Event of Maturity" means any of the occurrences described in Section 6.1 by reason of which a Participant or Beneficiary may become entitled to a distribution from the Plan.
- (h.) "Incentive Compensation" means the incentive, bonus, and similar compensation that is paid to a Participant based on performance or other factors during a Plan Year without regard to any portion deferred under this Plan. Incentive Compensation shall not include any awards made under the 2000 Stock Incentive Plan, or any subparts thereof, until such time as the Management Committee determines that all or a portion of such compensation is Incentive Compensation.
- (i.) "Installment Amount" means a Deferral Account (expressed in dollars) that is to be paid during a period (having common initial and final installment dates) designated pursuant to Section 6.2.1 by the Participant in writing at the time of his or her enrollment or otherwise made in accordance with this Plan.

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- (j.) "Management Committee" means the Management Committee formed by the Chief Executive Officer pursuant to Section 12 of the Plan. "Participant" means any Eligible Employee who is affirmatively selected by the Management Committee and who elects to participate in the Plan.
- (k.) "Plan Year" means the twelve-month period coinciding with the Company's fiscal year and ending on each December 31.
- (1.) "Selected Distribution Date" shall mean the date that is designated in accordance with this Plan by the Participant in writing at the time of his or her enrollment as the date for the payment or commencement of payments of his or her Deferral Account. In the absence of an effective election of any other date, a Participant's Selected Distribution Date shall be the date of his or her Termination of Employment.
- (m.) "Termination of Employment" means a complete severance of a Participant's employment relationship with the Company and all Affiliates. A transfer from employment with the Company to employment with an Affiliate of the Company or other transfer between Affiliates or from an Affiliate to the Company shall not constitute a Termination of Employment. If an Affiliate ceases to be an Affiliate because of a sale or other disposition of substantially all its stock or assets, then Participants who are employed by that Affiliate shall be deemed to have had a Termination of Employment for the purposes of this Plan as of the effective date of such sale.

2.2. TRANSITION RULE. Subject to rules and deadlines established by the Management Committee, Participants with Deferral Accounts as of October 26, 2000 who have not commenced receiving payments under Section 5 shall have an opportunity to change the deferral election(s) for their Deferral Accounts and elect a new designation of a time and form of payment pursuant to Section 6.2.4. Such new designation must, however, apply to the entire Deferral Account such that after the new designation, the Participant shall have one Selected Distribution Date and one form of payment under Section 6 for his or her entire Deferral Account. Participants failing to make an effective new designation or not eligible for a new designation pursuant to this transition rule shall receive their distribution by giving effect to the prior effective election(s) under the Plan.

#### SECTION 3

## ELIGIBILITY FOR PARTICIPATION

Each Eligible Employee of the Company and its Affiliates shall be eligible to participate in the Plan and shall become a Participant upon selection by the Management Committee. In the event a

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Participant ceases to be an Eligible Employee, he or she shall become an inactive Participant, retaining all the rights described under the Plan, except the right to elect any further deferrals. Notwithstanding anything apparently to the contrary in this Plan or in any written communication, summary, resolution or document or oral communication, no individual shall be a Participant in this Plan, develop benefits under this Plan or be entitled to receive benefits under this Plan (either for himself or herself or his or her survivors) unless such individual is a member of a select group of management or highly compensated employees (as that expression is used in ERISA). If a court of competent jurisdiction, any representative of the U.S. Department of Labor or any other governmental, regulatory or similar body makes any direct or indirect, formal or informal, determination that an individual is not a member of a select group of management or highly compensated employees (as that expression is used in ERISA), such individual shall not be (and shall not have ever been) a Participant in this Plan at any time. If any person not so defined has been erroneously treated as a Participant in this Plan, upon discovery of such error such person's erroneous participation shall immediately terminate AB INITIO and the Company shall distribute the individual's Deferral Account immediately.

#### SECTION 4

#### ENROLLMENT AND ELECTIONS

4.1. INITIAL ENROLLMENT. Prior to the first Plan Year that an employee selected for participation becomes a Participant, such employee shall complete such forms and make such elections as required by the Company for effective administration of the Plan. Such initial enrollment:

- (a.) Shall specify the form in which distribution of the Deferral Account attributable to that enrollment shall be made under Section 6 (and if such designation is not clearly made to the contrary, shall be deemed to have been an election of a single lump sum distribution).
- (b.) Shall specify the time at which distribution shall be made which shall, subject to Section 6 hereof, be the later of such Participant's Selected Distribution Date or such Participant's Termination of Employment.
- (c.) Shall be made upon forms furnished by the Company, shall be made at such time as the Company shall determine and shall conform to such other procedural and substantive rules as the Company shall prescribe from time to time.
- (d.) Shall be irrevocable once it has been accepted by the Chief Executive Officer of the Company, except to the extent that a new designation is made effective in accordance with Section 6.2.4.
- (e.) Shall contain a deferral election made in accordance with Section 4.2.

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4.2. ELECTION TO DEFER. Prior to the first day of any Plan Year, a Participant may make a deferral election for that Plan Year. A separate election shall be made for each Plan Year. Each such deferral election:

- (a.) Shall be irrevocable for the Plan Year with respect to which it is made once it has been accepted by the Chief Executive Officer of the Company.
- (b.) Shall designate the amount or portion of the Participant's Incentive Compensation which is earned during that Plan Year (without regard to whether it would be paid during that or a subsequent Plan Year) which shall not be paid to the Participant but instead shall be accumulated in this Plan under Section 5 and distributed from this Plan under Section 6. Such designation shall be in a minimum amount of \$1,000. If

expressed as a percentage, such percentage shall not exceed fifty percent (50%) of such Participant's targeted Incentive Compensation. If expressed as a dollar amount, such dollar amount shall not exceed the dollar amount equivalent of fifty percent (50%) of such Participant's targeted Incentive Compensation. If a dollar amount is elected, such election shall be reduced dollar for dollar if the Incentive Compensation declared is less than the election.

- (c.) Shall designate the amount or portion of the Participant's Base Salary which is earned during that Plan Year (without regard to whether it would be paid during that or a subsequent Plan Year) which shall not be paid to the Participant but instead shall be accumulated in this Plan under Section 5 and distributed from this Plan under Section 6. Such designation shall be in a minimum amount of \$1,000, and may be up to 100 percent (100%) of such Participant's Base Salary, less all FICA, federal, state and/or local income tax liabilities, and shall be automatically revoked if the Base Salary of the Participant is reduced during the Plan Year for which such election is made.
- (d.) Shall be made upon forms furnished by the Company, shall be made at such time as the Company shall determine, shall be made before the beginning of the Plan Year with respect to which it is made and shall conform to such other procedural and substantive rules as the Company shall prescribe from time to time.

4.3. SPECIAL RULE FOR NEW HIRES. Notwithstanding anything to the contrary in this Plan, the Management Committee may designate an employee of the Company or its Affiliates as an Eligible Employee in the employee's year of hire if the new hire satisfies the eligibility requirements of Section 3. In such cases, the new hire may, prior to commencement of employment, make a deferral election for the current Plan Year as provided in Sections 4.1 and 4.2, except for the requirement that the election be made prior to the first day of the Plan Year. Such newly hired Participants, however, may defer Base Salary only and may not defer Incentive Compensation. Such new hires may also defer any hiring bonus provided by Company. In addition to Base Salary and hiring bonuses, a new hire may be allowed to defer other compensation as approved by the Management Committee. The newly hired Participant shall make deferral elections according to Sections 4.1 and 4.2 for Plan Years after the year of hire, as long as the employee continues to be an Eligible Employee.

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## SECTION 5

# DEFERRAL ACCOUNTS (EFFECTIVE JANUARY 1, 2000)

5.1. PARTICIPANT DEFERRAL ACCOUNTS. The Company shall establish and maintain a bookkeeping Deferral Account for each Participant. The Company shall, from time to time, provide each Participant with a statement indicating the balance of such Participant's Deferral Account. At its discretion the Company may obtain life insurance on the life of any or all Participants to provide all or a substantial portion of the money needed to pay the amounts deferred under the Plan. Each Participant's Deferral Account shall be credited, as appropriate, with one or more of the following:

- (a.) Base Salary deferrals and Incentive Compensation deferrals made pursuant to Section 4 above;
- (b.) Employee Benefit Plan Equivalents as provided by Section 5.2 below; and
- (c.) Gains or losses on deemed investment options as provided by Section 5.3 below.

5.2. EMPLOYEE BENEFIT PLAN EQUIVALENT. To the extent the Company's contributions under its compensation-based benefit plans (including the Deluxe Corporation Supplemental Benefit Plan) are reduced as a result of the Participant's deferral of compensation under the Plan, the amount of such reduction shall be credited to the Participant's Deferral Account. Any amount credited under this procedure shall be credited as of the last day of the Plan Year during which such compensation was earned without regard to whether it is paid in a subsequent year. Any amount credited to a Deferral Account of a Participant under this Plan shall not be duplicated, directly or indirectly, under any other plan of the Company.

5.3. INVESTMENT OPTIONS. The Management Committee shall permit a Participant to allocate the Participant's Deferral Account among one or more investment options for purposes of measuring the value of the benefit. That portion of the Deferral

Account allocated to an investment option shall be deemed to be invested in such investment option and shall be valued as if so invested, reflecting all earnings, losses and other distributions or charges and changes in value which would have been incurred through such an investment. The determination of which investment options to make available, and the continued availability of selected investment options rests in the Management Committee's sole discretion. A Participant's request to allocate or reallocate among investment options must comply with any procedures established by the Management Committee and must be in such increments as the Management Committee may require. The Participant may not reallocate among investment options more frequently than once a quarter. All requests for allocation or reallocation are subject to acceptance by the Management Committee, at its discretion. If accepted by the Management Committee, an allocation request will be effective as soon as reasonably administratively practicable.

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5.4. CHARGES AGAINST DEFERRAL ACCOUNTS. There shall be charged against each Participant's account any payments made to the Participant or his or her Beneficiary in accordance with Sections 6 or 7 of the Plan.

5.5. CONTRACTUAL OBLIGATION. It is intended that the Company is under a contractual obligation to make payments to a Participant when due. Such payments shall be made out of the general funds of the Company.

5.6. UNSECURED INTEREST. No Participant or Beneficiary shall have any interest whatsoever in any specific asset of the Company. To the extent any person acquires a right to receive payments under the Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

## SECTION 6

## PAYMENT OF DEFERRED AMOUNTS

6.1. EVENT OF MATURITY. A Participant's Deferral Account shall mature and shall become distributable in accordance with Section 6.2 and 6.3 upon the earliest occurrence of any of the following events:

- (a.) The Participant's death;
- (b.) The Participant's Disability; or
- (c.) The occurrence of the Selected Distribution Date (except that if the Selected Distribution Date occurs prior to Termination of Employment, the Event of Maturity shall be Termination of Employment).

6.2. FORM OF DISTRIBUTION. Upon the occurrence of an Event of Maturity specified in Section 6.1 effective as to a Participant, the Company shall commence payment of such Participant's Deferral Account (reduced by the amount of any applicable payroll, withholding and other taxes) in the form designated by the Participant in his or her enrollment subject to the rules of this Section 6. A Participant shall not be required to make application to receive payment. Distribution shall not be made to any Beneficiary, however, until such Beneficiary shall have filed a written application for benefits and such other information as may be requested by the Company and such application shall have been approved by the Company.

6.2.1. FORM OF PAYMENT. Payment shall be made in whichever of the following forms as the Participant shall have designated in writing at the time of his or her initial enrollment or subsequent effective new designation under Section 6.2.4 (to the extent that such election is consistent with the rules of this Plan):

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- (a.) TERM CERTAIN INSTALLMENTS TO PARTICIPANT. Subject to Section 6.2.1 (d), below, if the distributee is a Participant and the Deferral Account as of the applicable Event of Maturity (without giving effect to any gains or losses under Section 5.1 (c) after such date) is at least Fifty Thousand Dollars (\$50,000), in a series of monthly installments payable over a period not less than two (2) years and not more than ten (10) years. The amount of the monthly installments shall be approximately equal and shall include a reasonable gain or loss assumption as determined by the Company in its discretion from time to time.
- (b.) CONTINUED TERM CERTAIN INSTALLMENTS TO BENEFICIARY. If the distributee is a Beneficiary of a deceased Participant and

payment had commenced to the deceased Participant before his or her death over a period as specified in paragraph (a) above, in a series of annual installments payable over the remainder of such period.

- (c.) LUMP SUM. If the distributee is either a Participant or Beneficiary (except as provided in Section 6.2.1(b)), in a single lump sum payment pursuant to Section 6.2.1(d), below.
- LUMP SUM DISTRIBUTION NOTWITHSTANDING DESIGNATION. If a (d.) Participant's total Deferral Account is less than Fifty Thousand Dollars (\$50,000) at the earlier to occur of Termination of Employment or an Event of Maturity, then, even if the Selected Distribution Date occurs after the Termination of Employment and regardless of whether the Participant elected to have his or her Deferral Account paid in installments pursuant to Section 6.2.1(a), such Participant's Deferral Account shall be paid in a single lump sum pursuant to the provisions of Section 6.2.2(a) below. If a Participant elected and is receiving installment distributions pursuant to Section 6.2.1(a) above (or if a Beneficiary is receiving installments pursuant to Section 6.2.1(b)) and if, during the period of installment distributions, the undistributed portion of such total Deferral Account becomes less than Five Thousand Dollars (\$5,000), then the remaining Deferral Account shall be paid in a single lump sum.
- (e.) LUMP SUM DISTRIBUTION UPON DISPOSITION OF AFFILIATE. Notwithstanding the foregoing provisions of this Section 6.2.1 or any enrollment of a Participant to the contrary, if a Termination of Employment is deemed to occur on account of a sale or other disposition of stock or assets of an Affiliate, the Deferral Accounts of Participants employed by such Affiliate who are deemed to have had such a Termination of Employment shall be distributed in a single lump sum.

 $\,$  6.2.2. TIME OF PAYMENT. Payment shall be made or commenced to a Participant in accordance with the following rules:

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- (a.) TERMINATION OF EMPLOYMENT. If the payment is to be made or commenced on account of the Participant's Termination of Employment, payment shall be made within sixty (60) days of such Termination of Employment.
- (b.) DEATH -- INSTALLMENTS TO BENEFICIARY. If installments are recommenced pursuant to Section 6.2.1(b) on account of the Participant's death, the recommencement of such installment payments shall begin within sixty (60) days after the later date of such Participant's death or approval by the Management Committee of such Beneficiary's application for recommencement of installments.
- (c.) DEATH -- LUMP SUM TO BENEFICIARY. If a single lump sum payment is to be made pursuant Section 6.2.1(c) to the Participant's Beneficiary, payment shall be made within the later of sixty (60) days after the Participant's death or the approval by the Management Committee of such Beneficiary's application for payment.
- (d.) DISABILITY. If the payment is made on account of the Participant's Disability, payment shall be made in a single lump sum as if the Participant had a Termination of Employment as provided in paragraph (a) above, within sixty (60) days of the determination of the existence of such Disability.
- (e.) SELECTED DISTRIBUTION DATE. Subject to the provisions of Section 6.2.1(d), if payment is to be made or commenced on a Selected Distribution Date, payment will be made or commenced within sixty (60) days of such Selected Distribution Date. If the Selected Distribution Date is Termination of Employment, either because so designated by the Participant as the Selected Distribution Date or by default under Section 2.1(m), payment will be made or commenced within sixty (60) days of such Termination of Employment.
- (f.) DISPOSITION OF AFFILIATE. If the payment is to be made on account of the Participant's Termination of Employment on account of a disposition of an Affiliate, payment shall be made within sixty (60) days of such disposition.
  - 6.2.3. DEFAULT. If for any reason a Participant shall have failed to

make a timely written designation of the form of distribution or of a Selected Distribution Date for payment (including reasons entirely beyond the control of the Participant), the payment shall be made in a single lump sum within sixty (60) days of the Participant's Termination of Employment. No spouse, former spouse, Beneficiary or other person shall have any right to participate in the Participant's selection of a form of benefit.

6.2.4. NEW DESIGNATION. At any time and from time to time, each Participant may file with the Chief Executive Officer of the Company (or as otherwise directed by the Management Committee) a new designation of a time and form of payment. Each subsequent designation shall supercede all prior designations and shall be effective as to the Participant's entire Deferral Account (including the portions of the Deferral Account attributable to periods before the new designation is

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filed) as if the new designation had been made in writing at the time of the Participant's initial enrollment. Notwithstanding the foregoing, any new designation shall be disregarded as if it had never been filed (and the prior effective designation shall be given effect) unless the designation was filed with the Chief Executive Officer of the Company (or as otherwise directed by the Management Committee) at least thirteen (13) months before the Participant's Termination of Employment.

6.2.5. CODE SECTION 162(m) DELAY. If the Company determines that delaying the time when the initial payments are made or commenced would increase the probability that such payments would be fully deductible by the Company for federal or state income tax purposes, the Company may unilaterally delay the time of the making or commencement of such payments for up to twelve (12) months after the date such payments would otherwise be made.

6.3. SPECIAL RULE FOR eFUNDS PARTICIPANTS. Notwithstanding anything to the contrary in this Plan, the following provisions shall apply to all Participants who as of the spin off of eFunds Corporation ("eFunds") from the Company are employed by eFunds or a subsidiary or affiliated corporation of eFunds ("eFunds Participant"):

- (a.) The spin off of eFunds shall not constitute a Termination of Employment for purposes of this Plan and payment shall not be made or commenced to eFunds Participants based on the occurrence of the spin off.
- (b.) Unless eligible for distribution before the spin off, eFunds Participants shall not be eligible for payments of Deferral Accounts from the Plan until they have an Event of Maturity occurring after the spin off. Termination of Employment by eFunds (including all of its affiliates, defined as any business entity which is affiliated in ownership with eFunds and is recognized as an affiliate of eFunds by the Management Committee for purposes of this Plan) shall constitute a Termination of Employment for purposes of this Plan with respect to eFunds Participants.
- (c.) The deferral elections of eFunds Participants shall immediately and automatically terminate upon occurrence of the spin off and there shall be no further deferrals of compensation for such eFunds Participants into this Plan. There shall also be no further Employee Benefit Plan Equivalents credited to the eFunds Participants' Deferral Accounts after the spin off, except any credits reflecting deferrals occurring before the spin off. Deferrals related to Incentive Compensation earned before the spin off (even if paid after the spin off) will be credited to the eFunds Participants' accounts in accordance with the terms of their deferral elections for the 2000 Plan Year.
- (d.) All other provisions of the Plan shall remain in effect as to the eFunds Participants who shall become inactive Participants, including but not limited to the ability to allocate Deferral Accounts among Investment Options as provided at Section 5.3 and the crediting or debiting of such Deferral Accounts to reflect such Investment Options as provided at Section 5.1(c).

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SECTION 7

FINANCIAL EMERGENCY

The Management Committee may alter the manner or timing of payment of a Deferral Account under Section 6 in the event that the Participant establishes, to the satisfaction of the Management Committee, severe financial hardship. In such event, the Management Committee may:

- (a.) Provide that all or a portion of the Deferral Account shall be paid immediately in a lump sum payment,
- (b.) Provide that all or a portion of the installments payable over a period of time shall be paid immediately in a lump sum, or
- (c.) Provide for such other installment payment schedules as it deems appropriate under the circumstances,

as long as the accelerated distribution shall not be in excess of that amount which is necessary for the Participant to meet the financial hardship.

Severe financial hardship shall be deemed to have occurred in the event of the Participant's impending bankruptcy, a Participant's or dependent's long and serious illness, or other events of similar magnitude. The Management Committee's determination as to the occurrence of a severe financial hardship of the Participant and the manner in which, if at all, the payment of deferred amounts shall be altered or modified, shall be final.

## SECTION 8

#### BENEFICIARY

A Participant may designate a Beneficiary or Beneficiaries who, upon his or her death, shall receive the distributions that otherwise would have been paid to the Participant. All designations shall be in writing and shall be effective only if and when delivered to the Chief Executive Officer of the Company during the lifetime of the Participant. If a Participant designates a Beneficiary without providing in the designation that the Beneficiary must be living at the time of such distribution, the designation shall vest in the Beneficiary all of the distributions, whether payable before or after the Beneficiary's death, and any distributions remaining upon the Beneficiary's death shall be paid to the Beneficiary's estate.

A Participant may, from time to time, change the Beneficiary or Beneficiaries by a written instrument delivered to the Chief Executive Officer of the Company. In the event a Participant shall not designate a Beneficiary or Beneficiaries pursuant to this Section, or if for any reason such

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designation shall be ineffective, in whole or in part, the distributions that otherwise would have been paid to such Participant shall be paid to the first class of the following classes of automatic Beneficiaries with a member surviving the Participant and (except in the case of the Participant's surviving issue) in equal shares if there is more than one member in such class surviving the Participant:

> Participant's surviving spouse Participant's surviving issue per stirpes and not per capita Participant's surviving parents Participant's surviving brothers and sisters Representative of Participant's estate.

#### SECTION 9

## NONTRANSFERABILITY

In no event shall the Company make any payment under the Plan to any assignee or creditor of a Participant or a Beneficiary. Prior to the time of payment hereunder, a Participant or Beneficiary shall have no rights by way of anticipation or otherwise to assign or otherwise dispose of any interest under the Plan nor shall such rights be assigned or transferred by operation of law.

#### SECTION 10

#### DETERMINATIONS -- RULES AND REGULATIONS

10.1. DETERMINATIONS. The Management Committee shall make such determinations as may be required from time to time in the administration of the Plan. The Management Committee shall have the discretionary authority and responsibility to interpret and construe the Plan and to determine all factual and legal questions under the Plan, including but not limited to the entitlement of Participants and Beneficiaries, and the amounts of their respective interests. Each interested party may act and rely upon all information reported to them hereunder and need not inquire into the accuracy thereof, nor be charged with any notice to the contrary.

10.2. RULES AND REGULATIONS. Any rule not in conflict or at variance with the provisions hereof may be adopted by the Management Committee.

10.3. METHOD OF EXECUTING INSTRUMENTS. Information to be supplied or written notices to be made or consents to be given by the Management Committee pursuant to any provision of this Plan may be signed in the name of the Management Committee by any person who has been authorized to make such certification or to give such notices or consents.

10.4. CLAIMS PROCEDURE. The claims procedure set forth in this Section 12.4 shall be the exclusive procedure for the disposition of claims for benefits arising under the Plan.

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10.4.1. ORIGINAL CLAIM. Any Participant, former Participant or Beneficiary of such Participant or former Participant may, if he or she so desires, file with the Management Committee a written claim for benefits under the Plan. Within ninety (90) days after the filing of such a claim, the Management Committee shall notify the claimant in writing whether the claim is upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred eighty (180) days from the date the claim was fled) to reach a decision on the claim. If the claim is denied in whole or in part, the Company shall state in writing:

- (a.) The specific reasons for the denial;
- (b.) The specific references to the pertinent provisions of this Plan on which the denial is based;
- (c.) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (d.) An explanation of the claims review procedure set forth in this section.

10.4.2. CLAIMS REVIEW PROCEDURE. Within sixty (60) days after receipt of notice that the claim has been denied in whole or in part, the claimant may file with the Management Committee a written request for a review and may, in conjunction therewith, submit written issues and comments. Within sixty (60) days after the filing of such a request for review, the Management Committee shall notify the claimant in writing whether, upon review, the claim was upheld or denied in whole or in part or shall furnish the claimant a written notice describing specific special circumstances requiring a specified amount of additional time (but not more than one hundred twenty (120) days from the date the request for review was filed) to reach a decision on the request for review.

10.4.3. GENERAL RULES.

- (a.) No inquiry or question shall be deemed to be a claim or a request for a review of a denied claim unless made in accordance with the claims procedure. The Management Committee may require that any claim for benefits and any request for a review of a denied claim be filed on forms to be furnished by the Management Committee upon request.
- (b.) All decisions on claims and on requests for a review of denied claims shall be made by the Management Committee.
- (c.) The Management Committee may, in its discretion, hold one or more hearings on a claim or a request for a review of a denied claim.
- (d.) A claimant may be represented by a lawyer or other representative (at the claimant's own expense), but the Management Committee reserves the right to require the claimant to furnish written authorization. A claimant's representative shall be entitled to copies of all notices given to the claimant.

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(e.) The decision of the Management Committee on a claim and on a request for a review of a denied claim shall be served on the claimant in writing. If a decision or notice is not received by a claimant within the time specified, the claim or request for a review of a denied claim shall be deemed to have been denied.

(f.) Prior to filing a claim or a request for a review of a denied claim, the claimant or his or her representative shall have a reasonable opportunity to review a copy of this Plan and all other pertinent documents in the possession of the Management Committee.

10.5. INFORMATION FURNISHED BY PARTICIPANTS. The Company and its Affiliates shall not be liable or responsible for any error in the computation of the Deferral Account of a Participant resulting from any misstatement of fact made by the Participant, directly or indirectly, to the Company, and used by it in determining the Participant's Deferral Account. The Company shall not be obligated or required to increase the Deferral Account of such Participant which, on discovery of the misstatement, is found to be understated as a result of such misstatement of the Participant. However, the Deferral Account of any Participant which are overstated by reason of any such misstatement shall be reduced to the amount appropriate in view of the truth.

#### SECTION 11

#### ADMINISTRATION

11.1. COMPANY. Functions generally assigned in this Plan to the Company are delegated to the Committee, Chief Executive Officer and the Management Committee as follows:

11.1.1. CHIEF EXECUTIVE OFFICER. Except as otherwise provided by the Plan and as set forth in Section 11.1.2, below, the Chief Executive Officer of the Company shall delegate to a Management Committee all matters regarding the administration of the Plan.

11.1.2. COMMITTEE. Notwithstanding the foregoing general delegations to the Chief Executive Officer and the Management Committee, the Committee shall have the exclusive authority, which may not be delegated, to act for the Company:

- (a.) to amend or to terminate this Plan; and
- (b.) to consent to the adoption of the Plan by other business entities; to establish conditions and limitations upon such adoption of the Plan by other business entities.

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11.1.3. MANAGEMENT COMMITTEE.

- (a.) APPOINTMENT AND REMOVAL. The Management Committee, subject to the direction of the Committee and the Chief Executive Officer, shall have all of the functions and authorities generally assigned in this Plan to the Company. The Management Committee shall consist of one or members as may be determined and appointed from time to time by the Chief Executive Officer of the Company and they shall serve at the pleasure of such Chief Executive Officer and the Committee.
- (b.) AUTOMATIC REMOVAL. If any individual who is a member of the Management Committee is a director, officer or employee when appointed as a member of the Management Committee, then such individual shall be automatically removed as a member of the Management Committee at the earliest time such individual ceases to be a director, officer or employee. This removal shall occur automatically and without any requirement for action by the Chief Executive Officer of the Company or any notice to the individual so removed.
- (c.) AUTHORITY. The Management Committee may elect such officers as the Management Committee may decide upon. In addition to the other authorities delegated elsewhere in this Plan to the Management Committee, the Management Committee shall:
  - (i.) establish rules for the functioning of the Management Committee, including the times and places for holding meetings, the notices to be given in respect of such meetings and the number of members who shall constitute a quorum for the transaction of business,
  - (ii.) organize and delegate to such of its members as it shall select authority to execute or authenticate rules, advisory opinions or instructions, and other

instruments adopted or authorized by the Management Committee; adopt such bylaws or regulations as it deems desirable for the conduct of its affairs; appoint a secretary, who need not be a member of the Management Committee, to keep its records and otherwise assist the Management Committee in the performance of its duties; keep a record of all its proceedings and acts and keep all books of account, records and other data as may be necessary for the proper administration of the Plan,

- (iii.) determine from the records of the Company and its Affiliates the compensation, service records, status and other facts regarding Participants and other employees,
- (iv.) cause to be compiled at least annually, from the records of the Management Committee and the reports and accountings of the Company and its Affiliates, a report or accounting of the status of the Plan and the Deferral Accounts of the Participants, and make it available to each Participant who shall have the right to examine that part of such report or accounting (or a true and correct copy of such part) which sets forth the Participant's benefits,

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- (v.) prescribe forms to be used for applications for participation, benefits, notifications, etc., as may be required in the administration of the Plan,
- (vii.) resolve all questions of administration of the Plan not specifically referred to in this Section,
- (viii.) delegate or redelegate to one or more persons, jointly or severally, and whether or not such persons are members of the Management Committee or employees of the Company, such functions assigned to the Management Committee hereunder as it may from time to time deem advisable, and
- (ix.) perform all other acts reasonably necessary for administering the Plan and carrying out the provisions of this Plan and performing the duties imposed by the Plan on it.
- (d.) MAJORITY DECISIONS. If there shall at any time be three (3) or more members of the Management Committee serving hereunder who are qualified to perform a particular act, the same may be performed, on behalf of all, by a majority of those qualified, with or without the concurrence of the minority. No person who failed to join or concur in such act shall be held liable for the consequences thereof, except to the extent that liability is imposed under ERISA.

11.2. CONFLICT OF INTEREST. If any officer or employee of the Company or an Affiliate, any member of the Committee, or any member of the Management Committee to whom authority has been delegated or redelegated hereunder shall also be a Participant or Beneficiary in the Plan, the individual shall have no authority as such officer, employee, Committee or Management Committee member with respect to any matter specially affecting his or her individual interest hereunder (as distinguished from the interests of all Participants and Beneficiaries or a broad class of Participants and Beneficiaries), all such authority being reserved exclusively to the other officers, employees, Committee or Management Committee members as the case may be, to the exclusion of such Participant or Beneficiary, and such Participant or Beneficiary shall act only in his or her individual capacity in connection with any such matter.

11.3. DUAL CAPACITY. Individuals, firms, corporations or partnerships identified herein or delegated or allocated authority or responsibility hereunder may serve in more than one fiduciary capacity.

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11.5. NAMED FIDUCIARIES. The Chief Executive Officer, the Committee and the Management Committee shall be named fiduciaries for the purpose of section 402(a) of ERISA.

11.6. SERVICE OF PROCESS. In the absence of any designation to the contrary by the Company, the Secretary of the Company is designated as the appropriate and exclusive agent for the receipt of service of process directed to the Plan in any legal proceeding, including arbitration, involving the Plan.

11.7. ADMINISTRATIVE EXPENSES. The reasonable expenses of administering the Plan shall be payable by the Company.

#### SECTION 12

## AMENDMENT AND TERMINATION

The Company expects the Plan to be permanent but since future conditions affecting the Company cannot be anticipated or foreseen, the Company reserves the right to amend, modify or terminate the Plan at any time by action of the Committee.

#### SECTION 13

## LIFE INSURANCE CONTRACT

If the Company elects to purchase one or more life insurance contracts to provide it with funds to make payments under the Plan, the Company shall at all times be the sole and complete owner and Beneficiary of such contract(s), and shall have the unrestricted right to use all amounts and exercise all options and privileges under such contract(s) without the knowledge or consent of any Participant or Beneficiary or any other person; neither Participant, Beneficiary nor any other person shall have any right, title or interest whatsoever in or to any such contract(s).

### SECTION 14

## MERGER, CONSOLIDATION OR ACQUISITION

In the event of a merger, consolidation or acquisition in which the Company is not the surviving corporation, unless the successor or acquiring corporation shall elect to continue and carry on this Plan, all Deferral Accounts shall become immediately payable in full, notwithstanding any other provision of this Plan to the contrary.

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#### SECTION 15

#### NO VESTED RIGHTS

The Plan and the elections exercisable hereunder shall not be deemed or construed to be a written contract of employment between any Participant and the Company or any of its Affiliates, nor shall any provision of the Plan restrict the right of the Company or any of its Affiliates to discharge any Participant, nor shall any provision of the Plan in any way whatsoever grant to any Participant the right to receive any scheduled compensation, bonus, or other payment of any nature whatsoever.

#### SECTION 16

#### APPLICABLE LAW

This Plan shall be construed and this Plan shall be administered to create an unfunded plan providing deferred compensation to a select group of management or highly compensated employees so that it is exempt from the requirements of Parts 2, 3 and 4 of Title I of ERISA and qualifies for a form of simplified, alternative compliance with the reporting and disclosure requirements of Part 1 of Title I of ERISA. Any reference in this Plan to a statute or regulation shall be considered also to mean and refer to any subsequent amendment or replacement of that statute or regulation. This Plan has been executed and delivered in the State of Minnesota and has been drawn in conformity to the laws of that State and shall be construed and enforced in accordance with the laws of the State of Minnesota.

## FIRST AMENDMENT OF DELUXE CORPORATION DEFERRED COMPENSATION PLAN (2001 RESTATEMENT)

The "Deluxe Corporation Deferred Compensation Plan" adopted by Deluxe Corporation, a Minnesota corporation, effective November 15, 1983, and which is presently maintained under a document entitled "DELUXE CORPORATION DEFERRED COMPENSATION PLAN (2001 Restatement") (hereinafter referred to the "Plan Statement"), is hereby amended in the following respects:

1. CHANGE IN CONTROL. EFFECTIVE FOR ANY CHANGE IN CONTROL OCCURRING ON OR AFTER JANUARY 1, 2002, SECTION 14 OF THE PLAN STATEMENT SHALL BE AMENDED TO READ IN FULL AS FOLLOWS:

#### SECTION 14

## MERGER, CONSOLIDATION OR ACQUISITION

Notwithstanding any other provision of this Plan, a Participant or Beneficiary will receive a distribution of his or her entire Deferral Account if a Change in Control occurs. Distribution of the entire Deferral Account shall be made on the date of the Change in Control. Such distribution shall be made in a single lump sum payment. A "Change in Control" shall be deemed to have occurred if an event set forth in any one of the following paragraphs shall have occurred:

- (a) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities, excluding, at the time of their original acquisition, from the calculation of securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates or in connection with a transaction described in clause (i) of paragraph (c) below; or
- (b) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on January 1, 2002, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on January 1, 2002, or whose appointment, election or nomination for election was previously so approved or recommended; or
- (c) there is consummated a merger or consolidation of the Company or any Affiliate with any other entity, other than (i) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Affiliate, at least 65% of the combined voting power of the voting securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities; or
- (d) the shareholders of the Company approve a plan of complete liquidation of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 65% of the combined voting power of the voting securities of which are

owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions. Solely for purposes of this Section 14, the following words and phrases shall have the following meanings:

14.1. AFFILIATE -- means a company controlled directly or indirectly by the Company, where "control" shall mean the right, either directly or indirectly, to elect a majority of the directors thereof without the consent or acquiescence of any third party.

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14.2. BENEFICIAL OWNER -- a "beneficial owner" within the meaning of Rule 13d-3 under the Exchange Act.

14.3. EXCHANGE ACT -- the Securities Exchange Act of 1934, as amended from time to time.

14.4. PERSON -- a "person" within the meaning of Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

2. FUNDING OF THE PLAN. EFFECTIVE OCTOBER 26, 2001, SECTION 5.6 OF THE PLAN STATEMENT SHALL BE AMENDED TO READ IN FULL AS FOLLOWS:

5.6. UNSECURED INTEREST. The obligation of the Company to make payments under this Plan constitutes only the unsecured (but legally enforceable) promise of the Company to make such payments. The Participant shall have no lien, prior claim or other security interest in any property of the Company. The Company is not required to establish or maintain any fund, trust or account (other than a bookkeeping account or reserve) for the purpose of funding or paying the benefits promised under this Plan. If any such fund, trust (including any rabbi trust) or account is established, no Participant shall have any lien, prior claim, security interest or beneficial interest in any property therein. The Company will pay the cost of this Plan out of its general assets. All references to accounts, accruals, gains, losses, income, expenses, payments, custodial funds and the like are included merely for the purpose of measuring the Employers' obligation to Participants in this Plan and shall not be construed to impose on the Employers the obligation to create any separate fund for purposes of this Plan.

3. SAVINGS CLAUSE. SAVE AND EXCEPT AS HEREINABOVE EXPRESSLY AMENDED, THE PLAN STATEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

October 26, 2001

DELUXE CORPORATION

By /s/ Anthony C. Scarfone

Its Senior Vice-President

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#### DELUXE CORPORATION

## DEFERRED COMPENSATION PLAN TRUST

EFFECTIVE: NOVEMBER 19, 2001

## DELUXE CORPORATION DEFERRED COMPENSATION PLAN TRUST

THIS TRUST AGREEMENT ("AGREEMENT") is made and entered into the 19th day of November, 2001 by Deluxe Corporation, a Minnesota corporation, (the "Company"), and Wachovia Bank, N.A. (Trustee Name), and its successor or successors and assigns in the trust hereby evidenced, as trustee (the "Trustee").

## WITNESSETH:

WHEREAS, the Company has adopted the Deluxe Corporation Deferred Compensation Plan (the "Plan") for the benefit of a select group of management and/or highly compensated employees of the Company; and

 $$\tt WHEREAS$, the Company has incurred or expects to incur liabilities under the terms of such Plan with respect to the individuals participating in such Plan; and$ 

WHEREAS, the Company wishes to establish a trust (hereinafter called the "Trust") and to contribute to the Trust assets that shall be held therein, subject to the claims of the Company's creditors in the event of the Company's Insolvency, as herein defined, until paid to Participants of the Plan and their beneficiaries in such manner and at such times as specified in the Plan; and

WHEREAS, it is the intention of the parties that this Trust constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management and/or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974; and

WHEREAS, it is the intention of the Company to make contributions to the Trust to provide a source of funds to assist in the meeting of the liabilities under the Plan;

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

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#### ARTICLE I INTRODUCTION

- 1.1 The Trust, the Plan, Participants. This Agreement and the Trust hereby evidenced shall be known as the "Deluxe Corporation Deferred Compensation Plan Trust." The Trust is established for the benefit of a select group of management and/or highly compensated employees of the Company who are or become covered under the Plan and their beneficiaries, as determined in accordance with the provisions of the Plan, which employees and beneficiaries are referred to as "Participants." However, the Participants shall not have any right or security interest in any specific asset of the Trust or beneficial ownership in or preferred claim on the assets of the Trust, it being understood that the assets of the Trust shall be available for the claims of the Company's creditors to the extent provided in Article V and all rights created under the Plan or the Trust shall be unsecured contractual rights against the Company.
- 1.2 Status of Trust. The Trust is intended to constitute a grantor trust under Sections 671-678 of the Internal Revenue Code, as amended, and shall be construed accordingly.
  - a) The Company hereby deposits with Trustee in trust \$100, which shall become the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Agreement. From time to time, the Company in its discretion may, or as otherwise required under this Agreement will, deliver to the Trustee additional funds or other

property to be held, invested and distributed by the Trustee in accordance with the provisions of this Agreement.

- b) The Trust hereby established shall be irrevocable.
- c) The Trust is intended to be a grantor trust, of which the Company is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.
- d) The principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes of the Participants and general creditors as herein set forth.

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Participants shall not have a preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Agreement shall be mere unsecured contractual rights of the Participants against the Company. Any assets held by the Trust will be subject to the claims of the Company's general creditors under federal and state law in the event of Insolvency, as defined in paragraph 5.1 herein.

- 1.3 Acceptance. The Trustee accepts the duties and obligations of the Trustee hereunder, agrees to accept delivery of property delivered to it by the Company pursuant to paragraph 1.2, and agrees to hold such property (and any proceeds from the investment of such property) in trust in accordance with this Agreement.
- 1.4 The Committee. The committee that is responsible for the administration of the Plan is the Management Committee appointed to administer the Plan pursuant to Section 11 of the Plan (hereinafter "Committee"), which Committee shall have certain powers, rights and duties under this Agreement, as described below. The Trustee may request from time to time that an officer of the Company certify to the Trustee the person or persons who are acting as the members of the Committee or who have been delegated the authority to act on behalf of the Committee. The Trustee may rely on the latest certificate received without further inquiry or verification.

## ARTICLE II MANAGEMENT OF THE TRUST FUND

- 2.1 The Trust Fund. Unless the context clearly implies or indicates otherwise, the term "Trust Fund" as of any date means all property of every kind then held under this Agreement by the Trustee or any custodian, and the term "Fund Value" means the cash surrender value of all Policies (as defined below) in the Trust Fund, plus the fair market value of all other property in the Trust Fund, as determined by the Trustee.
- 2.2 Funding Level. On December 31, 2001, and every June 30 and December 31 thereafter (such dates being referred to as "Calculation Dates"), the Company shall determine the Company's accrued liability under the Plan, as reflected on the Company's balance sheet (the "Accrued Liability"). Within forty-five (45) days after each such Calculation Date, the Company shall contribute to the Trust Fund assets equal in value to the amount, if any, by which the Accrued Liability on such Calculation Date exceeds the Fund Value on such date. In order to facilitate the reconciliation contemplated by this paragraph, the Trustee shall furnish to the Committee, as soon as practicable after each Calculation Date.

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2.3 Change in Control. Notwithstanding the provisions of paragraph 2.2 above, should the Trustee determine in its reasonable judgment that a Change in Control is reasonably likely to occur within the next sixty days, the Trustee shall determine the Accrued Liability under the Plan as of a date(s) fixed by the Trustee (the "Special Calculation Date") and, immediately upon receipt of notice of such determination, the Company shall contribute to the Trust Fund assets equal in value to the amount, if any, by which the Accrued Liability on such Special Calculation Date exceeds the Fund Value on such date, together with an expense reserve for the Trustee's anticipated expenses and fees in the amount of \$100,000. Following a Change in Control, any determination(s) of Accrued Liability deemed necessary by the Trustee and/or Company shall be made by the Trustee and shall be binding on the Company. For

purposes of this Agreement, the term "Change in Control" shall have the meaning ascribed to it in the Plan.

- 2.4 Trustee's General Powers, Rights and Duties. With respect to the Trust Fund and subject only to the limitations expressly provided in this Agreement (including the powers reserved to the Committee to direct the Trustee with respect to investments or insurance assets prior to a Change in Control or imposed on the Committee or Company by applicable law), the Trustee shall have the following powers, rights and duties in addition to those vested in it elsewhere in this Agreement or by law:
  - a) To invest and reinvest part or all of the Trust Fund in (i) life insurance policies, (ii) securities that are readily tradable on an established securities market (including investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, and treasury bills) and (iii) interest bearing deposits held by any bank or similar financial institution, provided however that in no event shall any portion of the Trust Fund be invested in securities (including stock or the right to acquire stock) of or obligations issued by the Company, other than a de minimis amount held in common investment vehicles in which the Trustee invests.

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- b) To apply for, pay premiums on and maintain in force on the lives of some or all of the Participants, individual, group term, universal or other life insurance policies ("Policies" or "Policy") to finance benefits under the Plan . For purposes of this Trust, the Trustee may purchase a Policy from the Company or from the Participant only if the Trustee is directed by the Committee and pays, transfers or otherwise exchanges for the Policy no more than the cash surrender value of the Policy and the Policy is not subject to a mortgage or similar lien which the Trustee would be required to assume; and to have with respect to Policies any rights, powers, options, privileges and benefits usually comprised in the term "incidents of ownership" and normally vested in an insured or owner of such Policies.
- c) To retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select.
- d) To manage, sell, insure and otherwise deal with all real and personal property held by the Trustee on such terms and conditions as the Trustee shall decide.
- To vote stock and other voting securities personally or by e) proxy, to exercise subscription, conversion and other rights and options, to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other program or change affecting any property constituting a part of the Trust Fund, to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery and, with the approval of the Committee, to borrow from anyone, including any bank acting as Trustee, to the extent permitted by law, such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security).
- f) To make payments from the Trust Fund to provide benefits that have become payable under the Plan pursuant to paragraph 4.5 or that are required to be made to the creditors of the Company pursuant to paragraph 5.2.
- g) To maintain in the Trustee's discretion any litigation the Trustee considers necessary in connection with the Trust Fund, subject to paragraph 4.3.

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h) The Company shall be responsible for withholding and paying all Social Security, Medicare and other employment taxes that are required to be withheld from each payment. Prior to the distribution of any payment due to or on account of any

Participant, the Trustee shall request in writing (unless otherwise received) from the Committee, the amount of any income tax or other taxes to be withheld and paid with respect to such payment and the Trustee shall pay such amounts to the applicable federal, state or other taxing authorities. The payments due to or on account of a Participant shall be net of such taxes. In the event the Trustee has not received a written statement of such taxes from the Committee as to the amounts to be withheld within sixty (60) days after the Trustee has requested such information, the Trustee in its sole discretion may elect to withhold from any benefit payment then due such amount of taxes based on the highest federal, state and, if applicable, local tax rates then applicable to the benefit recipient. The Company agrees to indemnify and hold harmless the Trustee with respect to any claim for withholding taxes made against the Trustee by any taxing authority or any Participant so long as the Trustee acts in good faith in following the procedures set forth in this Section.

- i) To maintain accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such other records as the Committee specifies and the Trustee agrees to, which records may be audited from time to time by the Committee or anyone named by the Committee.
- j) To furnish periodic accounts to the Committee for such periods as the Committee may specify, showing all investments, receipts, disbursements and other transactions involving the Trust during the applicable period. Within sixty (60) days following the close of each calendar year and within sixty (60) days after the removal or resignation of the Trustee, the Trustee shall deliver to the Company, a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be. The Committee or the Company may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date upon which the accounting was delivered to the Committee or the Company.

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Upon the receipt of a written approval of the accounting, or upon the passage of the period of time within which objection may be filed without written objections having been delivered to the Trustee, such accounting shall be deemed to be approved, and the Trustee shall be released and discharged as to all items, matters and things set forth in such accounting, as fully as if such accounting had been settled and allowed by decree of a court of competent jurisdiction in an action or proceeding in which the Trustee, the Company and all persons having or claiming to have any interest in the Trust Fund or under the Plan were parties.

- k) To furnish the Company with such information in the Trustee's possession as the Company may need for tax or other purposes.
- 1) To employ agents, attorneys, accountants, and other persons (who also may be employed by the Company or the Committee), to delegate discretionary powers to such persons, to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund.
- m) To perform all other acts which in the Trustee's judgment are appropriate for the proper management, investment and distribution of the Trust Fund.
- n) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a

prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company or the Committee, as appropriate, which is contemplated by, and in conformity with, the terms of the Plan or this Trust and is given in writing by the Company or the Committee, as appropriate and shall be indemnified by the Company for such action or omission. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

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- o) Notwithstanding any powers granted to the Trustee pursuant to this Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.
- 2.5 Company's Right to Substitute Assets. Subject to subparagraph 2.2(a) above, the Company shall have the right at any time prior to a Change in Control, in its sole discretion, to substitute assets of equal fair market value for any asset held by the Trust. This right is exercisable by the Company in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity. The Trustee shall have the right, in its sole and absolute discretion, to approve the substitution of any assets by the Company following a Change in Control.

## ARTICLE III MANNER OF ACTION OF THE COMMITTEE

The Committee may act by meeting, or by writing signed without meeting, and may sign any document by signing one document or concurrent documents. An action of a majority of Committee members at a meeting, or by written consent in lieu of a meeting, shall be effective as if taken on or made by all Committee members. An employee of the Company or a Committee member who is also a Participant shall not be involved in the decisions of the Company or the Committee regarding benefits with respect to himself or herself.

## ARTICLE IV GENERAL PROVISIONS

4.1 Restrictions on Reversion. The Company shall not have any right, title or interest in the assets of the Trust Fund, nor will any part of the assets of the Trust Fund revert or be repaid to the Company until all benefits due under the Plan and fees and expenses of the Trust have been paid pursuant to the terms of the Plan and in accordance with the provisions of paragraphs 4.5 and 7.2, except as follows:

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- The assets of the Trust Fund shall be available for the claims of the Company's creditors under the circumstances specified in Article V;
- b) If the Company ceases to maintain the Plan, any balance remaining in the Trust Fund after all benefits have been paid pursuant to the terms of the Plan and in accordance with the provisions of paragraph 4.5 shall revert to the Company;
- c) Except after a Change in Control, upon the written request of the Committee at any time, the Trustee shall repay to the Company any excess assets (as defined below) in the Trust Fund, provided that the Committee furnishes to the Trustee a statement acceptable to the Trustee as to the Company's Accrued Liability under the Plan. For these purposes, "excess assets" means any amount by which the Fund Value exceeds one hundred ten percent (110%) of the Company's Accrued Liability under the Plan.

In the event of a Change in Control , no assets of the Trust Fund shall revert or be repaid to the Company, under any circumstances, until all benefits due under the Plan and fees and expenses of the Trust have been paid pursuant to the terms of the Plan and in accordance with the provisions of paragraph

- 4.2 Non-alienation of Trust Assets. To the extent permitted by law, the rights or interests of any Participant to any benefits or future payments hereunder shall not be subject to attachment, garnishment, levy, execution or other legal or equitable process by any creditor of any such Participant, nor shall any such Participant have any right to alienate, anticipate, commute, pledge, encumber or assign (either at law or in equity) any of the benefits or rights which he/she may expect to receive (contingently or otherwise) under the Plan, except as may be required by the tax withholding provisions of the Internal Revenue Code or of a state's income tax act.
- Litigation. Any final judgment that is not appealed or appealable and 4.3 which may be entered in any suit or legal proceeding regarding this Trust shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the Trust. In the defense of any suit or legal proceeding arising in connection with this Trust, the Company shall have the right to control such defense, including, without limitation, the right to negotiate, compromise or settle such suit or legal proceeding, in the Company's sole discretion. The Trustee shall have the right to participate in, but not control, the defense of any such suit or legal proceeding. In the event the Company chooses not to control the defense of a suit or legal proceeding arising in connection with this Trust or in the event the Trustee reasonably participates, the Trustee shall undertake such defense in its discretion and the Company shall indemnify the Trustee against the Trustee's reasonable costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) relating thereto. If the Company does not pay such reasonable costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

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- 4.4 Trustee's Actions Conclusive. Except as otherwise provided by law, the Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting in accordance with this Agreement will fully protect all persons dealing with the Trustee. If there is a disagreement between the Trustee and anyone as to any act or transaction reported in any accounting, the Trustee shall have the right to a settlement of its account by any proper court.
- 4.5 Benefit Payments. The Committee shall direct the Trustee in writing to make distributions of benefits from the Trust Fund that have become payable, but that have not been paid by the Company under the Plan to Participants, including the amount and manner of payment of any such benefit. If a payment required under the terms of the Plan has not been made to a Participant (whether due to the failure of the Committee to notify the Trustee as required by this paragraph or otherwise), then the Participant may notify the Trustee in writing of the amount (or a reasonable estimate of the amount) owed to him or her pursuant to the Plan, and the date or dates such amount was due and payable. The Trustee shall notify the Committee and the Company within fifteen (15) calendar days of the receipt of such payment request.

If the Committee or the Company does not provide the Trustee with a statement of the amount due and payable within sixty (60) days of the date the Trustee notified the Committee and the Company of the payment request, the Trustee shall make the payment or payments requested by the Participant from the Trust Fund and may conclusively rely on such payment or payments being the appropriate amount. The Trustee shall also notify the Committee and the Company of any such payments. Payment shall be made to a Participant from the Trust Fund in accordance with the terms of the Plan until the earlier of: (i) all benefit commitments due the Participant under the Plan as requested by the Participant in his or her notification to the Trustee have been satisfied; or (ii) the Committee or the Company provide a statement of the amount due and payable. If a statement of the amount due and payable is so provided, an appropriate adjustment, if any, in the amount paid and to be paid to the Participant shall be made. If a Participant or beneficiary disputes the adjustment in the amount or form of the payments, such Participant or beneficiary may make application to the Trustee for an independent decision as to the amount or form of their benefits due under the Plan.

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In making any determination required or permitted to be made by the Trustee under this section, the Trustee shall, in each such case, reach

its own independent determination, in its absolute and sole discretion, as to the Participant's or Beneficiary's entitlement to a payment hereunder. In making its determination, the Trustee may consult with and make such inquiries of such persons, including the Participant or Beneficiary, the Company, legal counsel, actuaries or other experts, as the Trustee may reasonably deem necessary. Any reasonable costs incurred by the Trustee in arriving at its determination shall be reimbursed by the Company and, to the extent not paid by the Company within a reasonable time, shall be charged to the Trust. The Company waives any right to contest any amount paid over by the Trustee hereunder pursuant to a good faith determination made by the Trustee notwithstanding any claim by or on behalf of the Company (absent a manifest abuse of discretion by the Trustee) that such payments should not be made. The Trustee shall be fully protected in acting without Committee direction under this paragraph and shall be indemnified and saved harmless as provided in paragraph 4.8. The Trustee shall make such distributions from the Trust Fund in accordance with the provisions of this paragraph 4.5, subject to the provisions of Article V. If Trust assets are not sufficient to pay the benefits from the Plan, the Company shall make the balance of each such payment when due.

- 4.6 Missing Persons. If any payment directed to be made by the Trustee from the Trust Fund is not claimed by the person entitled thereto, the Trustee shall notify the Committee of that fact. Neither the Company, the Committee nor the Trustee shall have any obligation to search for or ascertain the whereabouts of any payee under this Trust.
- 4.7 Liabilities Mutually Exclusive. To the extent permitted by law, the Company, the Trustee, the Committee and each member thereof shall be responsible only for their own acts or omissions.

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- 4.8 Indemnification. To the extent permitted by law, neither the Trustee, any present or former Committee member, nor any person who is or was a director, officer, or employee of the Company, shall be personally liable for any act done, or omitted to be done, in good faith in the administration of this Trust. Any person to whom the Committee or the Company has delegated any portion of its responsibilities under the Trust, any person who is or was a director or officer of the Company, members and former members of the Committee, and each of them, shall, to the extent permitted by law, be indemnified and saved harmless by the Company (to the extent not indemnified or saved harmless under any liability insurance or other indemnification arrangement with respect to this Trust) from and against any and all liability or claim of liability to which they may be subjected by reason of any act done or omitted to be done in good faith in connection with the administration of the Trust or the investment of the Trust Fund, including all expenses and settlement payments reasonably incurred in their defense if the Company fails to provide such defense after having been requested to do so in writing. The Trustee shall be indemnified and saved harmless by the Company (to the extent not indemnified or saved harmless under any liability insurance or other indemnification arrangement with respect to this Trust) only with respect to liability or claim of liability to which the Trustee shall be subjected by reason of its good faith compliance with any directions given in accordance with the provisions of the Trust by the Committee; provided, however, that to the extent required by federal or state law, the payment by the Company of such defense-related expenses under this paragraph 4.8 to any such person shall be made prior to the final disposition of the subject proceeding only upon delivery to the Company of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to this indemnification.
- 4.9 Compensation and Expenses. All reasonable costs, charges and expenses incurred by the Trustee pursuant to subparagraph 2.2(g) and all other reasonable compensation, costs, charges and expenses incurred in the administration of this Trust, as agreed upon between the Committee and the Trustee, shall be paid from the Trust Fund to the extent not paid by the Company within thirty (30) days of receipt of Trustee's invoice.
- 4.10 Action by the Company. Any action with respect to this Trust required or permitted to be taken by the Company shall be by resolution of its Board of Directors, by a duly authorized committee of its Board of Directors, or by a person or persons authorized by resolution of its Board of Directors or such committee.

signed, made or presented by the proper party or parties and may be by certificate, affidavit, document or other information which the person acting on it considers pertinent and reliable.

- 4.12 Waiver of Notice. Any notice required under this Agreement may be waived by the person entitled to such notice.
- 4.13 Counterparts. This Agreement may be executed in two or more counterparts, any one of which will be an original without reference to the others.
- 4.14 Gender and Number. Wherever appropriate herein, the masculine may mean the feminine and the singular may mean the plural or vice versa.
- 4.15 Scope of this Agreement. The Plan and this Trust will be binding on all persons entitled to benefits hereunder and their respective heirs and legal representatives, and upon the Company, the Committee, the Trustee, and their successors and assigns.
- 4.16 Severability. If any provision of this Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Agreement, and they shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.
- 4.17 Statutory References. Any references in this Agreement to a section of the Internal Revenue Code shall include any comparable section or sections of any future legislation that amends, supplements or supersedes that section.
- 4.18 Applicable Law. The Trust shall be construed in accordance with the laws of the State of North Carolina.

## ARTICLE V INSOLVENCY

5.1 Insolvency. The Company shall be considered "Insolvent" for purposes of this Trust if the Company's debts, other than debts disputed in good faith, are not paid in the ordinary course of business, or if its affairs become the subject of reorganization or liquidation proceedings as a debtor under federal bankruptcy laws.

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5.2 Payments During Insolvency. At all times during the existence of this Trust while the Company remains Insolvent, assets and rights of the Trust shall be subject to the claims of the Company's general creditors. Therefore, if the Trustee knows that the Company is Insolvent (as defined in paragraph 5.1), the Trustee shall discontinue benefit payments that otherwise would be paid and will deliver or otherwise make available assets of the Trust to satisfy the claims of the Company's creditors as directed by a court of competent jurisdiction. If the Company becomes Insolvent, its Board of Directors and its Chief Executive Officer shall have the duty to promptly inform the Trustee of the Company's Insolvency. The Committee shall have the same duty if and when it becomes aware that the Company has become Insolvent or upon an inquiry of the Company's solvency by the Trustee. Participants shall not be granted greater rights to the Trust Fund by virtue of their rights under the Plan than other general creditors of the Company, but no provision of the Trust shall diminish the rights of a Participant to pursue his or her rights as a general creditor of the Company with respect to any benefits he or she is entitled to under the Plan, or otherwise. The Trustee shall resume the payment of benefits in accordance with the Plan after the Trustee has been notified by the Board of Directors or the Chief Executive Officer that the Company is no longer Insolvent.

> Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to this paragraph 5.2 and subsequently resumes such payments, to the extent so directed by the Company, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants or their beneficiaries under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Participants or their beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance.

5.3 Trustee's Reliance. Unless the Trustee has actual knowledge of the Company's Insolvency, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may rely on such evidence concerning the Company's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company's solvency.

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## ARTICLE VI RESIGNATION OR REMOVAL OF TRUSTEE

- 6.1 Resignation or Removal of Trustee. The Trustee may resign at any time by giving sixty (60) days' advance written notice to the Company and the Committee. Except after a Change in Control, the Company's Board of Directors may remove a Trustee by giving written notice to the Trustee, provided that such removal shall not become effective until the time immediately preceding the written acceptance of this Trust by a successor Trustee appointed pursuant to paragraph 6.2. Following a Change in Control, the Trustee may be removed only with the consent of a Majority of the Participants. For purposes of this Agreement, a "Majority of the Participants" shall mean at least 51% of the Participants on a per capita basis.
- 6.2 Successor Trustees. In the event of the resignation or removal of the Trustee, a successor Trustee shall be appointed by the Company's Board of Directors in writing as soon as practicable. Written notice of such appointment shall be given by the Company to the predecessor Trustee. Any appointment of a successor Trustee following a Change in Control shall be made only with the consent of a Majority of the Participants.
- 6.3 Duties of Predecessor Trustee and Successor Trustee. A Trustee that resigns or is removed shall promptly furnish to the Committee and the successor Trustee a final account of its administration of the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the predecessor Trustee shall deliver the property comprising the Trust Fund to the successor Trustee together with any instruments of transfer, conveyance, assignment and further assurances as the successor Trustee may reasonably require. All records concerning the Plan and the Trust are property of the Company and shall be transferred to the Company or the successor Trustee, at the Company's sole direction. Each successor Trustee shall have all the powers, rights and duties conferred by this Agreement as if named the initial Trustee. Subject to applicable law, no successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

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## ARTICLE VII AMENDMENT AND TERMINATION

- 7.1 Amendment. This Agreement may be amended from time to time by the Company prior to a Change in Control, except as follows:
  - The duties and liabilities of the Trustee under this Agreement cannot be changed in any material respect without its consent;
  - b) Under no condition shall any amendment result in the return or repayment to the Company of any portion of the Trust Fund or the income therefrom, except to the extent permitted under paragraph 4.1, or result in the distribution of the Trust Fund for any purposes other than payment of obligations of the Company to its creditors, including Participants; and
  - c) This Trust may not be amended so as to cause the reduction or cessation of any benefits a Participant would receive under the terms of the Plan, nor may the Trust be amended to make the Trust revocable.
- 7.2 Amendment Following a Change in Control. Following a Change in Control, no amendment may be made to this Agreement without the consent of the Majority of the Participants; provided however, no such consent is necessary for any amendment which is necessary to comply with applicable law or which is necessary to maintain the tax status of this Agreement.
- 7.3 Termination. Except as otherwise provided in this paragraph 7.2, this Trust shall not terminate. All the rights, titles, powers, duties, discretions and immunities on or reserved to the Trustee, the Company and the Committee shall continue in effect with respect to the Trust, until all benefits payable to Participants under the Plan and fees and expenses of the Trust have been paid and all assets have been distributed by the Trustee under the Trust and the Plan.

Notwithstanding any other provision of this Trust, this Trust shall terminate one day prior to the expiration of a period of twenty-one (21) years after the death of the last to die of the employees of the Company who are Participants in the Plan on the day and year first above written. Upon the written approval of all Participants or beneficiaries entitled to payment of benefits pursuant to the terms of the Plan, the Company may terminate this Trust prior to the time all benefit payments payable under the Plan have been made. Upon termination of the Trust, after all benefits payable to Participants under the Plan and fees and expenses of the Trust have been paid, any assets remaining in the Trust shall be returned to the Company.

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IN WITNESS WHEREOF, the Company and the Trustee have caused this Agreement to be executed on their behalf and by their respective officers thereunto duly authorized, the day and year first above written.

Attest/Witness	Delu	xe Corporation
	Ву	/s/ Anthony C. Scarfone
	Its	Senior V. P. & General Counsel
Attest/Witness	Wachovia Bank, N.A.	
	By	/s/ Ronald W. Darby
	Its	Vice President

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