

IDAHO NATIONAL LABORATORY EMPLOYEE RETIREMENT PLAN
As Amended and Restated Effective October 1, 2013

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IDAHO NATIONAL LABORATORY EMPLOYEE RETIREMENT PLAN

As amended and Restated Effective October 1, 2013

ARTICLE 1.

NAME, EFFECTIVE DATE, AND PLAN PURPOSES

1.1. **Name.** The plan established and adopted hereunder is known as the IDAHO NATIONAL LABORATORY EMPLOYEE RETIREMENT PLAN (“Plan”).

1.2. **Purposes.** The Plan is maintained and administered for the exclusive benefit of covered employees of the Plan Sponsors (Idaho Treatment Group, LLC (as successor to Bechtel BWXT Idaho, LLC effective as of October 1, 2011), Battelle Energy Alliance, LLC, and CH2M♦WG Idaho, LLC) and any other DOE-ID Contractor that participates in maintaining the Plan pursuant to the provisions set forth below. The Plan is intended to be qualified under Section 401(a) of the Internal Revenue Code, and its trust is intended to be exempt from taxation under Code Section 501(a). The Plan is also intended to operate as a multiple employer plan within the meaning of Code Section 413(c) of the Internal Revenue Code and Section 210 of the Employee Retirement Security Act of 1974 for any periods prior to and on and after January 1, 1988 during which one or more DOE-ID Contractors that are not related to the Plan Sponsor adopt and maintain the Plan for the benefit of their eligible employees

1.3. **Effective Dates.** The original effective date of the Plan was July 1, 1971. The Plan was amended and restated effective as of October 1, 1999 in connection with the assumption by Bechtel BWXT Idaho, LLC of the sponsorship of the Plan from Lockheed Martin Idaho Technologies Company (the “1999 Restatement”). The 1999 Restatement incorporated changes required by the Uniformed Services Employment and Reemployment Rights Act of 1994; the Small Business Job Protection Act of 1996; the Taxpayer Relief Act of 1997; and the Internal Revenue Service Restructuring and Reform Act of 1998. The Plan was amended as of October 1, 2002 to incorporate changes required or permitted by the Community Renewal Tax Relief Act of 2000 and the Economic Growth and Tax Relief Reconciliation Act of 2001. The Plan was again amended and restated effective October 1, 2007 (the “2007 Restatement”) to incorporate all amendments adopted subsequent to the 1999 Restatement and to conform the Plan to final Treasury Regulations under Section 415 of the Internal Revenue Code. This October 1, 2013 Amended and Restated Plan incorporates all amendments adopted subsequent to the 2007 Restatement and reflects the provisions of the Pension Protection Act of 2006 (PPA) (as amended by the Workers, Retiree, and Employer Recovery Act of 2008 (WRERA)) and the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART). This 2013 Restatement shall apply to employees on or after October 1, 2013. Unless the context indicates otherwise, the rights and obligations with respect to persons who retired or died prior to October 1, 2013, or those persons whose employment terminated prior to October 1, 2013, shall not be affected by this 2013 Restatement but shall be determined under the terms and provisions of the Plan as in effect prior to October 1, 2013.

ARTICLE 2.

DEFINITIONS

2.1. Accumulated Contributions With Interest.

2.1.1. “Accumulated Contributions With Interest” shall mean the total of

2.1.1.1. all mandatory contributions by the Participant in accordance with Section 4.3., and

2.1.1.2. interest credited on such contributions in accordance with the following provisions of this Section 2.1.

2.1.2. The interest credited on or before June 30, 1976, shall be deemed to be an amount equal to the difference between (a) and (b) where (a) is an amount equal to one hundred twenty-five percent (125%) of Participant contributions and (b) is Participant contributions credited prior to such date.

2.1.3. For Plan Years commencing on and after July 1, 1976 and prior to October 1, 1988, interest shall be credited at the rate of five percent (5%), compounded annually from July 1, 1976.

2.1.4. For Plan Years commencing on and after October 1, 1988, the interest rate credited:

2.1.4.1. shall be equal to one hundred twenty percent (120%) of the Federal midterm rate (as in effect under Code Section 1274 the first month of the Plan Year) compounded annually as of the date the determination is made, and

2.1.4.2. for periods subsequent to the date the determination is made, shall be projected from the determination date to the Participant’s Normal Retirement Date at the rate not less than the interest rate used for valuing lump sum distributions as of such determination date under Section 2.3.

2.1.5. Interest on Participant contributions shall cease accruing on the Participant’s Benefit Commencement Date. Interest on any contributions made for a Plan Year shall be allocated as of the last day of such year. No interest shall be paid on contributions made during a Plan Year if such contributions are withdrawn before the last day of such year.

2.2. Active Participant. “Active Participant” shall mean an Eligible Employee, or if applicable, a former Eligible Employee (provided he or she is an Eligible Employee as of the date of reference), who:

2.2.1. Has satisfied the requirements set forth in Article 3;

2.2.2. Has elected to join the Plan and agreed to make Participant contributions, if required by Section 4.3.; and

2.2.3. As of the date of reference is either actively employed by the Company in Covered Service, is on a Leave of Absence, or is an LTD Participant.

2.3. Actuarial Basis.

2.3.1. “Actuarial Basis” shall mean the mortality tables, interest rates, and other actuarial factors and assumptions, as approved and adopted from time to time by the Committee, that shall be used for the purpose of determining Actuarial Equivalents as that term and its related terms are defined under Section 2.4.

2.3.2. Non-Lump Sum Distributions.

2.3.2.1. For a Participant who has a Benefit Commencement Date before October 1, 1993, the Actuarial Basis for a retirement benefit adjustment (in which the Actuarial Basis is not specified elsewhere in the Plan) shall utilize a mortality assumption based on the 1971 Group Annuity Mortality Table and shall utilize a six percent (6%) interest rate assumption.

2.3.2.2. For a Participant who has a Benefit Commencement Date on or after October 1, 1993, the Actuarial Basis for a retirement benefit adjustment (in which the Actuarial Basis is not specified elsewhere in the Plan) shall utilize a mortality assumption based on the 1983 Group Annuity Mortality Table for males and shall utilize an eight percent (8%) interest assumption, or a mortality assumption based on the 1971 Group Annuity Mortality Table and a six percent (6%) interest rate assumption, whichever produces the larger benefit.

2.3.2.3. For a Participant who has a Benefit Commencement Date on or after May 1, 2011, the Actuarial Basis for a retirement benefit adjustment (for which the Actuarial Basis is not specified elsewhere in the Plan) shall utilize a mortality assumption based on the RP-2000 Table White Collar combined (annuitant and non-annuitant) for healthy males projected to 2021 and shall utilize a five percent (5%) interest assumption, or the mortality assumptions and interest rates as set forth in 2.3.2.1 and 2.3.2.2 above, whichever produces the larger benefit.

2.3.3. Lump Sum Distributions.

2.3.3.1. For a Participant who incurs a Severance prior to September 30, 1995, the Actuarial Basis to determine a lump sum distribution shall utilize a mortality assumption based on the 1971 Group Annuity Mortality Table and shall utilize an interest rate assumption which is the lesser of (i) nine percent (9%) or (ii) the interest rate used by the Pension Benefit Guaranty Corporation, as in effect on the first day of the Plan Year, for valuing a lump sum distribution upon plan termination.

2.3.3.2. For a Participant who incurs a Severance on or after October 1, 1995, the Actuarial Basis to determine a lump sum distribution shall be determined using the following mortality and interest rate assumptions:

2.3.3.2.1. The mortality table prescribed by the Secretary of the Treasury based on the prevailing Commissioner’s standard table (described in Code Section

807(d)(5)(A)) used to determine reserves for group annuity contracts issued on the date as of which present value is being determined (without regard to any other subparagraph of Code Section 807(d)(5)). As of October 1, 1995, the prevailing standard table is the 1983 Group Annuity Mortality Table (83 GAM). For any distribution with a Benefits Commencement Date on or after December 31, 2002, the monthly table will be the 1994 Group Annuity Reserving Table described in IRS Revenue Ruling 2001-62.

2.3.3.2.2. The interest rates on thirty (30) year Treasury securities as specified by the Commissioner of Internal Revenue for the month of September that immediately precedes the first day of the Plan Year. The interest rate will be determined consistent with the guidance issued by the IRS in Notice 2002-26 pending enactment of legislative changes to Code Section 417.

2.3.3.3. For Plan Years beginning on or after October 1, 2008, the Actuarial Basis to determine a lump sum distribution shall be determined using the following mortality and interest rate assumptions:

2.3.3.3.1. The mortality table prescribed under Code Section 417(e)(3)(B) that is based on the mortality table specified for the Plan Year under Code Section 430(h)(3) (without regard to subparagraph (C) or (D) of such section), as modified by the Secretary of the Treasury.

2.3.3.3.2. The interest rate prescribed under Code Section 417(e)(3)(C) for the month of September that immediately precedes the first day of the Plan Year.

2.4. Actuarial Equivalent. “Actuarial Equivalent,” “Actuarially Reduced,” “Actuarially Increased,” and “Actuarially Adjusted” shall mean the determination of a benefit having the same value as the benefit which it replaces on any specified date computed and determined with reference to the Actuarial Basis in effect as of such specified date.

2.5. Affiliated Company. “Affiliated Company” shall mean with respect to a Company:

2.5.1. A corporation that is included in a controlled group of corporations, within the meaning of Code Section 414(b), of which group such Company is also a member;

2.5.2. A trade or business that is under common control with such Company within the meaning of Code Section 414(c);

2.5.3. A service organization that is included in an affiliated service group, within the meaning of Code Section 414(m), of which affiliated service group such Company is also a member; and

2.5.4. Any other entity required to be aggregated with a Company pursuant to regulations under Code Section 414(o).

2.6. Anniversary Date. “Anniversary Date” shall mean the last day of each Plan Year, which is each September 30. In the event that the Plan Year shall be changed at any time, Anniversary Date shall mean the last day of each such new Plan Year.

2.7. BBWI. “BBWI” means Bechtel BWXT Idaho, LLC.

2.8. BEA. “BEA” means Battelle Energy Alliance, LLC.

2.9. Beneficiary. “Beneficiary” shall mean the person or persons last designated as such by a Participant in accordance with the provisions of Section 8.3. and entitled to benefits under the Plan upon the death of such Participant, or if there is no such properly designated Beneficiary surviving, the person or persons designated in Section 8.3. to receive the interest of a deceased Participant. With respect to designations filed with the Plan on and after October 1, 2002, a trust may not be named as a Beneficiary.

2.10. Benefit Commencement Date. “Benefit Commencement Date” shall mean either

2.10.1. The first day of the first period for which a Participant’s retirement benefit is paid as an annuity, in accordance with the provisions of this Plan, or

2.10.2. In the case of a retirement benefit payable in a lump sum, the first day on which all events have occurred which entitle the Participant to such retirement benefit under the Plan.

2.11. Benefits Office. “Benefits Office” shall mean that organization of the Company that has been designated by the Company to perform certain ministerial functions in connection with the administration of the Plan, including the processing of applications for participation and applications for payment of benefits.

2.12. Board of Managers. “Board of Managers” or “Board” shall mean, if applicable, the Managing Directors of the Plan Sponsor (or the properly authorized delegate of such Board).

2.13. Break in Service.

2.13.1. Except as provided in Subsection 2.13.2. below, a “Break in Service” shall mean a One Year Period of Severance.

2.13.2. For purposes of determining whether a Special Employee shall be credited with one (1) Year of Eligibility Service, a “Break in Service” shall mean a Computation Period in which the Employee does not complete more than one (1) Hour of Service.

2.13.3. In the case of an Employee for whom service prior to a Break in Service must be credited upon his reemployment, such prior service shall be credited immediately upon reemployment.

2.14. Code. “Code” shall mean the Internal Revenue Code of 1986, and the regulations thereunder. Reference to a specific Section of the Code shall include any comparable provisions of future legislation that amends, supplements, or supersedes such specific Section.

2.15. Committee. “Committee” shall mean the Idaho National Laboratory Plan Administration Committee.

2.16. Company. “Company” shall mean each Plan Sponsor, and any other DOE-ID Contractor which adopts this Plan with the approval of the Committee by execution of an adoption agreement in form satisfactory to the Plan Sponsors. The Committee shall determine the application of the Plan to any entity that is a Company, was formerly a Company, or subsequently becomes a Company, and any Affiliated Company with respect to any such Company.

2.17. Company Contributions. “Company Contributions” shall mean all amounts paid by the Company into the Trust Fund established and maintained under the provisions of this Plan for the purpose of providing retirement income for Participants and their Beneficiaries.

2.18. Computation Period. “Computation Period” shall mean the twelve (12) month period used for determining whether a Special Employee has completed a Year of Eligibility Service or incurred a Break in Service.

2.18.1. The Computation Period shall be the twelve (12) month period commencing on a Special Employee’s Employment Commencement Date, except that if the Special Employee is not credited with a Year of Eligibility Service for the initial Computation Period, the Computation Period shall be any Plan Year beginning with the Plan Year that includes the first anniversary of the Special Employee’s Employment Commencement Date.

2.18.2. For purposes of determining the Computation Period for a Special Employee who incurs a Break in Service before he has completed a Year of Eligibility Service or whose prior Year of Eligibility Service is disregarded under Subsection 2.72.2., the Computation Period following the Break in Service shall be the twelve (12) month period commencing on such Special Employee’s Reemployment Commencement Date, except that if the Special Employee is not credited with a Year of Eligibility Service for that Computation Period, the Computation Period shall be any Plan Year beginning with the Plan Year that includes the first anniversary of the Special Employee’s Reemployment Commencement Date.

2.19. Contiguous Non-Covered Service. “Contiguous Non-Covered Service” means:

2.19.1. A period or periods of non-Covered Service with a Company that immediately precedes or follows a period of Covered Service, provided that no quit, discharge, or retirement occurs between such Covered Service and non-Covered Service; and

2.19.2. A period or periods of service as an Employee of an Affiliated Company that immediately precedes or follows a period of Covered Service with a Company that is in the same Controlled Group as the Affiliated Company, provided that no quit, discharge or retirement from employment with all Affiliated Companies of such Company occurs between such Covered Service and non-Covered Service.

2.19.3. With respect to a Company other than ITG (and BBWI prior to October 1, 2011), and notwithstanding the prior sentence, if the Plan is operating as a multiple-employer plan and an individual transfers from one Affiliated Company to another Affiliated Company in the same Controlled Group, any period of non-Covered Service that immediately precedes or follows that transfer will be deemed to be noncontiguous non-Covered Service consistent with Department of Labor Regulations Section 2530.210(c)(3)(iv)(B).

2.20. Controlled Group. “Controlled Group” means, with respect to an entity, (i) all corporations that are members of the controlled group of corporations (within the meaning of Code Section 1563(a), determined without regard to Code Sections 1563(a)(4) and (e)(3)(C)) that includes the entity; all trades or business that are under common control with the entity within the meaning of Code Section 414(c); and all entities in the same affiliated service group as the entity within the meaning of Code Section 414(m).

2.21. Corporate Transfer. “Corporate Transfer” means:

2.21.1. An individual’s Severance from BBWI that is followed by an immediate hire which occurs prior to October 1, 2011 by an entity described in Subsection 2.21.2. or an individual’s severance from employment from an entity described in Subsection 2.21.2. that is followed by an immediate hire by BBWI which occurs prior to October 1, 2011.

2.21.2. An entity referred to in Subsection 2.21.1. must be unrelated to BBWI and a member of a Controlled Group that includes (i) Bechtel Group, Inc.; (ii) Battelle Memorial Institute; (iii) Babcock & Wilcox Company; (iv) Babcock & Wilcox Technical Services Group, Inc.; or (v) an entity designated by the Plan Sponsor as documented in an Appendix to the Plan.

2.21.3. An individual’s Severance from BEA that is followed by an immediate hire by an entity described in Subsection 2.21.4. or an individual’s severance from employment from an entity described in Subsection 2.21.4. that is followed by an immediate hire by BEA.

2.21.4. An entity referred to in Subsection 2.21.3. must be unrelated to BEA and a member of a Controlled Group that includes (i) Battelle Memorial Institute; (ii) Babcock & Wilcox Technical Services Group, Inc.; (iii) Washington Group International; (iv) Electric Power Research Institute, Inc.; (v) Massachusetts Institute of Technology; or (vi) an entity designated by the Plan Sponsor as documented in an Appendix to the Plan.

2.21.5. As of May 1, 2005, an individual’s Severance from CWI that is followed by an immediate hire by an entity described in Subsection 2.21.6. or an individual’s severance from employment from an entity described in Subsection 2.21.6. that is followed by an immediate hire by CWI.

2.21.6. An entity referred to in Subsection 2.21.5. must be unrelated to CWI and a member of a Controlled Group that includes (i) CH2M-Hill, Washington Group; or (ii) an entity designated by the Plan Sponsor as documented in an Appendix to the Plan.

2.21.7. Effective October 1, 2011, an individual’s severance from ITG that is followed by an immediate hire by an entity described in Subsection 2.21.8 or an individual’s

severance from an employment from an entity described in Subsection 2.21.8 that is followed by an immediate hire by ITG.

2.21.8. Effective October 1, 2011, an entity referred to in Subsection 2.21.7 must be unrelated to ITG and a member of a Controlled Group that includes (i) Babcock & Wilcox Technical Services Group, Inc.; (ii) URS Corporation; (iii) EnergySolutions Government Group, Inc.; or (iv) an entity designated by the Plan Sponsor as documented in an Appendix to the Plan.

2.22. Covered Compensation. “Covered Compensation” means, with respect to a Participant:

2.22.1. For Plan Years commencing prior to October 1, 1989, the amount of compensation with respect to which old-age and survivors insurance benefits would be provided for such Participant under the Social Security Act if for each year until he reaches Normal Retirement Age his annual compensation is at least equal to the Taxable Wage Base.

2.22.2. For Plan Years commencing on and after October 1, 1989, the average of the Taxable Wage Bases in effect under the Social Security Act for each year in the thirty-five (35) year period ending with the year in which the Participant attains Social Security Retirement Age. The determination for any year preceding the year in which the Participant attains Social Security Retirement Age shall be made assuming that there is no increase in the Taxable Wage Base after such year and before the Participant attains Social Security Retirement Age.

2.22.3. “Taxable Wage Base” means, with respect to a year, the maximum amount of compensation that may be considered “wages” under Code Section 3121(a)(1).

2.22.4. Covered Compensation shall be adjusted as of each January 1 to reflect the Taxable Wage Base as in effect for the year.

2.23. Covered Service. “Covered Service” means service with a Company during a period of time that such Company is a current DOE-ID Contractor, provided such service is within a job classification covered by the Company’s contract with the Department of Energy.

2.24. Credited Service. “Credited Service” shall mean the period of an Employee’s service with the Company that is taken into account in determining the amount of his benefits under this Plan. The amount of an Employee’s Credited Service shall be determined under the rules for determining Years of Vesting Service in Section 2.73., subject to the following modifications:

2.24.1. A Participant shall receive credit for his Credited Service accrued as of June 30, 1976 only if he was an Active Participant, or a Participant on a Leave of Absence or layoff status, on July 1, 1976.

2.24.2. An Employee’s Credited Service shall include only each period of Plan participation as an Active Participant that commences on a Participation Commencement Date and ends on the next following date the Employee ceases to be an Active Participant, which

shall include any period that he is an Active Participant because he is an LTD Participant under Article 11.

2.24.3. Except as otherwise provided in Section 6.19. relating to transferred benefits, Credited Service shall not include the following:

2.24.3.1. Any period during which the Participant was required to but failed to make any mandatory Participant contributions.

2.24.3.2. Any period during which the individual was not employed in Covered Service.

2.24.3.3. Any period of participation for which the Participant received a lump sum payment of his Vested Interest in his retirement benefit attributable to Company contributions, and, if applicable, a lump sum payment of his Accumulated Contributions With Interest, except as otherwise provided in Article 9.

2.24.3.4. Any Periods of Severance, notwithstanding the fact that a Regular Employee or Special Employee may receive Years of Vesting Service credit for that Period of Severance pursuant to Section 2.73.

2.24.4. Notwithstanding the foregoing, to the extent mandated by the Department of Energy, a Participant who is a firefighter at the Idaho National Engineering and Environmental Laboratory and was transferred to a Company in 1993 shall receive Credited Service for periods of service as a firefighter at the Idaho National Engineering and Environmental Laboratory prior to such transfer.

2.24.5. An individual who was impacted by the Department of Energy Security Force defederalization and was not allowed to enter the Idaho National Engineering and Environmental Laboratory Employee Retirement Plan until January 1, 1989 (including an individual who was represented by the Security, Police and Fire Professionals of America on May 28, 2000) will receive credit for service performed in the period between his or her date of defederalization and January 1, 1989. Such credit will include the service performed as a security force professional with American Protective Services and/or Protective Technologies Idaho, Inc.

2.25. CWL. “CWL” means CH2M♦WG Idaho, LLC.

2.26. DOE-ID Contractor.

2.26.1. “DOE-ID Contractor” shall mean any organization, currently or formerly under contract to the U.S. Department of Energy (“DOE”) at the Idaho National Laboratory, or a subcontractor of a DOE-ID Contractor.

2.26.2. A DOE-ID Contractor shall be deemed to be a current DOE-ID Contractor if such contractor at the time of reference has and is operating under a contract to the DOE at the Idaho National Laboratory. A DOE-ID Contractor shall be deemed to be a former

DOE-ID Contractor if at the time of reference it is not operating under contract to the DOE at the Idaho National Laboratory.

2.26.3. The Committee may prescribe such rules as it deems to be appropriate regarding the circumstances under which an Employee shall be given credit for his service for another DOE-ID Contractor prior to his Employment Commencement Date. These rules shall be applied in a uniform and nondiscriminatory manner to all Employees similarly situated.

2.27. Early Retirement Date. A Participant's "Early Retirement Date" shall mean his Early Retirement Date determined in accordance with Section 5.2.

2.28. Earnings.

2.28.1. "Earnings" for a Regular Employee shall mean his regular monthly rate of pay, as adjusted in accordance with the following provisions of this Section 2.28. "Earnings" for a Regular Employee shall not include any shift differential, cost-of-living adjustments, bonus, premium pay, overtime, personal leave cashouts, severance or termination pay, lump sum amounts, or retroactive pay adjustments, except as provided by a collective bargaining agreement.

2.28.2. "Earnings" for a Special Employee shall mean actual monthly remuneration as reportable in Box 1 of the Special Employee's Form W-2, as adjusted in accordance with the following provisions of this Section, but shall not include any severance pay, termination pay or lump sum payments within the meaning of Subsection 2.28.7.

2.28.3. In all cases "Earnings" shall be computed before deductions authorized by the Employee or required by law to be withheld from the Employees of the Company. Except as provided in Subsection 2.28.4. below, "Earnings" shall not include contributions or payments by the Company for or on account of the Employee under the Plan or any other employee benefit plan.

2.28.4. In all cases, a Participant's "Earnings" shall be computed prior to any reduction authorized by the Employee or required by law to be withheld from the Employees of the Company. However, "Earnings" will not include contributions or payments by any Company for or on account of the Employee under the Plan or any other employee benefit plan, other than elective deferrals as defined in Code Section 402(g)(3) and any other elective salary reductions that are not includible in the gross income of the Employee under Code Section 125, 457 or, effective for Plan Years beginning on and after October 1, 2001, 132(f)(4).

2.28.5. "Earnings" for any period that a Participant is an LTD Participant under Article 11. shall be a deemed amount that is equal to his or her Earnings for the calendar month that precedes the month in which his or her Severance Date due to Total and Permanent Disability occurs. In the case of a Special Employee or collective bargaining unit employee, "Earnings" taken into account shall be deemed to be equal to his or her Earnings for the last month that immediately precedes such Severance Date.

2.28.6. Effective as of October 1, 1989, "Earnings" of a Participant taken into account under the Plan for a twelve (12) consecutive month period shall not exceed the annual

compensation limit in effect under Code Section 401(a)(17) on the January 1 coinciding with or immediately preceding the first day of the twelve (12) consecutive month period, as provided in this Subsection.

2.28.6.1. For Plan Years commencing on and after October 1, 1994, “Earnings” of a Participant taken into account for a twelve (12) consecutive month period shall not exceed one hundred fifty thousand dollars (\$150,000), as that amount is adjusted in accordance with Code Section 401(a)(17)(B). For Plan Years commencing on and after October 1, 2002, “Earnings” of a Participant taken into account for a twelve (12) consecutive month period shall not exceed two hundred thousand dollars (\$200,000), as that amount is adjusted in accordance with Code Section 401(a)(17)(B) (for the Plan Year beginning October 1, 2013, the adjusted amount is equal to two hundred fifty-five thousand dollars (\$255,000)).

2.28.6.2. For Plan Years commencing prior to October 1, 1994 and on and after October 1, 1989, “Earnings” of a Participant taken into account for a twelve (12) consecutive month period shall not exceed two hundred thousand dollars (\$200,000), as that amount is adjusted at the same time and in the same manner as under Code Section 415(d).

2.28.6.3. If Earnings for a period of less than twelve (12) months are used, then the otherwise applicable annual limit provided under this Section is reduced in the same proportion as the reduction in the twelve (12) month period. No proration shall be required for a Special Employee solely because Earnings used are limited to such amounts as may be paid or payable for the portion of the Plan Year during which the Employee is a Participant.

2.28.7. The reference to “lump sum amounts” refers to a payment made to a Participant that is attributable to paid time off and any special payment made to a Participant in connection with a reduction in force.

2.28.8. “Earnings,” taken into account under this Plan for any period that a Participant is on “qualified military service” as that term is defined in Code Section 414(u), shall be deemed to be equal to the Earnings such Employee would have received during the period of “qualified military service” if that amount is reasonably certain or if such amount is not reasonably certain (for example, in the case of a Special Employee), such Employee's average Earnings during the twelve (12) month period immediately preceding the period of “qualified military service” (or, if shorter, the period of employment immediately preceding the period of “qualified military service.” For purposes of this Subsection 2.28.8., the period of “qualified military service” ends on the earlier of the day the Employee returns to work immediately following a period of “qualified military service” or his Severance Date.

2.29. Effective Date. “Effective Date” shall mean as provided in Section 1.3.

2.30. Election Period. “Election Period” shall mean as follows:

2.30.1. In the case of an election to waive the normal form of retirement benefits under Section 7.4. and elect an optional form under Section 7.5., or to commence benefits prior to Normal Retirement Date, the one hundred eighty (180) day period (ninety (90) day period prior to October 1, 2007) ending on the Benefit Commencement Date. In no event shall a Participant be permitted to change a benefit election after the end of the Election Period.

2.30.2. In the case of an election to waive the Qualified Preretirement Survivor Annuity, the period that (i) begins on the date the Participant attains age forty-nine and one-half (49-1/2), and (ii) ends on the earlier of the date of the Participant's death or the Participant's Benefit Commencement Date.

2.31. Eligible Employee. "Eligible Employee" means an Employee who is performing Covered Service, except the following:

2.31.1. Any Employee who is covered by a collective bargaining agreement to which a Company is a party, unless the collective bargaining agreement provides for coverage under this Plan; provided, however, solely for purposes of applying percentage coverage tests under Code Section 410, to the extent required by Section 410, employees covered by a collective bargaining agreement shall be deemed ineligible only if there is evidence that retirement benefits were the subject of good faith bargaining between the Company and the collective bargaining representative, and if less than two percent (2%) of the employees of the Company who are covered pursuant to that agreement are professionals as defined in Treasury Regulations Section 1.410(b)-9(g);

2.31.2. Any Employee who is a "leased employee." A leased employee means, an individual who is not otherwise an Employee and who, pursuant to Code Section 414(n), performs services under primary direction or control of the Company on a substantially full-time basis. Notwithstanding the foregoing an individual will not be a leased employee for a Plan Year for nondiscrimination testing or for any other purpose if either Subsection 2.31.2.1. or 2.31.2.2. below is applicable for that Plan Year:

2.31.2.1. Safe Harbor Plan. The individual is covered by a money purchase pension plan meeting the requirements of Code Section 414(n)(5)(B) and leased employees do not constitute more than twenty percent (20%) of all non-highly compensated employees of all Affiliated Companies.

2.31.2.2. Recordkeeping Exception. The Committee has not been notified by the individual that the individual is a leased employee, the qualified plans (within the meaning of Code Section 401(a)) that are maintained by each Affiliate Company exclude leased employees from participation, none of these plans is top heavy (within the meaning of Code Section 416), and the number of leased persons who, during that Plan Year, perform at least (one thousand five hundred (1,500) Hours of Service of work described in Code Sections 414(n)(2)(A) and (C) for any Affiliated Company is less than five percent (5%) of the number of Employees (excluding leased persons and highly compensated employees) covered by the qualified plans (within the meaning of Code Section 401(a)) of all Affiliated Companies at any time during the Plan Year.

2.31.3. Any person who is recorded on the books and records of a Company as an independent contractor, a worker provided by a temporary staffing agency, and an individual with respect to whom a written agreement governing the relationship between such person and a Company provides in substance that such person shall not be an Eligible Employee hereunder.

2.31.4. The preceding provisions of 2.31. shall be given effect notwithstanding any classification or reclassification of a person as an employee or common law employee of a Company or as a member of any other category of person not excluded under the preceding provisions of this Section 2.31. by reason of action taken by any tax, or other governmental authority. In the event that a person rendering services to a Company in an excluded category is classified or reclassified by reason of action taken by any tax, or other governmental authority, or by a Company, such individual shall continue to be excluded under this Plan unless specifically included hereunder by the terms of an amendment to this Plan or by the terms of a written instrument executed by such person and a Company.

2.31.5. The categories of excluded persons described above in this Section 2.31. are not mutually exclusive, it being contemplated that certain categories described above may include persons in one or more other categories, with the result that an individual may be excluded under more than one category set forth herein.

2.31.6. Any Employee who is hired or rehired by BEA on or after February 1, 2005 (unless such employee is hired as a transfer employee directly from another Plan Sponsor).

2.31.7. Unless such Employee is hired as a transfer employee directly from another Plan Sponsor and is actively accruing service in the Plan on the date of hire, any Employee who is hired or rehired by BBWI or by CWI on or after May 1, 2005, or by ITG on or after October 1, 2011.

2.32. Employee.

2.32.1. “Employee” shall mean any individual having the status of a common-law employee with a Company.

2.32.2. The term “Employee” shall include both Regular Employees and Special Employees.

2.32.3. For purposes of this Plan, “Employee” shall also mean any person who is a “leased employee” within the meaning of Code Section 414(n). Notwithstanding the foregoing, if leased employees constitute less than twenty percent (20%) of a Company’s non-highly compensated work force, within the meaning of Code Section 414(n)(5)(c)(ii), “Employee” shall not include those leased employees of such Company covered by a plan described in Code Section 414(n)(5).

2.33. Employment Commencement Date.

2.33.1. “Employment Commencement Date” shall mean the date on which an Employee first performs an Hour of Service.

2.33.2. Unless the Company shall expressly determine otherwise, and except as is expressly provided otherwise in this Plan, an Employee shall not, for purposes of determining his Employment Commencement Date, be deemed to have commenced employment with an Affiliated Company prior to the effective date on which the entity became an Affiliated Company within the meaning of Section 2.5.

2.34. ERISA. “ERISA” shall mean the Employee Retirement Income Security Act of 1974 and all amendments thereto and regulations thereunder.

2.35. Highly Compensated Employee. “Highly Compensated Employee” means, effective as of June 30, 2009, for each Plan Year, an Eligible Employee who performs services for a Plan Sponsor during the Plan Year and who:

2.35.1. is a five percent (5%) owner of a Plan Sponsor at any time during the Plan Year or the preceding Plan Year; or

2.35.2. receives compensation from a Plan Sponsor in excess of one hundred thousand dollars (\$100,000) as adjusted for cost-of-living increases in accordance with Code Section 414(q) for the preceding Plan Year.

2.35.3. The determination of which Eligible Employees are Highly Compensated Employees shall be made by treating each Plan Sponsor as a separate employer, provided that all Plan Sponsors that are Affiliated Companies shall be treated as a single employer. Such determination is subject to Code Section 414(q) and any regulations, rulings, notices or revenue procedures under that section. In determining whether an Eligible Employee is a Highly Compensated Employee for any Plan Year, the Plan Administrator may use any allocations and elections authorized under the applicable regulations, rulings or revenue procedures under Code Section 414(q). For purposes of this Section 2.35, “compensation” means the Participant’s compensation, as determined under Code Section 415(c)(3).

2.36. Hour of Service.

2.36.1. “Hour of Service” of an individual shall mean:

2.36.1.1. Each hour for which the individual is paid or entitled to payment by the Company or an Affiliated Company with respect thereto for the performance of services as a common-law employee in Covered Service or Contiguous Non-Covered Service. As applicable, for a Special Employee these hours shall be credited to the Computation Period in which the services were performed.

2.36.1.2. Each hour in or attributable to a period of Covered Service or Contiguous Non-Covered Service during which the individual performs no duties (irrespective of whether he has terminated his employment) due to a vacation, holiday, illness, incapacity (including pregnancy or disability), layoff, jury duty, military duty or a leave of absence, for which he is so paid or so entitled to payment, whether direct or indirect, from the Company or an Affiliated Company. As applicable, for a Special Employee these hours shall be credited to the Computation Period to which they relate. However, no such hours shall be credited to an individual if the individual is directly or indirectly paid or entitled to payment for such hours and if such payment or entitlement is made or due following the Employee’s Severance Date under a plan maintained solely for the purpose of complying with applicable workmen’s compensation or unemployment compensation insurance laws or is a payment that solely reimburses the individual for medical or medically related expenses incurred by him.

2.36.1.3. Each hour for which the individual is entitled to back pay pertaining to a period of Covered Service or Contiguous Non-Covered Service, irrespective of mitigation of damages, whether awarded or agreed to by the Company or an Affiliated Company, provided that he has not previously been credited with an Hour of Service with respect to such hour under Subsection 2.36.1.1. or 2.36.1.2. above. For a Special Employee, these hours shall be credited to the Computation Period to which the back pay pertains, rather than to the Computation Period in which the payment is made.

2.36.1.4. With respect to any unpaid Leave of Absence, Hours of Service shall be credited in accordance with standard practices and policies of the Plan Sponsor.

2.36.2. Unless the Plan Sponsor shall expressly determine otherwise, or except as may be expressly provided otherwise in this Plan, for purposes of crediting a Year of Eligibility Service or Year of Vesting Service, an individual shall not receive credit for his hours of service completed with an Affiliated Company other than Hours of Service for a period of Contiguous Non-Covered Service.

2.36.3. Hours of Service for the Company and, as applicable, an Affiliated Company with respect thereto shall be calculated and credited under this Section 2.36. pursuant to Department of Labor Regulations Sections 2530.200b-2 and 2530.210(c)(3), which are hereby incorporated by reference.

2.37. Investment Manager. “Investment Manager” shall mean the one or more managers of investments, if any, that are appointed pursuant to the provisions of ERISA Section 3(38) and Subsection 13.3.2.3.

2.38. ITG. “ITG” means Idaho Treatment Group, LLC.

2.39. LTD Participant. “LTD Participant” shall mean a Participant who has incurred a Total and Permanent Disability and is participating in the Plan pursuant to Article 11.

2.40. Late Retirement Date. A Participant’s “Late Retirement Date” shall mean the deferred post-Normal Retirement Date determined in accordance with the provisions of Section 5.3.

2.41. Layoff. “Layoff” shall mean a separation from service that is either due to a Company-initiated downsizing program designated by the Company for such purpose, or is deemed by the Company to be a Layoff, whether such separation is voluntary or involuntary.

2.42. Leave of Absence. “Leave of Absence” shall mean an absence, with or without pay, provided such absence is authorized in writing by the Company under the Company’s standard personnel practices. To the extent determined by the Company under the Company’s standard personnel practices, an unpaid Leave of Absence may be treated as a period of Covered Service, or, if applicable, Contiguous Non-Covered Service.

2.43. Limitation Year. “Limitation Year,” for purposes of the limitations on benefits set forth in Article 14., shall mean the Plan Year.

2.44. Maternity or Paternity Absence.

2.44.1. A "Maternity or Paternity Absence" shall be deemed to have occurred with respect to an Employee if such Employee is absent from work without pay for any period --

2.44.1.1. By reason of the pregnancy of the Employee,

2.44.1.2. By reason of the birth of a child of the Employee,

2.44.1.3. By reason of the placement of a child with the Employee in connection with the adoption of the child by the Employee, or

2.44.1.4. For purposes of caring for the child for a period beginning immediately following the birth or placement.

2.44.2. Solely for purposes of determining whether a Special Employee shall be credited with one (1) Year of Eligibility Service under Subsection 2.72.1., such Special Employee shall receive Hours of Service credit for a Maternity or Paternity Absence in accordance with this Subsection 2.44.2.

2.44.2.1. The number of Hours of Service with which a Special Employee shall be credited on account of a Maternity or Paternity Absence shall be the number which otherwise would normally have been credited to the Special Employee but for the absence, or if such number is not capable of being determined, eight (8) Hours of Service per day of such absence, provided that the total number of hours treated as Hours of Service under this Subsection 2.44.2.1. shall not exceed five hundred one (501) and that these Hours of Service shall be taken into account solely for purposes of determining whether or not the Special Employee has incurred a Break in Service.

2.44.2.2. Such hours shall be credited to the Computation Period in which the absence from work begins, if the Special Employee would be prevented from incurring a Break in Service in that Computation Period solely because the period of absence is treated as Hours of Service under this Section 2.44., or in any other case, in the immediately following Computation Period.

2.44.3. If a Regular Employee, or a Special Employee who has been credited with one (1) Year of Vesting Service under Section 2.73., has a Maternity or Paternity Absence, such an Employee shall be deemed to have incurred a Severance on the date that is the second anniversary of the first day of a Maternity or Paternity Absence, if the Employee is absent from service beyond the first anniversary of the date of absence by reason of a Maternity or Paternity Absence. The period between the first and second such anniversaries shall neither be a Year of Vesting Service nor a Break in Service.

2.44.4. The above provisions of this Section 2.44. shall not apply unless the Employee provides such timely information as the Committee may reasonably require to establish that the absence is for reasons described in Subsection 2.44.1. and the number of days for which there was such an absence.

2.45. Named Fiduciary. The Committee shall be the “Named Fiduciary” for purposes of ERISA Section 402(a).

2.46. Normal Retirement Age. “Normal Retirement Age” under the Plan shall be the Participant’s sixty-fifth (65th) birthday.

2.47. Normal Retirement Date. “Normal Retirement Date” shall mean the retirement date determined in accordance with the provisions of Section 5.1.

2.48. One Year Period of Severance. “One Year Period of Severance” shall mean, with respect to any Regular Employee or a Special Employee who has been credited with one (1) Year of Vesting Service under Section 2.71., a twelve (12) consecutive month Period of Severance commencing on the Employee’s Severance Date during which such Employee does not complete one (1) Hour of Service.

2.49. Participant. “Participant” shall mean each of the following, whichever is applicable:

2.49.1. Any Employee who meets the eligibility requirements of this Plan, has elected to join the Plan, and been enrolled in the Plan in accordance with the provisions of Article 3.

2.49.2. Any Employee currently accruing benefits or earning Credited Service under the terms of the Plan (including an Employee on a Leave of Absence) until such Employee incurs a Severance.

2.49.3. A former Employee with a Vested Right to immediate or deferred benefits, and an Employee who transfers to Contiguous Non-Covered Service after he has commenced participation in the Plan.

2.49.4. A deceased Employee whose Beneficiary is receiving or eligible to receive benefits under the terms of the Plan.

2.50. Participation Commencement Date. “Participation Commencement Date” shall mean the first day of a month as of which a Participant’s participation in this Plan shall commence in accordance with the provisions of Section 3.2.

2.51. Period of Severance. “Period of Severance” shall mean for a Regular Employee or a Special Employee who has been credited with at least one (1) Year of Vesting Service under Section 2.73., the period of time commencing on the Employee’s Severance Date and ending on the Employee’s subsequent Reemployment Commencement Date, if any.

2.52. Plan. “Plan” shall mean the Idaho National Laboratory Employee Retirement Plan described herein, as it may be amended from time to time.

2.53. Plan Administrator. “Plan Administrator” shall mean the administrator of the Plan within the meaning of ERISA Section 3(16)(A). Effective February 1, 2005, the Plan

Administrator is BEA. Effective November 1, 2007, the Plan Administrator is the Idaho National Laboratory Plan Administration Committee.

2.54. Plan Sponsor. Effective October 1, 1999, the “Plan Sponsor” for purposes of ERISA Section 3(16)(B) was BBWI.

2.54.1. Effective as of February 1, 2005, the “Plan Sponsors” for purposes of ERISA Section 3(16)(B) were BEA, BBWI, and any other DOE-ID (NE-ID) Contractor which adopted and maintained this Plan in accordance with its terms.

2.54.2. Effective as of May 1, 2005, the “Plan Sponsors” for purposes of ERISA Section 3(16)(B) were BEA, BBWI, and CWI.

2.54.3. Effective as of October 1, 2011 the Plan Sponsors for purposes of ERISA Section 3(16)(B) are BEA, CWI, and ITG.

2.55. Plan Year. “Plan Year” shall mean the twelve (12) month period commencing on October 1 of each calendar year and ending on September 30 of the following year.

2.56. Qualified Election. “Qualified Election” shall mean a Participant’s election, designation or waiver relating to the payment of his Vested Interest under the Plan, which is made during the applicable Election Period in accordance with the requirements of this Section 2.54. and in the manner and form as prescribed by the Committee. Except as otherwise provided in Article VII, the Participant's written consent shall be obtained if his Benefit Commencement Date is prior to his Normal Retirement Date.

2.56.1. To the extent required under Code Section 417, if benefits are not paid in the form of the Qualified Joint and Survivor Annuity, the optional one hundred percent (100%) Joint and Survivor Annuity described in Subsection 7.5.1 or, effective for Plan Years beginning on or after October 1, 2008, the Optional Qualified Joint and Survivor Annuity, no election, designation or waiver by a Participant shall be deemed to be a Qualified Election unless the Spouse, if any, of the Participant consents in writing to (i) the designation of any Beneficiary in addition to or other than the Spouse, and (ii) the specified optional form of benefit elected by the Participant (including remaining benefits that the Beneficiary may receive). The consent of the Spouse shall acknowledge the effect of such consent and shall be witnessed by a Plan representative or a notary public.

2.56.2. Notwithstanding this consent requirement, if the Participant warrants to the Committee that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located or for any other reason as the Committee determines to be consistent with the requirements of Code Section 417, a related election, designation or waiver without spousal consent may be deemed a Qualified Election; provided, however, that the Committee may require the Participant in such case to produce such evidence of the Spouse’s unavailability or other circumstances as the Committee deems to be appropriate.

2.56.3. A Qualified Election under this provision will be valid only with respect to the Spouse who consented to the Qualified Election, or in the event of a Qualified

Election in which the Spouse's consent has not been obtained, with respect to a designated Spouse (e.g., that Spouse who cannot be located).

2.56.4. A revocation or change of a prior election, designation or waiver may be made by a Participant with the consent of the Spouse at any time during the applicable Election Period. Subject to the foregoing (relating to a change by a Participant), the consent by a Spouse to an election, designation or waiver shall be irrevocable. The number of revocations or changes and subsequent elections, designations or waivers shall not be limited during any applicable Election Period.

2.56.5. An election, designation or waiver which, by reason of a failure to obtain required spousal consent could not be given effect when made, may later be given effect if at the relevant date the Participant has no Spouse or is not then otherwise required to have spousal consent.

2.57. Qualified Joint and Survivor Annuity. "Qualified Joint and Survivor Annuity" shall mean an annuity for the life of the Participant with a survivor annuity for the life of his Spouse, each periodic payment under which is equal to fifty percent (50%) of the amount of each corresponding periodic payment under the annuity which is payable during the joint lives of the Participant and the Spouse, and which is the Actuarial Equivalent of a single life annuity for the life of the Participant.

2.58. Qualified Optional Joint and Survivor Annuity. "Qualified Optional Joint and Survivor Annuity" shall mean, effective for Plan Years beginning on or after October 1, 2008, an annuity providing reduced monthly payments to the Participant for his lifetime and seventy-five percent (75%) of such monthly amount continued thereafter to the Participant's Spouse for the continued lifetime of the Spouse, which shall be the Actuarial Equivalent of a single life annuity for the life of the Participant.

2.59. Qualified Preretirement Survivor Annuity. "Qualified Preretirement Survivor Annuity" shall mean an annuity for the life of the surviving Spouse of a Participant with a Vested Interest who dies before his Benefit Commencement Date, as follows:

2.59.1. In the case of a Participant with a Vested Interest who dies on or after his Early Retirement Date, an annuity, each periodic payment under which is equal to fifty percent (50%) of the amount of each corresponding periodic payment under the annuity that would have been payable to the Participant if the Participant had retired with an immediate Qualified Joint and Survivor Annuity on the day before his death.

2.59.2. In the case of a Participant with a Vested Interest who dies before his Early Retirement Date, an annuity, each periodic payment under which is equal to fifty percent (50%) of the amount of each corresponding periodic payment under the annuity that would have been payable to the Participant if the Participant had separated from service on the date of his death, survived to his Early Retirement Date, retired with an immediate Qualified Joint and Survivor Annuity at his Early Retirement Date, and died on a date after his Early Retirement Date.

2.60. Reemployment Commencement Date. “Reemployment Commencement Date” shall mean as follows:

2.60.1. For purposes of determining an Employee’s Years of Vesting Service, the first day following a Period of Severance on which such Employee first performs an Hour of Service if the Employee does not receive service credit for such Period of Severance under Subsection 2.73.1.1. or 2.73.1.2.

2.60.2. For purposes of crediting a Year of Eligibility Service to an Employee who had not been credited with a Year of Eligibility Service prior to incurring a Severance or whose prior Year of Eligibility Service is disregarded under Subsection 2.72.2., “Reemployment Commencement Date” shall mean:

2.60.2.1. in the case of a Special Employee, the first day following a Break in Service on which the Special Employee first performs an Hour of Service, and

2.60.2.2. in the case of a Regular Employee, the date determined in accordance with Subsection 2.60.1. above.

2.61. Regular Employee. “Regular Employee” shall mean any Employee who is not a Special Employee.

2.62. Retirement Date. “Retirement Date” shall mean a Participant’s Early Retirement Date, his Normal Retirement Date, or his Late Retirement Date, whichever is applicable.

2.63. Severance. “Severance” shall mean the termination, by reason of death, quit, discharge, retirement or otherwise, of an individual’s employment in Covered Service, or if later, employment in Contiguous Non-Covered Service. For the purpose of determining whether an individual has incurred a Severance, the following rules shall apply:

2.63.1. An individual shall not be deemed to have incurred a Severance solely by reason of:

2.63.1.1. His commencement of an absence from employment by reason of any paid period, including but not limited to vacation, holiday, illness, incapacity (including pregnancy or disability), jury duty, military duty, death in family leave, or Leave of Absence,

2.63.1.2. His commencement of an absence from employment by reason of a Leave of Absence that is treated as a period of Covered Service, or if applicable, Contiguous Non-Covered Service,

2.63.1.3. His termination of Covered Service with one Company followed immediately by commencement of Covered Service with another Company, or

2.63.1.4. His direct transfer of employment in Covered Service with a Company to Contiguous Non-Covered Service with such Company or with any Affiliated Company with respect to such Company.

2.63.2. For the purposes of this Plan, unless service is required to be credited under a separate federal law, an individual on Leave of Absence or Maternity or Paternity Absence that is not treated as a period of Covered Service or Contiguous Non-Covered Service shall be deemed to have incurred a Severance as of the date determined below:

2.63.2.1. Not earlier than (i) the date on which he is scheduled to return to work after the termination of a Leave of Absence of less than one (1) year, if he does not in fact return to work on or before that date, or (ii) the date that is the first anniversary of the first day of the Leave of Absence, if the Leave of Absence extends for one (1) year or more, provided he does not actually return to work on or before such first anniversary date; or

2.63.2.2. The date determined under Section 2.44. if the Employee has a Maternity or Paternity Absence.

2.63.3. In no event shall an Employee's Severance be deemed to have occurred before the last day for which the Employee is credited with an Hour of Service.

2.64. Severance Date. "Severance Date" shall mean, in the case of any Employee who incurs a Severance, the day on which such Employee is deemed to have incurred the Severance, determined in accordance with the provisions of Section 2.63.

2.65. Social Security Retirement Age. "Social Security Retirement Age" (SSRA) shall mean the age, adjusted to whole years, at which a Participant is eligible for unreduced social security benefits.

2.66. Special Employee. "Special Employee" shall mean an Employee who is hired (i) for a specified duration, or (ii) on a part-time basis, and is so identified on the Company's personnel records.

2.67. Spouse. "Spouse" shall mean

2.67.1. The person to whom a Participant is legally married as of such Participant's Benefit Commencement Date; or

2.67.2. In the case of a Participant who dies prior to his Benefit Commencement Date, the person to whom such deceased Participant was legally married on the date of his death, whichever is applicable. To the extent required under the terms of a "qualified domestic relations order," the term "Spouse" shall include a former Spouse.

2.68. Total and Permanent Disability. "Total and Permanent Disability" shall mean the disability of a Participant determined under the terms of the Company's long-term disability benefit program, as provided in Article 11.

2.69. Trust and Trust Fund. “Trust” or “Trust Fund” shall mean the one or more trusts created for funding purposes under the Plan. Provisions applicable to the Trust shall be set forth in a trust agreement (“Trust Agreement”).

2.70. Trustee. “Trustee” shall mean the entity acting as a trustee of the Trust Fund.

2.71. Vested Interest. “Vested Interest” or “Vested Right” shall include, unless otherwise specifically provided herein, both the interest of a Participant in his retirement benefit attributable to Company Contributions that has become vested pursuant to the provisions of Article 10. of this Plan and the Participant’s Accumulated Contributions With Interest, which are at all times one hundred percent (100%) vested.

2.72. Year of Eligibility Service. “Year of Eligibility Service” means:

2.72.1. As applied to a Special Employee for purposes of eligibility to participate under Article 3., a Computation Period in which the Special Employee completes one thousand (1,000) or more Hours of Service.

2.72.2. If a Special Employee incurs a Break in Service prior to the date he or she acquires a Vested Interest in retirement benefits attributable to Company contributions, as of the date such Special Employee incurs five (5) consecutive Breaks in Service, any Year of Eligibility Service completed by the Special Employee prior to the five (5) consecutive Breaks in Service will be disregarded.

2.72.3. Except as provided in Section 6.19. relating to benefits transferred from another plan, a Special Employee shall not receive a Year of Eligibility Service credit for any period of service unless such period is either a period of Covered Service or a period of Contiguous Non-Covered Service. Notwithstanding the prior sentence, any service performed by an individual for an entity described in Subsections 2.21.2., 2.21.4., 2.21.6. or 2.21.8. that immediately precedes or follows Covered Service with a Company shall be taken into account in computing Years of Eligibility Service. Eligibility service credit will continue to accrue as long as such individual continues to be employed by such entity or an entity within this same Controlled Group.

2.72.4. An individual’s service with an entity other than a Company or an Affiliated Company thereof, will be taken into account for eligibility purposes under this Section only to the extent such individual provides appropriate notice of such service to the Plan Administrator or its delegate.

2.73. Year of Vesting Service. “Year of Vesting Service” means the following service taken into account for vesting purposes:

2.73.1. A Regular Employee or a Special Employee will receive credit for Years of Vesting Service in accordance with the elapsed time method for the period of time between his or her Employment Commencement Date (or Reemployment Commencement Date) and his or her subsequent Severance Date calculated by taking into account the following provisions.

2.73.2. If an individual incurs a severance due to a quit, discharge or retirement from a Company, or due to a layoff by a Company or any entity described in Subsection 2.21.2., 2.21.4., 2.21.6. or 2.21.8., other than a severance occurring during a leave of absence as described in Subsection 2.73.3. below, and such individual is subsequently employed by a Company within twelve (12) months of his or her severance date (twenty-four (24) months in the case of a layoff), he or she will receive Years of Vesting Service credit for the period between his or her severance date and subsequent employment date, provided, however, that in no event will such credit exceed twelve (12) months, notwithstanding that the period between his or her severance date and subsequent employment by a Company exceeds twelve (12) months.

2.73.3. If an individual is on a leave of absence from a Company that lasts less than one (1) year and incurs a severance during such leave due to a quit, discharge, retirement, or a layoff, the Employee will receive Years of Vesting Service credit for the period between the date that he or she discontinued active employment and his or her severance date. If such individual is later employed by a Company within twelve (12) months of the severance date (twenty-four (24) months in the case of a layoff), he or she will receive Years of Vesting Service credit for the period commencing on his or her severance date and ending on such subsequent employment date, provided, however, that in no event will such credit exceed twelve (12) months notwithstanding that the period between his or her severance date and subsequent employment exceeds twelve (12) months.

2.73.4. If a Regular or Special Employee incurs a Break in Service prior to the date he or she acquires a Vested Interest in retirement benefits attributable to Company contributions, any Years of Vesting Service completed by such Employee prior to the five (5) consecutive Breaks in Service shall be disregarded.

2.73.5. The following service will also be taken into account for vesting purposes:

2.73.5.1. Any service performed by an individual for an entity described in Subsections 2.21.2., 2.21.4., 2.21.6. or 2.21.8. that immediately precedes or follows Covered Service with a Company will be taken into account in computing Years of Vesting Service credit. Vesting service credit will continue to accrue as long as such individual continues to be employed by such entity or an entity within the same Controlled Group.

2.73.5.2. In accordance with rules adopted or approved by the Committee, any service recognized by a Teaming Partner at a time the Teaming Partner was not maintaining the Plan, subject to the following rules:

2.73.5.2.1. With respect to individuals previously employed by an entity in a Controlled Group that includes Bechtel Group, Inc. or Babcock & Wilcox Company, prior service credit will be based on the policies of the prior employer;

2.73.5.2.2. With respect to individuals previously employed by Coleman Research Corporation, prior service credit will include service credited under the Idaho National Engineering and Environmental Laboratory Benefits Program for such individuals;

2.73.5.2.3. With respect to individuals previously employed by Parsons Engineering Science, Inc. or Waste Management Federal Services of Idaho who were not participating in the Idaho National Engineering and Environmental Laboratory Benefits Program immediately prior to hire by BBWI, prior service credit will be based on the policies of the prior employer.

2.73.6. Notwithstanding the above, the Committee may prescribe such rules as it deems to be appropriate regarding the circumstances under which an Employee shall be given credit for his or her service for another DOE-ID Contractor prior to his or her Employment Commencement Date as described in Subsection 2.26.3.

2.73.7. An individual's service with an entity other than a Company or an Affiliated Company thereof, will be taken into account for eligibility purposes under this Section only to the extent such individual provides appropriate notice of such service to the Plan Administrator or its delegate.

ARTICLE 3.

ELIGIBILITY AND PARTICIPATION

3.1. Eligibility to Participate.

3.1.1. Every Regular Employee who is an Eligible Employee shall be eligible to become an Active Participant effective as of a Participation Commencement Date that is on or after his Employment Commencement Date.

3.1.2. Every Special Employee who is an Eligible Employee shall be eligible to become an Active Participant effective as of a Participation Commencement Date that is on or after the date he is credited with a Year of Eligibility Service.

3.1.3. If an Eligible Employee ceases to be an Eligible Employee, such Employee shall be eligible to become an Active Participant effective as of a Participation Commencement Date that is on or after the date he again becomes an Eligible Employee, provided that he previously met, or after rehire as an Eligible Employee meets, the current eligibility requirements prescribed under provisions of this Article 3.

3.1.4. Notwithstanding the foregoing, the actual Participation Commencement Date of an Eligible Employee who has satisfied the requirements of this Section 3.1. shall be determined in accordance with the rules of Section 3.2. below.

3.1.5. Notwithstanding the foregoing, effective as of June 30, 2009, a Highly Compensated Employee whose prospective accrual of benefits has been frozen under Section 6.21 shall not thereafter be eligible to participate in the Plan and accrue additional benefits. However, if such Participant does not satisfy the early retirement requirements in Section 6.6 as of the date his benefit accruals are frozen, such Participant may still qualify for early retirement benefits if he later satisfies the requirements of Section 6.6, including reaching early retirement age while employed by another Plan Sponsor if the Participant was transferred to the other Plan Sponsor as a Corporate Transfer.

3.2. Commencement or Recommencement of Active Participation.

3.2.1. An Eligible Employee who has satisfied the requirements of Section 3.1. above shall become an Active Participant in the Plan effective as of a Participation Commencement Date by filing an application for participation and contribution agreement with the Benefits Office in accordance with rules and procedures established by the Committee. The effective date of participation shall be the Participation Commencement Date that is as soon as administratively practicable after the Eligible Employee files an application and contribution agreement with the Benefits Office, as determined by the Committee. To the extent required by the Committee, an application and contribution agreement shall be filed within a prescribed time period prior to the Participation Commencement Date it becomes effective.

3.2.2. In the case of an Active Participant who ceases to be an Active Participant for any reason, including an Active Participant who elects to suspend his

contributions under Subsection 4.3.3., such Participant may resume active participation by providing written notification to the Benefits Office, provided he is performing Covered Service.

3.3. Duration of Active Participation.

3.3.1. A Participant's period of active participation shall commence or recommence on a Participation Commencement Date determined under Section 3.2. above and shall end on the earliest of (i) the date he or she ceases to be an Eligible Employee, (ii) the date he or she ceases to perform Covered Service, or (iii) the effective date of his or her election to suspend his or her contributions under Subsection 4.3.3.

3.3.2. If an Active Participant moves directly from Covered Service with one Company to Covered Service with another Company, he shall continue to be an Active Participant without interruption, provided he otherwise satisfies the requirements for active participation.

3.3.3. A Participant who transfers to Contiguous Non-Covered Service with a Company or an Affiliated Company, and therefore becomes ineligible to be an Active Participant, shall continue as a Participant and shall not be eligible to elect payment of his Vested Interest in his retirement benefits solely because he is no longer performing Covered Service.

3.3.4. Subject to the limitations of Section 6.7., effective for Plan Years commencing on and after October 1, 1988, an Eligible Employee who is employed by the Company after Normal Retirement Age shall be eligible to participate in this Plan to the same extent as an Eligible Employee who has not yet attained Normal Retirement Age.

3.4. Reemployment Rights under USERRA. Effective as of December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

3.5. Employee Responsibility. It shall be the responsibility of an Eligible Employee who has elected to participate in this Plan to verify that any contributions required under Section 4.3. are being deducted from his Earnings.

ARTICLE 4.

TRUST FUND AND CONTRIBUTIONS

4.1. Trust Fund. Pursuant to the terms of the Plan, the Company established a Trust for the Plan with the Trustee serving as the trustee thereunder. The Trustee has agreed to hold and administer in trust all amounts accumulated under the Plan pursuant to the terms of this Plan.

4.2. Company Contributions. Subject to the right of the Company to amend or terminate the Plan, the Company shall contribute to the Trust (not less frequently than required under Code Section 412(m) (Code Section 430(j) effective October 1, 2008) such amounts as are estimated to be necessary to satisfy the minimum funding standards of Code Section 412.

4.3. Participant Mandatory Contributions. Effective as of January 1, 2003, mandatory contributions are not permitted to be made to the Plan. Prior to December 31, 2002, the Plan required each Active Participant to make mandatory contributions during each calendar year in accordance with the following rules:

4.3.1. The amount of an Active Participant's mandatory contributions for a calendar year shall be four percent (4%) of his Earnings in excess of the Taxable Wage Base (as defined in Section 2.22.) in effect for the calendar year. Participant contributions shall be required only during the portion of a calendar year after the Active Participant's Earnings for the calendar year exceed the Taxable Wage Base. Active Participants who's Earnings do not exceed the Taxable Wage Base for a calendar year are not required or permitted to make contributions to the Plan. In addition, an LTD Participant is not required or permitted to make contributions to the Plan.

4.3.2. In the case of an individual who becomes an Active Participant due to transfer to the Company from an Affiliated Company during the period October 1-December 31, 1999, Earnings for purposes of the requirement for Participant contributions under this Section 4.3. shall mean Earnings as an Employee of the Company during the period October 1-December 31, 1999. Compensation from an Affiliated Company prior to the transfer shall not be taken into account for purposes of determining if the Participant's Earnings for the 1999 calendar year exceed the Taxable Wage Base.

4.3.3. An Active Participant may, upon such prior written notice as the Committee may require, elect to suspend his contributions to the Plan. A Participant who has suspended his contributions pursuant to this Subsection 4.3.3. shall cease to be an Active Participant and shall not be eligible to make contributions to the Plan and again become an Active Participant for a twelve (12) month period commencing on the date on which the suspension of contributions becomes effective. However, the date of the resumption of the Participant's active participation shall be subject to the rules of Section 3.2.

4.3.4. Participant Contributions shall be made through payroll deductions, or in any other manner prescribed by the Committee.

4.3.5. An Active Participant's contributions shall cease upon the date he ceases to be employed in Covered Service.

4.3.6. Participants may not withdraw their contributions prior to Severance. Participant contributions may only be withdrawn upon a Severance.

4.3.7. All Active Participant contributions made by payroll deduction shall be forwarded to the Trustee within the time period prescribed by law.

4.4. Irrevocability. The Company shall have no right or title to, nor interest in, the Company contributions made to the Trust Fund, and no part of the Trust Fund shall revert to the Company, except that funds may be returned to the Company as follows:

4.4.1. In the case of a Company Contribution which is made by a mistake of fact, upon the Company's written election, such contribution shall be returned to the Company within one (1) year after it is made.

4.4.2. If a Company is not allowed a current deduction under the Code for any contribution made to the Plan, the Company may demand repayment of the disallowed contribution within one (1) year following a final determination of the disallowance, whether by agreement with the Internal Revenue Service or by final decision of a court of competent jurisdiction, and the Trustee will return the contribution within one (1) year following the disallowance. Earnings attributable to such a contribution may not be returned to the Company, but losses attributable to such a contribution will reduce the amount returned.

4.4.3. In the case of any residual assets attributable to Company Contributions remaining after satisfaction of all liabilities of this Plan, a distribution may be made of such residual assets in accordance with the provisions of Article 16.

4.5. Nonliability for Benefits. Except as is provided under Subtitle D of Title IV of ERISA, the Company, the Committee, and the Trustee shall not be liable in any manner if the Trust Fund is insufficient for the payment of any of the benefits under this Plan. Such benefits are to be payable only from the Trust Fund to the extent that it shall suffice therefore.

ARTICLE 5.

RETIREMENT

5.1. Normal Retirement Date. The Normal Retirement Date of a Participant shall be the first day of the month coincident with or next following the date the Participant attains Normal Retirement Age.

5.2. Early Retirement Date.

5.2.1. Any Participant who has attained age fifty-five (55) and completed at least five (5) Years of Vesting Service may elect to retire on an Early Retirement Date selected by such Participant. Any Participant who has at least four (4) Years of Vesting Service and incurs a Severance due to a Plan Sponsor's force reduction and who is age fifty-four (54) on the Severance Date may also elect to retire on an Early Retirement Date and shall be eligible for an Early Retirement Benefit under Section 6.6. Such Early Retirement Date may be the first day of any month prior to such Participant's Normal Retirement Date, but not earlier than the first day of the month coincident with or next following the Participant's fifty-fifth (55th) birthday.

5.2.2. Any Participant who attained age fifty-five (55) on or before September 30, 1990 may elect to retire on an Early Retirement Date selected by the Participant, and the requirement for completion of at least five (5) Years of Vesting Service shall not apply.

5.2.3. Any Participant who is a firefighter and has attained age fifty (50) may elect to retire on an Early Retirement Date selected by the Participant, provided such Participant was transferred from DOE-ID during 1993 and has never been covered under a collective bargaining agreement. Such Early Retirement Date may be the first day of any month prior to such Participant's Normal Retirement Date, but not earlier than the first day of the month coincident with or next following the date of the Participant's fiftieth (50th) birthday.

5.2.4. Any Participant who is a member of the fire department at the Idaho National Laboratory and is or was covered under the Paper, Allied-Industrial, Chemical & Energy Workers International Union Local 8-0652 (Firefighters) Working Agreement, and who has completed at least twenty-five (25) Years of Vesting Service (thirty (30) Years of Vesting Service if his or her Severance occurs prior to November 3, 2000) may retire on an Early Retirement Date selected by the Participant regardless of the Participant's attained age.

5.2.5. Any Participant who (i) is employed on the security force, (ii) is covered under the collective bargaining agreement among BEA, Security, Police, and Fire Professionals of America (International Union) and the Security, Police and Fire Professionals of America (Local 3), (iii) has completed at least twenty-five (25) Years of Vesting Service, (iv) has met the physical fitness and firearm qualification standards for ten (10) years contained in such collectively bargained agreement and (v) incurs a Severance on or after May 28, 2000 may retire on an Early Retirement Date selected by the Participant regardless of the Participant's attained age.

5.2.6. Any Participant who (i) is classified as an exempt employee who is employed on the Company's security force, (ii) is not covered under the collective bargaining

agreements listed in Subsection 5.2.5 but whose job description requires and who on or after September 1, 2003, has, satisfied the physical fitness and firearm qualification standards required of a member of the International Union or Local 3, (iii) has completed at least twenty-five (25) Years of Vesting Service in the security force, (iv) has met the physical fitness and firearm qualification standards for ten (10) years, and (v) incurs a Severance on or after September 1, 2003 may retire on an Early Retirement Date selected by the Participant regardless of the Participant's attained age.

5.2.7. Any Participant who (i) has a Vested Right to benefits under this Plan; (ii) is rehired by BEA on or after February 1, 2005, or by BBWI or CWI on or after May 1, 2005, or by ITG on or after October 1, 2011 and does not qualify as an Active Participant upon or after such rehire; (iii) did not satisfy the requirements for early retirement benefits under this Section 5.2 upon a Severance prior to such rehire; and (iv) satisfies the requirements for early retirement benefits under this Section 5.2 upon a Severance after such rehire may elect to retire on an Early Retirement Date selected by such Participant in accordance with the applicable provision under this Section 5.2.

5.3. Late Retirement Date. In the event that a Participant shall continue to be employed by the Company beyond his Normal Retirement Date, the retirement date of such a Participant will be postponed until the first day of the month following the date on which he actually retires, subject to the provisions of Subsection 7.3.2.

ARTICLE 6.

RETIREMENT BENEFITS

6.1. Determination of Retirement Income. The amount of the retirement income payable to a Participant in the form of a single life annuity commencing at Normal Retirement Age, at an Early Retirement Date or at a Late Retirement Date shall be determined under Section 6.2., 6.3., or 6.4., as appropriate, subject to the adjustment provided in Section 6.6., 6.7. or 6.8., and in the case of a Participant who is a Code Section 401(a)(17) Employee, to the adjustment provided in Section 6.17.

6.2. Normal Retirement Benefit for Participants Who Were Employees Prior to September 1, 1980.

6.2.1. The following provisions of this Section 6.2. shall be applicable only to an Employee on the payroll of the Company prior to September 1, 1980; provided however, if the benefits determined pursuant to this Section 6.2. for such an Employee are less than benefits that would be payable to him under Section 6.3. or 6.4., those Sections, rather than this Section 6.2. shall be used to determine his benefits. If the Employee incurs a Break in Service after September 1, 1980, upon reemployment, any benefits attributable to periods of participation after such Break in Service shall be determined pursuant solely to Section 6.4. and the provisions of Sections 6.9. and 6.10. shall apply. This Section 6.2. shall not be applicable to an Employee who joins the Company on or after September 1, 1980 and benefits for such Employee shall be determined pursuant solely to Section 6.4.

6.2.2. Upon or after his Normal Retirement Date, a Participant to whom this Section 6.2. applies shall be entitled to begin receiving the sum of benefits described in Subsections 6.2.3. and 6.2.4. below.

6.2.3. An Employee who participated in the Plan prior to September 1, 1975 or who was or is a member of any plans to which this Plan is a successor ("Prior Plans") shall have his benefits determined by those Prior Plans in effect at such time. An active Participant in any Prior Plans who elected to participate in this Plan on September 1, 1975 shall have his benefit for service prior to September 1, 1975 determined by the larger of:

6.2.3.1. The cumulative monthly benefits earned by the Participant under the terms of the Prior Plans; or

6.2.3.2. One percent (1%) of the first Five Hundred and Fifty Dollars (\$550.00) of the Participant's September 1, 1975 Earnings, plus one and eight-tenths percent (1.8%) of the excess of such Earnings, all multiplied by the Participant's years of Credited Service prior to September 1, 1975. If a Participant retires (or terminates from employment with a deferred vested benefit) prior to September 1, 1978, the determination of his Earnings for purposes of this Subsection 6.2.3.2. shall be the lesser of (A) the average of the Participant's Earnings during the thirty-six (36) months immediately preceding retirement or (B) his September 1, 1975 Earnings.

6.2.4. In the case of a Regular Employee or a Special Employee, the cumulative retirement benefits earned for each month as an Active Participant after September 1, 1975 shall be equal to:

6.2.4.1. 1.12% of the Participant's monthly Earnings up to Five Hundred and Fifty Dollars (\$550.00), plus

6.2.4.2. 2.4% of the Participant's monthly Earnings in excess of Five Hundred and Fifty Dollars (\$550.00).

6.3. Final Five Year Average Earnings Formula for Participants Who Were Employees Prior to September 1, 1980.

6.3.1. The following provisions of this Section 6.3. shall be applicable only to an Employee on the payroll of the Company prior to September 1, 1980; provided however, if the benefits determined pursuant to this Section 6.3. for such an Employee are less than benefits that would be payable to him under Section 6.2. or 6.4., those Sections, rather than this Section 6.3. shall be used to determine his benefits. If such an Employee incurs a Break in Service on or after September 1, 1980, upon reemployment, any benefits attributable to periods of participation after such Break in Service shall be determined pursuant solely to Section 6.4. and the provisions of Sections 6.9. and 6.10. shall apply. This Section 6.3. shall not be applicable to an Employee who joins the Company on or after September 1, 1980 and benefits for such Employee shall be determined pursuant solely to Section 6.4.

6.3.2. The monthly benefit of a Participant to whom this Section 6.3. applies shall be the larger of the benefit described in Section 6.2. or an amount equal to the number of his years of Credited Service multiplied by:

6.3.2.1. 0.7% of the Participant's Final Five Year Average Earnings, plus

6.3.2.2. 0.8% of the Participant's Final Five Year Average Earnings in excess of Five Hundred Fifty Dollars (\$550.00).

6.3.3. For purposes of this Section 6.3., "Final Five Year Average Earnings" shall mean the highest average of the Participant's Earnings in any consecutive sixty (60) calendar month period in the Participant's last one hundred twenty (120) calendar months of employment with the Company prior to a Break in Service, or the average of his Earnings during all periods of employment with the Company prior to a Break in Service, if he was not employed by the Company for at least sixty (60) consecutive calendar months prior to the Break in Service. If a Participant who has a Break in Service is reemployed as an Eligible Employee, for any periods of Plan participation starting on or after a Reemployment Commencement Date, "Final Five Year Average Earnings" shall be computed as provided in Section 6.10.

6.4. Final Three Year Average Earnings Formula.

6.4.1. The following provisions of this Section 6.4. shall be applicable to a Regular Employee or Special Employee who was on the payroll of the Company on August 31, 1980 or whose Employment Commencement Date or Reemployment Commencement Date occurs subsequent to that date; provided however, if benefits determined pursuant to this Section 6.4. for an Employee who was on the payroll of the Company as of August 31, 1980 and did not incur a Break in Service after that date are less than the benefits that would be payable to him under Section 6.2. or 6.3., to the extent permissible under Code Section 401(l), those Sections, rather than this Section 6.4., shall be used to determine his benefits.

6.4.2. The monthly benefit of a Participant to whom the provisions of this Section 6.4. apply shall be equal to the larger of the amounts determined under Subsection 6.4.2.1. or 6.4.2.2. below:

6.4.2.1. An amount equal to his number of years of Credited Service multiplied by one-twelfth (1/12) of the sum of the amounts determined under Subsections 6.4.2.1.1. and 6.4.2.1.2. below:

6.4.2.1.1. One percent (1%) of the Participant's annualized Final Three Year Average Earnings up to his Covered Compensation; and

6.4.2.1.2. One and eight-tenths of one percent (1.8%) of the Participant's annualized Final Three Year Average Earnings in excess of his Covered Compensation.

6.4.2.2. An amount equal to his number of years of Credited Service multiplied by one-twelfth (1/12) times one and two-tenths of one percent (1.2%) of the Participant's annualized Final Three Year Average Earnings.

6.4.3. For purposes of Subsections 6.4.2.1. and 6.4.2.2. above, "Final Three Year Average Earnings" shall mean the highest average of the Participant's Earnings in any consecutive thirty-six (36) calendar month period in the Participant's last sixty (60) consecutive calendar months of employment with the Company, or the average of the Participant's Earnings during all periods of employment with the Company prior to a Break in Service, if he was not employed by the Company for at least thirty-six (36) consecutive calendar months prior to the Break in Service. If a Participant who has a Break in Service is reemployed as an Eligible Employee, for any periods of Plan participation starting on or after a Reemployment Commencement Date, "Final Three Year Average Earnings" shall be computed as provided in Section 6.10.

6.5. Determination of Earnings Following Transfer to Contiguous Non-Covered Service. Except as provided in Section 6.20 for transfers occurring on or after January 1, 2008, for purposes of determining a Participant's Final Three Year Average Earnings, earnings paid to an individual who transfers directly from employment in Covered Service with a Company or predecessor Company to employment in Contiguous Non-Covered Service with an Affiliated Company with respect to the Company, or who transfers directly from employment in Covered Service with a Company to employment in non-covered service with an entity described in

Subsection 2.21.2., 2.21.4. or 2.21.6. shall be taken into account to the extent such earnings are attributable to employment with the Affiliated Company or Subsection 2.21.2., 2.21.4. or 2.21.6. entity, as applicable, subsequent to the transfer from employment in Covered Service. This Section 6.5. applies to such transfers occurring on or prior to September 24, 1998 and on and after, October 1, 1999.

6.6. Early Retirement Benefits.

6.6.1. If a Participant elects to retire at an Early Retirement Date as described in Section 5.2, his retirement benefits shall be determined in the same manner as the normal retirement benefit payable on his Normal Retirement Date, but shall be based on his Credited Service at his Early Retirement Date provided that a Participant who is age fifty-four (54) on his Severance Date but eligible for an Early Retirement Benefit under Section 5.2.1 shall have his Credited Service determined as of his Severance Date.

6.6.2. If a Participant incurs a Severance on or after the date he becomes eligible to elect to commence early retirement benefits, the amount of a Participant's retirement benefits payable on an Early Retirement Date shall be adjusted by reason of the early commencement of the benefits by reducing such benefits in accordance with the table set forth below, except that if the Participant's Early Retirement Date does not occur on his birthday, the applicable percentage shall be determined on a pro rata basis.

<u>Age at Commencement of Benefits</u>	<u>Percentage Payable</u>
65	100%
64	100%
63	100%
62	100%
61	97%
60	94%
59	91%
58	88%
57	85%
56	82%
55	79%

6.6.3. A Participant who incurs a Severance after he acquires a Vested Right, and who coincidentally with such Severance accepts employment with a replacement or successor DOE-ID contractor that assumes all or a portion of the work of any Company, shall not be permitted to receive retirement benefits from the Plan during his period of employment with such replacement or successor DOE-ID contractor. However, upon separation from service with the replacement or successor DOE-ID contractor, the Participant shall be eligible to receive early retirement benefits on an Early Retirement Date in accordance with this Section 6.6. to the same extent as if he had been an Employee of the Company during his period of employment with the replacement or successor DOE-ID contractor, but calculated based upon his Credited Service and Vested Interest in his retirement benefits as of his Severance Date.

6.6.4. A Participant who is transferred directly from Covered Service with a Company or a predecessor Company to Contiguous Non-Covered Service with an Affiliated Company with respect to such Company on or before September 24, 1998 subsequently shall be eligible to elect early retirement benefits under this Section 6.6. to the same extent as if he were employed by the Company when he subsequently incurs a Severance. A Participant who is transferred directly from Covered Service with a Company or a predecessor Company to Contiguous Non-Covered Service with an Affiliated Company with respect to such Company, or directly to non-Covered Service with an entity described in Subsection 2.21.2., 2.21.4., 2.21.6. or 2.21.8. on or before September 24, 1998 or on or after October 1, 1999 subsequently shall be eligible to elect early retirement benefits under this Section 6.6. to the same extent as if he or she were employed by the Company when he or she subsequently incurs a severance from employment, provided he or she has been continuously employed by an entity within the same Controlled Group as such Company or the entity described in Subsection 2.21.2., 2.21.4., 2.21.6. or 2.21.8., as applicable, until the Participant attains his or her Early Retirement Date.

6.6.5. In the case of a Participant who is a firefighter and who ceased to be employed by DOE-ID to become an Employee of the Company during 1993, such Participant's retirement benefit at his Early Retirement Date shall be computed as follows, provided such Participant continues employment with the Idaho National Laboratory fire department and is never covered under a collective bargaining agreement.

6.6.5.1. If such Participant has attained at least age fifty (50) as of his Early Retirement Date and completed at least thirty (30) Years of Vesting Service, benefits shall be calculated without regard to the reduction for the early commencement of benefits provided in Subsection 6.6.2. above; or

6.6.5.2. If such Participant has attained at least age fifty (50) and completed at least five (5) but less than thirty (30) Years of Vesting Service as of his Early Retirement Date, benefits shall be reduced by three percent (3%) for each Year of Vesting Service less than thirty (30) or for each year of attained age less than age sixty-two (62) (but not below age fifty (50)), whichever is the lesser reduction.

6.6.6. In the case of a Participant who is a member of the fire department at the Idaho National Laboratory, and is or was covered under the Paper, Allied-Industrial, Chemical & Energy Workers International Union, Local 8-0652 (Firefighters) Working Agreement, such Participant's retirement benefit at his or her Early Retirement Date shall be computed as follows, provided such Participant does not voluntarily move to another organization within the Company.

6.6.6.1. If such Participant has completed at least twenty-five (25) Years of Vesting Service (thirty (30) Years of Vesting Service with respect to a Severance occurring prior to November 3, 2000), benefits shall be calculated without regard to the reduction for early commencement of benefits provided in Subsection 6.6.2. above regardless of the Participant's attained age; or

6.6.6.2. If such Participant has attained at least age fifty-five (55) and completed at least five (5) but not twenty-five (25) Years of Vesting Service (thirty (30)

Years of Vesting Service with respect to a Severance occurring prior to November 3, 2000), benefits shall be reduced by three percent (3%) for each Year of Vesting Service less than twenty-five (25) (thirty (30) in connection with a Severance occurring prior to November 3, 2000) or for each year of attained age less than age sixty-two (62) (but not below age fifty-five (55)), whichever is the lesser reduction.

6.6.7. In the case of a Participant who is employed on the security force, is covered under the collective bargaining agreement among BEA, Security, Police, and Fire Professionals of America (International Union) and Security, Police and Fire Professionals of America (Local 3) effective through August 28, 2005 and has met the physical fitness and firearm qualification standards contained in such collective bargaining agreement for not less than ten (10) years, such Participant's retirement benefit at his or her Early Retirement Date shall be computed as follows, provided such Participant does not voluntarily move to another organization within the Company.

6.6.7.1. If such Participant incurs a Severance on or after May 28, 2000 and has completed at least twenty-five (25) Years of Vesting Service, benefits shall be calculated without regard to the reduction for early commencement of benefits provided in Subsection 6.6.2. above regardless of the Participant's attained age; or

6.6.7.2. If such Participant has attained at least age fifty-five (55) and completed at least five (5), but not twenty-five (25) Years of Vesting Service, benefits shall be reduced by three percent (3%) for each Year of Vesting Service less than twenty-five (25) or for each year of attained age less than age sixty-two (62) (but not below age fifty-five (55)), whichever is the lesser reduction.

6.6.8. In the case of a Participant who (i) is classified as an exempt employee, (ii) is employed on the Company's security force, (iii) is not covered under the collective bargaining agreement among BEA, Security, Police, and Fire Professionals of America (International Union) and Security, Police and Fire Professionals of America (Local 3), and (iv) has met the physical fitness and firearm qualification standards contained in such collective bargaining agreement for not less than ten (10) years, then such Participant's retirement benefit at his or her Early Retirement Date shall be computed as follows, provided such Participant does not voluntarily move to another organization within the Company.

6.6.8.1. If such Participant incurs a Severance on or after September 1, 2003 and has completed at least twenty-five (25) Years of Vesting Service, benefits shall be calculated without regard to the reduction for early commencement of benefits provided in Subsection 6.6.2. above regardless of the Participant's attained age; or

6.6.8.2. If such Participant has attained at least age fifty-five (55) and has completed at least five (5), but not twenty-five (25) Years of Vesting Service, benefits shall be reduced by three percent (3%) for each Year of Vesting Service less than twenty-five (25) or for each year of attained age less than age sixty-two (62) (but not below age fifty-five (55)), whichever is the lesser reduction.

6.7. Late Retirement Benefits. In the event a Participant remains employed by the Company beyond his Normal Retirement Age, the retirement benefits payable to him at his Late Retirement Date shall be determined in accordance with the provisions of this Section 6.7.

6.7.1. Credited Service after Normal Retirement Date shall be taken into account to the extent provided below:

6.7.1.1. In the case of a Participant who is not credited with an Hour of Service after September 30, 1987, such Participant's Credited Service completed after his Normal Retirement Age shall not be taken into account in determining the amount of benefits payable to him at his Late Retirement Date.

6.7.1.2. In the case of a Participant who is credited with an Hour of Service on or after October 1, 1987, for purposes of determining the amount of benefit payable to him at his Late Retirement Date, such Participant shall receive credit for Credited Service after Normal Retirement Age for the Plan Year commencing on October 1, 1987 only, unless Subsection 6.7.1.3. below applies.

6.7.1.3. In the case of a Participant who is credited with an Hour of Service on or after October 1, 1988, such Participant shall receive credit for his Credited Service after Normal Retirement Age for purposes of determining the amount of benefit payable to him at his Late Retirement Date.

6.7.2. In the case of a Participant who remains employed by the Company beyond Normal Retirement Age, if the suspension of benefits notice required under ERISA Section 203 and Section 6.9. is given to the Participant during the first calendar month after the Participant attains Normal Retirement Age, the portion of the Participant's retirement benefit attributable to Participant contributions shall be Actuarially Increased to reflect the delayed commencement of payments, but not the portion attributable to Company Contributions, except to the extent required under Subsection 7.3.4. relating to employment beyond age seventy and one-half (70-1/2).

6.7.3. In the case of a Participant who remains employed by the Company beyond Normal Retirement Age, if the suspension of benefits notice required under ERISA Section 203 and Section 6.9. is not given to the Participant during the first calendar month after the Participant attains Normal Retirement Age, the Participant's retirement benefits shall be increased to reflect the delayed commencement of payments. The increase for any Plan Year that commences after the Participant's Normal Retirement Date shall be equal to the greater of the Participant's normal retirement benefit payable at Normal Retirement Date Actuarially Increased from the last day of the prior Plan Year (taking into account previous actuarial adjustments) or the Participant's normal retirement benefit increased for Credited Service after Normal Retirement Age in accordance with the provisions of Subsection 6.7.1.1. above.

6.8. Deferred Vested Benefits. A Participant who incurs a Severance after he has acquired a Vested Right, but before he is eligible to retire on an Early Retirement Date, may elect to have his benefits commence on any of the following dates:

6.8.1. The first day of any month that (i) coincides with or follows the date he becomes eligible to commence benefits on an Early Retirement Date and (ii) is prior to his Normal Retirement Date. In this case the amount of the Participant's early retirement benefit shall be the Actuarial Equivalent of the benefit he would receive at his Normal Retirement Date; the percentage reductions specified in Section 6.6. shall not apply.

6.8.2. The first day of any month that coincides with or follows his Normal Retirement Date and is prior to the December 31 of the calendar year in which he attains age seventy and one-half (70-1/2), in which case his benefits shall not be reduced.

6.9. Retirement Benefits Upon Reemployment.

6.9.1. In the event a Participant incurs a Severance and the Participant is reemployed by the Company (or an Affiliated Company with respect to such Company) after his Benefit Commencement Date but prior to the date he attains age seventy and one-half (70-1/2), payment of any retirement benefits shall be suspended as of the Participant's reemployment date, subject to the following rules of this Section 6.9.

6.9.2. The Participant's retirement benefit shall not be suspended for any month unless the Participant completes forty (40) or more Hours of Service that month, determined under the rules of Subsection 2.36.

6.9.3. The Participant shall be notified by personal delivery or first class mail during the first calendar month in which his benefits are suspended because of reemployment.

6.9.4. If the Participant has attained Normal Retirement Age, only the portion of the retirement benefits attributable to Company Contributions may be suspended. Payment of any portion attributable to Participant contributions shall continue.

6.9.5. A Participant whose retirement benefits are suspended under the rules of this Section 6.9. and who disputes the correctness of the suspension may submit a claim for those benefits pursuant to the claims procedure set forth in Article 18.

6.9.6. Effective only for Plan Years commencing prior to October 1, 1988, in the event that a Participant continues to be employed past his Normal Retirement Age, no benefits under this Plan will be paid to the Participant because of such continued employment, provided that this suspension of benefits to the Participant is subject to the preceding rules of this Section 6.9. (except for the requirement that the Participant's employment must have ceased and he be subsequently reemployed).

6.9.7. For Plan Years commencing on and after October 1, 1988, a Participant shall be eligible to earn Credited Service for periods of employment after he attains Normal Retirement Age. Such a Participant's benefits for periods of employment after he attains Normal Retirement Age shall be determined in accordance with the provisions of Section 6.7. and the preceding rules of this Section 6.9. shall apply.

6.9.8. The amount and form of the portion of the Participant's retirement benefit attributable to periods of employment after reemployment and payable at the

Participant's subsequent retirement (after his reemployment) shall be determined by applying the provisions of this Plan in effect as of such subsequent retirement date.

6.9.8.1. The portion of the Participant's retirement benefits that were suspended upon reemployment shall resume in the same form of payment and in the same amount upon subsequent retirement, except that any prior reduction for early commencement shall be adjusted to reflect the attained age of the Participant when payments resume.

6.9.8.2. The form of any additional retirement benefits payable upon subsequent retirement due to additional Credited Service and Earnings after reemployment shall be in accordance with Article 7.

6.9.9. Notwithstanding anything to the contrary, the retirement benefit of a Participant shall not be suspended upon reemployment pursuant to this Section 6.9 if the Participant is not eligible to participate in this Plan upon such reemployment.

6.10. Effect of Break in Service Upon Benefit Computations. In the case of an Employee who incurs a Break in Service, upon reemployment as an Eligible Employee, his retirement benefits shall be computed separately with respect to his period of participation prior to the Break in Service and following the Break in Service, as follows:

6.10.1. Years of Credited Service and increases or decreases in Earnings after a Reemployment Commencement Date shall not be taken into account so as to increase or reduce the benefits earned prior to the Break in Service;

6.10.2. Years of Credited Service and Earnings prior to a Break in Service shall not be taken into account so as to increase or reduce the benefits earned after a Reemployment Commencement Date;

6.10.3. If the Break in Service is incurred after September 1, 1980, benefits attributable to periods of participation after such Break shall be determined solely in accordance with Section 6.4.; and

6.10.4. If the Break in Service is incurred prior to September 1, 1980, benefits attributable to periods of participation prior to such Break shall not be calculated in accordance with Section 6.4.

6.11. Window Period Benefits (1987). In the case of a Participant who is at least age fifty-nine (59) and elects to retire from current employment (or while on a Leave of Absence) during the period from June 1, 1986 to July 31, 1986 or the period from April 1, 1987 to June 30, 1987, his benefits shall be computed:

6.11.1. By increasing the number of his years of Credited Service by three (3);

6.11.2. Without regard to the reduction for the early commencement of benefits provided in Subsection 6.6.2.; and

6.11.3. Without regard to the rule of Subsection 6.6.4.

6.12. Rockwell Window Period Benefit (1989). In the case of a Participant who is an Employee of Rockwell-INEL, who has attained age fifty-five (55) on or before July 1, 1989, who elects to retire from current employment during the period from April 20, 1989 to July 1, 1989, and whose termination from the Company is complete on or before September 30, 1989, his benefits shall be computed:

6.12.1. By increasing the number of his years of Credited Service by three (3);

6.12.2. Without regard to the rule of Subsection 6.6.4.; and

6.12.3. If the Participant had attained age fifty-nine (59), without regard to the reduction for early commencement of benefits provided in Subsection 6.6.2.

6.13. Cost of Living Adjustments (1992). Subject to the limitations of Article 14., in the case of a Participant who is currently receiving retirement benefits, such retirement benefits shall be adjusted for cost-of-living increases, effective as of October 1, 1992, as follows:

6.13.1. In the case of a Participant whose Benefit Commencement Date was prior to September 1, 1975, the amount of such Participant's retirement benefit shall be increased by one hundred percent (100%);

6.13.2. In the case of a Participant whose Benefit Commencement Date was on or after September 1, 1975 and prior to September 1, 1980, the amount of such Participant's retirement benefit shall be increased by fifty percent (50%); and

6.13.3. Effective as of October, 1999, in the case of Participants whose Benefit Commencement Date was on or after September 1, 1980 and prior to May 31, 1986, the amount of such Participant's retirement benefit shall be increased by twelve percent (12%).

6.14. Protection Technology Idaho, Inc. Window Benefit (1994). In the case of a Participant who is an Employee of Protection Technology Idaho, Inc., who has attained age fifty-two (52) on or before February 3, 1994, and is otherwise eligible to retire, if such Participant elects to retire from current employment during the period from February 3, 1994 to June 3, 1994, his retirement benefits shall be computed:

6.14.1. By increasing the number of his years of Credited Service by three (3);
and

6.14.2. By increasing his attained age by three (3) years for purposes of the reduction for the early commencement of benefits only.

6.15. LITCO, CEES-Idaho Window Benefit (1994, 1995). In the case of a Participant who is an Employee of LITCO or CEES-Idaho, who has attained age fifty-five (55) on or before January 31, 1995 and is otherwise eligible to retire, if such Participant elects to retire from current employment during the period November 21, 1994 to January 27, 1995 or February 17, 1995 to February 24, 1995, his retirement benefit shall be computed:

6.15.1. By increasing the number of years of Credited Service by three (3);
and

6.15.2. By increasing his attained age by three (3) years for purposes of the reduction for the early commencement of benefits only.

6.16. Workforce Restructuring Program (2001). In the case of a Participant who is employed by BBWI and will be at least age fifty-five (55) as of September 30, 2002, has not less than five (5) Years of Vesting Service as of June 25, 2001, and elects to retire from current employment during the period from May 5, 2001 through June 18, 2001, his or her benefits shall be computed:

6.16.1. By increasing the number of his years of Credited service by three (3);

6.16.2. By increasing the Participant's attained age by three (3) years for purposes of the reduction for the early commencement of benefits only; and

6.16.3. Without regard to the rule of Subsection 6.6.4.

6.17. Adjustment of Retirement Benefits of Participants Subject to the Limitations on Earnings under Code Section 401(a)(17). To the extent required under Code Section 401(a)(17), if a Participant is a Code Section 401(a)(17) Participant, the Participant's retirement benefit determined under this Article 6. shall be adjusted using the extended wear-away formula described in Treasury Regulation Section 1.401(a)(4)-13(c)(4)(iii) in accordance with this Section 6.17. Under the extended wear-away formula, each Code Section 401(a)(17) Participant's retirement benefit shall be adjusted to be the greater of:

6.17.1. The sum of the Participant's Frozen Accrued Benefit as of his Latest Fresh-Start Date taking into account only Credited Service and Earnings for periods through such date, plus the Participant's retirement benefit determined after such Latest Fresh-Start Date taking into account only Credited Service and Earnings for periods after that date, or

6.17.2. The Participant's retirement benefit determined as if all years of the Participant's Earnings (before and after the Latest Fresh-Start Date) taken into account under this Article 6., were subject to the dollar limitation set forth in Subsection 2.28.6. that is applicable to the Plan Year in which such determination is made.

6.17.3. For purposes of this Section 6.17., the following definitions shall apply:

6.17.3.1. "Code Section 401(a)(17) Participant" shall mean either:

6.17.3.1.1. a Participant who has accrued a retirement benefit under this Plan as of September 30, 1989 (the "TRA '86 Fresh-Start Date"), if such Participant's Earnings taken into account under this Article 6., determined as of the TRA '86 Fresh-Start Date, took into account a total of Earnings for any Plan Year in excess of the two hundred thousand dollars (\$200,000) limitation under Subsection 2.28.6., or

6.17.3.1.2. a Participant who has accrued a retirement benefit under this Plan as of September 30, 1994 (the "OBRA '93 Fresh-Start Date"), if such Participant's Earnings taken into account under this Article 6., determined as of the OBRA '93 Fresh-Start Date, took into account a total of Earnings for any Plan Year in excess of the one hundred fifty thousand (\$150,000) limitation under Subsection 2.28.6.

6.17.3.2. "Frozen Accrued Benefit" for a Code Section 401(a)(17) Participant shall mean either:

6.17.3.2.1. the Participant's retirement benefit determined under this Article 6. as of the TRA '86 Fresh-Start Date (the "TRA '86 Frozen Accrued Benefit") as if the Participant terminated employment with all Companies and Affiliated Companies as of the TRA '86 Fresh-Start Date (or the date of actual termination of employment if earlier), or

6.17.3.2.2. the Participant's retirement benefit determined under this Article 6. as of the OBRA '93 Fresh-Start Date (the "OBRA '93 Frozen Accrued Benefit") as if the Participant terminated employment with all Companies and Affiliated Companies as of the OBRA '93 Fresh-Start Date (or the date of actual termination of employment if earlier).

6.17.3.3. "Latest Fresh-Start Date" for a Code Section 401(a)(17) Participant shall mean either:

6.17.3.3.1. the TRA' 86 Fresh-Start Date for purposes of the determination of the Participant's TRA '86 Frozen Accrued Benefit, or

6.17.3.3.2. the OBRA '93 Fresh-Start Date for purposes of the determination of the Participant's OBRA '93 Frozen Accrued Benefit, whichever shall occur later, but in no event a date after the commencement of benefit payments with respect to such Participant.

Notwithstanding the above, for Plan Years beginning on and after October 1, 2002, a Participant's retirement benefit will be determined as if all years of the Participant's Earnings (before and after the Latest Fresh-Start Date) taken into account under this Article 6., were subject to the dollar limitation set forth in Section 2.28. that is applicable to the Plan Year in which such determination is made, provided that in no event shall such benefit be less than the amount determined under Subsection 6.17.1. or 6.17.2.

6.18. Transfer of Benefits to Plan of Affiliated Company. In accordance with rules and procedures established by the Committee, in the case of a Participant whose employment is transferred after September 24, 1998 and before October 1, 1999, the portion of the Plan's assets and liabilities attributable to such Participant's retirement benefits may be transferred to a qualified defined benefit plan sponsored by such Affiliated Company (the "Transferee Plan") as of the valuation date following the date of the Participant's transfer of employment. Any asset transfer shall be in a cash lump sum.

6.18.1. If a Participant's retirement benefits are to be transferred from this Plan to a Transferee Plan after September 24, 1998 and before October 1, 1999, for purposes of determining assets and liabilities attributable to such benefits that are to be transferred to such Transferee Plan, and the cash lump sum amount of the transfer of assets, the Actuarial Basis shall be the interest and mortality assumptions utilized in the most recent actuarial funding valuation for this Plan.

6.18.2. In no event shall the Participant's retirement benefits determined under the Transferee Plan after the transfer to such Transferee Plan of the portion of this Plan's assets and liabilities attributable to such benefits be less than the Participant's retirement benefits under this Plan as determined prior to the transfer, nor shall the amount of this Plan's assets and liabilities transferred to the Transferee Plan in accordance with this Section 6.18. be less than the amount required under Code Section 414(l).

6.18.3. Upon transfer to the Transferee Plan of the portion of this Plan's assets and liabilities attributable to the transferred Participant's benefits, this Plan shall have no further liability to such transferred Participant for payment of any retirement benefits.

6.19. Transfer of Benefits from Plan of Affiliated Company. In accordance with rules and procedures established by the Committee, if an individual whose employment with an Affiliated Company with respect to a Company is transferred after September 24, 1998 and before October 1, 1999 to Covered Service with such Company, and if such individual was covered under a qualified defined benefit plan sponsored by such Affiliated Company (the "Transferor Plan") prior to the transfer of employment, the portion of the Transferor Plan's assets and liabilities attributable to such individual's retirement benefits may be transferred to this Plan as of the valuation date following the date of the Participant's transfer of employment. Any asset transfer shall be in a cash lump sum.

6.19.1. Upon transfer to this Plan of the portion of the Transferor Plan's assets and liabilities attributable to the transferred individual's benefits under the Transferor Plan, all service previously credited to the transferred individual under the Transferor Plan for eligibility and vesting purposes shall be credited under this Plan for purposes of determining the Participant's Year of Eligibility Service and Years of Vesting Service, and all years of participation in the Transferor Plan shall be treated as Credited Service under this Plan.

6.19.2. A Participant's earnings under the Transferor Plan shall be treated as Earnings under this Plan.

6.19.3. In no event shall the Participant's retirement benefits determined under this Plan after the transfer to this Plan of the portion of the Transferor Plan's assets and liabilities attributable to such benefits be less than the Participant's retirement benefits determined under the Transferor Plan prior to the transfer of assets and liabilities to this Plan, nor shall the amount of the Transferor Plan's assets and liabilities transferred to this Plan in accordance with this Section 6.19. be less than the amount required under Code Section 414(l).

6.19.4. To the extent required by Code Section 411(d)(6) and as determined by the Committee, in no event shall protected benefits of the Participant transferred to this Plan from the Transferor Plan be eliminated or reduced following the transfer.

6.20. Transfer of Affected Participants on or after January 1, 2008. Effective as of December 31, 2007, notwithstanding any other provision of the Plan to the contrary, the following provisions of this Section 6.20 shall be applicable to only an Affected Participant (as defined in Subsection 6.20.1. below).

6.20.1. An Affected Participant is an Active Participant (i) who is actively employed by a Plan Sponsor in Covered Service on December 31, 2007; and (ii) who transfers directly from employment in Covered Service with a Plan Sponsor to employment in non-Covered Service with an Affiliated Company or to employment in non-Covered Service with an entity described in Subsection 2.21.2., 2.21.4., 2.21.6. or 2.21.8. on or after January 1, 2008 (referred to as a "Transfer").

6.20.2. Any period of non-Covered Service that immediately precedes or follows the Transfer shall be deemed to be non-Contiguous Non-Covered Service consistent with Department of Labor Regulations Section 2530.210(c)(3)(iv)(B). Except as otherwise provided in this Section 6.20, such deemed non-Contiguous Non-Covered Service shall be disregarded for purposes of applying the provisions of the following: (i) Section 2.24, Credited Service; (ii) Section 2.28, Earnings; (iii) Section 2.36, Hour of Service; (iv) Section 2.42, Leave of Absence; (v) Section 2.63, Severance; (vi) Section 2.73, Year of Vesting Service; (vii) Section 5.2, Early Retirement Date; (viii) Section 6.3, Final Five Year Average Earnings; (ix) Section 6.4, Final Three Year Average Earnings Formula; (x) Section 6.6, Early Retirement Benefits; and (xi) Section 10.2, Vesting, provided that service with an Affiliated Company shall be counted for purposes of vesting to the extent required by law.

6.20.3. Service performed by an Affected Participant after such Participant's Transfer on or after January 1, 2008 shall not be taken into account for purposes of Credited Service under Section 2.24.

6.20.4. No earnings paid to an Affected Participant after a Transfer on or after January 1, 2008 shall be taken into account for purposes of determining the Affected Participant's "Earnings" under Section 2.28, "Final Five Year Average Earnings" under Section 6.3, or "Final Three Year Average Earnings" under Section 6.4.

6.20.5. Notwithstanding any provision of this Section 6.20 to the contrary, the amount of an Affected Participant's retirement benefit under Section 6.1 shall be the greater of (i) his retirement benefit that had accrued under the Plan as of December 31, 2007 under the benefit formula of the Plan as in effect on such date, based on his years of Credited Service and Final Average Earnings determined as of December 31, 2007, without consideration of the Affected Participant's service or earnings on or after the Transfer; and (ii) his retirement benefit that is accrued under the new benefit formula, which is described in this Section 6.20 and is effective as of January 1, 2008, based on his years of Credited Service and Final Average Earnings determined as of the date of his Transfer, without consideration of the Affected Participant's service or earnings on or after the Transfer.

6.20.6. Service performed by an Affected Participant on or after such Participant's Transfer on or after January 1, 2008 shall be taken into account for purposes of determining Years of Vesting Service under Section 2.73 as follows:

6.20.6.1. In the event that an Affected Participant has three (3) or more Years of Vesting Service as of December 31, 2007, such Participant's service after such Participant's Transfer shall be counted as Years of Vesting Service under Section 2.73 for purposes of determining whether the Affected Participant's retirement benefits attributable to Company Contributions are one hundred percent (100%) vested under Section 10.2.

6.20.6.2. In the event that an Affected Participant has less than three (3) Years of Vesting Service as of December 31, 2007, such Participant's service on or after such Participant's Transfer shall not be counted as Years of Vesting Service under Section 2.73 for purposes of determining whether the Affected Participant's accrued benefits attributable to Company Contributions as of December 31, 2007 are one hundred percent (100%) vested under Section 10.2 if such Transfer is to an entity which is not an Affiliated Company, but shall be counted if the Transfer is to an Affiliated Company.

6.20.7. Service performed by an Affected Participant on or after such Participant's Transfer on or after January 1, 2008 shall not be disregarded for purposes of calculating the amount of such Participant's early retirement benefits concerning eligibility for an early retirement subsidy under Section 6.6 with respect to such Participant's retirement benefits that had accrued as of December 31, 2007 under the benefit formula of the Plan as in effect on such date, based on his years of Credited Service and Final Average Earnings determined as of December 31, 2007, without consideration of the Affected Participant's service or earnings on or after the Transfer. Service performed by an Affected Participant on or after such Participant's Transfer on or after January 1, 2008 shall be disregarded for purposes of calculating the amount of such Participant's early retirement benefits concerning eligibility for an early retirement subsidy under Section 6.6 with respect to such Participant's retirement benefits that accrue on or after January 1, 2008, but before the Participant's Transfer.

6.20.8. An Affected Participant who incurs a Transfer and therefore becomes ineligible to be an Active Participant shall continue as a Participant and shall not be eligible to elect payment of his Vested Interest in his retirement benefit solely because he is no longer performing Covered Service.

6.20.9. An Affected Participant who incurs a Transfer on or after January 1, 2008 shall not be deemed to have incurred a Severance under Section 2.63 as the result of that Transfer.

6.21. Freeze of Benefit Accruals for Certain BBWI Participants. The accrued benefit of each Participant employed by BBWI who is a Highly Compensated Employee as of June 30, 2009 shall be frozen as of June 30, 2009 and shall not thereafter be eligible for future accrual of benefits under the Plan. If a Participant who is employed by BBWI becomes a Highly Compensated Employee after June 30, 2009, his accrued benefit shall be frozen as of the last day of the Plan Year preceding the Plan Year in which he is first determined by the Plan

Administrator to be a Highly Compensated Employee of BBWI and such Participant shall not thereafter be eligible for future accrual of benefits under the Plan.

6.21.1. If a Highly Compensated Employee whose benefit is frozen under this Section 6.21 separates from service with BBWI and is thereafter employed by (or is on authorized leave of absence from) another Plan Sponsor, whether or not such Highly Compensated Employee would otherwise be an Eligible Employee after reemployment, such Employee shall not accrue additional benefits under the Plan even if he is a non-Highly Compensated Employee of the new employer.

6.21.2. If a Participant who is not a Highly Compensated Employee transfers employment from another Plan Sponsor to BBWI after June 30, 2009, and remains an Eligible Employee after such transfer, such Participant shall continue to accrue benefits under the Plan through the last day of the Plan Year immediately preceding the Plan Year in which the Participant is first classified as a Highly Compensated Employee of BBWI, as of which time his accrued benefit shall be frozen. If the Participant is a Highly Compensated Employee of the other Plan Sponsor at the time of the transfer to BBWI, his accrued benefit shall be frozen as of the date he has a severance from employment with the other Plan Sponsor and such Participant shall not thereafter accrue additional Plan benefits.

6.21.3. Effective as of October 1, 2011, this Section 6.21 shall apply to a Participant who is a Highly Compensated Employee of ITG the same as if he or she was a Highly Compensated Employee of BBWI.

6.22. Funding Based Limits On Benefits And Benefit Accruals Under Code Section 436 For Plan Years Beginning On Or After October 1, 2008. Because the Plan is a multiple employer plan, the following provisions shall be applied as if each Plan Sponsor's portion of the Plan were a separate plan as determined by the annual actuarial valuation.

6.22.1. Funding Percentage Less Than Sixty Percent. In any case in which the Plan's "adjusted funding target attainment percentage" ("AFTAP") as defined in Code Section 436(j) for a Plan Year is less than sixty percent (60%), the Plan shall not pay, and a Participant may not elect, to receive any "prohibited payment" ("Prohibited Payment") as defined in Code Section 436(d)(5), after the valuation date for such Plan Year. If the Plan's AFTAP for a Plan Year is less than sixty percent (60%), benefit accruals under the Plan shall cease as of the valuation date for such Plan Year unless an exemption to the limitation on benefit accruals applies under Code Section 436(e)(2).

6.22.2. Bankruptcy. During any period in which the Plan Sponsor is a debtor in a case under Title 11 of the U.S. Code or similar Federal or State law, the Plan may not pay any Prohibited Payment. The preceding sentence will not apply on or after the date on which the enrolled actuary of the Plan certifies that the AFTAP is at least one hundred percent (100%).

6.22.3. Funding Percentage at Least Sixty Percent but Less Than Eighty Percent. In any case in which the Plan's AFTAP for a Plan Year is at least sixty percent (60%) but less than eighty percent (80%), the Plan may not pay, and a Participant may not elect to receive, any Prohibited Payment, including a withdrawal of Participant Mandatory Contributions

or a lump sum in excess of the amount permitted in Code Section 436(d)(3)(A), after the valuation date for such Plan Year with respect to an annuity starting date after the date the limitations in Code Section 436(d) become effective, to the extent the amount of the payment exceeds the lesser of:

6.22.3.1. fifty percent (50%) of the amount which could be paid without regard to the restrictions in Code Section 436; or

6.22.3.2. the present value (determined under guidance prescribed by the Pension Benefit Guaranty Corporation, using the interest and mortality assumptions under Code Section 417(e)), of the maximum guarantee with respect to the Participant under ERISA Section 4022.

6.22.4. Only one (1) Prohibited Payment meeting the requirements of Subsection 6.22.3 may be made with respect to any Participant during any period of consecutive Plan Years to which the limitations under Subsections 6.22.1 and 6.22.2 applies. For purposes of Subsection 6.22.3, a Participant and any Beneficiary or Alternate Payee of such Participant shall be treated as one (1) Participant. For purposes of this Subsection 6.22.3, the allocation of an Accrued Benefit of a Participant and an Alternate Payee shall be made in the same manner as the Accrued Benefit is allocated under the Qualified Domestic Relations Order unless such Qualified Domestic Relations Order provides otherwise.

6.22.5. Any restricted portion of the Accrued Benefit determined under this Section 6.22 shall be made available in the form of an immediate annuity that is permitted under Code Section 436(d) or deferred until the restrictions in this Section 6.22 no longer apply, provided that an election to defer shall not be to a date later than the required commencement date under Code Section 401(a)(9). If the restricted portion is deferred, the Participant may elect to receive the deferred portion under any form permitted as of the date the deferred payments commence.

6.22.6. Funding Based Limitation on Shutdown Benefits and Other Unpredictable Contingent Event Benefits. If a Participant is entitled to a benefit payment due to an “unpredictable contingent event” as defined in Code Section 436(b)(3) with respect to any such event occurring during any Plan Year, such benefit may not be provided if the AFTAP for such Plan Year is:

6.22.6.1. less than sixty percent (60%); or

6.22.6.2. would be less than sixty percent (60%) taking into account such occurrence.

The restrictions in this Subsection 6.22.6 shall cease to apply with respect to any Plan Year effective as of the first day of such Plan Year to the extent permitted under Code Section 436(b)(2).

6.22.7. Plan Amendments. No amendment to the Plan increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual or changing the rate at which benefits become nonforfeitable may take effect

during any Plan Year if the AFTAP for such Plan Year is less than eighty percent (80%) or would be less than eighty percent (80%) taking into account such amendment, unless an exception to this limitation applies under Code Section 436(c)(2) or (3). The restriction on Plan amendments which increase Plan liabilities shall also apply to the extent required by Code Section 412(c)(4).

6.22.8. Determination of Application of Code Section 436. In determining whether the restrictions of Code Section 436 apply at any time to the Plan and Plan benefits, the Plan's AFTAP shall be determined for each Plan Sponsor separately and in accordance with Code Section 436 and the regulations thereunder, including rules relating to contributions to avoid benefit limitations and restrictions.

6.22.9. Operation of Plan After Period Where Code Section 436 Restrictions Apply. Plan benefit payments and benefit accruals which were restricted under Code Section 436 will automatically resume effective as of the day following the close of the period for which any limitation on benefit payments or accruals under Code Section 436 applies unless the Plan is amended to provide otherwise. Nothing herein shall be construed as affecting the Plan's treatment of benefits which would have been paid or accrued but for the application of Code Section 436.

ARTICLE 7.

PAYMENT OF BENEFITS

7.1. Retirement.

7.1.1. Subject to the provisions of Subsection 7.1.2. below, a Participant who incurs a Severance on his Retirement Date shall be entitled to payment of his Vested Interest in accordance with this Article 7. commencing on his Retirement Date or on the first day of any month following his Retirement Date.

7.1.2. In the case of a Participant who incurs a Severance on his Early Retirement Date, any election by the Participant to receive payment of his Vested Interest on or commencing on such Early Retirement Date shall be a Qualified Election, to the extent required under Code Section 417.

7.1.3. Subject to Section 7.3. below, no benefits shall be payable under this Plan until the Participant has filed an application for benefits in accordance with the procedure provided in Article 18.

7.2. **Severance Prior to Retirement Date.** If a Participant with a Vested Interest incurs a Severance prior to his Retirement Date for any reason other than his death, the Participant shall be entitled to payment of his Vested Interest in accordance with this Article 7. commencing on such Participant's Normal Retirement Date, subject to the following provisions of this Section 7.2.

7.2.1. The Participant may make a written election to defer payment to not later than the December 31 of the year he attains age seventy and one-half (70-1/2).

7.2.2. The Participant may make a Qualified Election to receive payment of his Vested Interest on or commencing on his Early Retirement Date, to the extent permissible under Code Section 417.

7.2.3. The Participant may make a Qualified Election to receive payment of his Accumulated Contributions With Interest following his Severance, as provided in Article 9.

7.2.4. If the Participant does not make a Qualified Election to receive payment of his Vested Interest prior to his Normal Retirement Date or a written election to defer payment until after his Normal Retirement Date, payment will be made or commence to be made on his Normal Retirement Date.

7.3. Commencement of Benefits.

7.3.1. Subject to the rules of this Section 7.3., payment of a Participant's Vested Interest shall be made or commence to be made not later than the sixtieth (60th) day after the close of the Plan Year in which occurs the later of:

7.3.1.1. The Participant's Normal Retirement Date; or

7.3.1.2. The Participant's Severance Date.

7.3.2. A Participant who incurs a Severance prior to attainment of age seventy and one-half (70-1/2) may make a written election to defer payment of his Vested Interest, or the commencement of payment, to not later than the December 31 of the year in which the Participant attains age seventy and one-half (70-1/2).

7.3.3. For purposes of the requirements of Code Section 401(a)(9), payment of the Vested Interest of each Participant shall be made or commence to be made not later than the later of the December 31 of the year in which the Participant attains age seventy and one-half (70-1/2) or the April 1 following the year in which such Participant incurs a Severance, except as follows:

7.3.3.1. The retirement benefit of a Participant who is a Five Percent (5%) Owner (as defined in Subsection 12.2.2.) shall be made or commence not later than the April 1 following the year in which the Participant attains age seventy and one-half (70-1/2), whether or not he has incurred a Severance.

7.3.3.2. In the case of a Participant who attains age seventy and one-half (70-1/2) on or after January 1, 1996, such Participant shall be entitled to elect to have his retirement benefits paid or commence prior to his Severance Date in any form permissible under Section 7.4. or 7.5. Such election to start benefits shall be irrevocable and the Participant's election of the form of payment shall apply to any additional benefits that accrue after benefits are paid or commence and become payable upon his Severance. Upon the Participant's Severance, the amount of the Participant's retirement benefits shall be recalculated. The Participant shall not be entitled to make a new election of the form of payment for such recalculated benefits.

7.3.4. In the case of a Participant who is entitled to commence benefits prior to Severance in accordance with Subsection 7.3.3.2., if such Participant elects to defer payment until after his Severance, the Participant's retirement benefits payable upon Severance shall be Actuarially Increased to take into account the greater of any additional benefits accrued after age seventy and one-half (70-1/2) or any period after age seventy and one-half (70-1/2) that the Participant was not receiving retirement benefits. This requirement for Actuarial Increase shall apply without regard to whether the notice of suspension of benefits is given under ERISA Section 203.

7.4. Normal Form of Retirement Benefits. Except as otherwise provided under Sections 7.5. and 7.7.,

7.4.1. in the case of a Participant who has a Spouse on his Benefit Commencement Date, his Vested Interest shall be paid in the form of a Qualified Joint and Survivor Annuity, and

7.4.2. in the case of a Participant who does not have a Spouse on his Benefit Commencement Date, his Vested Interest shall be paid in the form of a single life annuity.

7.5. Optional Annuity Form of Retirement Benefit for Married Participant.

Subject to the provisions of this Article 7. and the requirements of Code Section 401(a)(9), a Participant whose normal form of benefit is a Qualified Joint and Survivor Annuity (including a terminated Participant with a Vested Interest entitled to retirement benefits under Section 7.2.) may elect to receive his retirement benefit in either of the following optional forms:

7.5.1. A 100% Joint and Survivor Annuity, with reduced monthly payments to the Participant for his lifetime and one hundred percent (100%) of such monthly amount continued thereafter to the Participant's Spouse for the continued lifetime of the Spouse, which shall be the Actuarial Equivalent of a single life annuity for the life of the Participant; or

7.5.2. A single life annuity provided the Participant makes a Qualified Election during the applicable Election Period to waive the Qualified Joint and Survivor Annuity.

7.5.3. Effective for Plan Years beginning on or after October 1, 2008, a Qualified Optional Joint and Survivor Annuity.

If the Participant dies after his Benefit Commencement Date and before his entire Vested Interest is distributed, the method of distributing the remaining portion of such interest shall be at least as rapid as that in effect as of the date of his death.

7.6. Explanation of Qualified Joint and Survivor Annuity. At least thirty (30) days but not more than one hundred eighty (180) (ninety (90) prior to October 1, 2007) days before the Participant's Benefit Commencement Date (and consistent with regulations under Code Section 417(a)(3)(A)) the Committee shall furnish to each Participant a written explanation of:

7.6.1. the terms and conditions of the Qualified Joint and Survivor Annuity,

7.6.2. the Participant's right to make, and the effect of, a Qualified Election to waive the Qualified Joint and Survivor Annuity form of benefit,

7.6.3. the rights of the Participant's Spouse with respect to the Qualified Election,

7.6.4. the right to make, and the effect of, a revocation of a Qualified Election, and

7.6.5. a general description of the eligibility conditions and other features of the optional forms of benefit under the Plan and sufficient information to explain the relative values of these optional forms of benefits.

In the case of a Participant who does not have a Spouse on his Benefit Commencement Date, such Participant shall be furnished with a comparable explanation of the single life annuity in accordance with regulations under Code Section 417(a)(3)(A).

In accordance with regulations under Code Section 417(a), a Participant who has received the annuity explanation may waive the requirement that such explanation be given not

less than thirty (30) days prior to the Benefit Commencement Date by making an affirmative election to commence distribution, provided such distribution is not made prior to the expiration of the 7-day period that begins the day after the explanation is given.

7.7. Lump Sum Distributions. Notwithstanding the preceding provisions of this Article 7., a Participant's Vested Interest in his retirement benefit may be paid in a lump sum in accordance with the following provisions of this Section 7.7.

7.7.1. If the present value of the Participant's Vested Interest as of his Benefits Commencement Date does not exceed one thousand dollars (\$1,000), such Vested Interest shall be paid in a single lump sum as soon as administratively practicable following such Benefit Commencement Date, and the consent of the Participant or his Spouse shall not be required. If the present value of the Participant's Vested Interest as of his Benefits Commencement Date is at least one thousand dollars (\$1,000), but not more than five thousand dollars (\$5,000) (three thousand five hundred dollars (\$3,500) prior to October 1, 2006), and such Participant or such Participant's Beneficiary does not elect to receive a distribution, such Vested Interest will be automatically rolled over onto an individual retirement account designated by the Plan Administrator. However, no such lump sum distribution shall be paid after the Participant's Benefit Commencement Date, without regard to whether the Participant and his Spouse (or where the Participant has died, the surviving Spouse) consent in writing to such distribution.

7.7.2. If the present value of the Participant's Vested Interest exceeds five thousand dollars (\$5,000) (three thousand five hundred dollars (\$3,500) prior to October 1, 2006), the Participant (or where the Participant has died, the surviving Spouse) may make a Qualified Election during the Election Period to waive payment of the normal annuity form of benefit as provided under Section 7.4. or Subsection 8.1.1., and elect payment of all or part of the Participant's Vested Interest in a lump sum as provided below. A Participant (or where the Participant has died, the surviving Spouse) entitled to make a Qualified Election to receive immediate payment of all or part of the Participant's Vested Interest in a lump sum as provided below also shall be entitled to receive an immediate annuity in the normal form provided under Section 7.4. or Subsection 8.1.1., without regard to whether the Participant is otherwise entitled to commence benefits on an Early Retirement Date under this Article 7.

7.7.2.1. If the Participant (or where the Participant has died, the surviving Spouse) has previously elected payment of the Participant's Accumulated Contributions With Interest, if any, in a lump sum as provided in Section 9.1., and the Actuarial Equivalent of such Participant's Vested Interest in his retirement benefits attributable to Company Contributions only does not exceed ten thousand five hundred dollars (\$10,500), such Participant (or where the Participant has died, the surviving Spouse) may elect payment of such Vested Interest in a lump sum.

7.7.2.2. If the Participant (or where the Participant has died, the surviving Spouse) has not previously elected payment of the Participant's Accumulated Contributions With Interest, if any, in a lump sum as provided in Section 9.1., and the Actuarial Equivalent of such Participant's Vested Interest in his retirement benefits attributable to both Company Contributions and his Accumulated Contributions With Interest, if any, does not

exceed ten thousand five hundred dollars (\$10,500), such Participant (or where the Participant has died, the surviving Spouse) may elect payment of such Vested Interest in a lump sum.

7.7.3. The dollar limit applicable to mandatory distributions shall be determined without regard to any benefits payable to an alternate payee pursuant to a qualified domestic relations order.

7.7.4. For purposes of this Section 7.7., the present value of a Participant's Vested Interest shall be determined as of the date of distribution by using the Actuarial Basis according to Subsection 2.3.3.2. or Subsection 2.3.3.3., as appropriate.

7.8. Election for Direct Rollover to Eligible Retirement Plan.

7.8.1. To the extent required by Code Section 401(a)(31), a "distributee," as defined in Subsection 7.8.2.3. below, whose Plan benefit becomes payable in an "eligible rollover distribution," as defined in Subsection 7.8.2.1. below, shall be entitled to make a written election for a direct rollover, as defined in Subsection 7.8.2.4. below, of all or a portion of such distribution to an "eligible retirement plan," as defined in Subsection 7.8.2.2. below.

7.8.2. For purposes of this Section,

7.8.2.1. an "eligible rollover distribution" shall mean any distribution of all or any portion of a distributee's benefit, except that an eligible rollover distribution shall not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided, however, a portion of a distribution will not fail to be an eligible rollover distribution on or after January 1, 2002 merely because the portion consists of after-tax employee contributions not includible in gross income, and

7.8.2.2. an "eligible retirement plan" means, except as provided in this Subsection 7.8.2.2., an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. Effective with respect to distributions made on and after January 1, 2002, an eligible retirement plan also shall include an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, provided the plan agrees to separately account for amounts transferred into such plan from this Plan. Effective October 1, 2008, an "eligible retirement plan" shall also include a Roth IRA as described in Code Section 408A, provided that a Roth IRA maintained under Code Section 408A is an eligible retirement plan only in the case of a distribution to a Participant, his Spouse or alternate payee. For distributions prior to January 1, 2010, it shall be

the responsibility of the recipient of an eligible rollover distribution to determine if the recipient satisfies the limits on adjusted gross income and the income tax return filing status for rollovers to a Roth IRA as provided in Code Section 408A.

7.8.2.2.1. If an eligible rollover distribution includes after-tax employee contributions, an eligible retirement plan means a qualified defined contribution plan described in Code Sections 401(a) or 403(a) that agrees to separately account for such amounts, including the portion that is includible in gross income and the portion that is not, and an individual retirement account or annuity described in Code Sections 408(a) or (b), and effective for distributions made on or after January 1, 2007, a qualified defined benefit plan or an annuity contract described in Code Section 403(b) that agrees to separately account for such amounts, including the portion that is includible in gross income and the portion that is not.

7.8.2.2.2. In the case of an eligible rollover distribution to a distributee who is the surviving Spouse, or the Spouse or former Spouse who is the alternate payee under a qualified domestic relations order within the meaning of Code Section 414(p), the definition of eligible retirement plan as defined above shall also apply except that for eligible rollover distributions made before January 1, 2002, eligible retirement plan is limited to an individual retirement account or individual retirement annuity.

7.8.2.2.3. In the case of an eligible rollover distribution to a non-Spouse designated Beneficiary of the Participant on or after January 1, 2007, an eligible retirement plan is limited to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution on behalf of the Beneficiary, and

7.8.2.3. a “distributee” includes:

7.8.2.3.1. the Participant,

7.8.2.3.2. the Participant's surviving Spouse, or the Participant's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order within the meaning of Code Section 414(p), and

7.8.2.3.3. effective January 1, 2007, any designated Beneficiary of the Participant who is not the Participant's surviving Spouse, and

7.8.2.4. a “direct rollover” means a payment of the distributee's benefit by the Plan to an eligible retirement plan specified by the distributee.

7.8.3. A distributee's direct rollover election under this Section 7.8. shall be made in accordance with rules and procedures established by the Committee and shall specify the dollar or percentage amount of the direct rollover, the name and address of the eligible retirement plan selected by the distributee and such additional information as the Committee deems necessary or appropriate in order to implement the distributee's election. It shall be the distributee's responsibility to confirm that the eligible retirement plan designated in the direct rollover election will accept the eligible rollover distribution. The Committee shall be entitled to effect the direct rollover based on its reasonable reliance on information provided by the

distributee, and shall not be required to independently verify such information, unless it is clearly unreasonable not to do so.

7.8.4. At least thirty (30) days, but not more than the one hundred eighty (180) days (ninety (90) days prior to October 1, 2007), prior to the Benefit Commencement Starting Date, the distributee shall be given written notice of any right he may have to elect a direct rollover of his eligible rollover distribution; provided, however, that a distributee may make an affirmative election to make or not to make a direct rollover of all or a portion of his retirement benefit, provided no distribution is made prior to the expiration of the seven (7) day period that begins the day after the notice is given. Any written notice provided under this Subsection to a distributee shall meet the applicable requirements under Code Section 402(f).

7.8.5. Subject to Subsection 7.7.1., if the distributee fails to file a properly completed direct rollover election with the Committee within one hundred eighty (180) days (ninety (90) days prior to October 1, 2007) after such notice is given, or if the Committee is unable to effect the rollover within a reasonable time after the election is filed with the Committee due to the failure of the Participant to take such actions as may be required by the eligible retirement plan before it will accept the rollover, the distributee's retirement benefit shall be paid to him in a lump sum, after withholding applicable income taxes.

7.9. Distribution Requirements Under Code Section 401(a)(9). Notwithstanding anything in the Plan to the contrary, prior to January 1, 2003, the form and timing of all distributions under the Plan shall be in accordance with regulations that were proposed by the Secretary of the Treasury under Code Section 401(a)(9) in 1987, including the incidental death benefit requirements of Code Section 401(a)(9)(G) and Section 1.401(a)(9)-2 of the Treasury regulations. Effective January 1, 2003, the form and timing of all distributions under the Plan shall be determined and made in accordance with the minimum distribution requirements of the final Treasury regulations promulgated under Code Section 401(a)(9) as published on April 17, 2002, including Q&A-2 of temporary regulation Section 1.401(a)(9)-6T for distributions after December 31, 2003 and before January 1, 2006, and final Treasury regulation 1.401(a)(9)-6 including the minimum incidental death benefit requirement of Q&A-2 of such regulation, as published June 14, 2004, for distributions on or after January 1, 2006, the provisions of which are incorporated herein by reference; provided, however, that the amount of any payments made to a Participant with a Benefit Commencement Date prior to January 1, 2003 shall not be decreased by the application of such regulations.

ARTICLE 8.

DISTRIBUTIONS UPON DEATH; DESIGNATION OF BENEFICIARY

8.1. Payment of Death Benefits.

8.1.1. Except as otherwise provided under Section 8.2., and subject to the lump sum payment requirement of Subsection 7.7.1., in the case of a Participant with a Vested Interest who dies before his Benefit Commencement Date, and who has a Spouse on the date of his death, a Qualified Preretirement Survivor Annuity will be paid to his surviving Spouse. Payment of the Qualified Preretirement Survivor Annuity will commence on a date as elected by the Spouse, but in no event earlier than the date the Participant would have been eligible to commence retirement benefits, or later than the Participant's required benefit commencement date under Subsection 7.3.2. If a Spouse fails to consent to the commencement of payment of the Qualified Preretirement Survivor Annuity prior to the date the Participant would have attained Normal Retirement Age, or to make a written election to defer payment beyond such Participant's Normal Retirement Age, payment will commence on the date the Participant would have attained Normal Retirement Age.

8.1.2. In the case of a Participant who does not have a Spouse on the date of his death and who dies before his Benefit Commencement Date, his benefit attributable to his Accumulated Contributions With Interest shall be paid to the Participant's Beneficiary in a lump sum distribution within five (5) years of the Participant's death.

8.1.3. In the case of a Participant who dies after his Benefit Commencement Date, no benefits shall be payable except to the extent required under the form of benefit in effect on the date of the Participant's death or as provided in Section 9.3.

8.2. Waiver of Qualified Preretirement Survivor Annuity.

8.2.1. For Plan Years beginning prior to the later of October 1, 1986 or the first day of the month immediately following the date the Participant attains age fifty (50), no charge shall be imposed with respect to Qualified Preretirement Survivor Annuity coverage and the Participant shall not be permitted to waive the Qualified Preretirement Survivor Annuity.

8.2.2. For each Plan Year beginning after the later of October 1, 1986 or the first day of the month immediately following the date the Participant attains age fifty (50), a charge shall be imposed with respect to Qualified Preretirement Survivor Annuity coverage. Such charge shall be a reduction of any benefits payable to or with respect to the Participant and shall be equal to three-tenths of one percent (.3%) of such benefit for each Plan Year the coverage is in effect between the date the Participant attains age fifty (50) and the date the Participant attains age fifty-five (55), and shall be six-tenths of one percent (.6%) for each Plan Year after the Participant attains age fifty-five (55) and before the Participant attains age sixty-five (65). If the coverage is in effect for only a portion of a Plan Year, the applicable charge shall be imposed on a pro rata basis.

8.2.3. Subject to the limitations of Subsection 8.2.1., a Participant who has attained age fifty (50) may, pursuant to a Qualified Election, waive the Qualified Preretirement

Survivor Annuity, and designate a Beneficiary other than his Spouse in accordance with Section 8.3. to receive a lump sum distribution of any benefit attributable to his Accumulated Contributions With Interest which is payable after his death. The Participant may revoke any such waiver and designation during such Election Period.

8.2.4. For Plan Years beginning prior to October 1, 2006, each Participant shall receive, not later than the period beginning with the first day of the Plan Year in which the Participant attains age forty-seven (47) and ending on the date the Participant attains age fifty (50) (and consistent with regulations under Code Section 417(a)(3)(B)), a written explanation (and consistent with regulations under Code Section 417(a)(3)(A)) of:

8.2.4.1. the terms and conditions of the Qualified Preretirement Survivor Annuity, and the charge imposed therefore,

8.2.4.2. the Participant's right to make, and the effect of, a Qualified Election under Subsection 8.2.1. above to waive the Qualified Preretirement Survivor Annuity form of benefit, and

8.2.4.3. the rights of the Participant's Spouse to consent or withhold consent with respect to a Participant's Qualified Election to waive the Qualified Preretirement Survivor Annuity.

In the case of a Participant who is employed (or reemployed, as the case may be) after age forty-seven (47), the explanation specified in the preceding sentence shall be given to the Participant no later than the close of the third Plan Year following the date on which he commenced (or recommenced) participation in the Plan. In the case of a Participant who incurs a Severance prior to age fifty (50) and has not been furnished the explanation, the explanation shall be furnished when the Participant attains age forty-nine and one-half (49-1/2).

8.2.5. Notwithstanding the foregoing, in the case of a surviving Spouse of a Participant with a Vested Interest who was not eligible to, or who failed to make a Qualified Election to waive the Qualified Preretirement Survivor Annuity prior to his date of death, such surviving Spouse shall be eligible to elect a lump sum payment in accordance with Subsection 7.7.2., subject to the provisions of Subsection 7.7.1.

8.2.6. If a Participant has a Spouse on the date of his death, but had waived the Qualified Preretirement Survivor Annuity as described in Subsection 8.1.2. prior to the date of his death, such Participant's Beneficiary (including his Spouse if he or she is designated or deemed the Participant's Beneficiary) shall be paid a lump sum distribution of the Participant's Accumulated Contributions with Interest within five (5) years of the Participant's death.

8.2.7. Notwithstanding any other provision in this Article 8., effective for Benefit Commencement Dates occurring on or after May 1, 2003, no charge shall be imposed with respect to Qualified Preretirement Survivor Annuity coverage.

8.2.8. Notwithstanding any provision in the Plan to the contrary, effective for Plan Years beginning on or after October 1, 2006, a Participant shall not be permitted to waive the Qualified Preretirement Survivor Annuity.

8.3. Designation of Beneficiary.

8.3.1. Subject to the provisions of Section 8.1. and 8.2. relating to the Qualified Preretirement Survivor Annuity requirements, each Participant shall have the right to designate a Beneficiary or Beneficiaries to receive his Accumulated Contributions With Interest in the event of his death before receipt of his entire interest in the Trust Fund. Such designation shall be in the form of a Qualified Election and shall be delivered to the Committee in the form prescribed by the Committee. Any designation of a non-Spouse Beneficiary by a Participant who has a Spouse on the date of his death shall be legally ineffective unless made pursuant to a Qualified Election to waive the Qualified Preretirement Survivor Annuity on or after the date such Participant attains age fifty (50).

8.3.2. If a deceased Participant shall have failed to designate a Beneficiary, or if the Committee shall be unable to locate a designated Beneficiary after reasonable efforts have been made, or if for any reason such designation shall be legally ineffective, or if such Beneficiary shall have pre deceased the Participant, any distribution required to be made under the provisions of this Plan shall commence within three (3) years after the Participant's death to the person or persons included in the highest priority category among the following:

8.3.2.1. The Participant's surviving Spouse;

8.3.2.2. The Participant's surviving children, including adopted children;

8.3.2.3. The Participant's surviving parents; or

8.3.2.4. The Participant's estate. However, if the Committee cannot locate a qualified representative of the deceased Participant's estate, or if administration of such estate is not otherwise required, the Committee in its discretion may make the distribution under this Subsection 8.3.2. to the deceased Participant's heirs at law, other than those specified in Subsections 8.3.2.1. - 8.3.2.3., determined in accordance with the law of the State of the Participant's domicile in effect as of the date of his death.

The determination by the Committee as to which persons, if any, qualify within the foregoing categories shall be final and conclusive upon all persons.

8.3.3. In the event that a Participant shall predecease his Beneficiary and on the subsequent death of such Beneficiary a remaining distribution is payable under the applicable provisions of this Plan, the distribution shall be payable to a beneficiary designated by the Participant's Beneficiary, or if there is no such designated beneficiary, in the same order of priority categories as set forth above but determined with respect to such Beneficiary.

8.4. Payments to Other Than Beneficiary.

8.4.1. If any payee under the Plan is a minor, or if the Committee reasonably believes that any payee is legally incapable of giving a valid receipt and discharge for any payment due him, the Committee may have the payment, or any part of it, made to the person (or persons or institution) who it reasonably believes is caring for or supporting such payee, unless it has received due notice of claim therefore from a duly appointed guardian or committee of such payee.

8.4.2. Any such payment shall be a payment for the account of such payee and shall, to the extent thereof, be a complete discharge of any liability under the Plan to such payee.

8.5. Additional Requirements for Distribution.

8.5.1. The Committee or Trustee, or both, may require the execution and delivery of such documents, papers and receipts as the Committee or Trustee may determine necessary or appropriate in order to establish the fact of death of the deceased Participant and of the right and identity of any Beneficiary or other person or persons claiming any benefits under this Article 8.

8.5.2. Notwithstanding any other provision in this Article 8. regarding the time within which a Participant's Vested Interest will be paid, if, in the opinion of the Committee, there are or reasonably may be conflicting claims or other legal impediments to the payment of such Vested Interest to a payee, such payment may be delayed for so long as is necessary to resolve such conflict, potential conflict, or other legal impediment, but not beyond the date permitted by applicable law.

ARTICLE 9.

RETURN OF PARTICIPANT CONTRIBUTIONS

9.1. Special Rules for Return of Accumulated Contributions With Interest. Unless otherwise specifically provided in this Section 9.1., the rules of Article 7. shall apply to payment of the portion of a Participant's retirement benefits attributable to his Accumulated Contributions with Interest following his Severance for any reason other than death.

9.1.1. Qualified Election for Payment of Accumulated Contributions With Interest. A Participant whose Vested Interest as of his Severance Date exceeds the limit on mandatory cashouts of benefits under Subsection 7.7.1., shall be entitled to make a Qualified Election during the Election Period to receive immediate payment of the portion of his retirement benefit attributable to Accumulated Contributions With Interest in the normal form of annuity under Section 7.4., or to waive payment of the immediate annuity and elect an immediate lump sum payment of the Accumulated Contributions with Interest, without regard to whether the Participant is then eligible to commence benefits on an Early Retirement Date or Normal Retirement Date. The dollar limit on lump sum payments under Subsection 7.7.2. shall not apply to a lump sum payment consisting only of Accumulated Contributions with Interest. A lump sum payment elected in accordance with Section 9.1. shall be made as soon as administratively feasible following the later of (i) the Participant's Severance Date or (ii) the receipt by the Benefits Office of the Participant's Qualified Election for payment.

9.1.2. No Vested Interest in Retirement Benefits Attributable to Company Contributions. Subject to the rules of Section 9.2., if a Participant who incurs a Severance prior to the date he acquires a Vested Interest in his retirement benefits attributable to Company Contributions makes a Qualified Election to receive a lump sum payment of his Accumulated Contributions With Interest, the portion of his retirement benefits attributable to Company Contributions shall be forfeited at the time of such lump sum payment. If such Participant elects an annuity, the Participant shall not forfeit his right to benefits attributable to Company Contributions solely by reason of commencement of the annuity payments.

9.1.3. Vested Interest in Retirement Benefits Attributable to Company Contributions and Ineligible to Receive Retirement Benefits on a Retirement Date under Article 7. If a Participant incurs a Severance after he acquires a Vested Interest in his retirement benefits attributable to Company Contributions, but before he is eligible to commence benefits on a Retirement Date, and such Participant makes a Qualified Election to receive an immediate payment of his Accumulated Contributions With Interest in a lump sum or as an annuity, such election shall result in the Participant's receiving a reduced retirement benefit on his Retirement Date which shall be equal to the Actuarial Equivalent of his retirement benefits attributable to Company Contributions. The Participant shall not forfeit his right to benefits attributable to Company Contributions solely by reason of any such payment.

9.1.4. Vested Interest in Retirement Benefits Attributable to Company Contributions and Eligible to Receive Retirement Benefits on a Retirement Date under Article 7. If a Participant who incurs a Severance is currently eligible to receive retirement benefits under Article 7., and such Participant makes a Qualified Election to receive a lump sum payment of his

Accumulated Contributions With Interest, without regard to a Qualified Election for payment of his retirement benefits attributable to Company Contributions, such lump sum payment shall result in his receiving a reduced retirement benefit which shall be equal to the Actuarial Equivalent of his retirement benefits attributable to Company Contributions. The Participant shall not forfeit his right to benefits attributable to Company Contributions by reason of such payment.

9.1.5. For all purposes of this Plan, the portion of a Participant's retirement benefits attributable to Company Contributions at any time shall be the difference between Subsections 9.1.5.1. and 9.1.5.2. below:

9.1.5.1. His total retirement benefits under the Plan as of that date;
and

9.1.5.2. His retirement benefits attributable to his own contributions (his "Participant-Derived Benefits"), determined in accordance with the rules of Subsections 9.1.6. and 9.1.7. below, as applicable.

9.1.6. For Plan Years commencing prior to October 1, 1988, at any applicable date such Participant's Participant-Derived Benefits payable at his Normal Retirement Date shall be the amount of his Accumulated Contributions With Interest to the Participant's Normal Retirement Age, multiplied by an annuity factor of ten percent (10%).

9.1.7. For Plan Years commencing on and after October 1, 1988, at any applicable date such Participant's Participant-Derived Benefits shall be the amount of his Accumulated Contributions With Interest expressed as a normal retirement benefit commencing at the Participant's Normal or Late Retirement Date, as applicable, divided by an annuity factor determined using the applicable Actuarial Basis for determining lump sum distributions under Subsection 2.3.3. The resulting amount shall be charged for the Qualified Preretirement Survivor Annuity coverage as provided in Section 8.2.

9.1.8. If a Participant's retirement benefit is to be determined as an amount other than an annual benefit commencing at Normal Retirement Age, or if his Participant-Derived Benefit is determined with respect to a benefit other than a monthly benefit in the form of a single life annuity (without ancillary benefits) commencing at Normal Retirement Age, the Participant's retirement benefit, or his Participant-Derived Benefit, as the case may be, shall be the Actuarial Equivalent of such benefit or amount as determined under the foregoing provisions, reduced for any charge for the Qualified Preretirement Survivor Annuity coverage as provided in Section 8.2.

9.2. Reemployment Following Distribution of Accumulated Contributions With Interest. A Participant described in Subsection 9.1.2. who:

9.2.1. Incurs a Severance on or after July 1, 1976;

9.2.2. Receives a distribution of his Accumulated Contributions With Interest; and

9.2.3. Upon his Reemployment Date, is entitled to credit for his Years of Vesting Service applicable to the period of his employment with respect to which he received such distribution shall have his benefits attributable to Company Contributions (as of the date of such distribution) restored, as provided in Subsection 10.4.2.

9.3. Return of Contributions on Death.

9.3.1. In the case of a Participant whose benefits are being paid in a single life annuity (as provided in Article 7.), upon such Participant's death after his Benefit Commencement Date, the amount of his Accumulated Contributions With Interest, reduced by the total amount of retirement benefits paid to him, shall be paid to his Beneficiary in a lump sum.

9.3.2. In the case of a Participant whose benefits are being paid in the form of a Joint and Survivor Annuity (under Article 7.), upon the death of both the Participant and his Spouse after the Benefit Commencement Date, the amount of the Participant's Accumulated Contributions With Interest, reduced by the total amount of the Participant-Derived Benefit paid to the Participant and his Spouse, shall be paid to the Participant's Beneficiary or the Spouse's Beneficiary, if applicable, in a lump sum.

9.3.3. In the case of a Participant who dies prior to his Benefit Commencement Date, the amount of his Accumulated Contributions With Interest shall be paid in accordance with Section 8.1.

ARTICLE 10.

VESTING

10.1. No Vested Rights Except as Herein Specified. No Participant shall have any Vested Right or Interest in, nor any right to payment of, any assets of the Trust Fund except as provided in this Plan.

10.2. Vesting in Benefits Attributable to Company Contributions. A Participant's interest in his retirement benefits attributable to Company Contributions shall become one hundred percent (100%) vested upon the occurrence of any of the following events:

10.2.1. Completion of five (5) Years of Vesting Service;

10.2.2. Attainment of Normal Retirement Age while employed in Covered Service or in Contiguous Non-Covered Service by a Company, or by an Affiliated Company with respect to such Company, or, if the Participant was transferred directly from Covered Service with a Company to non-Covered Service with an entity described in Subsection 2.21.2., 2.21.4., 2.21.6. or 2.21.8., while employed by such entity or an entity within the same Controlled Group, provided the Participant has been continuously employed by such entity or entities.

10.2.3. Severance due to Total and Permanent Disability, pursuant to the rules of Section 11.4.;

10.2.4. Termination of the Plan as to that Participant, pursuant to the rules of Article 16.; or

10.2.5. Retirement on or before September 30, 1990 under the terms of this Plan on an Early Retirement Date, a Normal Retirement Date or a Late Retirement Date, provided the Participant is employed in Covered Service or Contiguous Non-Covered Service by the Company, or by an Affiliated Company with respect to such Company, as of the date his employment terminates, and such Participant has attained at least age fifty-five (55) on the date on which his employment terminates due to retirement.

10.2.6. Retirement after September 30, 1990 under the terms of this Plan on an Early Retirement Date, a Normal Retirement Date or a Late Retirement Date, if the Participant attained at least age fifty-five (55) on or before September 30, 1990.

10.2.7. Notwithstanding the foregoing, a Highly Compensated Employee whose accrued benefit has been frozen under Section 6.21 shall be one hundred percent (100%) vested in retirement benefits attributable to Company Contributions on the date that his accrued benefit is frozen under Section 6.21.

10.3. Vesting in Accumulated Contributions With Interest. A Participant shall always be one hundred percent (100%) vested in his Accumulated Contributions With Interest.

10.4. Forfeitures; Restoration.

10.4.1. If a Participant incurs a Severance prior to the date he acquires a Vested Interest in his retirement benefits attributable to Company Contributions, the nonvested portion of his benefit shall be forfeited as of the earlier of the date the Participant's Accumulated Contributions With Interest are distributed to him, or the date the Participant incurs five (5) consecutive Breaks in Service. If the Actuarial Equivalent of the Participant's Vested Interest in his retirement benefits attributable to Company Contributions is zero when the Participant incurs a Severance, such Participant shall be deemed to receive a lump sum payment of such Vested Interest as of his Severance Date.

10.4.2. In the case of a Participant whose nonvested benefit attributable to Company Contributions was forfeited by reason of the distribution of his Accumulated Contributions With Interest (or deemed distribution of his Vested Interest in his retirement benefit attributable to Company Contributions), if the Participant resumes employment as an Eligible Employee prior to the date on which he incurs five (5) consecutive Breaks in Service, he shall have his benefit restored. However, any benefits subsequently payable from the Plan shall be reduced by the Actuarial Equivalent of any prior distribution of his Accumulated Contributions With Interest.

ARTICLE 11.

DISABILITY PROVISIONS

11.1. Continued Participation.

11.1.1. A Participant who receives Long-Term Disability benefits as provided under the program maintained by the Company shall be deemed to have incurred a Total and Permanent Disability and may continue to participate in the Plan as an LTD Participant under the Plan provisions in effect as of the date he incurred such disability.

11.1.2. A disabled Participant who is not covered under the Company's Long-Term Disability benefits program, but would have qualified to receive Long-Term Disability benefits had he been covered under said program, shall be deemed to have incurred a Total and Permanent Disability and shall continue to participate in the Plan as an LTD Participant under the Plan provisions in effect as of the date he incurred such disability provided he applies to the Benefits Office for a determination that he has incurred a Total and Permanent Disability.

11.1.3. The determination of Total and Permanent Disability shall be made by an individual appointed or approved by the Committee to make such determination.

11.1.4. Notwithstanding any provision in the Plan to the contrary, effective on and after October 1, 2006, an Employee of BBWI who is deemed to have incurred a Total and Permanent Disability shall not continue to accrue additional Credited Service. In addition, effective on and after October 1, 2011, an Employee of ITG who is deemed to have incurred a Total and Permanent Disability shall not continue to accrue additional Credited Service.

11.2. Termination of Participation. A disabled Participant shall cease to be an LTD Participant pursuant to the provisions of Section 11.1. if any of the following events occur:

11.2.1. The LTD Participant is no longer eligible for Long-Term Disability benefits under the terms of the Company's Long-Term Disability benefits insurance contract provisions, or would no longer be eligible had he been covered under such program, as determined by an individual appointed or approved by the Committee to make such determination;

11.2.2. The Participant retires; or

11.2.3. The Participant dies.

11.3. Determination of Plan Benefits. An LTD Participant covered under the Company's Long-Term Disability benefits insurance program shall be entitled to elect to continue receiving the Long-Term Disability insurance benefit until his Retirement Date.

11.4. Certain Nonvested Disability Participants. If a disabled Participant who has not acquired a Vested Interest in his retirement benefit attributable to Company Contributions incurs a Severance and he is not covered by the Company's Long-Term Disability benefits program, the Participant shall be deemed to have incurred a Total and Permanent Disability and

shall become fully vested upon such Severance if he would have qualified for Long-Term Disability benefits had he been covered by such program.

ARTICLE 12.

TOP-HEAVY PLAN RULES

12.1. Applicability. Notwithstanding any provision in this Plan to the contrary, the provisions of this Article 12. shall apply in the case of any Plan Year in which the Plan is determined to be a Top-Heavy Plan under the rules of Section 12.3.

12.2. Definitions.

12.2.1. For purposes of this Article 12., effective October 1, 2002, the term “Key Employee” means any Employee or former Employee who at any time during the Plan Year containing the determination date was either:

12.2.1.1. An officer of the Company or an Affiliated Company having annual compensation greater than one hundred thirty thousand dollars (\$130,000) (as adjusted under Code Section 416(i));)

12.2.1.2. A five percent (5%) owner of the Company or an Affiliated Company; or

12.2.1.3. A one percent (1%) owner of the Company having annual compensation from the Company or an Affiliated Company of more than one hundred fifty thousand dollars (\$150,000) within the meaning of Code Section 415(c)(3).

The determination of who is a key employee will be made consistent with Code Section 416(i) and related regulations.

12.2.2. For purposes of this Section 12.2., “Five Percent Owner” means any person who owns (or is considered as owning within the meaning of Code Section 318) more than five percent (5%) of the outstanding stock of the Company or an Affiliated Company or stock possessing more than five percent (5%) of the total combined voting power of all stock of the Company or an Affiliated Company. The rules of Subsections (b), (c), and (m) of Code Section 414 shall not apply for purposes of applying these ownership rules. Thus, this ownership test shall be applied separately with respect to every Affiliated Company.

12.2.3. For purposes of this Section 12.2., “One Percent Owner” means any person who would be described in Subsection 12.2.2. if “one percent (1%)” were substituted for “five percent (5%)” each place where it appears therein.

12.2.4. For purposes of this Section 12.2., the rules of Code Section 318(a)(2)(C) shall be applied by substituting “five percent (5%)” for “fifty percent (50%).”

12.2.5. For purposes of this Article 12., “Non-Key Employee” shall mean any Employee who is not a Key Employee.

12.2.6. For purposes of this Article 12., “Key Employee” and “Non-Key Employee” include their Beneficiaries.

12.2.7. For purposes of this Section 12.2., the “Compensation” of a Key Employee shall be the amount reported on the Form W-2 issued to him. For Plan Years beginning on and after October 1, 1998, Compensation also shall include elective deferrals not includible in gross income under Code Section 402(g)(3) or a cafeteria plan described in Code Section 125 and, effective for Plan Years beginning on and after October 1, 2001, under Code Section 132(f)(4).

12.3. Top-Heavy Status.

12.3.1. “Top-Heavy Plan” means, with respect to any Plan Year --

12.3.1.1. Any defined benefit plan if, as of the Determination Date, the present value of the cumulative accrued benefits under the plan for Key Employees exceeds sixty percent (60%) of the present value of the cumulative accrued benefits under the plan for all Employees. For this purpose, the present value of an Employee’s accrued benefit shall be determined according to the Actuarial Basis as defined in Section 2.3.2. The date on which the accrued benefit of each Employee is measured (with respect to each Determination Date) shall be September 30; and

12.3.1.2. Any defined contribution plan if, as of the Determination Date, the aggregate of the account balances of Key Employees under the plan exceeds sixty percent (60%) of the present value of the aggregate of the account balances of all Employees under the plan.

For purposes of this Subsection 12.3.1., “Determination Date” means, with respect to any plan year, the last day of the preceding plan year. In the case of the first plan year of any plan, “Determination Date” shall mean the last day of that plan year.

The present value of account balances under a defined contribution plan shall be determined as of the most recent valuation date that falls within or ends on the Determination Date. The present value of accrued benefits under a defined benefit plan shall be determined as of the same valuation date used for computing plan costs for minimum funding. The present value of the cumulative accrued benefits of a Non-Key Employee shall be determined under either:

12.3.1.3. the method, if any, that uniformly applies for accrual purposes under all plans maintained by Affiliated Companies, within the meaning of Code Section 414(b), (c), (m) or (o); or

12.3.1.4. if there is no such method, as if such benefit accrued not more rapidly than the lowest accrual rate permitted under the fractional accrual rate of Code Section 411(b)(1)(C).

12.3.2. Each plan maintained by the Company or an Affiliated Company required to be included in an Aggregation Group shall be treated as a Top-Heavy Plan if the Aggregation Group is a Top-Heavy Group.

12.3.2.1. “Aggregation Group” means --

12.3.2.1.1. Each plan of the Company or an Affiliated Company in which a Key Employee is a Participant, including any such plan that has been terminated, and

12.3.2.1.2. Each other plan of the Company or an Affiliated Company which enables any plan described in Subsection 12.3.2.1.1. to meet the requirements of Code Section 401(a)(4) or 410.

Also, any plan not required to be included in an Aggregation Group under the preceding rules may be treated as being part of such group if the group would continue to meet the requirements of Code Sections 401(a)(4) and 410 with the plan being taken into account.

12.3.2.2. Effective October 1, 1999, “Top-Heavy Group” means an Aggregation Group if, as of the Determination Date, the sum of –

12.3.2.2.1. The present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in the group, and

12.3.2.2.2. The aggregate of the account balances of Key Employees under all defined contribution plans included in the group exceeds sixty percent (60%) of a similar sum determined for all Employees.

12.3.2.3. For purposes of determining --

12.3.2.3.1. The present value of the cumulative accrued benefit of any Employee, or

12.3.2.3.2. The amount of the account balance of any Employee, such present value or amount shall be increased by the aggregate distributions made with respect to the Employee under the Plan during the five (5) year period (one (1) year period effective for Plan Years beginning on and after October 1, 2002) ending on the Determination Date. The preceding rule shall also apply to distributions under a terminated plan that, if it had not been terminated, would have been required to be included in an Aggregation Group. However, any rollover contribution or similar transfer initiated by the Employee and made after December 31, 1983 to a plan shall not be taken into account with respect to the transferee plan for purposes of determining whether such plan is a Top-Heavy Plan (or whether any Aggregation Group which includes such plan is a Top-Heavy Group).

12.3.3. If an individual (i) is a Non-Key Employee with respect to any plan for any plan year, but the individual was a Key Employee with respect to the plan for any prior plan year, or (ii) has not performed any services for the Company or an Affiliated Company at any time during the five (5) year period (one (1) year period effective for Plan Years beginning on and after October 1, 2002) ending on the Determination Date, any accrued benefit for the individual (and the account balance of the individual) shall not be taken into account for purposes of this Section 12.3.

12.4. Minimum Benefits. The Plan shall provide a minimum benefit for each Non-Key Employee who has been credited with a Year of Vesting Service, regardless of whether such Non-Key Employee declines to make mandatory Employee contributions or is an Employee on a specified date during the Plan Year. Such minimum benefit shall not be subject to forfeiture due to the withdrawal of mandatory Employee contributions. The minimum benefit, when expressed as an annual retirement benefit payable in the form of a single life annuity beginning at the Participant's Normal Retirement Age, shall not be less than the Participant's average Earnings during the five (5) highest consecutive years multiplied by the lesser of:

12.4.1. Two percent (2%) multiplied by the number of his years of service; or

12.4.2. Twenty percent (20%).

In the event an Employee's benefit commences at a date later than his Normal Retirement Age, the benefit actually payable to the Participant shall be at least the Actuarial Equivalent of the benefit at Normal Retirement Age. Also, the benefit shall not be adjusted (downward) for any pre-retirement ancillary benefit. Effective for Plan Years beginning on and after October 1, 2002, years of service will not include any year in which the Plan benefits no Key Employee or former Key Employee.

12.5. Maximum Compensation Base. In no instance may the Plan take into account an Employee's compensation in excess of the amount permitted pursuant to Code Section 401(a)(17), except with respect to benefits accrued prior to the Plan becoming Top-Heavy. For purposes of this Section 12.5., an Employee's Compensation shall be determined in accordance with the rules of Code Section 415.

12.6. Maximum Benefit.

12.6.1. Except as set forth below, in the case of any Top-Heavy Plan the rules of Subsections 19.4.2.2. and 19.4.3.2. shall be applied by substituting "1.0" for "1.25".

12.6.2. The rule set forth in Subsection 12.6.1. above shall not apply if the requirements of both Subsections 12.6.2.1. and 12.6.2.2. are satisfied.

12.6.2.1. The requirements of this Subsection 12.6.2.1. are satisfied if the rules of Subsection 12.4.1. above would be satisfied after substituting "three percent (3%)" for "two percent (2%)" where it appears therein.

12.6.2.2. The requirements of this Subsection 12.6.2.2. are satisfied if the Plan would not be a Top-Heavy Plan if "ninety percent (90%)" were substituted for "sixty percent (60%)" each place it appears in Subsection 12.3.1.2.

12.6.3. The rules of Subsection 12.6.1. shall not apply with respect to any Employee as long as there are no --

12.6.3.1. Company Contributions (including amounts deferred under a cash or deferred arrangement under Code Section 401(k)), forfeitures, or voluntary

nondeductible contributions allocated to the Employee under a defined contribution plan maintained by the Company or an Affiliated Company, or

12.6.3.2. Accruals by the Employee under a defined benefit plan maintained by the Company or an Affiliated Company.

12.6.4. In the case where the Plan is subject to the rules of Subsection 12.6.1. above, the rules of Subsection 19.4.2.3. shall be applied by substituting “\$41,500” for “\$51,875.”

12.7. Vesting Rules.

12.7.1. In the event that the Plan is determined to be Top-Heavy in accordance with the rules of Section 12.3., then the vesting schedule of the Plan (with respect to all benefits earned under the Plan) must be changed to that set forth below (if more rapid than that set forth in Article 7.).

<u>Years of Vesting Service</u>	<u>Nonforfeitable Percentage</u>
2	20%
3	40%
4	60%
5	80%
6 or more	100%

12.7.2. The vesting schedule of Subsection 12.7.1. above shall apply, notwithstanding the Participant’s withdrawal of any mandatory contributions.

12.7.3. In the event the Plan ceases to be Top-Heavy, the Plan’s vesting schedule may be changed only in accordance with Code Section 411(a)(10).

12.8. Non-Eligible Employees. The rules of Sections 12.4., 12.5. and 12.7. shall not apply to any Employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representatives and the employer or employers.

ARTICLE 13.

OPERATION AND ADMINISTRATION OF THE PLAN

13.1. Plan Administration.

13.1.1. Authority to control and manage the operation and administration of the Plan shall be vested in the Committee.

13.1.2. Notwithstanding the foregoing, a trustee with whom Plan assets have been placed in trust or an Investment Manager appointed pursuant to Subsection 13.3.2.3. may be granted exclusive authority and discretion to manage and control all or any portion of the assets of the Plan.

13.1.3. The Committee shall consist of six (6) members, three (3) of whom shall be appointed by BEA, two (2) of whom shall be appointed by CWI , and one (1) of whom will be appointed by BBWI . Members of the Committee shall be selected by the governing board of each Plan Sponsor or its authorized delegate. Once appointed, each member shall continue to serve until he resigns or is replaced pursuant to approved procedures of the Plan Sponsor making the appointment. Effective as of October 1, 2011, the one (1) member of the Committee appointed by BBWI shall be removed from the Committee, and ITG, through its governing body or other authorized delegate, shall appoint one (1) member to the Committee.

13.1.4. For the purposes of ERISA Section 402(a), the Committee shall be the Named Fiduciary of this Plan.

13.1.5. The presiding officer of BEA shall appoint a Chair of the Committee. The Chair shall appoint a Secretary of the Committee. The Secretary need not be a Committee member.

13.1.6. The Secretary of the Committee shall cause to be attached to the copy of the Plan document and Trust Agreement maintained in the office of the Committee for the purpose of inspection an accurate schedule listing the names of all persons from time to time serving as the Committee members.

13.2. Committee Powers. The Committee shall have all powers necessary to supervise the administration of the Plan and control its operations. In addition to any powers and authority conferred on the Committee elsewhere in the Plan or by law, the Committee shall have, by way of illustration and not by way of limitation, the following powers and authority:

13.2.1. To allocate fiduciary responsibilities (other than Trustee Responsibilities) among the Named Fiduciaries and to designate one or more other persons to carry out fiduciary responsibilities (other than Trustee Responsibilities). However, no allocation or delegation under this Subsection 13.2.1. shall be effective until the person or persons to whom such responsibilities have been allocated or delegated agree to assume such responsibilities. "Trustee Responsibilities" shall have the meaning set forth in ERISA Section 405(c).

13.2.2. To designate agents to carry out responsibilities relating to the Plan, other than fiduciary responsibilities.

13.2.3. To employ such legal, actuarial, medical, accounting, clerical and other assistance as it may deem appropriate in carrying out the provisions of this Plan, including one or more persons to render advice with regard to any responsibility any Named Fiduciary or any other fiduciary may have under the Plan.

13.2.4. To establish rules and procedures from time to time for the conduct of the Committee's business and the administration and effectuation of this Plan; and to determine upon and adopt from time to time interest and mortality tables, and such other tables as it shall deem appropriate. In employing an actuary or a firm or corporation that employs one or more actuaries the Committee shall determine, in its discretion, whether such actuary or firm or corporation possesses adequate qualifications and experience.

13.2.5. To administer, interpret, construe and apply the terms of this Plan and to decide all questions that may arise or that may be raised under this Plan by any Employee, Participant, former Participant, Beneficiary or any other person whatsoever, including but not limited to all questions relating to eligibility to participate in the Plan, the amount of service of any Participant, and the amount of benefits to which any Participant or his Beneficiary may be entitled by reason of his prior or future service with a Company or an Affiliated Company.

13.2.6. To determine the manner in which the assets of this Plan, or any part thereof, shall be disbursed, including written authorization for the payment of benefits.

13.2.7. To perform or cause to be performed such further acts as it may deem to be necessary, appropriate or convenient in the efficient administration of the Plan.

13.2.8. To establish the rate of interest to be credited to Participants' contributions in accordance with Code Section 411(c) and the regulations thereunder.

Any action taken in good faith by the Committee in the exercise of authority conferred upon it by this Plan shall be conclusive and binding upon the Participants and their Beneficiaries. All discretionary powers conferred upon the Committee shall be absolute. However, all such discretionary powers shall be exercised in a uniform and nondiscriminatory manner.

13.3. Plan Investment Committee.

13.3.1. The Plan Investment Committee (PIC) shall consist of seven (7) members, three (3) of whom shall be appointed by BEA, three (3) of whom shall be appointed by CWI, and one (1) of whom shall be appointed by BBWI. Members of the Plan Investment Committee shall be selected by the governing board of each Plan Sponsor or its authorized delegate. Effective as of October 1, 2011, the one (1) member of the Plan Investment Committee appointed by BBWI shall be removed from the Plan Investment Committee, and ITG, through its governing body or other authorized delegate, shall appoint one (1) member to the Plan Investment Committee. The presiding officer of BEA shall appoint a Chair of the PIC. The Chair shall appoint a Secretary of the PIC. The Secretary need not be a PIC member. Once

appointed, each member shall continue to serve until he resigns or is replaced pursuant to approved procedures of the Plan Sponsor making the appointment.

13.3.2. The Plan Investment Committee's authority and responsibilities shall consist of the following.

13.3.2.1. Control and Manage Plan Assets. To control and manage the Plan's assets.

13.3.2.2. Monitor and Report. To monitor and make periodic reports to the Boards, with respect to the performance of the various Investment Funds.

13.3.2.3. Investment Manager. To appoint one or more Investment Managers, as defined in ERISA Section 3(38), and enter into an agreement with any such Investment Managers to manage all or a portion of the assets of the Plan. An Investment Manager may be removed at any time by action of the Plan Investment Committee.

13.3.2.3.1. An Investment Manager shall discharge its duties in accordance with applicable law and in particular in accordance with ERISA Section 404(a)(1).

13.3.2.3.2. Until removed by the Plan Investment Committee, an Investment Manager shall have full power to manage the portion of the assets of the Plan for which it has responsibility under the terms of an investment management agreement, and neither the Plan Sponsor, any Company, the Committee nor the Plan Investment Committee shall have any responsibility for the management of such assets, except as otherwise provided by law.

13.3.2.4. Trustee. To appoint the entity acting as Plan Trustee and to direct the Trustee with respect to the acquisition and disposition of Plan assets held by the Trustee.

13.3.2.5. Funding Policy. To review, at periodic intervals, not less frequently than annually, the long-run and short-run financial needs of the Plan and to determine a funding policy for the Plan consistent with the objectives of the Plan and the minimum funding standards of ERISA.

13.3.2.5.1. In establishing such funding policy and in formulating such guidelines, the Plan Investment Committee shall review and take into account the short-term and long-term financial objectives and liquidity requirements of the Plan, ascertained by reference to the age and tenure characteristics of the Participants, current and projected market conditions and such other considerations as appear pertinent under the circumstances, all with the view toward the realization by the Plan of its maximum investment potential consistent with prudent asset management and the need to pay benefits to Participants and their Beneficiaries in accordance with the terms of the Plan.

13.3.2.5.2. All actions taken by the Plan Investment Committee with respect to the funding policy of the Plan, including the support for such reasons, shall be fully reflected in the minutes of the Plan Investment Committee.

13.4. Compensation of Committee and Plan Expenses.

13.4.1. Members of the Committee shall serve as such without compensation unless the Board of Managers, or if there is no Board of Managers, the presiding officer of the Plan Sponsor, or its properly authorized delegate, shall otherwise determine. However, in no event shall any member of the Committee who is an Employee receiving full-time pay from the Company receive any compensation from the Plan for his services as a member of the Committee.

13.4.2. All members shall be reimbursed for any necessary expenditures incurred in the discharge of their duties as members of the Committee. The compensation or fees, as the case may be, of all officers, agents, counsel, the Trustee, or other persons retained or employed by the Committee, including Employees of a Company who perform administrative duties for the Plan, shall be fixed by the Committee, subject to approval by the Board of Managers, or if there is no Board of Managers, the presiding officer of the Plan Sponsor, or its properly authorized delegate.

13.4.3. The expenses incurred in the administration and operation of the Plan, including but not limited to the expenses incurred by the members of the Committee in exercising their duties, shall be borne by the Plan to the extent they are not paid by the Company and are reasonable or necessary for the operation of the Plan, and otherwise lawfully may be borne by the Plan.

13.5. Reliance Upon Documents and Opinions.

13.5.1. The members of the Committee, the Board of Managers, or if there is no Board of Managers, the presiding officer of the Plan Sponsor, or its properly authorized delegate, the Plan Sponsor, the Company and any person delegated the authority to carry out any fiduciary responsibilities under the Plan (“Delegated Fiduciary”), shall be entitled to rely upon any tables, valuations, computations, estimates, certificates and reports furnished by any consultant, or firm or corporation which employs one or more consultants, upon any opinions furnished by legal counsel, and upon any reports furnished by the Trustee, except as otherwise provided by law.

13.5.2. The members of the Committee, the Board of Managers, or if there is no Board of Managers, the presiding officer of the Plan Sponsor, or its properly authorized delegate, the Plan Sponsor, the Company and any Delegated Fiduciary shall be fully protected and shall not be liable in any manner whatsoever for anything done or action taken or suffered in reliance upon any such consultant or firm or corporation which employs one or more consultants, Trustee, or counsel, except as otherwise provided by law.

13.5.3. Any and all such things done or such actions taken or suffered by the Committee, the Board of Managers, or if there is no Board of Managers, the presiding officer of the Plan Sponsor, or its properly authorized delegate, the Plan Sponsor, the Company and any Delegated Fiduciary shall be conclusive and binding on all Employees, Participants, Beneficiaries, and any other persons whomsoever, except as otherwise provided by law.

13.5.4. The Committee, the Plan Sponsor, and any Delegated Fiduciary may, but are not required to, rely upon all records of the Company with respect to any matter or thing whatsoever, and may likewise treat such records as conclusive with respect to all Employees, Participants, Beneficiaries, and any other persons whomsoever, except as otherwise provided by law.

13.6. Requirement of Proof. The Committee, the Board of Managers, or if there is no Board of Managers, the presiding officer of the Plan Sponsor, or its properly authorized delegate, the Plan Sponsor or the Company may require satisfactory proof of any matter under this Plan from or with respect to any Employee, Participant, or Beneficiary, and no such person shall acquire any rights or be entitled to receive any benefits under this Plan until such proof shall be furnished as so required.

13.7. Multiple Fiduciary Capacities. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

13.8. Indemnification.

13.8.1. To the extent permitted by law, the Company shall indemnify each member of the Committee and the Plan Investment Committee, and any other Employee of the Company with duties under the Plan, against expenses (including any amount paid in settlement) reasonably incurred by him in connection with any claims against him by reason of his conduct in the performance of his duties under the Plan, except in relation to matters as to which he acted fraudulently or in bad faith in the performance of those duties.

13.8.2. The preceding right of indemnification shall be in addition to any other right to which any such Committee or Plan Investment Committee member or other person may be entitled as a matter of law or otherwise and this right of indemnification shall pass to the estate of the Committee or Plan Investment Committee member or Employee.

ARTICLE 14.

PLAN AMENDMENTS

14.1. Amendments. The Plan Sponsors shall have the sole authority to amend the Plan and Trust at any time, and from time to time, by an instrument in writing, provided that each Plan Sponsor, acting through its Board of Managers or other governing board may delegate the responsibility for Plan and Trust amendments, including to the Plan Operations Committee. "Plan Operations Committee" shall mean the Idaho National Laboratory Plan Operations Committee ("POC"), the members of which are appointed by the respective Boards of Managers or other governing boards of the Plan Sponsors. The POC is not a Plan fiduciary and is responsible solely for settlor function responsibilities to the extent of the governing board delegation. If such amendment authority is delegated by the governing board, the POC or other authorized delegate shall review proposed Plan and Trust amendments and recommend adoption of the amendment subject to final execution. Any approved amendment shall not be effective until executed by each Plan Sponsor's presiding officer or properly authorized delegate of such Plan Sponsor. However, no such amendment shall be made at any time, the effect of which would be:

14.1.1. To cause any assets of the Trust Fund, at any time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, to be used for or diverted to purposes other than providing benefits to Participants and their Beneficiaries, and defraying reasonable expenses of administering the Plan, except as otherwise permitted by law;

14.1.2. To increase the responsibilities or liabilities of a Trustee without its written consent; or

14.1.3. To decrease a Participant's accrued benefit (within the meaning of Code Section 411(d)(6)) with respect to service performed prior to the effective date of the amendment, except as otherwise permitted under the Code or regulatory guidance.

14.1.3.1. For purposes of this Section 14.1., an amendment shall be treated as reducing accrued benefits if it (i) unfavorably changes the actuarial basis for determining benefits, (ii) reduces or eliminates an early retirement benefit or Retirement-Type Subsidy, or (iii) except to the extent permitted by regulations, eliminates an optional form of benefit with respect to benefits attributable to service performed before the amendment became effective. However, the restriction on affecting Retirement-Type Subsidies applies only with respect to Participants who satisfy (either before or after the amendment) the pre-amendment conditions for entitlement to the subsidy.

14.1.3.2. For purposes of this Section 14.1., a "Retirement-Type Subsidy" is a subsidy that continues after retirement. However, a Retirement-Type Subsidy does not include a Qualified Disability Benefit (as defined in Code Section 411(a)(9)), a medical benefit, a Social Security supplement, a death benefit (including life insurance), or a plant shutdown benefit that does not continue after retirement.

14.2. Retroactive Amendments.

14.2.1. All amendments to the Plan are effective only on the date on which such amendments are adopted, unless a different effective date is expressly provided by action of the Plan Sponsor, or unless any such amendment shall by its express terms become effective at another date.

14.2.2. Further, unless and to the extent expressly stated to the contrary in the terms of any amendment, such amendment shall not be construed to enlarge the rights of any Participant (or the Beneficiary of a Participant) whose employment terminated prior to the effective date of such amendment.

14.2.3. Notwithstanding any provisions of this Article 14. to the contrary, the Plan may be amended prospectively or retroactively (as provided in Code Section 401(b)) to conform the Plan to any provision of ERISA, the Code or any regulation under either, but only to the extent required by the law.

14.3. Amendment to Vesting Provisions. If the Plan is amended in any way that directly or indirectly affects the computation of a Participant's Vested Interest, each Participant who has completed at least three (3) Years of Vesting Service may elect, within a reasonable time after the adoption of the amendment, to have his Vested Interest computed under the Plan without regard to such amendment. The period during which the election may be made shall commence with the date the amendment is adopted and shall end on the latest of: (a) sixty (60) days after the amendment is adopted; (b) sixty (60) days after the amendment is effective; or (c) sixty (60) days after the Participant is issued written notice of the amendment.

ARTICLE 15.

MERGER OF COMPANY, MERGER OF PLAN

15.1. Effect of Reorganization or Transfer of Assets. In the event of a consolidation, merger, sale, liquidation, or other transfer of the operating assets of the Company to any other company, the ultimate successor or successors to the business of the Company shall automatically be deemed to have elected to continue this Plan in full force and effect, in the same manner as if the Plan had been adopted by resolution of its board of directors, or if there is no board of directors, the presiding officer of the successor company, or its properly authorized delegate, unless the successor(s), by resolution of its board of directors, or if there is no board of directors, the presiding officer of the successor company, or its properly authorized delegate, shall elect not to so continue this Plan in effect, in which case the Plan shall automatically be deemed terminated as of the applicable, effective date set forth in said board resolution or other instrument terminating the Plan.

15.2. Merger Restriction. Notwithstanding any other provision in this Article, this Plan shall not, in whole or in part, merge or consolidate with, or transfer its assets or liabilities to any other plan unless each affected Participant in this Plan would receive a benefit immediately after the merger, consolidation, or transfer (if the Plan then terminated) which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

ARTICLE 16.

PLAN TERMINATION AND DISCONTINUANCE OF CONTRIBUTIONS

16.1. Plan Termination.

16.1.1. Each Company may terminate its participation in the Plan and the Trust Agreement at any time by an instrument in writing executed in the name of such Company by an officer or officers duly authorized to execute such an instrument, and delivered to the Trustee.

16.1.2. Upon and after the effective date of such termination, the rights of all affected Participants to benefits accrued to the date of termination of the Plan, to the extent funded as of that date, shall automatically become fully vested, and further accruals under this Plan shall cease.

16.2. Discontinuance of Contributions.

16.2.1. This Plan is intended to be a permanent Plan. However, in the event any (or all) of the Companies decide it is impossible or inadvisable for business reasons to continue to make Company Contributions under the Plan, such Company by resolution of its Board of Managers, or if there is no Board of Managers, the presiding officer of the Plan Sponsor, or its properly authorized delegate, may discontinue its contributions to the Plan, to the extent permissible under Title IV of ERISA and other applicable law.

16.2.2. Upon and after the effective date of a discontinuance, that Company shall not make any further Company Contributions under the Plan and no Company Contributions need be made by that Company with respect to the Plan Year in which such discontinuance occurs, except as otherwise required under Title IV of ERISA and other applicable law.

16.2.3. The discontinuance of Company Contributions on the part of one or all of the Companies shall not terminate the Plan as to the funds and assets then held by the Trustee, or operate to accelerate any payments of distributions to or for the benefit of Participants or Beneficiaries, and the Trustee shall continue to administer the Trust Fund in accordance with the provisions of the Plan until all of the obligations under the Plan shall have been discharged and satisfied.

16.2.4. However, if such discontinuance of Company Contributions shall cause the Plan to lose its status as a qualified pension plan under Code Section 401(a), the Plan shall be terminated in accordance with the provisions of this Article 16.

16.2.5. On and after the effective date of a discontinuance of Company Contributions, the rights of all affected Participants to benefits accrued to that date, to the extent funded as of that date, shall automatically become fully vested, but only to the extent required by law.

16.3. Rights of Participants. In the event of the termination of the Plan, for any cause whatsoever, all assets of the Plan, after payment of expenses, shall be used for the exclusive benefit of Participants and their Beneficiaries and no part thereof shall be returned to the U.S. Department of Energy prior to satisfaction of all liabilities with respect to such Participants and their Beneficiaries, except as otherwise provided in Section 4.4. and Subsection 16.4.6.

16.4. Allocation and Payment Priority. Upon termination of the Plan, the assets of the Plan, to the extent that they are sufficient after the payment of liabilities and expenses, and reasonable reserves for expenses and liabilities (absolute or contingent) of the Trustee, shall be allocated for the purpose of paying benefits to Participants in the following order of priority:

16.4.1. First, to the portion of the Participant's retirement benefit attributable to the Participant's contributions.

16.4.2. Second, in payment of all benefits of Participants or their Beneficiaries provided for under this Plan which:

16.4.2.1. Were in pay status as of the beginning of the three year period ending on the Plan Termination Date (as defined in Section 16.6. below); or

16.4.2.2. Would have been in pay status as of the beginning of such three year period if the Participant had retired prior to the beginning of the three year period and if his benefits had commenced as of the beginning of such period.

However, the amount of benefits entitled to priority under this Section 16.4. shall be the lowest amount payable under the provisions of the Plan in effect at any time during the five (5) year period ending on the Plan Termination Date. Also, for the purposes of Subsection 16.4.2.1. above, the lowest benefit in pay status during the three year period prior to the Plan Termination Date shall be considered the benefit in pay status for such period.

16.4.3. Third, in payment of all benefits provided for under the Plan which (i) are guaranteed under Title IV of ERISA, or (ii) would be so guaranteed if the provisions of ERISA Section 4022(b)(5) were not applicable.

16.4.4. Fourth, in payment of all benefits provided for under the Plan which were vested on the Plan Termination Date (as defined in Section 16.6.), but excluding those benefits which became vested solely by reason of the termination of the Plan.

16.4.5. Fifth, to all other benefits under the Plan.

16.4.6. Sixth, to return to the U.S. Department of Energy any assets remaining after the satisfaction of all liabilities for benefits under the Plan to Participants and their Beneficiaries, provided no assets attributable to Participant contributions remain.

The assets of the Plan shall be used to provide benefits under the above Subsections in the order in which they appear before any benefits are provided under the following Subsections. Should the assets be insufficient to provide full benefits under any Subsection in the order of priority, to the extent permissible under Title IV of ERISA, the benefit for each Participant in the group for

which the assets are insufficient shall be reduced in the proportion that the available assets bear to the present value of the full benefits for all Participants in the group. However, with respect to Subsection 16.4.3. above, if any such proration is necessary or permissible, the assets available shall first be used to provide benefits based upon the Plan as in effect five (5) years prior to the Plan Termination Date (as defined in Section 16.6.), and if the assets available are sufficient to provide in full for such benefits, then the benefits based upon the first subsequent Plan amendment under which the assets available are sufficient to satisfy in full the benefits provided thereby shall be used, with the remaining assets prorated on the basis of the benefits provided under the terms of the next most recent Plan amendment. The interpretation and application of this Section 16.4. shall be in conformity with any regulations issued under ERISA Section 4044 and/or Code Section 401(a)(4).

16.5. Continuation of the Trust Agreement, Etc.

16.5.1. The allocation and provision for the benefits described in Subsections 16.4.1. through 16.4.3., inclusive, shall be accomplished through continuance of the Trust Agreement, the creation of a new Trust Agreement, or the purchase of annuity contracts.

16.5.2. However, the Committee, upon finding that it is not practicable or desirable under the circumstances to do any of the foregoing with respect to one or more of the payment priority categories listed in Section 16.4., may, to the extent permissible under applicable law and with the consent of the Board of Managers, or if there is no Board of Managers, the presiding officer of the Plan Sponsor, or its properly authorized delegate, provide some other means of providing for benefits including cash payments, but no change shall be effected in the order of precedence and the basis of allocation established therein.

16.6. Plan Termination Date. The “Plan Termination Date,” as used in this Article 16., shall be:

16.6.1. The date established by the Committee and agreed to by the Pension Benefit Guaranty Corporation, if the Plan is terminated in accordance with ERISA Section 4041;

16.6.2. The date established by the Pension Benefit Guaranty Corporation and agreed to by the Committee, if the Plan is terminated by the Pension Benefit Guaranty Corporation in accordance with ERISA Section 4042; or

16.6.3. The date established by a court of competent jurisdiction if the Plan is terminated in accordance with either of the foregoing sections of ERISA but no agreement is reached between the Committee and the Pension Benefit Guaranty Corporation or a judicially appointed trustee.

16.7. Partial Termination.

16.7.1. In the event of a partial termination of the Plan within the meaning of Code Section 411(d)(3), all benefits of all Participants affected by such partial termination, to the extent they are funded on the date of the partial termination, shall be fully vested as of that date.

16.7.2. The portion of the assets of the Plan that are affected by a partial termination shall be used exclusively for the benefit of the affected Participants and their Beneficiaries, and no part thereof shall otherwise be applied prior to the satisfaction of all liabilities with respect to the affected Participants and their Beneficiaries, except to the extent permitted by law.

16.7.3. In the event that it is necessary or advisable to allocate and distribute the portion of the Plan assets affected by a partial termination, the allocation and payment priority shall be established in accordance with the provisions of Section 16.4. However, any remaining assets shall not be returned to the U.S. Department of Energy as provided under Subsection 16.4.6. but rather will be used as soon as possible to reduce Company Contributions to the Plan.

16.7.4. Any such allocation and payment of benefits in the event of a partial termination shall be effected in accordance with the provisions of Section 16.4., and a partial termination date shall be fixed in accordance with the provisions of Section 16.6.

16.8. Replacement Contractor. Notwithstanding the preceding provisions of this Article 16., the following limitations shall apply with respect to the vesting of Participants in their benefits attributable to Company Contributions in the event that the Company is replaced by another contractor to perform part or all of the work provided in their contracts with the U.S. Department of Energy (the "Replacement Contractor"):

16.8.1. In the event that the Replacement Contractor adopts and maintains the Plan, the replacement of the Company by the Replacement Contractor shall not be considered a termination of the Plan, and the rights of Participants under the Plan shall be determined in the same manner as if the Company had not been replaced by the Replacement Contractor.

16.8.2. In the event that the Replacement Contractor maintains another retirement plan that qualifies under Code Section 401(a) to which the assets and liabilities under this Plan are transferred in a transaction that satisfies the requirements of Section 15.2., the transfer of assets and liabilities shall not be automatically deemed to be a termination of the Plan.

ARTICLE 17.

RESTRICTION ON ALIENATION

17.1. General Restrictions Against Alienation.

17.1.1. The interest of any Participant or Beneficiary in the income, benefits, payments, claims or rights hereunder, or in the Trust Fund shall not in any event be subject to sale, assignment, hypothecation, or transfer. Each Participant and Beneficiary is prohibited from anticipating, encumbering, assigning, or in any manner alienating his interest under the Trust Fund, and is without power to do so. The interest of any Participant or Beneficiary shall not be liable or subject to his debts, liabilities, or obligations, now contracted, or which may be subsequently contracted. The interest of any Participant or Beneficiary shall be free from all claims, liabilities, bankruptcy proceedings, or other legal process now or hereafter incurred or arising; and the interest or any part thereof, shall not be subject to any judgment rendered against the Participant or Beneficiary.

17.1.2. In the event any person attempts to take any action contrary to this Article 17., such action shall be void and the Company, the Committee, the Trustees and all Participants and their Beneficiaries, may disregard that action and are not in any manner bound thereby, and they, and each of them separately, shall suffer no liability for any such disregard thereof, and shall be reimbursed on demand out of the Trust Fund for the amount of any loss, cost or expense incurred as a result of disregarding or of acting in disregard of such action.

17.1.3. The preceding provisions of this Section 17.1. shall be interpreted and applied by the Committee in accordance with the requirements of Code Section 401(a)(13) and ERISA Section 206(d) as construed and interpreted by authoritative judicial and administrative rulings and regulations.

17.2. Qualified Domestic Relations Orders. The rules set forth in Subsection 17.1. above shall not apply with respect to a Qualified Domestic Relations Order described below.

17.2.1. A "Qualified Domestic Relations Order" is a judgment, decree, or order (including approval of a property settlement agreement) that --

17.2.1.1. Creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant,

17.2.1.2. Relates to the provision of child support, alimony payments, or marital property rights to a Spouse, child or other dependent of a Participant,

17.2.1.3. Is made pursuant to a State domestic relations law (including a community property law), and

17.2.1.4. Clearly specifies:

17.2.1.4.1. The name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the order (if the Plan Administrator does not have reason to know that address independently of the order);

17.2.1.4.2. The amount or percentage of the Participant's benefits to be paid to each Alternate Payee, or the manner in which the amount or percentage is to be determined;

17.2.1.4.3. The number of payments or period to which the order applies; and

17.2.1.4.4. Each plan to which the order applies.

For purposes of this Section 17.2., "Alternate Payee" means any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable with respect to the Participant.

17.2.2. A domestic relations order is not a Qualified Domestic Relations Order if it requires --

17.2.2.1. The Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan,

17.2.2.2. The Plan to provide increased benefits (determined on the basis of actuarial value), or

17.2.2.3. The payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under a previous Qualified Domestic Relations Order.

17.2.3. A domestic relations order shall not be considered to fail to satisfy the requirements of Subsection 17.2.2.1. above with respect to any payment made before a Participant has separated from service solely because the order requires that payment of benefits be made to an Alternate Payee --

17.2.3.1. On or after the date on which the Participant attains (or would have attained) Earliest Retirement Age, as defined in Code Section 417(f)(3),

17.2.3.2. As if the Participant had retired on the date on which such payment is to begin under such order (but taking into account only the present value of benefits accrued and not taking into account the present value of any subsidy for early retirement benefits), and

17.2.3.3. In any form in which such benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her subsequent spouse).

However, if the Participant dies before his Earliest Retirement Age, the Alternate Payee is entitled to benefits only if the Qualified Domestic Relations Order requires survivor benefits to be paid to the Alternate Payee. For purposes of Subsection 17.2.3.2., the present value of benefits shall be determined according to the Actuarial Basis as defined in Subsection 2.3.2.

17.2.4. To the extent provided in any Qualified Domestic Relations Order, the former Spouse of a Participant shall be treated as a surviving Spouse of the Participant for purposes of applying the rules of Article 8. (relating to minimum survivor annuity requirements).

17.2.5. In the case of any domestic relations order received by the Plan --

17.2.5.1. The Plan Administrator shall promptly notify the Participant and any Alternate Payee of the receipt of the order and the Plan's procedures for determining the qualified status of domestic relations orders, and

17.2.5.2. Within a reasonable period after the receipt of the order, the Plan Administrator shall determine whether the order is a Qualified Domestic Relations Order and shall notify the Participant and each Alternate Payee of the determination.

17.2.6. The Plan Administrator shall establish reasonable procedures to determine the qualified status of domestic relations orders and to administer distributions under Qualified Domestic Relations Orders.

17.2.6.1. During any period in which the issue of whether a domestic relations order is a Qualified Domestic Relations Order is being determined (by the Plan Administrator, by a court of competent jurisdiction, or otherwise), the Plan Administrator shall separately account for the amounts which would have been payable to the Alternate Payee during the period if the order had been determined to be a Qualified Domestic Relations Order.

17.2.6.2. If within eighteen (18) months the order (or modification thereof) is determined to be a Qualified Domestic Relations Order, the Plan Administrator shall pay the segregated amounts (plus any interest thereon) to the person or persons entitled thereto.

17.2.6.3. If within eighteen (18) months --

17.2.6.3.1. It is determined that the order is not a Qualified Domestic Relations Order, or

17.2.6.3.2. The issue as to whether the order is a Qualified Domestic Relations Order is not resolved,

then the Plan Administrator shall pay the segregated amounts (plus any interest thereon) to the person or persons who would have been entitled to the amounts if there had been no order (assuming such benefits were otherwise payable).

17.2.6.4. Any determination that an order is a Qualified Domestic Relations Order that is made after the close of the eighteen (18) month period shall be applied prospectively only.

17.3. Loans. No loans from the Trust Fund to any Participant, regardless of whether secured or unsecured, shall be permitted.

ARTICLE 18.

APPLICATION FOR BENEFITS

18.1. Application for Benefits.

18.1.1. Any person claiming benefits under the Plan (“Claimant”) shall submit an application therefore to the Benefits Office, together with such other documents and information as the Committee may require.

18.1.2. In the case of any Claimant suffering from a disability which prevents such Claimant from making personal application for benefits, the Committee may, in its discretion, permit application to be made by another person acting on his behalf.

18.2. Action on Application.

18.2.1. Except as otherwise stated in 18.2.3. below, the Committee or its designee, shall notify a Claimant of the Plan’s benefit determination in writing or electronically within a reasonable period of time after receipt of the claim, but not later than ninety (90) days after receipt of the claim by the Plan. If special circumstances require an additional extension of time for processing the claim, the Committee or its designee shall provide the Claimant with notice of the extension prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to make the benefit determination.

18.2.2. If the Claimant’s application is wholly or partially denied, the Claimant shall be furnished written or electronic notice which shall set forth specific reasons for the denial, with references to the Plan provisions upon which the denial is based, a description of any additional information or material necessary for perfection of the application (together with an explanation why such material or information is necessary), an explanation of the Plan’s claims review procedure, including the Claimant’s right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal, and a statement that the Claimant shall be provided, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to his or her claim. Any electronic notification under this Section shall comply with the applicable standards imposed under 29 CFR 2520.104b-1(c)(1)(i), (iii) and (iv).

18.2.3. Notwithstanding the above, if the application or claim relates to a benefit that requires the determination of a Total and Permanent Disability and the Claimant is a Participant who is not covered by the Company’s long term disability program (hereinafter referred to in this Section 18.2. and Section 18.3. as a “Disability Claim”), the decision on the Disability Claim shall be rendered by the third party Disability Claim administrator contracted to make such determination on behalf of the Plan (hereinafter referred to in this Section 18.2. and Section 18.3. as the “Third Party Disability Claim Administrator”). In conducting its review and in furnishing notice to the Claimant in the event of any denial, the Third Party Disability Claim

Administrator shall comply with applicable Department of Labor regulations under 29 CFR 2560.503-1.

18.2.4. A Claimant who wishes to contest the denial of his or her application for benefits or to contest the amount of benefits payable shall follow the administrative procedures for an appeal of claims as set forth in Section 18.3. below, and shall exhaust such administrative procedures prior to seeking any other form of relief.

18.3. Appeals.

18.3.1. In order to appeal the decision rendered by the Committee (or its designee) or the Third Party Disability Claim Administrator, with respect to his or her application for benefits or with respect to the amount of his or her benefits, the Claimant must follow the appeal procedures set forth in this Section 18.3.

18.3.2. Except as provided in Subsection 18.3.5., the appeal must be made to the Committee, in writing, within sixty (60) days after the date of notice of the decision with respect to the application. The Claimant shall be provided, upon request and free of charge, reasonable access to and copies of, all documents, records and other information relevant to the Claimant's claim for benefits. The review shall take into account all comments, documents, records and other information submitted by the Claimant without regard to whether such information was submitted in the initial benefit determination.

18.3.3. The decision of the Committee shall be made promptly, and not later than sixty (60) days after the Committee's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review.

18.3.4. The decision on review shall be furnished in writing or electronically and, if denied in whole or in part on appeal, shall include specific reasons for the denial, written in a manner calculated to be understood by the Claimant with specific reference to the pertinent Plan provisions upon which the decision is based. The decision shall include the following: a statement that the Claimant is entitled to receive, free of charge, copies of all documents, records and information relevant to his or her claim, and a statement that the Claimant is entitled to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal. Any electronic notification under this Section shall comply with the applicable standards imposed under 29 CFR 2520.104b-1(c)(1)(i), (iii) and (iv).

18.3.5. Notwithstanding the above, a request for a review of a Disability Claim that is partially or wholly denied by the Third Party Disability Claim Administrator shall be made in writing by the Claimant to the Third Party Disability Claim Administrator within one hundred eighty (180) days after the date of notice of the decision with respect to such Disability Claim. The review on appeal shall be conducted by an individual or party designated by the Third Party Disability Claim Administrator (referred to herein as the "Reviewing Disability Claims Administrator") who is neither the individual or party who denied the initial Disability Claim nor a subordinate thereof. The Reviewing Disability Claim Administrator shall comply

with applicable Department of Labor regulations under 29 CFR 2560.503-1 in rendering its decision on appeal and in furnishing notice to the Claimant in the event of any denial.

18.3.6. The Committee's or Reviewing Disability Claim Administrator's decision on appeal shall be final and binding on all parties.

18.4. Missing Participant and/or Beneficiary.

18.4.1. The rules of this Subsection 18.4.1. apply where a Participant has failed to make an application for benefits as required under Section 18.1. In this case, no payments shall be made until the Participant makes a proper application for benefits. However, when these payments do commence, they shall be made retroactive to the date on which they would have commenced (but no earlier than the Participant's Normal Retirement Date) had an application for benefits been timely filed.

18.4.2. The rules of this Subsection 18.4.2. apply where a Participant has properly applied for the payment of his benefits, which are payable in the form of a single life annuity under Article 8., but the Participant cannot be located for purposes of paying his benefit to him. In this case, no payments shall be made until the Participant is located. However, when these payments do commence, they shall be made retroactive to the date on which they would have commenced had he been located on the date the benefits first became payable to him.

18.4.3. The following rules of this Subsection 18.4.3. apply where a Participant has properly applied for the payment of his benefits, which are payable in the form of a joint and survivor annuity to the Participant and his Spouse, and the Participant and/or the Spouse cannot be located:

18.4.3.1. The rules of this Subsection 18.4.3.1. apply in the case where the Participant cannot be located. In this case, the payments shall be made to the Spouse.

18.4.3.2. The rules of this Subsection 18.4.3.2. apply in the case where the Participant has died and the Spouse cannot be located for purposes of making the benefit payments. In this case, no payments shall be made until the Spouse can be located. However, when these payments do commence, they shall be made retroactive to the date on which they would have commenced had he been located on the date the benefits first became payable to him.

18.4.3.3. The rules of this Subsection 18.4.3.3. apply in the case where both the Participant and his Spouse cannot be located. In this case no payments shall be made until either the Participant or the Spouse can be located, and shall be paid to whichever of the two (2) persons is located first. However, when these payments do commence, they shall be made retroactive to the date on which they would have commenced had he been located on the date the benefits first became payable to him.

ARTICLE 19.

LIMITATIONS ON AMOUNT OF RETIREMENT BENEFITS

19.1. Basic Limitation.

19.1.1. Notwithstanding anything to the contrary contained in this Plan, and subject to the adjustments set forth below in this Article, the maximum annual amount of retirement benefit payable to a Participant under this Plan (the "Defined Benefit Dollar Limitation") shall not exceed the lesser of:

19.1.1.1. The Specific Dollar Limitation (as defined herein below);
or

19.1.1.2. One hundred percent (100%) of the Participant's average compensation, as defined in Subsection 19.1.2. below, for the three (3) (or the Participant's actual number of years of service, including fractions thereof (but not less than one (1)), if fewer) consecutive calendar years during which he had the greatest aggregate compensation.

As used herein "Specific Dollar Limitation" shall mean ninety thousand dollars (\$90,000), as that amount is adjusted consistent with Code Section 415(d) and effective for Limitation Years beginning on or after October 1, 2007, Treasury Regulation Section 1.415(b)-1(a) (two hundred five thousand dollars (\$205,000) effective October 1, 2013).

In the case of a Participant who is rehired by the Employer after a termination of employment, the Participant's average compensation for his three highest-paid consecutive years shall be calculated by excluding all years for which the Participant performs no services for, and receives no compensation from, the Company or any Affiliated Company and by treating the years immediately preceding and following such break in employment as consecutive.

19.1.2. Notwithstanding anything to the contrary in this Plan, for purposes of this Article (other than Section 19.10.) "compensation" shall include only the wages, salaries, fees for professional services and other amounts received by an Employee (without regard to whether an amount is paid in cash) for personal services actually rendered in the course of employment with the Company or a predecessor Company or any of its Affiliated Companies to the extent such amounts are includible in income (or to the extent amounts would have been received and includible in gross income but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), 457(b), or effective for Limitation Years on or after October 1, 2001, 132(f)(4)). These amounts include, but are not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, reimbursements, and expense allowances under a non-accountable plan (as described in Treasury Regulations Section 1.61-2(c)). Notwithstanding the foregoing, "compensation" (as defined herein) shall exclude the following:

19.1.2.1. Company contributions to a plan of deferred compensation which are not included in the Participant's gross income for the taxable year in which contributed, or Company contributions under a simplified employee pension plan to the extent

such contributions are deductible by the Participant, or any distributions from a plan of deferred compensation;

19.1.2.2. Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

19.1.2.3. Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

19.1.2.4. Other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Participant and are not salary reduction amounts that are described in Code Section 125).

Effective for Limitation Years beginning on or after October 1, 2007, in determining a Participant's average compensation for the Participant's three (3) (or the Participant's actual number of years of service, if fewer) highest-paid consecutive calendar years, a Participant's compensation, as defined in this Subsection 19.1.2., shall not include compensation in excess of the limitation under Code Section 401(a)(17) (as adjusted in accordance with Code Section 401(a)(17)(B)) that is in effect for the calendar year. In determining a Participant's compensation (as defined herein) for any Limitation Year, there shall be taken into account only the compensation that is actually paid to (or treated as paid to) or made available to a Participant (or, if earlier, includible in the gross income of the Participant) during such Limitation Year. For this purpose compensation is treated as paid on a date if it is actually paid on that date or would have been paid on that date but for an election under Code Section 125, 132(f), 401(k), 403(b), 408(k), 408(p)(2)(A)(i), or 457(b). Additionally, except as otherwise stated herein, such compensation must be paid to the Participant prior to the Participant's severance from employment with the Company or any of its Affiliated Companies. In all cases this Subsection 19.1.2. shall be interpreted and applied in compliance with the provisions of Internal Revenue Code Section 415(c)(3) and Treasury Regulations Section 1.415(c)-2 or any successor thereto.

19.1.2.5. Amounts received after severance from employment but prior to the later of (A) the end of the Limitation Year in which the Participant terminates employment, or (B) two and one-half (2-1/2) months following the Participant's severance from employment, provided they represent:

19.1.2.5.1. payment of regular compensation for services during the Participant's regular working hours, or compensation for services outside his regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, that would have been paid to the Participant before his severance from employment had the Participant continued in employment;

19.1.2.5.2. payment of unused accrued bona fide sick, vacation, or other leave, but only if (i) the Participant would have been able to use the leave had the Participant not had a severance from employment, and (ii) these payments would have been

included in the definition of Compensation under this Section 16.02 if they had been paid before the Participant's severance from employment; and

19.1.2.5.3. payment pursuant to a nonqualified unfunded deferred compensation plan that would have been paid to the Participant at the same time if the employee had continued employment.

19.1.2.6. Payments to an individual who does not currently perform services by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent the payments do not exceed the amount the individual would have received if the individual had continued to perform services rather than entering qualified military service.

19.1.3. For purposes of applying the limitations of this Article, the Specific Dollar Limitation for any Limitation Year shall be the Specific Dollar Limitation as in effect on the last day of such Limitation Year.

19.2. Annual Additions.

19.2.1. Notwithstanding anything to the contrary contained in this Plan, for any Participant, the total Annual Additions under this Plan and any defined contribution plan (as defined in Code Section 414(i)) or defined benefit plan (as defined in Code Section 414(j)) of the Company or an Affiliated Company for any Plan Year shall not exceed the lesser of:

19.2.1.1. The Defined Contribution Dollar Limitation (indexed as provided in Code Section 415(d)); or

19.2.1.2. One hundred percent (100%) (twenty-five percent (25%) prior to January 1, 2002) of the Participant's "compensation" from the Company and any Affiliated Companies for the year, excluding amounts otherwise treated as Annual Additions under Subsection 19.2.2. below. "Compensation" for purposes of this limitation on Annual Additions shall be as defined in Subsection 19.1.2.

19.2.2. The compensation percentage limitation referred to in Subsection 19.2.1.2. above shall not apply to:

19.2.2.1. Any contribution for medical benefits (within the meaning of Code Section 419A(f)(2)) after separation from service which is otherwise treated as an Annual Addition, or

19.2.2.2. Any amount otherwise treated as an Annual Addition under Code Section 415(l)(1).

19.2.3. For purposes of this Section 19.2., "Annual Additions" shall mean, for any Plan Year, the sum of:

19.2.3.1. the amount credited to a Participant's accounts under all defined contribution plans from contributions by the Company and any Affiliated Companies

(including amounts deferred under a cash or deferred arrangement under Code Section 401(k) (other than catch-up contributions made pursuant to Code Section 414(v))));

19.2.3.2. the amount attributable to Participant contributions under all defined benefit plans of the Company and any Affiliated Companies, as determined using the factors described in Code Section 411(c)(2)(B) and regulations thereunder, and the Participant's contributions under all defined contribution plans of the Company and any Affiliated Companies;

19.2.3.3. any forfeitures allocated to the Participant; and

19.2.3.4. any amounts described in Code Section 415(l)(1) or 419(A)(d)(2),

but shall not include the amount of any rollover contributions as that term is used in Code Section 415(c)(2) or any transfers from another tax-qualified plan. The Annual Addition for any Plan Year beginning before January 1, 1987 shall not be recomputed to treat all Participant contributions as Annual Additions.

19.2.4. In general, contributions for any Plan Year under this Plan and any other defined contribution plan (as defined in Code Section 414(i)) or defined benefit plan (as defined in Code Section 414(j)) maintained by the Company or an Affiliated Company will be determined so as to avoid Annual Additions in excess of the limitations set forth in this Section 19.2. However, if as a result of an administrative error the Annual Additions for a Participant under this Plan (after giving effect to the maximum permissible adjustments under the defined contribution plans of the Company and all Affiliated Companies) would exceed the applicable limitations described in Section 19.2., the excess Annual Additions amount under this Plan shall be used to reduce Company contributions for the next Plan Year for the Participant (and succeeding Plan Years as necessary) if the Participant is covered by the Plan as of the end of the Plan Year. However, if the Participant is not covered by the Plan as of the end of the Plan Year, then the excess amounts shall be held unallocated in a suspense account for the Plan Year and used to reduce Company contributions for the next Plan Year (and succeeding Plan Years, as necessary) for all remaining Participants in the Plan. In no event shall excess amounts be distributed to Participants or former Participants.

19.3. Participation in Other Defined Benefit Plans. The limitations of this Article with respect to any Participant who at any time is or has been a participant in any other defined benefit plan, as defined in Code Section 414(j) (whether or not the plan has been terminated), maintained by the Company or an Affiliated Company shall be applied as if the total benefits payable under all such defined benefit plans in which the Participant has been a participant were payable from one plan.

19.4. Participation in Defined Contribution Plans. Effective for Plan Years commencing prior to January 1, 2000, if a Participant in this Plan is or was also a participant in a defined contribution plan, as defined in Code Section 414(i) (whether or not the plan has been terminated), to which contributions are made by the Company or a predecessor Company or an Affiliated Company (whether or not the plan has been terminated), then in addition to the

limitation contained in Section 19.1. of this Plan, the “Combined Plan Fraction” shall not exceed 1.0.

19.4.1. The provisions of this Section 19.4. shall apply to any Participant (herein a “Combined Plan Participant”) in this Plan who is or was also a participant in a defined contribution plan, as defined in Code Section 414(i), to which contributions are or were made by the Company or a predecessor Company or an Affiliated Company (whether or not the plan has been terminated). In addition to the limitation contained in Section 19.1. of this Plan, for any Limitation Year the Combined Plan Fraction for any Combined Plan Participant shall not exceed 1.0. As used herein, “Combined Plan Fraction” means, with respect to any Combined Plan Participant, a fraction equal to the sum of the Defined Contribution Plan Fraction and the Defined Benefit Plan Fraction for such Participant. In all cases the calculation of such Combined Plan Fraction shall be made in accordance with the provisions of Code Section 415(e) and the following rules of this Section.

19.4.2. “Defined Contribution Plan Fraction” means a fraction determined in accordance with the provisions of Code Section 415(e) and the following rules with respect to the combined participation by a Participant in all defined contribution plans of the Company or a predecessor Company and all Affiliated Companies:

19.4.2.1. The numerator of such fraction is the sum (as determined as of the end of the applicable Limitation Year) of all Annual Additions to the Participant’s accounts under all such plans for all of his years of participation in such plans.

19.4.2.2. The denominator of the fraction is the sum of the lesser of the following amounts determined separately with respect to each Limitation Year and each year of service:

19.4.2.2.1. The product of 1.25 multiplied by the dollar limitation under Code Section 415(c)(1)(A) (determined without regard to Subsection (c)(6) thereof) in effect for the applicable Limitation Year; or

19.4.2.2.2. The product of 1.4 multiplied by an amount equal to the percentage of compensation limitation under Code Section 415(c)(1)(B) (or Subsection (c)(7) thereof, if applicable) that applies with respect to the Participant for the applicable Limitation Year.

19.4.2.3. Solely in the case of a defined contribution plan in existence on July 1, 1982, at the election of the Plan Administrator, in applying the above rules with respect to any year ending after December 31, 1982, the denominator with respect to each Participant for all years ending before January 1, 1983, shall be an amount equal to the product of the denominator for the year ending in 1982 (determined using the rules in effect under Code Section 415(e)(3)(B) at that time) multiplied by the Transition Fraction. The “Transition Fraction” is a fraction the numerator of which is the lesser of fifty-one thousand eight hundred seventy-five dollars (\$51,875), or 1.4 multiplied by twenty-five percent (25%) of the compensation of the Participant for the year ending in 1981, and the denominator of which is the

lesser of forty-one thousand five hundred dollars (\$41,500), or twenty-five percent (25%) of the compensation of the Participant for the year ending in 1981.

19.4.3. “Defined Benefit Plan Fraction” means a fraction determined in accordance with the provisions of Code Section 415(e) and the following rules with respect to the combined participation by a Participant in all defined benefit plans of the Company or a predecessor Company and all Affiliated Companies:

19.4.3.1. The numerator of such fraction is the projected annual benefit of the Participant under all such plans (determined as of the close of the applicable Limitation Year). For purposes of this Subsection, a Participant’s projected annual benefit shall be determined in accordance with Treasury Regulations Section 1.415-7(b)(3).

19.4.3.2. The denominator of such fraction is the lesser of (A) the product of 1.25 multiplied by the dollar limitation under Code Section 415(b)(1)(A) for the applicable Limitation Year; or (B) the product of 1.4 multiplied by the percentage of compensation limitation under Code Section 415(b)(1)(B) with respect to the Participant for the applicable Limitation Year.

19.4.4. In the case of any Combined Plan Participant with respect to whom the Combined Plan Fraction for any Limitation Year would exceed 1.0, the following corrective action shall be taken:

19.4.4.1. First, the Committee or Plan Administrator shall make such elections under Code Section 415 as may be available (if any) which would allow the Plan to satisfy the Combined Plan Fraction requirements of Code Section 415(e) without causing any reduction in the benefits of participants under this Plan or any defined contribution plan included in the calculation of the Combined Plan Fraction (herein an “Included Defined Contribution Plan”).

19.4.4.2. Second, to the maximum extent permissible under the applicable provisions of Code Sections 401 through 415, the benefits payable with respect to such Combined Plan Participant under this Plan shall be reduced or otherwise adjusted so as to allow the Combined Plan Participant to satisfy the Combined Plan Fraction requirements of Code Section 415(e) for the applicable Limitation Year.

19.4.4.3. After reducing or otherwise adjusting the benefits under this Plan to the maximum permissible extent as provided under Subsection 19.4.4.1. above, to the extent necessary to achieve compliance with the Combined Plan Fraction requirements of Code Section 415(e), benefits otherwise payable under the Included Defined Contribution Plans to such Combined Plan Participant shall be reduced.

19.5. Adjustments in the Limitation. In applying the Defined Benefit Dollar Limitation on the maximum amount of annual retirement income permitted under Section 19.1. above, the following special rules and adjustments shall be applied:

19.5.1. The Defined Benefit Dollar Limitation shall only apply to benefits attributable to Company Contributions, and any benefits payable at any time under this Plan

attributable to Participant contributions shall be paid in addition to the maximum permitted benefit attributable to Company Contributions (subject, however, to applicable limitations under Code Section 415 upon the payment of benefits attributable to employee contributions under a defined benefit plan).

19.5.2. If the retirement benefit of a Participant commences before the Participant's attainment of age sixty-two (62) (Social Security Retirement Age for periods prior to October 1, 2002), the Defined Benefit Dollar Limitation shall be adjusted so that it is the actuarial equivalent of an annual benefit equal to the Specific Dollar Limitation, beginning at age sixty-two (62) (Social Security Retirement Age for periods prior to October 1, 2002). The adjustment provided for in the preceding sentence shall be made in accordance with this Subsection 19.5.2.

19.5.2.1. For Plan Years commencing prior to October 1, 1995, the adjustment shall be made as follows:

19.5.2.1.1. in the case of a Participant whose Social Security Retirement Age is age sixty-five (65), the Specific Dollar Limitation shall be reduced by 5/9 of 1% for each month by which benefits commence before the month in which the Participant attains age sixty-five (65),

19.5.2.1.2. in the case of a Participant whose Social Security Retirement Age is greater than age sixty-five (65), the Specific Dollar Limitation shall be reduced by 5/9 of 1% for each of the first thirty-six (36) months and 5/12 of 1% for each of the additional months (up to twenty-four (24)) by which benefits commence before the month in which the Participant attains Social Security Retirement Age, and

19.5.2.1.3. if the benefit begins before age sixty-two (62), the benefit must be limited to the actuarial equivalent of the participant's Specific Dollar Limitation for benefits commencing at age sixty-two (62), with the reduced dollar limitation for such benefits further reduced for each month by which benefits commence before the month in which the Participant attains age sixty-two (62). In order to determine the actuarial equivalent for this purpose, the interest rate assumption used by the Plan may not be less than the greatest of five percent (5%) or the applicable rate determined under Section 2.3.

19.5.2.2. For Plan Years commencing on and after October 1, 1995, the adjustment shall be made as follows:

19.5.2.2.1. Except as provided in Subsection 19.5.2.2.2. below, the interest rate assumption used to adjust benefits commencing before age sixty-two (62) shall not be less than the greater of five percent (5%) or the applicable interest rate specified in Section 2.3.

19.5.2.2.2. For purposes of adjusting any benefit that is payable in the form of an annual life annuity and is subject to the provisions of Code Section 417(e)(3) (relating to restrictions on cash-outs), the interest rate specified in Code Section 417(e)(3) shall be substituted for "five percent (5%)" in Subsection 19.5.2.2.1. above, except that

(1) with regard to Plan Years beginning on October 1, 2004 and October 1, 2005, “five and one-half percent (5.5%)” shall be substituted for “five percent (5%)” and,

(2) for Limitation Years beginning on or after October 1, 2006, the interest rate shall not be less than the greatest of (i) five and one-half percent (5.5%), (ii) the applicable interest rate specified in Section 2.3, or (iii) the rate the produces a benefit of not more than one hundred and five percent (105%) of the benefit that would be produced using the interest rate specified in Code Section 417(e)(3).

Notwithstanding any provision contained in this Subsection 19.5.2.2.2., the accrued benefit of any Participant receiving a distribution after December 31, 2003 and before January 1, 2005, in a form subject to the provisions of Code Section 417(e)(3) shall not be less than the amount determined under the terms of the Plan as in effect on September 30, 2004.

19.5.2.2.3. For purposes of adjusting any benefit or limitation under this Subsection 19.5.2.2., the applicable mortality table prescribed by the Secretary of the Treasury, as determined under Code Section 415(b)(2)(E), shall be used.

19.5.3. If the retirement benefit of a Participant commences after the Participant’s attainment of age sixty-five (65) (Social Security Retirement Age for periods prior to October 1, 2002), the Defined Benefit Dollar Limitation shall be adjusted so that it is the actuarial equivalent of the Specific Dollar Limitation beginning at age sixty-five (65) (Social Security Retirement Age for periods prior to October 1, 2002), based on the lesser of the interest rate assumption under the Plan or on an assumption of five percent (5%) per year and the applicable mortality table under Subsection 19.5.2.

19.5.4. In the event that all or any portion of a Participant’s retirement income is payable in a form other than a single life annuity for the life of the Participant or a Qualified Joint and Survivor Annuity, for purposes of applying the Defined Benefit Dollar Limitation, such other plan benefit shall be adjusted to a straight life annuity (commencing at the same age) which is the actuarial equivalent Value of such other plan benefit.

19.5.5. For purposes of making the actuarial adjustments to the Defined Benefit Dollar Limitation or to Plan benefits as provided under Subsection 19.5.4., the applicable interest rate and applicable mortality table provided under Subsection 19.5.2. above shall be used for determining Actuarial Equivalent Values.

19.5.6. Notwithstanding anything to the contrary in this Article 19., the accrued benefit of any Participant shall never be less than a benefit equal to the greater of (i) the Participant’s accrued benefit determined under the terms of the Plan for the benefit commencement starting date and optional form and taking into account the provisions of this Section 19.5., as amended effective October 1, 1995, or (ii) the Participant’s accrued benefit determined under the terms of the Plan as of September 30, 1995 for the benefit commencement starting date and optional form, taking into account the provisions of this Section 19.5., as in effect prior to October 1, 1995.

19.5.7. In all cases the adjustments described hereinabove shall be made in accordance with requirements as may be prescribed by the Secretary of the Treasury under the applicable provisions of Code Section 415.

19.6. Benefits Not in Excess of \$10,000. The foregoing provisions of this Article shall not apply to any Participant who has not at any time participated in any defined contribution plan maintained by the Company if his total annual benefit in any year is not in excess of ten thousand dollars (\$10,000).

19.7. Adjustment of Limitation for Years of Service or Participation.

19.7.1. If a Participant has completed less than ten (10) years of participation, the Participant's retirement benefit shall not exceed the Defined Benefit Dollar Limitation as adjusted by multiplying such amount by a fraction, the numerator of which is the Participant's number of years (or part thereof) of participation in the Plan, and the denominator of which is ten (10).

19.7.2. If a Participant has completed less than ten (10) Years of Vesting Service with the Affiliated Companies, the limitations described in Subsection 19.1.1.2. and Section 19.6. shall be adjusted by multiplying such amounts by a fraction, the numerator of which is the Participant's number of Years of Vesting Service (or part thereof), and the denominator of which is ten (10).

19.7.3. In no event shall Subsections 19.7.1. and 19.7.2. reduce the limitations provided under Subsection 19.1.1.2. and Section 19.4. to an amount less than one-tenth (1/10) of the applicable limitation (as determined without regard to this Section 19.7.).

19.7.4. To the extent provided by the Secretary of the Treasury, this Section 19.7. shall be applied separately with respect to each change in the benefit structure of the Plan.

19.8. Affiliated Company. For purposes of this Article, the determination of whether a company is an Affiliated Company shall be made after applying the modifications required by Code Section 415(h) to the percentage tests of Code Section 414(b) and (c) (except in the case of a brother-sister group of trades or businesses under Treasury Regulation 1.414(c)-2(c)).

19.9. Preservation of Retirement Benefit Accrued as of September 30, 1987. If the retirement benefit accrued by a Participant as of September 30, 1987 exceeds the Defined Benefit Dollar Limitation, to the extent permissible under Code Section 415, the Defined Benefit Dollar Limitation with respect to such Participant shall be equal to the Participant's retirement benefit accrued as of September 30, 1987.

19.10. Restriction of Benefits. In the event of a Plan termination, the benefit of any Highly Compensated Employee, as defined in Code Section 414(q) (and any Highly Compensated former Employee), shall be limited to a benefit that is nondiscriminatory under Code Section 401(a)(4) and shall be determined in accordance with this Section 19.10.

19.10.1. In the event of a Plan termination, the annual payments to a Participant described in Subsection 19.10.2. below shall be restricted to an amount equal to the payments

that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's accrued benefit and the other benefits under the Plan. The restrictions in this Subsection 19.10.1. shall not apply, however, if:

19.10.1.1. After payment to a Participant described in Subsection 19.10.2. below of all benefits described in Subsection 19.10.3. below, the value of Plan assets equals or exceeds one hundred ten percent (110%) of the value of current Plan liabilities, as defined in Code Section 412(l)(7), or

19.10.1.2. The value of the benefits described in Subsection 19.10.3. below for a Participant described in Subsection 19.10.2. below is less than one percent (1%) of the value of current Plan liabilities.

19.10.2. For purposes of applying the limitations of this Section 19.10., Participants whose benefits are restricted on distribution include all Highly Compensated Employees and Highly Compensated former Employees; provided, however, in any Plan Year, the total number of Participants whose benefits are subject to restriction under this Section 19.10. shall be limited by the Plan to the group of twenty-five (25) Highly Compensated Employees and Highly Compensated former Employees consisting of those Highly Compensated Employees and Highly Compensated former Employees with the greatest compensation.

19.10.3. For purposes of applying the limitations of this Section 19.10., "benefit" includes loans in excess of the amounts set forth in Code Section 72(p)(2)(A), any periodic income, any withdrawal values payable to a living employee, and any death benefits not provided for by insurance on the Participant's life.

19.11. Preservation of Retirement Benefit Accrued as of September 30, 2007. Notwithstanding any provision in the Plan to the contrary, in the case of a Participant who was a Participant prior to October 1, 2007, application of the provisions of this Article 19. as in effect on October 1, 2007, shall not cause the maximum accrued benefit limit thereunder to be less than the Participant's accrued retirement benefit determined under the provisions of the Plan that were both adopted and in effect before April 5, 2007, and that complied with applicable requirements under Code Section 415 that were in effect before April 5, 2007.

ARTICLE 20.

MISCELLANEOUS MATTERS

20.1. No Enlargement of Employee Rights.

20.1.1. This Plan is strictly a voluntary undertaking on the part of the Company and shall not be deemed to constitute a contract between the Company and any Employee, or to be consideration for, or an inducement to, or a condition of, the employment of any Employee.

20.1.2. Nothing contained in the Plan shall be deemed to give any Employee the right to be retained in the employ of the Company, to require changes in the terms of employment of an Employee, or to interfere with the right of the Company to discharge or retire any Employee at any time.

20.1.3. No Employee, prior to his acquiring a Vested Right in benefits as provided in this Plan, shall have any right to or interest in any portion of any fund, other than as herein specifically provided.

20.1.4. No person shall have any right to retirement income benefits, except to the extent provided in this Plan.

20.2. Application of Forfeitures. Any forfeiture of benefits arising for any reason, including a Participant's Severance, death or otherwise, prior to the termination of the Plan or the complete discontinuance of contributions, will not be used to increase the benefits of Participants, but will be used as soon as possible to reduce the Company Contributions otherwise payable under the Plan, or in some other manner permitted under law.

20.3. Mailing of Payments; Lapsed Benefits.

20.3.1. All payments under the Plan shall be delivered in person, mailed to the last address of the Participant (or, in the case of the death of the Participant, to the last address of any other person entitled to such payments under the terms of the Plan) furnished pursuant to Section 20.4. below, or pursuant to written authorization of the Participant, or Beneficiary, if applicable, by direct deposit in the bank account of the Participant or Beneficiary.

20.3.2. In the event that a benefit is payable under this Plan to a Participant, a Beneficiary, or any other person, and after reasonable efforts such person cannot be located for the purpose of paying the benefit, the benefit shall be forfeited and as soon thereafter as practicable shall be applied to reduce contributions by the Company. In the event any person entitled to payment of a benefit that has been forfeited in accordance with this Subsection 20.3.2. submits a claim for such benefit, the amount forfeited shall be reinstated (without regard to any interest or investment earnings on such amount) and paid to the claimant as soon as practicable following the claimant's production of reasonable proof of his identity and entitlement to such benefit. Payment shall be made out of current forfeitures, or if necessary, the Company shall make an additional contribution for purposes of paying such benefit.

20.3.3. For purposes of this Section, “Beneficiary” shall include any person entitled under Section 8.3. to receive the interest of a deceased Participant or deceased designated Beneficiary. It is the intention of this provision that the benefit will be distributed to an eligible Beneficiary in a lower priority category under Section 8.3. if no eligible Beneficiary in a higher priority category can be located by the Committee after reasonable efforts have been made.

20.3.4. Notwithstanding the foregoing, in the event that the Plan is terminated, the following rules shall apply:

20.3.4.1. All Participants (including Participants who have not previously claimed their benefits under the Plan) shall be notified of their right to receive a distribution of their interests in the Plan;

20.3.4.2. All Participants shall be given a reasonable length of time, which shall be specified in the notice, in which to claim their benefits;

20.3.4.3. The benefits of any Participants (and their Beneficiaries) who do not claim their benefits within the designated time period shall escheat to the state in accordance with applicable state law;

20.3.4.4. The Committee shall prescribe such rules as it may deem necessary or appropriate with respect to the notice and escheat rules stated above.

20.3.5. Should it be determined that the preceding rules relating to escheat of benefits upon Plan termination are inconsistent with any of the provisions of the Code and/or ERISA, these provisions shall become inoperative without the need for a Plan amendment and the Committee shall prescribe rules that are consistent with the applicable provisions of the Code and/or ERISA.

20.4. Addresses. Each Participant shall be responsible for furnishing the Committee with his correct current address and the correct current name and address of his Beneficiary.

20.5. Notices and Communications.

20.5.1. To the extent determined by the Committee or required by applicable law, applications, notices, designations, elections, and other communications from Participants shall be in writing, on forms prescribed by the Committee and shall be mailed or delivered to the office designated by the Committee, and shall be deemed to have been given when received by such office.

20.5.2. To the extent determined by the Committee or required by applicable law, a notice, report, remittance, statement and other communication directed to a Participant or Beneficiary shall be in writing and may be delivered in person or by mail. An item shall be deemed to have been delivered and received by the Participant when so deposited in the plant mail or the United States Mail with postage prepaid, addressed to the Participant or Beneficiary at his last address of record with the Committee.

20.5.3. To the extent determined by the Committee and permitted by applicable law, and not inconsistent with the terms of the Plan, the Committee may make telephonic or other electronic communication or filing methods available for certain elections, designations, or applications for benefits by Participants and for certain notices, statements or other communications to Participants.

20.6. Reporting and Disclosure. The Plan Administrator shall be responsible for the reporting and disclosure of information required to be reported or disclosed by the Plan Administrator pursuant to ERISA or any other applicable law.

20.7. Governing Law.

20.7.1. All legal questions pertaining to the Plan shall be determined in accordance with the provisions of ERISA and the laws of the State of Idaho.

20.7.2. All contributions made hereunder shall be deemed to have been made in Idaho.

20.8. Interpretation.

20.8.1. Article and Section headings are for convenient reference only and shall not be deemed to be part of the substance of this instrument or in any way to enlarge or limit the contents of any Article or Section.

20.8.2. Unless the context clearly indicates otherwise, masculine gender shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

20.9. Summary Plan Description.

20.9.1. The Company shall prepare (or cause to be prepared) a document describing the Plan (the "Summary Plan Description") which will be distributed to all Participants.

20.9.2. All costs incurred in connection with the preparation, issuance, and distribution of the Summary Plan Description shall be borne by the Trust Fund to the extent such costs are not paid by the Company.

20.9.3. In the event of any conflict between the terms of the Plan document and as set forth in the Summary Plan Description, the terms of the Plan document shall govern.

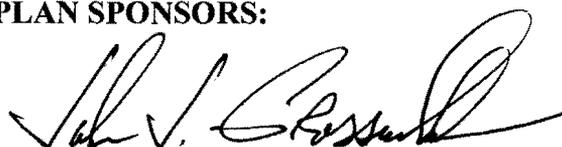
20.10. Withholding For Taxes. Any payments out of the Trust Fund may be subject to withholding for taxes as may be required by any applicable federal or state law.

20.11. Counterparts. This Plan document may be executed in any number of identical counterparts, each of which shall be deemed a complete original in itself and may be introduced in evidence or used for any other purpose without the production of any other counterparts.

IN WITNESS WHEREOF, the Plan Sponsors have caused this instrument to be executed by their duly authorized officers.

PLAN SPONSORS:

Dated: 4/7/2014



For Battelle Energy Alliance, LLC

Dated: 3/27/14



For CH2M♦WG Idaho, LLC

Dated: 3/24/14



For Idaho Treatment Group, LLC