IDAHO NATIONAL LABORATORY
EMPLOYEE INVESTMENT PLAN

As Amended and Restated Effective October 1, 2013

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IDAHO NATIONAL LABORATORY
EMPLOYEE INVESTMENT PLAN

ARTICLE 1 HISTORY

1.01 Name. The plan established and adopted hereunder is known as the IDAHO NATIONAL LABORATORY EMPLOYEE INVESTMENT PLAN ("Plan") (formerly known as the Idaho National Engineering and Environmental Laboratory Employee Investment Plan and, prior to that, the Idaho National Engineering Laboratory Employee Investment Plan).

1.02 Plan Purposes.

(a) The Plan, which is intended to constitute a profit sharing plan with a cash or deferred arrangement feature described in Code Section 401(k), 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 Code Section 401(a), 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 under Code Section 413(c) and ERISA Section 210 for any periods during which one or more entities that are not related to any of the Plan Sponsors adopt and maintain the Plan for the benefit of their eligible employees.

(b) 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 subsequently amended and restated effective October 1, 2002 (the "2002 Restatement"). The 2002 Restatement incorporated 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"). The 2007 Restatement incorporated all amendments adopted subsequent to the 2002 Restatement and amended the Plan to comply with final Treasury Regulations under Code Section 415, and to clarify application of certain Plan provisions. 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), 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

The following terms, when capitalized, will have the meaning set forth in this Article 2.

2.01 "Accounts" means the following accounts that are maintained for each Participant to the extent contributions of the particular type are made by or on behalf of the Participant pursuant to the terms of this Plan: the Participant Roth 401(k) Contributions Account and Participant Roth 401(k) Rollover Contributions Account opened and maintained pursuant to the provisions of Section 4.04; the Participant After-Tax Contributions Account opened and maintained pursuant to the provisions of Section 4.01; the Participant 401(k) Deferrals Account opened and maintained pursuant to the provisions of Section 4.03; the Company Matching Contributions Account opened and maintained for each eligible Participant pursuant to the provisions of Section 5.01; the Company Profit Sharing Contributions Account opened and maintained for each eligible Participant pursuant to the provisions of Section 5.05; and the Rollover Account opened and maintained for a Participant pursuant to the provisions of Section 4.02.

2.02 "Affiliated Company" means with respect to a Company:

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

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

(c) 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 also is a member; and

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

2.03 "BBWI" means Bechtel BWXT Idaho, LLC.

2.04 "BBWI Participant" means, for purposes of determining Company Matching Contributions under Subsection 5.01(a), an Employee of BBWI who is deemed to be an Eligible Employee in accordance with Section 2.31, who has satisfied the eligibility requirements of this Plan and has been enrolled as a Participant in accordance with the provisions of Article 3. A person who was a BBWI Participant as of September 30, 2011 shall become an ITG Participant on October 1, 2011, provided that eligibility for contributions for such person shall be determined as provided in Articles 4 and 5 of the Plan.

2.05 "BEA" means Battelle Energy Alliance, LLC.

2.06 "BEA Participant" means, for purposes of determining Company Matching Contributions under Subsection 5.01(b) and Company Profit Sharing Contributions under Subsection 5.05(a), a Participant who (i) is an Employee of BEA, (ii) has satisfied the eligibility requirements of this Plan, (iii) has been enrolled as a Participant in accordance with the provisions of Article 3, (iv) is not accruing credited service in the INL Employee Retirement Plan for Hours of Service performed on an ongoing basis, (v) was not employed by Argonne National Laboratory on January 31, 2005, or (v) is no longer deemed to be a BEA/Argonne Participant.

2.07 "BEA/Argonne Participant" means, for purposes of determining Company Profit Sharing Contributions under Subsection 5.05(c):

(a) an Eligible Employee who (i) was employed by Argonne National Laboratory on January 31, 2005, (ii) was a participant in the Argonne National Laboratory Qualified Retirement Plan for Staff Employees (the "Argonne Plan") and (iii) as of February 1, 2005, is not eligible to accrue credited service in the INL Employee Retirement Plan.

(b) An individual who became an Eligible Employee on February 1, 2005, who was employed by Argonne National Laboratory on January 31, 2005, and was not a participant in the Argonne Plan as the result of not satisfying the Argonne Plan's age and service requirement, shall become a BEA/Argonne Participant on the Entry Date on or immediately following twelve (12) months of continuous service between Argonne National Laboratory and the Company (if such individual is thirty (30) years of age or older on his or her hire date by Argonne National Laboratory, the service requirement is reduced to six (6) months).

(c) An individual shall cease being characterized as a BEA/Argonne Participant following a Break in Service or if he/she ceases to perform Covered Services as prescribed under the rules of Section 3.01.

2.08 "BEA/BBWI Participant" means, for purposes of determining Company Matching Contributions under Subsection 5.01(a), a Participant who is accruing credited service in the INL Employee Retirement Plan for Hours of Service performed on an ongoing basis.

2.09 "Beneficiary" means the person or persons last designated by a Participant in accordance with the provisions of Section 11.08, or if there is no properly designated Beneficiary or surviving Beneficiary, the person or persons designated in Section 11.08 to receive the Vested Interest of a deceased Participant.

2.10 "Benefit Commencement Date" means the date on which benefits under this Plan commence to be paid to a Participant in accordance with the provisions of this Plan.

2.11 "Benefits Office" means that organization of a Company that has been designated by the Companies to perform certain ministerial functions in connection with the administration of the Plan.

2.12 "Board of Managers" or "Board" shall mean, if applicable, the Managing Directors or Board of Managers of the respective Plan Sponsors (or the properly authorized delegate(s) of such Board).

2.13 "Break in Service" means:

Except as provided in Subsection 2.13(a) below, a Break in Service means a one (1) year period of Severance.

(a) Notwithstanding the introductory statement, for purposes of determining whether a Special Employee will be credited with one (1) Year of Eligibility Service, a "Break in Service" means a Computation Period in which the Special Employee does not complete more than one (1) Hour of Service.

(b) In the case of an Employee for whom service prior to a Break in Service must be credited upon his or her reemployment, such prior service will be credited immediately upon reemployment.

2.14 "Code" means the Internal Revenue Code of 1986, and the regulations thereunder. Reference to a specific Section of the Code will include any comparable provision of future legislation that amends, supplements or supersedes such specific Section.

2.15 "Company" means the Plan Sponsors, and any other DOE-ID Contractor that adopts this Plan with the approval of the Plan Sponsors by executing an adoption agreement in a form satisfactory to the respective Plan Sponsors. The Plan Administration Committee will 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.

2.16 "Company Matching Contributions" means amounts paid by a Company into the Trust Fund in accordance with Section 5.01.

2.17 "Company Matching Contributions Account" means the account established and maintained by the Plan Administration Committee to hold and account for Company Matching Contributions made on behalf of a Participant pursuant to Section 5.01.

2.18 "Company Profit Sharing Contributions" means amounts paid by a Company into the Trust Fund in accordance with Section 5.05.

2.19 "Company Profit Sharing Contributions Account" means the account established and maintained by the Plan Administration Committee to hold and account for Company Profit Sharing Contributions made on behalf of a Participant pursuant to Section 5.05.

2.20 "Computation Period" means 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.

(a) The Computation Period will 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 will be any Plan Year beginning with the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date.

(b) For purposes of determining the Computation Period for a Special Employee who incurs a Break in Service before he or she has completed a Year of Eligibility Service, the Computation Period following the Break in Service will 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 will be any Plan Year beginning with the Plan Year that includes the first anniversary of the Employee's Reemployment Commencement Date.

2.21 "Contiguous Non-Covered Service" means:

(a) 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

(b) 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.

(c) With respect to a Company other than BBWI (prior to October 1, 2011), BEA, CWI and, effective October 1, 2011, ITG, 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).

2.22 "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).

2.23 "Corporate Transfer" means:

(a) An individual's Severance from BBWI that is followed by an immediate hire by an entity described in Subsection 2.23(b) or an individual's severance from employment from an entity described in Subsection 2.23(b) that is followed by an immediate hire by BBWI.

(b) An entity referred to in Subsection 2.23(a) 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 BBWI as documented in an Appendix to the Plan.

(c) An individual's Severance from BEA that is followed by an immediate hire by an entity described in Subsection 2.23(d) or an individual's severance from employment from an entity described in Subsection 2.23(d) that is followed by an immediate hire by BEA.

(d) An entity referred to in Subsection 2.23(c) 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 BEA as documented in an Appendix to the Plan.

(e) As of May 1, 2005, an individual's Severance from CWI that is followed by an immediate hire by an entity described in Subsection 2.23(f) or an individual's severance from employment from an entity described in Subsection 2,23(f) that is followed by an immediate hire by CWI.

(f) An entity referred to in Subsection 2.23(e) 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 CWI as documented in an Appendix to the Plan.

(g) An individual's severance from ITG that is followed by an immediate hire by an entity described in Subsection 2.23(h) or an individual's severance from an employment from an entity described in Subsection 2.23(h) that is followed by an immediate hire by ITG.

(h) An entity referred to in Subsection 2.23(g) 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) Energy*Solutions* Government Group, Inc.; or (iv) an entity designated by ITG as documented in an Appendix to the Plan.

2.24 "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.

2.25 "CWI" means CH2M♦WG Idaho, LLC.

2.26 "CWI Participant" means, for purposes of determining Company Matching Contributions under Subsection 5.01(b) and Profit Sharing Contributions under Subsection

5.05(b), a Participant who (i) is an Employee of CWI, (ii) has satisfied the eligibility requirements of this Plan, (iii) has been enrolled as a Participant in accordance with the provisions of Article 3, (iv) is not accruing credited service in the INL Employee Retirement Plan for Hours of Service performed on an ongoing basis, (v) was not employed by Argonne National Laboratory on January 31, 2005, or (v) is no longer deemed to be a BEA/Argonne Participant.

2.27 "CWI/BBWI Participant" means, for purposes of determining Company Matching Contributions under Subsection 5.01(a), a Participant who is accruing credited service in the INL Employee Retirement Plan for Hours of Service performed on an ongoing basis.

2.28 "Deferral Limitation" means the dollar limitation on the exclusion of elective deferrals from a Participant's gross income under Code Section 402(g) as in effect for a calendar year.

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

2.30 Earnings.

(a) "Earnings" for a Regular Employee means his or her regular weekly rate of pay, as adjusted in accordance with the following provisions. "Earnings" for a Regular Employee will not include any shift differential, cost of living adjustments, bonus, overtime, personal leave cashouts, severance or termination pay, lump sum amounts (as defined in Subsection 2.30(e) below), or retroactive pay adjustments, except as provided by a collective bargaining agreement. Notwithstanding the preceding, "Earnings" shall include back pay with an effective date of February 5, 2007 awarded to a Regular Employee of BEA that is paid on or after June 1, 2007 and before October 1, 2007.

(b) "Earnings" for a Special Employee means his or her actual weekly rate of pay reportable in Box 1 of the Special Employee's Form W-2, as adjusted in accordance with the following provisions of this Section, but will not include any severance pay, termination pay or lump sum payments.

(c) In all cases "Earnings" will be computed before deductions authorized by the Employee or required by law to be withheld from the Employees of a 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).

(d) "Earnings" of any Employee taken into account for Plan purposes for any Plan Year will not exceed the annual Earnings limit in effect under Code Section 401(a)(17)(A) on the January 1 coinciding with or immediately preceding the first day of such Plan Year, as that amount is adjusted in accordance with Code Section 401(a)(17)(B) . If Earnings for a period of less than twelve (12) months is used for any Plan Year, then the otherwise applicable annual Earnings limit provided under this Subsection is reduced in the same proportion as the reduction in the twelve (12) month period; provided, however, proration will not be required solely because Earnings taken into account under Articles 4 and 5 are based on Earnings for the portion of the year in which the Employee is a Participant.

(e) 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.

(f) For payroll periods with a pay date before October 12, 2001, references to a "weekly rate of pay" are replaced by references to "monthly or bi-weekly rate of pay."

(g) Earnings shall include any "differential wage payment" as defined in Code Section 3401(h)(2) paid to a Participant on or after January 1, 2009 during military service.

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

(a) 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 Code Section 410, Employees covered by a collective bargaining agreement will 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);

(b) Any Employee who is a "leased employee" within the meaning of Code Section 4 14(n); or

(c) 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 will not be an Eligible Employee hereunder. This Subsection (c) will 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. If 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 will 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.

(d) The categories of excluded persons described above in this Section are not mutually exclusive. 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 in this Section.

(e) Unless such Employee is hired as a transfer employee directly from another Plan Sponsor, any Employee who is hired or rehired by BBWI on or after May 1, 2005, or by ITG on or after October 1, 2011.

(f) Any Employee of BEA who is hired on or after October 1, 2013 and classified as a post-doctorate Employee by BEA shall be permitted, subject to the provisions of Article 3, to make Participant contributions as provided in Article 4 during the period such Employee is classified as a post-doctorate Employee but shall not be eligible to receive any Company contributions under Article 5 while classified as a post-doctorate Employee by BEA. Service with a Plan Sponsor while classified as a post-doctorate Employee by BEA shall be recognized and counted the same as for any other Eligible Employee. Once an Eligible Employee is no longer classified as a post-doctorate Employee, he or she shall be eligible for Company contributions in accordance with Article 5 and the other provisions of this Section 2.31 and the Plan.

2.32 "Employee" means any individual having the status of a common-law employee with a Company and includes both Regular Employees and Special Employees of a Company. "Employee" also means 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), the term "Employee" will not include those leased employees of such Company covered by a plan described in Code Section 414(n)(5).

2.33 "Employment Commencement Date" means the date on which an Employee first performs an Hour of Service.

2.34 "Entry Date" means the first day of a Participant's weekly payroll period (bi-weekly payroll period for any such period with a pay date prior to October 12, 2001).

2.35 "ERISA" means the Employee Retirement Income Security Act of 1974 and all amendments thereto and regulations thereunder.

2.36 "Highly Compensated Employee" means any Employee who:

(a) Was a five percent (5%) owner, as defined in Code Section 416(i)(1)(A)(iii), at any time during the Plan Year or the preceding Plan Year; or

(b) For the preceding Plan Year, received Compensation from the Company in excess of the dollar amount described under Code Section 415(d) during the preceding Plan Year as adjusted from time to time, without regard to whether the Employee was in the "top-paid group" of Employees (as defined in regulations under Code Section 414(q)(3)) for such preceding year.

The Highly Compensated Employee group will be determined in accordance with the following definitions and special rules:

(i) "Compensation" is Code Section 415(c)(3) compensation, but including 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).

(ii) A former Employee will be treated as a Highly Compensated Employee if:

(1) Such Employee was a Highly Compensated Employee when such Employee incurred a severance; or

(2) Such Employee was a Highly Compensated Employee at any time after attaining age fifty-five (55).

(iii) Code Sections 414(b), (c), (m), and (o) will be applied before the application of this Section. Also, the term "Employee" will include "leased employees," within the meaning of Code Section 414(n), unless such leased Employee is covered under a "safe harbor" plan of the leasing organization and not covered under a qualified plan of the Company.

2.37 "Hour of Service" of an individual means the following:

(a) Each hour for which an individual is paid or entitled to payment by the Company or an Affiliated Company of such Company for the performance of Covered Service or Contiguous Non-Covered Service. Hours will be credited to the Computation Period in which the services were performed.

(b) 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 or she has terminated employment) due to a vacation, holiday, illness, incapacity (including pregnancy or disability), layoff, jury duty, military duty or a leave of absence, for which the individual is so paid or so entitled to payment, whether direct or indirect, from the Company. Hours will be credited to the Computation Period to which they relate. However, no such hours will 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 individual'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 the individual's medical or medically related expenses.

(c) 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 a Company, provided that the individual has not previously been credited with an Hour of Service with respect to such hour under clauses (i) or (ii) above. Hours will be credited to the Computation Period to which the back pay pertains, rather than to the Computation Period in which the payment is made.

(d) With respect to any Leave of Absence, Hours of Service will be credited in accordance with standard practices and policies of the respective Plan Sponsors.

(e) Unless a Plan Sponsor expressly determines otherwise, or except as may be expressly provided otherwise in the Plan, an individual will not receive credit for hours of service completed with an Affiliated Company other than Hours of Service during a period of Contiguous Non-Covered Service. Hours of Service for the Company and, as applicable, an Affiliated Company with respect thereto, will be calculated and credited under this Section pursuant to Department of Labor Regulations Sections 2530.200b-2 and 2530.210(c)(3), which are hereby incorporated by reference.

2.38 "Investment Fund" means any of the separate Investment Funds established by the Plan Investment Committee which may be made available from time to time by the Plan Investment Committee to Participants for purposes of the investment of amounts contributed to this Plan.

2.39 "Investment Manager" means the one or more managers of investments, if any, that are appointed pursuant to ERISA Section 3(38) and the provisions of Subsection 12.05(c).

2.40 "INL" means Idaho National Laboratory.

2.41 "INL Employee Retirement Plan" means the Idaho National Laboratory Employee Retirement Plan, a defined benefit plan sponsored by the Plan Sponsors.

2.42 "ITG" means Idaho Treatment Group, LLC.

2.43 "ITG Participant" means for purposes of determining Company Matching Contributions under Subsection 5.01(a), an Employee of ITG who is an Eligible Employee and has been enrolled as a Plan Participant. Further, any other person who was a BBWI Participant as of September 30, 2011 shall become an ITG Participant on October 1, 2011, provided that eligibility for contributions shall be determined as provided in Articles 4 and 5 of the Plan.

2.44 "Layoff" means 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.

2.45 "Leave of Absence" means 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, a Leave of Absence may be treated as a period of Covered Service, or, if applicable, Contiguous Non-Covered Service.

2.46 "Limitation Year," for purposes of the limitations on contributions set forth in Article 17, means the calendar year for periods commencing on and after January 1, 1998.

2.47 "Maternity or Paternity Absence" means an absence from work without pay for any period because of (i) the pregnancy of the Employee, (ii) the birth of a child of the Employee, (iii) the placement of a child with the Employee in connection with the adoption of the child by the Employee, or (iv) for purposes of caring for the child for a period beginning immediately following the birth or placement.

(a) Solely for purposes of determining whether a Special Employee will be credited with one (1) Year of Eligibility Service, such Special Employee will receive Hours of Service credit for a Maternity or Paternity Absence as follows:

(i) The number of Hours of Service with which a Special Employee will be credited on account of a Maternity or Paternity Absence is 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 paragraph will not exceed five hundred one (501) and that these Hours of Service will be taken into account solely for purposes of determining whether or not the Special Employee has incurred a Break in Service.

(ii) Such Hours will be credited to the Computation Period in which the absence from work begins, if the 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 Subsection (a), or in any other case, in the immediately following Computation Period.

(b) For purposes of determining whether a Regular Employee, or a Special Employee who has been credited with one (1) Year of Vesting Service, has a Period of Severance, such an Employee will 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 will neither be a Year of Vesting Service nor a Break in Service.

(c) The provisions of this Section will not apply unless the Employee provides such timely information as the Plan Administration Committee may reasonably require to establish (i) that the absence is for maternity or paternity reasons described and (ii) the number of days for which there was such an absence.

2.48 "Named Fiduciary" means the Trustee, the Plan Administration Committee and the Plan Investment Committee. Each Named Fiduciary shall have only those particular powers, duties, responsibilities and obligations as are specifically delegated to him/it under the Plan or the Trust Agreement. Any fiduciary, if so appointed, may serve in more than one fiduciary capacity and may also serve in a non-fiduciary capacity.

2.49 "Normal Retirement Age" means the Participant's sixty-fifth (65th) birthday.

2.50 "Participant" means:

(a) Any Eligible Employee who meets the eligibility requirements of this Plan and has been enrolled as a Participant in this Plan in accordance with the provisions of Article 3; and

(b) Any former Eligible Employee who was enrolled in the Plan and whose Accounts under the Plan have not been fully distributed or forfeited.

2.51 "Participant After-Tax Contributions" means the after-tax contributions made by a Participant to the Plan in accordance with the rules of Article 4.

2.52 "Participant 401(k) Deferrals" means the Earnings deferred by a Participant in accordance with the rules of Article 4.

2.53 "Participant Rollover Contributions" means the contributions made by an Eligible Employee to the Plan in accordance with the rules of Article 4.

2.54 "Participant Roth 401(k) Contributions" means the after-tax contributions made by a Participant to the Plan, as defined in Subsection 4.04(f).

2.55 "Participant Roth 401(k) Rollover Contributions" means after-tax contributions which were attributable to a Roth account and which are rolled over to the Plan from another qualified plan.

2.56 "Period of Severance" means for a Regular Employee or a Special Employee who has been credited with one (1) Year of Vesting Service, the period of time commencing on an Employee's Severance Date and ending on the Employee's subsequent Reemployment Commencement Date, if any.

2.57 "Plan" means the Idaho National Laboratory Employee Investment Plan described herein, as it may be amended from time to time. Prior to February 1, 2005, the Plan was known as the Idaho National Engineering and Environmental Laboratory Investment Plan.

2.58 "Plan Administration Committee" means the Plan Administration Committee appointed by the governing Board of the respective Plan Sponsors and described in Section 12.01.

2.59 "Plan Administrator" means the administrator of the Plan within the meaning of ERISA Section 3(16)(A). Effective February 1, 2005, the Plan Administrator was BEA. Effective October 1, 2007, the Plan Administrator is the Plan Administration Committee.

2.60 "Plan Investment Committee" means the Plan Investment Committee appointed by the governing Board of the respective Plan Sponsors and described in Section 12.05.

2.61 "Plan Sponsors" means:

(a) Effective as of October 1, 1999, the "Plan Sponsor" for purposes of ERISA Section 3(16)(B) was BBWI.

(b) 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.

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

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

2.62 "Plan Year" means the twelve (12) month period commencing on October 1 of each calendar year and ending on September 30 of the following year.

2.63 "Recordkeeper" means an organization designated by the Plan Administration Committee to perform certain functions in connection with the administration of the Plan, including but not limited to, the processing of applications for participation, Participant elections with respect to contributions and investment allocations, applications for loans, and payments of benefits.

2.64 "Reemployment Commencement Date" means:

(a) 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.

(b) For purposes of crediting a Year of Eligibility Service to an Employee who was not credited with a Year of Eligibility Service prior to incurring a Severance.

(i) 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

(ii) In the case of a Regular Employee, the date determined in accordance with Subsection 2.64(a) above.

2.65 "Regular Employee" means any Employee who is not a Special Employee.

2.66 "Severance" means 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 will apply:

(a) An individual will not be deemed to have incurred a Severance solely by reason of:

(i) His or her 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), court leave, military duty, death in family leave, or Leave of Absence.

(ii) His or her 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.

(iii) His or her termination of Covered Service with one Company followed immediately by commencement of Covered Service with another Company.

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

(b) 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 Paternity Absence that is not treated as a period of Covered Service or Contiguous Non-Covered Service will be deemed to have incurred a Severance as of the date determined below:

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

(ii) The date determined under the Maternity or Paternity Absence rules if the Employee has a Maternity or Paternity Absence.

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

2.67 "Severance Date" means in the case of any Employee who incurs a Severance, the day on which such Employee is deemed to have incurred the Severance.

2.68 "Special Employee" means an Employee who is hired (i) for a specific duration, or (ii) on a part-time basis, and is so identified on the employing Company's personnel records.

2.69 "Spouse" means the person to whom a Participant is legally married as of such Participant's Benefit Commencement Date or, in the case of a Participant who dies prior to his or her Benefit Commencement Date, the person to whom such deceased Participant is legally married on the date of his or her death, whichever is applicable. To the extent required under the terms of a "qualified domestic relations order," the term "Spouse" will include a former Spouse.

2.70 "Teaming Partner" means any organization that was a member of the contracting team of Lockheed Martin Idaho Technologies Company at the time the Idaho National Laboratory operated as the Idaho National Engineering and Environmental Laboratory.

2.71 "Total and Permanent Disability" means the disability of a Participant which entitles such Participant to receive long-term disability benefits under the Company's long-term disability program. If a Participant is not covered by the Company's long-term disability benefits program, the Participant will be deemed to have incurred a Total and Permanent Disability if an individual appointed or approved by the Plan Administration Committee for this purpose certifies in writing that such Participant would have qualified for long-term disability benefits under the Company's program had he or she been covered by such program.

2.72 "Trust" or "Trust Fund" means the one or more Trusts created for funding purposes under the Plan, and will include any Investment Funds made available by the Plan Investment Committee from time to time. Provisions applicable to the Trust will be set forth in a trust agreement ("Trust Agreement").

2.73 "Trustee" means the entity acting as a trustee of the Trust Fund.

2.74 "Valuation Date" means the date as of which the Trustee determines the value of the assets in the Trust Fund, which date will be each day the New York Stock Exchange conducts business, except that in the case of certain Investment Funds, such other dates as may be determined by the Plan Administration Committee, but in any event at least once during each Plan Year.

2.75 "Vested Interest" or "Vested Right" means the interest of a Participant in his or her Accounts that has become vested pursuant to the provisions of Article 8 of this Plan.

2.76 "Year of Eligibility Service" means:

(a) 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. A Regular Employee will receive credit for a Year of Eligibility Service in accordance with the rules for determining his or her Years of Vesting Service.

(b) For purposes of determining if a Regular Employee or a Special Employee has completed a Year of Eligibility Service, such Employee will receive credit for all periods of Covered Service and Contiguous Non-Covered Service. In addition, any service performed by an individual for an entity described in Subsections 2.23(b), (d) and (f) that immediately

precedes or follows Covered Service with BBWI or BEA (effective May 1, 2005, CWI shall be included) will be taken into account in computing Years of Eligibility Service credit. Any service performed by an individual for an entity described in Subsection 2.23(h) that immediately precedes or follows covered service with BBWI, BEA, CWI, or ITG 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 the same Controlled Group.

(c) An individual's service with an entity other than BBWI, BEA, CWI, ITG or an Affiliated Company of BBWI, BEA, CWI or ITG 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 Administration Committee, or its authorized delegate.

2.77 "Year of Vesting Service" means the following service taken into account for vesting purposes:

(a) 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 provisions of clauses (i) through (iv) below.

(b) If an individual incurs a severance due to a quit, discharge or retirement from BBWI, or due to a layoff by BBWI, or any entity described in Subsection 2.23(b), other than a severance occurring during a leave of absence as described in Subsection 2.77(e) below, and such individual is subsequently employed by BBWI 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 BBWI exceeds twelve (12) months. Effective as of October 1, 2011, the same rules shall apply to employment with, and severance from, ITG.

(c) If an individual incurs a severance due to a quit, discharge or retirement from BEA, or due to a layoff by BEA, or any entity described in Subsection 2.23(d), other than a severance occurring during a leave of absence as described in Subsection 2.77(f) below, and such individual is subsequently employed by BEA 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 BEA exceeds twelve (12) months.

(d) Effective May 1, 2005, if an individual incurs a severance due to a quit, discharge or retirement from CWI, or due to a layoff by CWI, or any entity described in Subsection 2.23(f), other than a severance occurring during a leave of absence as described in

Subsection 2.77(g) below, and such individual is subsequently employed by CWI 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 CWI exceeds twelve (12) months.

(e) If an individual is on a leave of absence from BBWI 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 BBWI 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. Effective as of October 1, 2011, the same rules shall apply to employment with, and severance from, ITG.

(f) If an individual is on a leave of absence from BEA 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 BEA 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.

(g) Effective May 1, 2005, if an individual is on a leave of absence from CWI 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 CWI or BEA 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.

(h) For purposes of the Plan, a Regular Employee's or a Special Employee's Years of Vesting Service will be determined by aggregating all separate periods of Covered Service and Contiguous Non-Covered Service separated by a Break in Service. In addition, the following service will be counted for vesting purposes:

(i) Any service performed by an individual for an entity described in Subsections 2.23(b), 2.23(d), 2.23(f), or 2.23(h), as appropriate, that immediately precedes or follows Covered Service with BBWI, BEA, CWI, or ITG, as appropriate 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.

(ii) In accordance with rules adopted or approved by the Plan Administration Committee, any service recognized by a Teaming Partner at a time the Teaming Partner was not maintaining the Plan will be taken into account for vesting purposes, including for purposes of determining whether an individual is eligible to receive a Company Matching Contribution under Subsection 5.01(b) subject to the following rules:

(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; and

(2) With respect to individuals previously employed by any Teaming Partner who were employed at the INL immediately prior to being employed by such Teaming Partner, prior service credit will take into account service from their original hire dates at the INL.

(i) Notwithstanding the above, the Plan Administration 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.

(j) An individual's service with an entity other than BBWI, BEA, CWI, and effective October 1, 2011, ITG, or an Affiliated Company of BBWI, BEA, CWI, or ITG will be taken into account for vesting purposes under this Section 2.77 only to the extent such individual provides appropriate notice of such service to the Plan Administration Committee, or its authorized delegate.

ARTICLE 3 ELIGIBILITY AND PARTICIPATION

3.01 Eligibility to Participate.

(a) A Regular Employee who is an Eligible Employee shall become a Participant in the Plan effective as of any Entry Date that is on or after the date he or she becomes an Eligible Employee.

(b) A Special Employee who is an Eligible Employee and who is also eligible to participate in the INL Employee Retirement Plan, may elect to participate in the Plan effective as of the Entry Date that is on or after the date he or she become an Eligible Employee. The date that an Eligible Employee who has satisfied the requirements will commence participation will be determined in accordance with Section 3.02.

(c) A Special Employee who is an Eligible Employee and who is not eligible to participate in the INL Employee Retirement Plan, shall become a Participant in the Plan effective as of any Entry Date that is on or after the date he or she is credited with a Year of Eligibility Service.

(d) If an individual ceases to perform Covered Service, such individual shall become an active Participant on or after the later of (i) the date he or she again becomes an Eligible Employee, or (ii) the date he or she meets the eligibility requirements prescribed under the provisions of this Article 3.

(e) Notwithstanding the foregoing, effective as of June 30, 2009, a Participant whose accrued benefit has been frozen under the INL Employee Retirement Plan because such Participant is or was a Highly Compensated Employee of BBWI shall not be eligible to make Participant After-Tax Contributions and/or Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions effective February 1, 2010) or to be credited with Company Matching Contributions or Company Profit Sharing Contributions for Earnings on or after the effective date of the freeze of the Participant's accrued benefit under the INL Employee Retirement Plan. Such Participant shall not be eligible to elect payment of his or her Vested Interest in his or her Accounts solely because such Participant is no longer an Eligible Employee. However, such Participant shall be eligible to elect to have all of his or her Accounts transferred to the AMWTP Employee Investment Plan (the "AMWTP Plan") if the Participant elects within the time period determined by the Plan Administrator and the Participant is at the time of the transfer an active participant in the AMWTP Plan. An Employee shall not be eligible to participate in the Plan for any period during which the Employee is eligible to participate in the AMWTP Plan. Effective as of October 1, 2011, this Subsection 3.01(e) shall apply to a Participant whose accrued benefit has been frozen under the INL Employee Retirement Plan because such Participant is a Highly Compensated Employee of ITG.

3.02 Commencement or Recommencement of Active Participation.

(a) An Eligible Employee who has satisfied the requirements of Section 3.01 above may make a Participant After-Tax Contribution, a Participant 401(k) Deferral and/or a Participant Roth 401(k) Contribution election effective as of a future Entry Date by making a contribution election in accordance with rules and procedures established by the Plan Administration Committee pursuant to the provisions of Article 4. The effective date of a contribution election will be an Entry Date that is as soon as administratively practicable after the filing of the election, as determined by the Plan Administration Committee. To the extent required by the Plan Administration Committee, a contribution election will be filed within a prescribed time period prior to the Entry Date it becomes effective.

(b) As a condition of participation, an Eligible Employee will take such additional actions and complete such forms as may be prescribed or approved by the Plan Administration Committee, including the designation of investment funds for the investment of contributions in accordance with Section 6.03, and the designation of a Beneficiary in accordance with Section 11.08 to receive payment of his or her Vested Interest in his or her Accounts in the event of his or her death before payment is made from the Plan.

(c) A Participant who elects to suspend all Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions under Section 4.06 may recommence such contribution(s) effective as of any Entry Date by filing a new contribution election prior to such Entry Date in accordance with rules and procedures established by the Plan Administration Committee, provided such Participant is performing Covered Service on such Entry Date.

3.03 Duration of Active Participation.

(a) A Participant's period of active participation will commence or recommence on an Entry Date determined under Section 3.02 above and will end on the date he or she ceases to be an Eligible Employee.

(b) If a Participant transfers from Covered Service with one of the Companies to Covered Service with another Company, the Participant will continue to be eligible to participate in this Plan without interruption, provided the Participant continues as an Eligible Employee and otherwise satisfies the requirements for active participation.

(c) If a Participant ceases to be an Eligible Employee due to a transfer to non-Covered Service within a Company or an Affiliated Company of such Company, and therefore becomes ineligible to participate in the Plan, such Employee will continue to be an active Participant with respect to his or her Accounts, but will not be eligible to elect payment of his or her Vested Interest in his or her Accounts solely because he or she is no longer an Eligible Employee.

(d) If a Participant ceases to be an Employee of a Company or an Affiliated Company of such Company, and is employed by another unrelated Company in noncovered service following a quit, discharge or retirement (including a quit in connection with a Corporate Transfer), such Participant will be eligible to elect payment of his or her Vested Interest in his or her Accounts.

3.04 Reemployment following Qualified Military Service. 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).

3.05 Employee Responsibility; Administrative Error.

(a) An Eligible Employee who has elected to make Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions will be responsible for verifying that amounts of his or her Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions deducted from his or her pay checks, and as shown on any account statements, are in accordance with his or her elections pursuant to Article 4, and investment of such contributions or deferrals as shown in account statements is in accordance with his or her investment allocations pursuant to Article 6.

(b) If an Eligible Employee determines that an administrative error has been made in connection with the implementation of any election or investment allocation, and

within not more than sixty (60) days after receipt of information reasonably reflecting the error, the Eligible Employee notifies the Benefits Office or the Recordkeeper of such error, to the extent permissible under the terms of the Plan, the Plan Sponsors will take such steps as may be deemed to be necessary or appropriate to correct such error.

ARTICLE 4 PARTICIPANT CONTRIBUTIONS TO THE PLAN

4.01 Participant After-Tax Contributions. Subject to the limitations on Participant After-Tax Contributions by Highly Compensated Employees under Section 5.02 and the rules of Article 3 and this Article 4, each Eligible Employee who satisfies the requirements of Article 3 may elect to make Participant After-Tax Contributions to the Plan in any whole percentage of Earnings, not to exceed fifty percent (50%) of his or her Earnings (twenty percent (20%) prior to January 1, 2003 and fifteen percent (15%) prior to January 1, 2001), reduced by the percentage of his or her Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions.

(a) An Eligible Employee may change the rate of his or her Participant After-Tax Contributions or suspend such Contributions, subject to the rules provided in Section 4.06. Participant After-Tax Contributions will cease upon the earlier of the Participant's suspension of contributions in accordance with Section 4.06, or the date the Participant ceases to be an Eligible Employee. A Participant may not make retroactive contributions to make up for periods during which no Participant After-Tax Contributions were made because the Participant suspends contributions or ceases to be an Eligible Employee. A Participant may make Participant After-Tax Contributions based on back pay awarded to the Participant pursuant to a court order or a settlement at the After-Tax Contribution rate in effect during the Computation Period to which the back pay relates.

(b) All Participant After-Tax Contributions will be made by payroll deduction and will be forwarded to the Trustee within the time limits established by ERISA.

(c) The Plan Administration Committee may establish or approve such rules and procedures as it deems necessary or appropriate regarding a Participant's After-Tax Contributions under this Plan, which rules will apply to all Participants except to the extent that the Plan Administration Committee prescribes special or more stringent rules applicable only to Highly Compensated Employees.

4.02 Participant Rollover Contributions.

(a) To the extent permissible under Code Section 402(c), and in accordance with rules and procedures established or approved by the Plan Administration Committee, with respect to distributions made on or after January 1, 2002, all or part of an eligible rollover distribution from a (i) qualified plan described in Code Section 401(a) or 403(a), including after-tax contributions and Roth 401(k) contributions; (ii) an annuity contract described in Code Section 403(b), including after-tax contributions effective for distributions on or after January 1, 2007; (iii) an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a

state, which is made on behalf of an Eligible Employee; and (iv) the portion of a distribution from an individual retirement account or annuity described in Code Sections 408(a) or 408(b) that is eligible to be rolled over and otherwise would be includible in gross income may be rolled over to the Plan. The Plan Administration Committee may authorize the Trustee to accept a rollover distribution that includes a loan to the Eligible Employee.

(b) An Eligible Employee who makes a Participant Rollover Contribution and/or a Participant Roth 401(k) Rollover Contribution to the Plan will be treated as a Participant for purposes of the Plan provisions relating to the maintenance, valuation, investment and distribution of Accounts; provided, however, such Employee will not be eligible to receive an allocation of Company Matching Contributions under the Plan with respect to any Participant Rollover Contribution or Participant Roth 401(k) Rollover Contribution.

4.03 Participant 401(k) Deferral Election.

(a) Subject to the limitations imposed on Participant 401(k) Deferrals by Highly Compensated Employees under Section 4.07, each Eligible Employee who satisfies the requirements of Article 3 may elect to defer the receipt of a portion of his or her Earnings for each payroll period commencing on and after an Entry Date, and to have the deferred amount contributed directly by the Company to the Plan as Participant 401(k) Deferrals, provided that in no event may such deferrals exceed the Deferral Limitation except as provided in Subsection 4.03(b).

(b) Notwithstanding Subsection 4.03(a) above, effective for calendar years beginning on and after January 1, 2002, an Eligible Employee who attains age fifty (50) before the close of the calendar year may make catch-up contributions in accordance with, and subject to the limitations of, Code Section 414(v) and the procedures established by the Plan Administrator. Such catch-up contributions, which otherwise are treated as Participant 401(k) Deferrals (or Participant Roth 401(k) Contributions if the Participant has elected to make such type of contributions), are not taken into account for purposes of implementing the required contribution limitations of Code Sections 402(g) and 415. The Plan will not be treated as failing to satisfy the provisions implementing the requirements of Code Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, because of permitting such catch-up contributions. Catch-up contributions for a Participant for a taxable year may not exceed the catch-up contribution limit as adjusted from time to time for cost-of living increases under Code Section 414(v)(2)(C). Effective for calendar years beginning on and after January 1, 2013, unless the Plan Administrator adopts different procedures, a Participant's election to contribute Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions may also include catch-up contributions without making a separate election or designation. A Participant's election to make Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions will be deemed to include an election to make catch-up contributions, to the extent the Participant is eligible to make such contributions, in the same percentage, to be effective automatically when the Participant's 401(k) Deferrals and/or Participant Roth 401(k) Contributions for the calendar year equal the Deferral Limitation. A Participant's election to make such contributions shall be expressed as a percentage of Earnings and shall remain in place at the start of the next calendar year and calendar years thereafter until modified or terminated by the Participant.

(c) Participant 401(k) Deferrals and Participant Roth 401(k) Contributions will cease upon the earlier of the Participant's suspension of contributions in accordance with Section 4.06 or the date the Participant ceases to be an Eligible Employee. Participants may not make retroactive contributions to make up for periods during which no Participant 401(k) Deferrals or Participant Roth 401(k) Contributions were made because the Participant suspended contributions or ceased to be an Eligible Employee. A Participant may make Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions based on back pay awarded to the Participant pursuant to a court order or a settlement at the deferral rate in effect during the Computation Period to which the back pay relates.

(d) In accordance with rules and procedures established or approved by the Plan Administration Committee, a Participant's election to make Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions if the Participant has elected to make such type of contributions will be deemed to include an election to convert such election to an election to make After-Tax Contributions in the same percentage, to be effective automatically when the Participant's 401(k) Deferrals and/or Participant Roth 401(k) Contributions for the calendar year equal the Deferral Limitation, adjusted to the extent necessary to accommodate an eligible Participant's catch-up contributions described in Subsection 4.03(b). Subject to the Participant's right to change or suspend his or her contribution election in accordance with Section 4.06, such conversion election will be effective during the portion of the calendar year remaining after the Participant's Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions have equaled the Deferral Limitation adjusted to the extent necessary to accommodate an eligible Participant's catch-up contributions described in Subsection 4.03(b). Effective as of the first day of the next following calendar year, the Participant's 401(k) Deferral and/or Participant Roth 401(k) Contributions election will be reinstated automatically subject to any change or suspension of his or her contribution election in accordance with Section 4.06.

(e) Participant 401(k) Deferrals and any catch-up contributions described in Subsection 4.03(b) will be treated as Company contributions for purposes of Code Sections 401(k) and 414(h) and Article 17. All Participant 401(k) Deferrals and Participant Roth 401(k) Contributions, including catch-up contributions described in Subsection 4.03(b), will be forwarded to the Trustee within the time period prescribed under Subsection 4.01(b).

(f) The Plan Administration Committee may establish or approve such rules and procedures as it deems necessary or appropriate regarding a Participant's Participant 401(k) Deferrals and Participant Roth 401(k) Contributions under this Plan, which rules will apply to all Participants except to the extent that the Plan Administration Committee prescribes special or more stringent rules applicable only to Highly Compensated Employees.

4.04 Participant Roth 401(k) Contributions and Participant Roth 401(k) Rollover Contributions.

(a) General Application. This Section 4.04 is designed to comply with Notice 2006-44, and should be interpreted accordingly. This Section 4.04 applies to Participant Roth 401(k) Contributions made with respect to Earnings paid in paychecks issued on or after

February 1, 2010 ("Roth Effective Date") and Participant Roth 401(k) Rollover Contributions made on or after the Roth Effective Date. The Plan will accept Participant Roth 401(k) Contributions and Participant Roth 401(k) Rollover Contributions made on behalf of Participants. Participant Roth 401(k) Contributions and Participant Roth 401(k) Rollover Contributions will be allocated to separate accounts maintained for such contributions, as described below. Unless specifically stated otherwise, Participant Roth 401(k) Contributions will be treated as Participant 401(k) Deferrals for all purposes under the Plan, and Participant Roth 401(k) Rollover Contributions will be treated as Participant Rollover Contributions.

(b) Separate Accounting. Contributions and withdrawals of Participant Roth 401(k) Contributions will be credited and debited to the Participant Roth 401(k) Contribution Account maintained for each Participant as follows:

(i) The Plan will maintain a record of the amount of Participant Roth 401(k) Contributions in each Participant's Participant Roth 401(k) Contributions Account.

(ii) Gains, losses, and other credits or charges will be separately allocated on the same basis to each Participant's Participant Roth 401(k) Contributions Account as to any other Accounts under the Plan. Forfeitures may not be allocated to a Participant Roth 401(k) Contributions Account.

(iii) No contributions other than Participant Roth 401(k) Contributions and properly attributable earnings will be credited to each Participant's Participant Roth 401(k) Contributions Account.

(iv) The requirements in (b)(i)-(iii) shall also apply to separate Participant Roth 401(k) Rollover Accounts which shall be established for Participant Roth 401(k) Rollover Contributions made by a Participant. Participant Roth 401(k) Rollover Contributions shall not be commingled with other Participant Rollover Contributions.

(c) Direct Rollovers.

(i) Notwithstanding Section 11.11 of the Plan concerning a direct rollover of a distribution, a direct rollover from a Participant Roth 401(k) Contributions Account will only be made to another Roth 401(k) account under an applicable retirement plan described in Code Section 402A(e)(l) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(ii) Notwithstanding Section 4.02 of the Plan, the Plan will accept a rollover contribution to a Participant Roth 401(k) Rollover Contributions Account only if it is a direct rollover from another Roth 401(k) account under an applicable retirement plan described in Code Section 402A(e)(l) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(d) Correction of Excess Contributions. In the case of a corrective distribution of excess contributions (e.g., a distribution required to satisfy the limitation on annual additions described in Article 17, the 402(g) limitation described in Sections 2.28 and 4.03, or the Actual

Deferral Percentage Test described in Section 4.07), to the extent that Participant 401(k) Deferrals were made for the year, the Plan will distribute Participant 401(k) Deferrals before Participant Roth 401(k) Contributions.

(e) Distribution/Withdrawal Election. In the case of payment of a distribution that is not an excess contribution within the meaning of Subsection 4.04(d), above, the following rule will apply: In the case of a hardship withdrawal payment (within the meaning of Section 9.02), a loan (within the meaning of Article 10), a partial lump sum distribution (within the meaning of Section 11.05), a minimum distribution within the meaning of Section 11.06, or other permissible in-service withdrawal, the Plan will permit the recipient to elect payment from sources other than Participant Roth 401(k) Contributions and Participant Roth 401(k) Rollover Contributions ("non-Roth 401(k) Contributions") (i.e., the standard payment hierarchy), or from Participant Roth 401(k) Contributions and Participant Roth 401(k) Rollover Contributions ("Roth 401(k) Contributions"), or from a combination ("Combination Election") of non-Roth 401(k) Contributions and Roth 401(k) Contributions. If the recipient makes a Combination Election, the recipient also must elect a specific amount to be paid from non-Roth 401(k) Contributions and a specific amount to be paid from Roth 401(k) Contributions.

(f) Definition of "Participant Roth 401(k) Contributions." Participant Roth 401(k) Contributions are a type of after-tax contribution by a Participant that is:

(i) designated irrevocably by the Participant at the time of the cash or deferred election as Participant Roth 401(k) Contributions that are being made in lieu of all or a portion of the Participant 401(k) Deferrals or Participant After-Tax Contributions the Participant is otherwise eligible to make under the Plan;

(ii) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election; and

(iii) subject to the same restrictions on withdrawals that apply to Participant 401(k) Deferrals.

(g) Catch-Up Contributions. The provisions of Subsection 4.03(b) which permit eligible Participants to make catch-up contributions from Participant 401(k) Deferrals shall also apply to eligible Participants who make Participant Roth 401(k) Contributions.

4.05 Amount Subject to a Deferral Election.

(a) Subject to the Deferral Limitation (adjusted to the extent necessary to accommodate an eligible Participant's catch-up contributions described in Subsections 4.03(b) and 4.04(g)) and any limitations applicable to Highly Compensated Employees under Section 4.07, the amount of a Participant's Earnings that may be contributed as Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions will be in any whole percentage not to exceed fifty percent (50%) of the Participant's Earnings (twenty percent (20%) prior to January 1, 2003 and fifteen percent (15%) prior to January 1, 2001) but reduced by the

percentage of his or her Participant After-Tax Contributions. The Plan Administration Committee may prescribe rules under which the maximum amount that may be deferred by a Participant who is a Highly Compensated Employee will be a lesser percentage of such Participant's Earnings than the maximum amount that may be deferred by a Participant who is not a Highly Compensated Employee.

(b) A Participant may change the rate of his or her Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions, or suspend such Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions, subject to the rules provided in Section 4.06.

(c) No Participant may make Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions in excess of the Deferral Limitation except with respect to catch-up contributions as described in Subsections 4.03(b) and 4.04(g)). If a Participant's 401(k) Deferrals and/or Participant Roth 401(k) Contributions exceed the Deferral Limitation for any reason other than accommodation for catch-up contributions, such excess amount(s) and any related income will be returned to the Participant, as provided in Section 4.09, or converted to After-Tax Contributions as provided in Subsection 4.03(d).

(d) The Plan Administration Committee may establish or approve such rules and procedures as it deems necessary or appropriate to implement the rules of this Section 4.05 and to ensure that Participant 401(k) Deferrals and Participant Roth 401(k) Contributions by all Participants qualify for favorable income tax treatment.

4.06 Change or Suspension of Participant After-Tax Contributions, Participant 401(k) Deferrals or Participant Roth 401(k) Contributions. In accordance with rules and procedures established or approved by the Plan Administration Committee, a Participant may elect to change the rate of, or suspend, his or her Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions as follows:

(a) A Participant may elect to change the rate of his or her Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions effective as of a future Entry Date by filing a notice of such change with the Recordkeeper. The effective date of any change will be an Entry Date that is as soon as is administratively practicable after the filing of the notice, as determined by the Plan Administration Committee. To the extent determined by the Plan Administration Committee, a change election will be filed within a prescribed time period prior to the Entry Date it becomes effective.

(b) A Participant may elect to suspend his or her Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions by filing of a notice of such suspension with the Recordkeeper. The effective date of any suspension will be an Entry Date that is as soon as is administratively practicable after the filing of the notice, as determined by the Plan Administration Committee. To the extent determined by the Plan Administration Committee, a suspension election will be filed within a prescribed time period prior to the Entry Date it becomes effective. The effective date of any resumption

of Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions will be subject to the rules of Section 3.02.

4.07 Limitation on Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) by Highly Compensated Employees. With respect to each Plan Year, Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) under the Plan for the Plan Year will not exceed the limitations on contributions established under Code Section 401(k), as provided in this Section. If Participant 401(k) Deferrals under this Plan on behalf of Highly Compensated Employees for any such Plan Year exceed the limitations of this Section for any reason, such excess deferrals and any income allocable to such deferrals to the extent required by law to be distributed will be returned to the Participant, as provided in Section 4.08.

(a) The Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions by a Participant for a Plan Year will satisfy the Average Deferral Percentage test set forth in clause (i) below, or the alternative Average Deferral Percentage test set forth in clause (ii) below, and to the extent required by regulations under Code Section 401(m), also will satisfy the multiple use test identified in clause (iii) for Plan Years beginning before October 1, 2002 below:

(i) The "Actual Deferral Percentage" for the current Plan Year for Highly Compensated Employees in the current Plan Year will not be more than the "Actual Deferral Percentage" for the prior Plan Year of all Nonhighly Compensated Participants in the prior Plan Year multiplied by one and twenty-five hundredths (1.25); or

(ii) The excess of the "Actual Deferral Percentage" for the current Plan Year for Highly Compensated Participants in the current Plan Year over the "Actual Deferral Percentage" for the prior Plan Year for all Nonhighly Compensated Participants in the prior Plan Year will not be more than two (2) percentage points, and the "Actual Deferral Percentage" for the current Plan Year for Highly Compensated Participants in the current Plan Year will not be more than the "Actual Deferral Percentage" for the prior Plan Year of all Nonhighly Compensated Participants in the prior Plan Year, multiplied by two (2).

(iii) The Average Contribution Percentage (as defined in Subsection 5.02(b)) for Highly Compensated Participants eligible to participate in the Plan and a plan of the Company or an Affiliated Company that is subject to the limitations of Code Section 401(m) will be reduced in accordance with Section 5.03, to the extent necessary to satisfy the requirements of Treasury Regulations Section 1.401(m)-2 or such similar rule relating to the multiple use of the alternative test described in clause (ii) above for Plan Years beginning before October 1, 2002.

(b) For the purposes of the limitations of this Section 4.07, the following definitions will apply:

(i) "Actual Deferral Percentage" means, with respect to Highly Compensated Participants and Non-Highly Compensated Participants for a Plan Year, the average of the Deferral Percentages, calculated separately for each Qualified Employee in each such group.

(ii) "Compensation" means compensation as defined in Code Section 415(c)(3), and as set forth in Section 17.02 (but determined with reference to the Plan Year), subject to the limitations of Code Section 401(a)(17)(A) as adjusted consistent with Code Section 401(a)(17)(B). To the extent elected by the Plan Administration Committee, "Compensation" may exclude amounts deducted from an Employee's wages or salary that are not includable in the gross income of the Employee under Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Compensation may be taken into account for purposes of this Section only if it relates to Compensation that would have been received by the Employee in the Plan Year (but before the deferral election).

(iii) "Deferral Percentage" means, for any Qualified Employee, the ratio of the amount of Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (excluding catch-up contributions described in Subsection 4.03(b)) allocated to the Participant 401(k) Deferral Account or Participant Roth 401(k) Contributions Account, as applicable of each such Employee for the Plan Year to such Employee's Compensation for such Plan Year. A Qualified Employee's Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions may be taken into account for purposes of determining his or her Deferral Percentage for a particular Plan Year only if such deferrals are allocated to the Employee's Participant 401(k) Deferral Account or Participant Roth 401(k) Contributions Account, as applicable, as of a date within that Plan Year. For purposes of this rule, a Qualified Employee's Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions will be considered allocated as of a date within a Plan Year only if (A) the allocation is not contingent upon the Employee's participation in the Plan or performance of services on any date subsequent to that date, and (B) the deferral is actually paid to the Trust no later than the end of the twelve (12) month period immediately following the Plan Year to which the contribution relates. The Deferral Percentage of any Qualified Employee who does not make any Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions will be zero (0).

(iv) "Highly Compensated Participant" means any Highly Compensated Employee who is a Qualified Employee for the relevant Plan Year.

(v) "Nonhighly Compensated Participant" means any Qualified Employee other than a Highly Compensated Employee for the relevant Plan Year.

(vi) "Qualified Employee" means any Employee directly or indirectly eligible to make Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) at any time during the Plan Year, including, if applicable, any such Employee during a period of suspension due to a withdrawal, as prescribed by the Secretary of the Treasury in regulations under Code Section 401(k).

(c) If, as of the last day of a Plan Year, the Plan satisfies the requirements of Code Section 401(a)(4) or 410(b) only if aggregated with one or more other plans which include arrangements under Code Section 401(k), then this Section 4.07 will be applied by determining the Actual Deferral Percentages of Eligible Employees as if all such plans were a single plan, in accordance with regulations prescribed by the Secretary of the Treasury under Code Section

401(k). Plans may be aggregated in order to satisfy Code Section 401(k) only if they have the same Plan year and use same testing method to satisfy said Code section.

(d) For purposes of this Section, the Actual Deferral Percentage for any Qualified Employee who is a Highly Compensated Employee under two or more Code Section 401(k) arrangements of the Company or an Affiliated Company will be determined by treating all contributions as if made under a single arrangement. If a Highly Compensated Employee participates in two or more 401(k) arrangements that have different plan years, in testing this Plan, the Deferral Percentage for such Highly Compensated Employee is the ratio of the aggregate of all contributions during the Plan Year under all such arrangements to such Highly Compensated Employee's Compensation for such Plan Year. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated in accordance with regulations prescribed by the Secretary of the Treasury under Code Section 401(k).

(e) For purposes of this Section, the amount of Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) by a Participant who is not a Highly Compensated Employee for a Plan Year will be reduced by any Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) in excess of the Deferral Limitation which have been distributed to the Participant under Section 4.09 or converted to After-Tax Contributions pursuant to Subsection 4.03(d) in accordance with regulations prescribed by the Secretary of the Treasury under Code Section 401(k).

(f) The determination of the Deferral Percentage of any Participant will be made after applying the provisions of Section 17.06 relating to certain limits on Annual Additions under Code Section 415.

(g) The determination and treatment of Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) and the Actual Deferral Percentage of any Participant will satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(h) The Plan Administration Committee will keep or cause to have kept such records as are necessary to demonstrate that the Plan satisfies the requirements of Code Section 401(k) and the regulations thereunder, in accordance with regulations prescribed by the Secretary of the Treasury.

(i) To the extent required by applicable law, the requirements of this Section 4.07 will be applied separately with respect to each Company and its Affiliated Companies participating in the Plan.

4.08 Provisions for Disposition of Excess Participant 401(k) Deferrals and Participant Roth 401(k) Contributions.

(a) The Plan Administration Committee will determine, as soon as is reasonably possible following the close of each Plan Year, whether the Actual Deferral Percentage test described in Section 4.07 is satisfied for the Plan Year. If the Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) made on behalf of the Highly

Compensated Participants will cause the Plan to exceed the applicable limits, the Plan Administration Committee will determine the excess amount of such contributions under Subsection 4.08(b). The excess amount will then be allocated among the Highly Compensated Participants as described in Subsection 4.08(c) and distributed or forfeited as described in Subsection 4.08(d).

(b) The Plan Administration Committee will determine the excess amount, if any, by hypothetically reducing each Highly Compensated Participant's Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions), starting with the Highly Compensated Participant with the highest deferral percentage, to the extent necessary to satisfy the Average Deferral Percentage test.

(c) The excess amount determined under Subsection 4.08(b) will then be allocated among the Highly Compensated Participants, starting with the Highly Compensated Participant with the largest amount of Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) for the Plan Year, and continuing in descending order.

(d) The Accounts of the Highly Compensated Participants who received an allocation of the excess amount under Subsection 4.08(c) will be reduced to the extent of the allocation made to each such Participant as follows:

(i) Unmatched Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) will be returned before matched Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions).

(ii) If matched Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) must be returned, the related Matching Contributions will be forfeited.

(e) Any excess Participant 401(k) Deferrals (including Participant Roth 401(k Contributions) and any related income will be distributed to the Highly Compensated Participants no later than two and one-half (2 ½) months following the close of the Plan Year in which such excess Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) were made if administratively feasible, but in any event no later than the close of the first Plan Year following the Plan Year in which such excess deferrals were made. The amount distributed will take into account any applicable income taxes due on such amounts. Recharacterization of excess Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions as Participant After-Tax Contributions will not be permitted. As noted in Subsection 4.04(d), to the extent that Participant 401(k) Deferrals were made for the year, the Plan will distribute Participant 401(k) Deferrals before Roth 401(k) Contributions.

(f) For purposes of satisfying the Actual Deferral Percentage test, income allocable to a Participant's excess Participant 401(k) Deferrals (and/or Participant Roth 401(k) Contributions) will be determined to the date of distribution (or a date that is no more than seven (7) days prior to such distribution date) in accordance with any reasonable method used by the Plan for allocating income to Participant Accounts. Provided, however, effective for Plan Years beginning on or after October 1, 2008, income allocable to a Participant's excess

Participant 401(k) Deferrals (and/or Participant Roth 401(k) Contributions) for the period between the end of the Plan Year and the date of distribution will be disregarded.

(g) The Plan Administration Committee will not be liable to any Participant (or his or her Beneficiary, if applicable) for any losses caused by misestimating the amount of any Participant 401(k) Deferrals (and/or Participant Roth 401(k) Contributions) in excess of the limitations of this Article 4 and any income allocable to such excess.

(h) To the extent required by regulations under Code Section 401(k) or 415, any excess Participant 401(k) Deferrals (and/or Participant Roth 401(k) Contributions) with respect to a Highly Compensated Employee will be treated as Annual Additions under Article 17 for the Plan Year for which the excess Participant 401(k) Deferrals (and/or Participant Roth 401(k) Contributions) were made, notwithstanding the distribution of such excess in accordance with the provisions of this Section.

4.09 Provisions for Return of Annual Participant 401(k) Deferrals in Excess of the Deferral Limitation for Certain Years. Solely for purposes of limitation years beginning before July 1, 2007, if a Participant's elective deferrals, within the meaning of Code Section 402(g)(3), for any calendar year exceed the Deferral Limitation (not taking into account any catch-up contributions described in Subsection 4.03(b)), such excess elective deferrals will be returned to the Participant as provided in this Section 4.09.

(a) If, due to error or otherwise, a Participant's Participant 401(k) Deferrals under this Plan for any calendar year exceed the Deferral Limitation for such calendar year (without regard to elective deferrals under any other plan), the Plan Administration Committee will notify the Plan of the amount of the excess Participant 401(k) Deferrals, and such excess Participant 401(k) Deferrals, together with income allocable thereto to the extent required by law to be distributed, will be distributed to the Participant on or before the first April 15 following the close of the calendar year in which such excess Participant 401(k) Deferrals were made.

(b) If in any calendar year, a Participant makes Participant 401(k) Deferrals under this Plan and additional elective deferrals, within the meaning of Code Section 402(g)(3), under any other plan maintained by the Company or an Affiliated Company, and the total amount of the Participant's elective deferrals under this Plan and all such other plans exceed the Deferral Limitation, the Company and each Affiliated Company maintaining a plan under which the Participant made any elective deferrals will notify the affected plans, and corrective distributions of the excess elective deferrals, and any income allocable thereto to the extent required by law to be distributed, will be made from one or more such plans, to the extent determined by the Company and each Affiliated Company. All corrective distributions of excess elective deferrals will be made on or before the first April 15 following the close of the calendar year in which the excess elective deferrals were made.

(c) In accordance with rules and procedures as may be established by the Plan Administration Committee, a Participant may file a claim to the Plan Administration Committee in which he or she certifies in writing the specific amount of his or her Participant 401(k)

Deferrals for the current or preceding calendar year which, when added to amounts deferred for such calendar year under other plans or arrangements described in Code Section 401(k), 408(k) or 403(b), will cause the Participant to exceed the Deferral Limitation under Code Section 402(g) for the calendar year in which the Deferral occurred. Any such claim must be filed with the Plan Administration Committee no later than the March 1 of the calendar year following the year of deferral. To the extent the amount specified by the Participant in his or her claim does not exceed the amount of the Participant's Deferrals under the Plan for the applicable calendar year, the Plan Administration Committee will treat the amount specified by the Participant in his or her claim as Participant 401(k) Deferrals in excess of the Deferral Limitation for such calendar year and return such excess and any income allocable thereto to the Participant, as provided in 4.09(a) above.

(d) Income on Participant 401(k) Deferrals in excess of the Deferral Limitation will be calculated in accordance with 4.08(f), except that if the Plan Year is not the calendar year, calculations of allocable income will be made with reference to income allocable for the calendar year rather than the Plan Year, and based upon the Participant's account balance as of the last day of the calendar year.

(e) The Plan Administration Committee will not be liable to any Participant (or his or her Beneficiary, if applicable) for any losses caused by misestimating the amount of any Participant 401(k) Deferrals in excess of the limitations of this Article 4 and any income allocable to such excess.

(f) To the extent required by regulations under Code Section 402(g) or 415, Participant 401(k) Deferrals with respect to a Participant in excess of the Deferral Limitation will be treated as Annual Additions under Article 17 for the Plan Year for which the excess Deferrals were made, notwithstanding the distribution of such excess in accordance with the provisions of this Section.

ARTICLE 5 COMPANY CONTRIBUTIONS

5.01 Company Matching Contributions. Subject to the amendment or termination of the Plan or the discontinuance of contributions hereunder, the limitations of Section 2.31 concerning post-doctorate Employees, the limitations of Articles 16 and 18, and the provisions of this Article 5, the Company will make contributions to the Plan as provided in this Section 5.01 effective February 1, 2005. (Company contributions under the Plan on behalf of Participants for periods prior to February 1, 2005 are made in accordance with the provisions of Section 5.01 as in effect prior to such date).

(a) BEA/BBWI Participants, BBWI Participants and, effective May 1, 2005, CWI/BBWI Participants. Effective as of October 1, 2011, ITG Participants will receive the same rate of Company Matching Contributions as were contributed prior to October 1, 2011 on behalf of BBWI Participants. No additional Company Matching Contributions will be made for BBWI Participants for periods beginning after September 30, 2011.

(i) Each payroll period, the Company will contribute an amount equal to sixty percent (60%) of a BEA/BBWI Participant's, CWI/BBWI Participant's, and BBWI Participant's total Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (other than any catch-up contributions described in Subsection 4.03(b)) that are eligible to receive Company Matching Contributions under the rules of paragraph (ii) and Subsection 5.01(c) below. Effective as of January 1, 2013, catch-up contributions described in Subsection 4.03(b) shall be eligible for Company Matching Contributions, subject to the limitations on the percentage of Earnings eligible for Company Matching Contributions set forth herein.

(ii) The maximum amount of a BEA/BBWI Participant's, CWI/BBWI Participant's and BBWI Participant's Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions made in any payroll period that are eligible to receive Company Matching Contributions (not taking into account any catch-up contributions described in Subsection 4.03(b)) is eight percent (8%) of such Participant's Earnings for such period. Effective as of January 1, 2013, catch-up contributions described in Subsection 4.03(b) shall be eligible for Company Matching Contributions, subject to the limitations on the percentage of Earnings eligible for Company Matching Contributions set forth herein.

(b) BEA Participants and, effective May 1, 2005, CWI Participants. Subject to Subsection 5.01(c), each payroll period, the Company will contribute one dollar ($1.00) for every dollar of a BEA Participant's or CWI Participant's Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (other than any catch-up contributions described in Subsection 4.03(b)) not to exceed three percent (3%) of such BEA Participant's or CWI Participant's Earnings for the payroll period plus sixty cents ($.60)for every dollar of such BEA Participant's or CWI Participant's Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (other than any catch-up contributions described in Subsection 4.03(b)) in excess of three percent (3%) and not greater than six percent (6%) of such BEA Participant's Earnings for the payroll period. Effective as of January 1, 2013, catch-up contributions described in Subsection 4.03(b) shall be eligible for Company Matching Contributions, subject to the limitations on the percentage of Earnings eligible for Company Matching Contributions set forth herein.

(c) Only Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (other than catch-up contributions described in Subsection 4.03(b)) made by an active Participant will be eligible to share in any Company Matching Contributions. Effective October 1, 2006, notwithstanding anything to the contrary, catch-up contributions that are re-characterized as Participant 401(k) Deferrals during the Plan Year will be eligible to share in Company Matching Contributions. Effective as of January 1, 2013, catch-up contributions described in Subsection 4.03(b) made by an active Participant, and Participant After-Tax Contributions resulting from the conversion of Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions to Participant After-Tax Contributions as described in Subsection 4.03(d), shall be eligible to share in Company Matching Contributions, subject to the limitations on the percentage of Earnings eligible for Company Matching Contributions set forth in Subsections 5.01(a) and (b).

(d) Company Matching Contributions will be paid to the Trustee at the same time as the Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions to which they relate and may be paid in cash or such other property as such Company may determine.

(e) The Company Matching Contributions will be allocated among the Investment Funds in the same manner as the corresponding Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions.

5.02 Limitation on Company Matching Contributions and Participant After-Tax Contributions on Behalf of Highly Compensated Employees. Company Matching Contributions and Participant After-Tax Contributions made under the Plan for the Plan Year will not exceed the limitations on contributions by or on behalf of Highly Compensated Employees under Code Section 401(m), as provided in this Section. If Company Matching Contributions and Participant After-Tax Contributions made under this Plan by or on behalf of Highly Compensated Employees for any Plan Year exceed the limitations of this Section for any reason, such excess Company Matching Contributions and Participant After-Tax Contributions, and any related income to the extent required by law to be distributed, will be disposed of in accordance with Section 5.03.

(a) Company Matching Contributions and Participant After-Tax Contributions by and on behalf of Participants for a Plan Year will satisfy the Average Contribution Percentage test set forth in clause (i) below or the alternative Average Contribution Percentage test set forth in clause (ii) below, to the extent required by regulations under Code Section 401(m), will satisfy the test identified in clause (iii) below.

(i) The Average Contribution Percentage for the current Plan Year for Highly Compensated Participants in the current Plan Year will not be more than the Average Contribution Percentage for the prior Plan Year of all Nonhighly Compensated Participants in the prior Plan year multiplied by 1.25, or

(ii) The excess of the Average Contribution Percentage for the current Plan Year for Highly Compensated Participants in the current Plan Year over the Average Contribution Percentage for the prior Plan Year of all Nonhighly Compensated Participants in the prior Plan Year will not be more than two percentage points, and the Average Contribution Percentage for the Highly Compensated Participants in the current Plan Year will not be more than the Average Contribution Percentage for the prior Plan Year of all Nonhighly Compensated Participants in the prior Plan Year, multiplied by 2.

(iii) The Average Contribution Percentage for Highly Compensated Participants eligible to participate in this Plan and a plan of the Company or an Affiliated Company that satisfies the requirements of Code Section 401(k), will be reduced to the extent necessary to satisfy the requirements of Treasury Regulations Section 1.401(m)-2 or similar such rule relating to the multiple use of the alternative test described in clause (ii) above for Plan Years beginning before October 1, 2002. The reduction will be treated as an excess Participant 401(k) Deferral amount.

(b) For purposes of this Section, the following definitions will apply:

(i) "Average Contribution Percentage" means, with respect to Highly Compensated Participants and Nonhighly Compensated Participants for a Plan Year, the average of the Contribution Percentages, calculated separately for each Qualified Employee in each such group.

(ii) "Compensation" means compensation as defined in Code Section 415(c)(3), and as set forth in Section 17.02 (but determined with reference to the Plan Year), subject to the limitations of Code Section 401(a)(17)(A) as adjusted consistent with Code Section 401(a)(17)(B). To the extent elected by the Plan Administration Committee, "Compensation" may exclude amounts deducted from an Employee's wages or salary that are not includable in the gross income of the Employee under Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Compensation may be taken into account for purposes of this Section only if it relates to Compensation that would have been received by the Employee in the Plan Year (but before the deferral election).

(iii) The "Contribution Percentage" means, for any Qualified Employee, the percentage determined by dividing the sum of Company Matching Contributions and Participant After-Tax Contributions under the Plan on behalf of each Qualified Employee for such Plan Year, by such Qualified Employee's Compensation for such Plan Year in accordance with regulations prescribed by the Secretary of the Treasury under Code Section 401(m). A Participant After-Tax Contribution will be taken into account for a Plan Year if it is paid to the Trust during the Plan Year or paid to an agent of the Plan and transmitted to the Trust within a reasonable period after the end of the Plan Year. Subject to Subsection 5.02(i) below, a Matching Contribution will be taken into account for Plan Year if it is (A) made on account of Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions for the Plan year; (B) allocated to the Participant's Company Matching Contributions Account as of any date within that Plan year; and (C) actually paid to the Trust no later than the end of the twelve (12) month period immediately following the Plan Year to which the contribution relates. To the extent determined by the Plan Administration Committee and in accordance with regulations issued by the Secretary of the Treasury under Code Section 401(m)(3), Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) made on behalf of a Qualified Employee and any qualified nonelective contributions, within the meaning of Code Section 401(m)(4)(C) and subject to the limitations under Code Section 1.401(m)-2(a)(6), made on behalf of a Qualified Employee may also be taken into account for purposes of calculating the Contribution Percentages of such Employee, but will not otherwise be taken into account for testing under the Plan.

(iv) "Highly Compensated Participant" means any Highly Compensated Employee who is a Qualified Employee for the relevant Plan Year.

(v) "Nonhighly Compensated Participant" means any Qualified Employee other than a Highly Compensated Employee for the relevant Plan Year.

(vi) "Qualified Employee" means any Employee directly or indirectly eligible to make Participant After-Tax Contributions at any time during the Plan Year, including, if applicable, any such Employee during a period of suspension due to a withdrawal.

(c) If, as of the last day of a Plan Year this Plan satisfies the requirements of Code Section 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of Code Section 410(b) only if aggregated with this Plan, then this Section 5.02 will be applied by determining the Contribution Percentages of Qualified Employees as if all such plans were a single plan, in accordance with regulations prescribed by the Secretary of the Treasury under Code Section 401(m). Plans may be aggregated in order to satisfy Code Section 401(m) only if they have the same Plan year and use same testing method to satisfy said Code section.

(d) For purposes of this Section, the Contribution Percentage for any Qualified Employee who is a Highly Compensated Employee under two or more Code Section 401(a) plans of the Company or an Affiliated Company will be determined by treating all participant and matching contributions as if made under a single arrangement. If a Highly Compensated Employee participates in two or more 401(k) arrangements that have different plan years, in testing this Plan, the Contribution Percentage for such Highly Compensated Employee is the ratio of the aggregate of all participant and matching contributions during the Plan Year under all such arrangements to such Highly Compensated Employee's Compensation for such Plan Year. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated in accordance with regulations prescribed by the Secretary of the Treasury under Code Section 401(m).

(e) The determination of the Contribution Percentage of any Participant will be made after first applying the provisions of Section 17.06 relating to certain limits on Annual Additions under Code Section 415, then applying the provisions of Section 4.08 relating to certain limits under Code Section 401(k) imposed on Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) of Highly Compensated Employees and last, applying the provisions of Section 5.04 relating to the forfeiture of matching contributions attributable to excess deferrals or contributions.

(f) The determination and treatment of the Contribution Percentage of any Participant will satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

(g) The Plan Administration Committee will keep or cause to have kept such records as are necessary to demonstrate that the Plan satisfies the requirements of Code Section 401(m) and the regulations thereunder, in accordance with regulations prescribed by the Secretary of the Treasury.

(h) To the extent required by applicable law, the requirements of this Section 5.02 will be separately applied with respect to each Company and its Affiliated Companies participating in the Plan.

(i) Notwithstanding Subsection 5.02(b)(iii) above, Company Matching Contributions made with respect to the sum of Participant 401(k) Deferrals, Participant Roth 401(k) Contributions and Participant After-Tax Contributions for a particular Plan Year may not be taken into account in determining the Contribution Percentage of any Nonhighly Compensated Participant for Plan Years beginning on or after October 1, 2006 to the extent it exceeds the greatest of (i) five percent (5%) of the Nonhighly Compensated Participant's Compensation for the Plan Year; (ii) the Nonhighly Compensated Participant's total Participant 401(k) Deferrals, Participant Roth 401(k) Contributions, and Participant After-Tax Contributions for the Plan Year; and (iii) the product of two (2) times the Plan's "representative matching rate" (as defined below) and the sum of the Nonhighly Compensated Participant's Participant 401(k) Deferrals, Participant Roth 401(k) Contributions and Participant After-Tax Contributions.

For purposes of this Subsection 5.02(i), the Plan's "representative matching rate" is the lowest "matching rate" (as defined herein) for any Nonhighly Compensated Participant among a group of Nonhighly Compensated Participants that consists of half of all Nonhighly Compensated Participants in the Plan for the Plan Year who make Participant 401(k) Deferrals, Participant Roth 401(k) Contributions and/or Participant After-Tax Contributions for the Plan Year (or, if greater, the lowest "matching rate" for all Nonhighly Compensated Participants in the Plan who are employed by the Company on the last day of the Plan Year and who make Participant 401(k) Deferrals, Participant Roth 401(k) Contributions and/or Participant After-Tax Contributions for the Plan Year). The "matching rate" generally is the sum of Participant 401(k) Deferrals, Participant Roth 401(k) Contributions and/or Participant After-Tax Contributions made for the Nonhighly Compensated Participant divided by his or her Compensation. If the "matching rate" is not the same for all levels of Participant 401(k) Deferrals and Participant After-Tax Contributions, then the "matching rate" is determined assuming that the Nonhighly Compensated Participant's Participant 401(k) Deferrals, Participant Roth 401(k) Contributions and/or Participant After-Tax Contributions are equal to six percent (6%) of his or her Compensation.

5.03 Provisions for Disposition of Excess Company Matching Contributions and Participant After-Tax Contributions.

(a) The Plan Administration Committee will determine, as soon as is reasonably possible following the close of the Plan Year, whether Company Matching Contributions and Participant After-Tax Contributions made by or on behalf of the Highly Compensated Participants must be reduced to enable the Plan to satisfy the Actual Contribution Percentage test described in Section 5.02 for the Plan Year. If such contributions cause the Plan to exceed the applicable limits, the Plan Administration Committee will determine the excess amount of such contributions under Subsection 5.03(b). The excess amount will then be allocated among the Highly Compensated Participants as described in Subsection 5.03(c) and distributed or forfeited as described in Subsection 5.03(d) below.

(b) The Plan Administration Committee will determine the excess amount by hypothetically reducing each Highly Compensated Participant's After-Tax and Matching

Contributions, starting with the Highly Compensated Participant with the highest Contribution Percentage, to the extent necessary to satisfy the Average Contribution Percentage test.

(c) The excess amount determined under Subsection 5.03(b) will then be allocated among the Highly Compensated Participants, starting with the Highly Compensated Participant with the largest amount of Participant After-Tax Contributions and Matching Contributions for the Plan Year, and continuing in descending order.

(d) The Accounts of the Highly Compensated Participants to which the excess amount is allocated as described in Subsection 5.03(c), will be reduced to the extent of the allocation made to each such Participant as follows:

(i) First, any Participant After-Tax Contributions that were not matched by Company Matching Contributions, and any related income, will be distributed to the Highly Compensated Participant.

(ii) Second, if any excess remains after the provisions of clause (i) above are applied, to the extent necessary to eliminate the excess, Company Matching Contributions made on behalf of the Highly Compensated Participant, any corresponding Participant After-Tax Contributions, and any related income, will be forfeited, to the extent forfeitable under the Plan, or distributed to the Highly Compensated Participant, to the extent nonforfeitable after withholding any applicable income taxes on such amounts.

(e) Excess Participant After-Tax Contributions and Company Matching Contributions that are nonforfeitable, including any related income, will be distributed to the Highly Compensated Participants or, to the extent forfeitable, will be forfeited, within 2-1/2 months following the close of the Plan Year for which the excess contributions were made if administratively feasible, but in any event no later than the end of the first Plan Year following the Plan Year for which the excess contributions were made, notwithstanding any other provision in this Plan.

(f) For purposes of satisfying the Average Contribution Percentage test, income allocable to a Participant's excess Company Matching Contributions and Participant After-Tax Contributions will be determined to the date of distribution (or a date that is no more than seven (7) days prior to such distribution date) in accordance with any reasonable method used by the Plan for allocating income to Participant Accounts. Provided, however, effective for Plan Years beginning on or after October 1, 2008, income allocable to a Participant's excess Company Matching Contributions and Participant After-Tax Contributions for the period between the end of the Plan Year and the date of distribution will be disregarded.

(g) The Plan Administration Committee will not be liable to any Highly Compensated Employee (or his or her Beneficiary, if applicable) for any losses caused by misestimating the amount of any excess Company Matching Contributions and Participant After-Tax Contributions on behalf of a Highly Compensated Employee and the income attributable to such excess.

(h) To the extent required by regulations under Code Section 401(m) or 415, any Participant After-Tax Contributions or Company Matching Contributions in excess of the limitations of Section 5.02 that are forfeited by or distributed to a Highly Compensated Participant in accordance with this Section will be treated as an Annual Addition under Article 17 for the Plan Year for which the excess Contribution was made, notwithstanding such forfeiture or distribution.

5.04 Forfeiture of Company Matching Contributions Attributable to Excess Participant 401(k) Deferrals or Contributions. To the extent any Company Matching Contributions allocated to a Participant's Company Matching Contributions Account are attributable to excess Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) or contributions required to be distributed to the Participant in accordance with Section 4.08, 4.09, or 5.03, such Company Matching Contributions, including any related income, will be forfeited and applied as provided in Section 6.04, notwithstanding that such Company Matching Contributions may otherwise be nonforfeitable under the terms of the Plan.

5.05 Company Profit Sharing Contributions. Subject to the amendment or termination of the Plan or the discontinuance of contributions hereunder, the limitations of Section 2.31 concerning post-doctorate Employees, the limitations of Articles 16 and 18, and the provisions of this Article 5, the Company will make contributions to the Plan as provided in this Section 5.05.

(a) BEA Participant. Effective February 1, 2005, the Company shall make a Company Profit Sharing Contribution to a BEA Participant's Company Profit Sharing Contributions Account in an amount equal to four and two-tenths percent (4.2%) of such Participant's Earnings. All Company Profit Sharing Contributions and all Forfeitures, if any, during a Plan Year, shall be allocated to the Company Profit Sharing Contributions Account of each BEA Participant within the time period prescribed by the Code.

(b) CWI Participant. Effective May 1, 2005, the Company shall make a Company Profit Sharing Contribution to a CWI Participant's Company Profit Sharing Contributions Account in an amount equal to four and two-tenths percent (4.2%) of such Participant's Earnings. All Company Profit Sharing Contributions and all Forfeitures, if any, during a Plan Year, shall be allocated to the Company Profit Sharing Contributions Account of each CWI Participant within the time period prescribed by the Code.

(c) BEA/Argonne Participant. Effective February 1, 2005, the Company shall make a nonelective contribution Company Profit Sharing Contribution to a BEA/Argonne Participant's Company Profit Sharing Contributions Account in an amount equal to nine percent (9%) of such Participant's Earnings. All Company Profit Sharing Contributions during a Plan Year shall be allocated to the Company Profit Sharing Contributions Account of each BEA/Argonne Participant within the time period prescribed by the Code.

5.06 Irrevocability. The Company will have no right or title to, nor interest in, the Company Matching Contributions or the Company Profit Sharing Contributions made to the

Trust Fund, and no part of the Trust Fund will revert to the Company, except that funds may be returned to the Company as follows:

(a) In the case of a Company contribution that is made by a mistake of fact, such contribution may be returned to the Company within one (1) year after it is made.

(b) 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.

ARTICLE 6 PARTICIPANT ACCOUNTS AND ALLOCATIONS

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

6.02 Participant Accounts. The Plan Administration Committee will direct the Recordkeeper to maintain for each Participant the following separate accounts to hold contributions by or on behalf of the Participant:

(a) A Participant 401(k) Deferrals Account for each Participant who makes Participant 401(k) Deferrals to the Plan in accordance with the rules of Article 4.

(b) A Participant Roth 401(k) Contributions Account for each Participant who makes Participant Roth 401(k) Contributions to the Plan in accordance with the rules of Article 4.

(c) A Participant After-Tax Contributions Account for each Participant who makes Participant After-Tax Contributions to the Plan in accordance with the rules of Article 4.

(d) A Rollover Account for each Participant who makes a Participant Rollover Contribution to the Plan in accordance with Section 4.02.

(e) A Participant Roth 401(k) Rollover Contributions Account for each Participant who makes a Participant Roth 401(k) Rollover Contribution to the Plan in accordance with the rules of Article 4.

(f) A Company Matching Contributions Account for each Participant who makes Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions to the Plan in accordance with the rules of Article 4.

(g) The allocations of Company Matching Contributions under this Section 6.02 will be made after the allocations of forfeitures required by Section 6.04.

(h) A Company Profit Sharing Contributions Account for each Participant who is eligible to receive a Company Profit Sharing Contribution under the Plan in accordance with Article 5.

(i) The allocations of Company Profit Sharing Contributions under this Section 6.02 will be made after the allocations of forfeitures required by Section 6.04.

6.03 Participant Investment Allocations and Exchanges.

(a) In accordance with investment directions of the Participant, Participant After-Tax Contributions, Participant 401(k) Deferrals, Participant Roth 401(k) Contributions, any corresponding Company Matching Contributions by and on behalf of a Participant and any applicable Company Profit Sharing Contributions will be allocated among the Investment Funds made available to the Participant by the Plan Investment Committee. Such allocations will be in one percent (1%) increments, as designated by the Participant. If the Participant fails (for any reason) to make an effective allocation of such contributions among the Investment Funds, contributions will be allocated to the Investment Fund designated as the default Investment Fund under the Plan's Investment Policy. If a Participant selects more than one (1) Investment Fund for the investment of his or her Accounts, the Plan Administration Committee will establish subaccounts to reflect the allocation of his or her Accounts among the Investment Funds.

(b) A Participant may make an election to change his or her investment allocation with respect to both his or her future Participant After-Tax Contributions, Participant 401(k) Deferrals, Participant Roth 401(k) Contributions, any corresponding Company Matching Contributions and any applicable Company Profit Sharing Contributions, subject to any restriction imposed by the Plan Administration Committee on investments in the Lockheed Martin Stock Fund prior to the Fund's liquidation. Such change will be made by notifying the Recordkeeper in accordance with rules and procedures adopted or approved by the Plan Administration Committee, and will be effective as of an Entry Date that is as soon as is administratively practicable after notification of the Recordkeeper, as determined by the Plan Administration Committee. To the extent determined by the Plan Administration Committee, an election to change investment allocations for future contributions will be filed within a prescribed time period prior to the Entry Date it becomes effective.

(c) A Participant may direct exchanges of his or her current Account balances between Investment Funds. Such exchanges may be in one percent (1%) increments, whole dollar increments, or investment units, subject to such limitations as the Plan Administration Committee may impose upon,

(i) Exchanges between a fixed income fund and a money market fund as required by the terms of a guaranteed investment contract or similar insurance contract, fund or other investment vehicle, and

(ii) Investment in the Lockheed Martin Stock Fund prior to the December 31, 2002 liquidation of any remaining balance in such fund, including the maximum percentage of a Participant's interest that may be invested in that fund.

An Investment Fund exchange with respect to a Participant's current Account balances will be made by notifying the Recordkeeper in accordance with rules and procedures adopted or approved by the Plan Administration Committee, and will be effective as of a Valuation Date that is as soon as is administratively practicable after notification of the Recordkeeper, as determined by the Plan Administration Committee. To the extent determined by the Plan Administration Committee, a direction to make an Investment Fund exchange will be filed within a prescribed time period prior to the Valuation Date it becomes effective.

(d) No new contributions may be allocated to the Lockheed Martin Stock Fund, and Participants may not direct an Investment Fund exchange into that Fund. If a Participant failed by October 7, 1999 to make a new investment direction for contributions previously directed to the Lockheed Martin Stock Fund, such contributions were invested in the Vanguard 500-Index Fund effective with the October 8, 1999 pay date, subject to such Participant's right to revise his or her investment allocations as described in 6.03(b). Effective December 31, 2002, the Lockheed Martin Stock Fund will be liquidated, and any remaining balances of current Employees that are invested in such fund will be reallocated among the other Investment Funds in accordance with their current contribution allocations. Any such remaining balances of Participants who are no longer Employees will be allocated to the Stable Value Fund.

(e) Any withdrawal or distribution from a Participant's Accounts will be made pro rata from the Investment Funds, based on the allocation of such Accounts among the Investment Funds.

(f) Each Participant or his or her Beneficiary, if applicable, will be responsible for the investment of his or her Accounts under the Plan, utilizing investment options made available under the Plan. The Plan is intended to constitute a plan described in ERISA Section 404(c), with the result that Plan fiduciaries are not liable for any investment losses which are the direct and necessary result of investment directions given by a Participant or Beneficiary. Participants are not entitled to seek or to rely on investment advice from any representative of a Company or of the Plan, but are encouraged to seek investment advice from qualified independent investment advisors. The Companies, the Plan Administration Committee, the Plan Investment Committee, the Trustee, and their delegates, do not in any manner or to any extent whatsoever warrant, guarantee or represent that the value of a Participant's Account will at any time equal or exceed the amount previously contributed thereto.

6.04 Application of Forfeitures. Subject to the rules of Section 8.05, upon a Participant's Severance, pending distribution of the Participant's Vested Interest pursuant to the provisions of Article 11 below, his or her Accounts will continue to be maintained and accounted for in accordance with all applicable provisions of this Plan. All amounts that are forfeited will be used as determined by the Plan Administrator for any of the following

purposes: (i) to reinstate Accounts of Participants pursuant to Section 8.05, (ii) to pay administrative expenses of the Plan, (iii) to reduce Company Matching Contributions to the Plan and Company Profit Sharing Contributions, respectively, (iv) to reduce any corrective allocations or contributions due from a Plan Sponsor as permitted by statute or administrative guidance, or (v) for any other purpose permitted by law. No forfeitures will be allocated to any Participant After-Tax Contributions Accounts, Rollover Accounts, Roth 401(k) Rollover Contributions Accounts, 401(k) Deferral Accounts, or Roth 401(k) Contributions Accounts.

ARTICLE 7 SPECIAL PROVISIONS—LOCKHEED MARTIN STOCK FUND

7.01 Prior to October 1, 1999, when BBWI assumed sponsorship of the Plan, Participants could elect to invest in the Lockheed Martin Corporation through the Lockheed Martin Stock Fund. No further investment in the Lockheed Martin Stock Fund was permitted after September 30, 1999. Participants were allowed to transfer funds out of the Lockheed Martin Stock Fund at any time following September 30, 1999, subject to the standard investment procedures set forth in the Plan and established by the Plan Administration Committee. On December 31, 2002, the assets remaining in the Lockheed Martin Stock Fund were liquidated and funds resulting from the liquidation were transferred to other investment options elected by the affected Participants as described in Subsection 6.03(d).

ARTICLE 8 VESTING

8.01 No Vested Rights Except as Herein Specified. No Participant will 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.

8.02 One Hundred Percent (100%) Vesting in Company Matching Contributions Account and Company Profit Sharing Contributions Account. A Participant's interest in his or her Company Matching Contributions Account and a BEA Participant's or, effective May 1, 2005, a CWI Participant's interest in his or her Company Profit Sharing Contributions Account will become one hundred percent (100%) vested upon the occurrence of the earliest of any of the following events:

(a) Company Matching Contributions.

(i) Completion of five (5) Years of Vesting Service in the case of a BBWI Participant, a BEA/BBWI Participant, or a CWI/BBWI Participant.

(ii) In the case of a BEA Participant or CWI Participant, immediately one hundred percent (100%) vested, without regard to such Participant's number of Years of Vesting Service.

(iii) In the case of an ITG Participant, completion of five (5) Years of Vesting Service.

(b) Company Profit Sharing Contributions Account.

(i) Completion of three (3) Years of Vesting Service in the case of a BEA Participant or a CWI Participant.

(ii) In the case of a BEA/Argonne Participant, immediately one hundred percent (100%) vested, without regard to such Participant's number of Years of Vesting Service.

(c) Attainment of Normal Retirement Age while employed in Covered Service or Contiguous Non-Covered Service or, if the Participant was transferred directly from Covered Service with BBWI, BEA or CWI to an entity described in Subsection 2.23(b), 2.23(d) or 2.23(f) while employed by such entity or another entity in the same Controlled Group, provided the Participant has been continuously employed by such entity or entities;

(d) Satisfaction of the requirements of a Total and Permanent Disability incurred while employed in Covered Service or Contiguous Non-Covered Service or, if the Participant was transferred directly from Covered Service with BBWI, BEA or CWI to an entity described in Subsection 2.23(b), 2.23(d) or 2.23(f), while employed by such entity or another entity in the same Controlled Group, provided the Participant has been continuously employed by such entity or entities;

(e) Termination of the Plan as to that Participant, pursuant to the rules of Article 15, while employed in Covered Service or Contiguous Non-Covered Service or, if the Participant was transferred directly from Covered Service with BBWI, BEA or CWI to an entity described in Subsection 2.23(b), 2.23(d) or 2.23(f), while employed by such entity or another entity in the same Controlled Group, provided the Participant has been continuously employed by such entity or entities;

(f) Death while employed by the Company in Covered Service or Contiguous Non-Covered Service or, if the Participant was transferred directly from Covered Service with BBWI, BEA or CWI to an entity described in Subsection 2.23(b), 2.23(d) or 2.23(f), while employed by such entity or another entity in the same Controlled Group, provided the Participant has been continuously employed by such entity or entities;

(g) Layoff for a period of four (4) consecutive weeks; or

(h) Retirement under the terms of the INL Employee Retirement Plan on his or her Early Retirement Date, his or her Normal Retirement Date, or his or her Late Retirement Date, as those terms are defined in the INL Employee Retirement Plan, provided the Employee is eligible to retire on the date on which his or her employment terminates.

(i) Solely for the purpose of the vesting provisions in this Article 8, a Participant who dies on or after January 1, 2007 while performing qualified military service as defined in Code Section 414(u) shall be treated as if he or she returned to employment in Covered Service on the date prior to his or her death and will become fully vested as of the date of his or her death in all Company Matching Contributions and his or her Company Profit Sharing Contributions Account.

8.03 Partial Vesting in Company Matching Contributions Account and Company Profit Sharing Contributions Account. Prior to the date a Participant acquires a one hundred percent (100%) Vested Interest in his or her Company Matching Contributions Account or a BEA Participant and, effective May 1, 2005, a CWI Participant acquires a one hundred percent (100%) Vested Interest in his or her Company Profit Sharing Contributions Account in accordance with Section 8.02, each Participant will be vested in a percentage of such Account based on his or her completed Years of Vesting Service, as follows:

(a) Company Matching Contributions:

Completed Years of Vesting Service **BBWI, BEA/BBWI, CWI/BBWI & ITG PARTICIPANTS**	Vested Percentage in Company Matching Contribution
Less than 2 years	0%
At least 2 but less than 3	25%
At least 3 but less than 4	50%
At least 4 but less than 5	75%
5 or more	100%

CWI and BEA Participants are one hundred percent (100%) vested in their Company Matching Contribution Account.

(b) Company Profit Sharing Contribution:

Completed Years of Vesting Service BEA and CWI	Vested Percentage in Company Profit Sharing Contribution
Less than 2 years	0%
At least 2 but less than 3	0%
3 or more	100%

BEA/Argonne Participants are one hundred percent (100%)vested in their Company Profit Sharing Contributions Account.

8.04 Vesting in Participant After-Tax Contributions, Rollover Contributions, Roth 401(k) Rollover Contributions, Participant 401(k) Deferrals and Participant Roth 401(k) Contributions. A Participant will always be one hundred percent (100%) vested in his or her Participant After-Tax Contributions Account, his or her Rollover Account, his or her Roth 401(k) Rollover Contributions Account, his or her Participant 401(k) Deferrals Account and his or her Participant Roth 401(k) Contributions Account.

8.05 Forfeitures.

(a) Any non-vested portion of a Participant's Company Matching Contributions Account or Company Profit Sharing Contributions Account will be forfeited as of the earlier of the date the Participant's Vested Interest is paid to him or her by reason of a Severance, as provided in Section 11.01, or the date the Participant incurs five (5) consecutive Breaks in Service. If a Participant's Vested Interest in his or her Company Matching Contributions Account or Company Profit Sharing Contributions Account is zero as of his or her Severance Date, such Participant will be deemed to have received payment of that Vested Interest as of his or her Severance Date.

(b) If a Participant who has received payment of his or her Vested Interest following a Severance is reemployed prior to the date on which he or she incurs five (5) consecutive Breaks in Service, in accordance with rules adopted or approved by the Plan Administration Committee, his or her Years of Service prior to his or her Severance and after his or her Severance will be taken into account for purposes in determining his or her Vested Interest in his or her Company Matching Contributions Account or Company Profit Sharing Contributions Account. The value of any non-vested portion in the Company Matching Contributions Account or the Company Profit Sharing Contributions Account, which was forfeited upon payment, or deemed payment, will be restored, and following such restoration, the Participant's Vested Interest in his or her Company Matching Contributions Account or Company Profit Sharing Contributions Account at any relevant time will be determined using the formula:

$X = P(AB + D) - D$, where

- X is the current value of the Participant's Vested Interest in the applicable account
- P is the Participant's current vested percentage of such account
- AB is the Participant's current account balance
- D is the amount of the prior distribution from the Participant's account

(c) In the event a Participant who has incurred a Severance is reemployed after the date on which he or she incurs five (5) consecutive Breaks in Service, his or her service prior to his or her Severance will be taken into account for purposes of determining his or her Vested Interest in his or her Company Matching Contributions Account and Company Profit Sharing Contributions Account after such Severance, but previously forfeited Company Matching Contributions and Company Profit Sharing Contributions will not be restored to his or her Company Matching Contributions Account and Company Profit Sharing Contributions Account.

ARTICLE 9 IN-SERVICE WITHDRAWALS

9.01 Non-Hardship Withdrawals of Participant After-Tax Contributions, Rollover Contributions, Roth 401(k) Rollover Contributions, Company Matching Contributions, 401(k) Deferrals, Roth 401(k) Contributions and Company Profit Sharing Contributions. This Section 9.01 applies to a withdrawal that is not a hardship withdrawal which is governed by Section 9.02. In accordance with rules and procedures established or approved by the Plan Administrator, a Participant may make non-hardship withdrawals from his or her Participant After-Tax Contributions Account, Rollover Contributions Account, Roth 401(k) Rollover Contributions Account, Company Matching Contributions Account, Participant 401(k) Deferrals Account, Roth 401(k) Contributions Account and Company Profit Sharing Contributions Account during a period of Covered Service or Contiguous Non-Covered Service by filing a request for withdrawal with the Recordkeeper, subject to the following rules of this Section 9.01.

(a) Regardless of the Participant's age, A Participant may withdraw all or any portion of his or her Participant After-Tax Contributions Account, Participant Rollover Account and Roth 401(k) Rollover Contributions Account, provided that the Participant must specify that a withdrawal is to be made from his Roth 401(k) Rollover Contribution Account or the withdrawal request will be processed without any amount being withdrawn from such account. A Participant who is one hundred percent (100%) vested in his or her Company Matching Contributions Account may withdraw all or any portion of his or her Company Matching Contributions Account, provided the Participant has participated in the Plan at least sixty (60) months at the time of the withdrawal.

(b) In addition to the above accounts, a Participant who has attained age fifty-nine and one-half (59-1/2) may also request a withdrawal from his Participant 401(k) Deferrals Account and effective October 1, 2010, from his vested Company Profit Sharing Contributions Account. A Participant who has attained age fifty-nine and one-half (59-1/2) may separately request a withdrawal from his Participant Roth 401(k) Contributions Account.

(c) A Participant who has not attained age fifty-nine and one-half (59½) may not withdraw any portion of his or her Participant 401(k) Deferrals Account or Participant Roth 401(k) Contributions Account unless they satisfy the conditions for a Hardship Withdrawal as described in Section 9.02. A Participant who has not attained age fifty-nine and one-half (59½) may not withdraw any portion of his or her Company Profit Sharing Contributions Account. Effective October 1, 2010, a Participant who has attained age fifty-nine and one-half (59½) may withdraw all or any portion of his or her vested Company Profit Sharing Contributions Account.

(d) Withdrawals will be made pro rata from the accounts from which the funds are being withdrawn.

(i) If a Participant made Participant After-Tax Contributions prior to 1987 and if less than the total balance of the Participant After-Tax Contributions Account is withdrawn, the withdrawal first will be deemed made from the portion of such Account consisting of pre-1987 Participant After-Tax Contributions.

(ii) If a Participant makes more than two withdrawals under this Section 9.01 during a Plan Year, the third withdrawal will be a distribution of the Participant's entire Vested Interest in the Plan (other than his or her Participant 401(k) Deferrals Account, Participant Roth 401(k) Contributions Account or Company Profit Sharing Contributions Account), made in accordance with all of the applicable provisions of the Plan. Effective for non-hardship withdrawals occurring on or after August 1, 2013 under this Section 9.01, a Participant who makes a third non-hardship withdrawal during a twelve (12) month measurement period shall not be required to take a distribution of all remaining amounts available for withdrawal. Prior to August 1, 2013, the measurement period shall be the Plan Year. Thereafter the measurement period shall be the calendar year, commencing with the 2013 calendar year.

(e) The required period of Plan participation in Section 9.01(a) concerning withdrawals of Company Matching Contributions shall not apply to periods prior to May 1, 2014. In accordance with the schedule below, the Company Matching Contributions on behalf of a Participant who makes a withdrawal under this Section 9.01 will be suspended for from three to six (6) months, based on the type of funds withdrawn, unless the Participant is at least age fifty-nine and one-half (59½) when he or she makes the withdrawal. A Participant may continue his or her Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions during the suspension period on an unmatched basis. Company Profit Sharing Contributions will not be suspended on account of a withdrawal pursuant to this Section 9.01.

Type of Funds Withdrawn	**Period of Suspension of Company Matching Contributions (If Withdrawal is Before Age 59½)**
Participant After-Tax Contributions	3 months
Company Matching Contributions, Participant 401(k) Deferrals, Participant Roth 401(k) Contributions, Participant Roth 401(k) Rollover Contributions or Participant Rollover Contributions	6 months

(f) The date on which a withdrawal distribution will be paid to a Participant pursuant to this Section 9.01 and the Valuation Date at which the Participant's Accounts are valued for purposes of a withdrawal will be determined in accordance with rules prescribed by the Plan Administration Committee.

9.02 Hardship Withdrawals of Participant 401(k) Deferrals and Participant Roth 401(k) Contributions. Hardship withdrawals made under this Section 9.02 on or after October 1, 2007 are intended to satisfy the hardship safe harbors under Treasury Regulation Sections 1.401(k)-1(d)(3)(iii)(B) and 1.401(k)-1(d)(3)(iv)(E).

(a) The restrictions in this Section 9.02 only apply to a Participant who has not yet reached age fifty-nine and one-half (59½). A Participant who has not yet reached age fifty-nine and one-half (59½) may withdraw part or all of his or her Participant 401(k) Deferrals and may separately request a withdrawal from his Participant Roth 401(k) Contributions if the Participant demonstrates the withdrawal is due to an immediate and heavy financial need (Subsection 9.02(b)) and is necessary to satisfy that financial need (Subsection 9.02(c)).

(b) Immediate and heavy financial need. A Participant will only be considered to have an immediate and heavy financial need if the withdrawal is for:

(i) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed seven and one-half percent (7.5%) of adjusted gross income);

(ii) Costs directly related to the purchase of a principal residence for the employee (excluding mortgage payments);

(iii) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the employee, or the employee's spouse, children, or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B));

(iv) Payments necessary to prevent the eviction of the employee from the employee's principal residence or foreclosure on the mortgage on that residence;

(v) Payments for burial or funeral expenses for the employee's deceased parent, spouse, children, and dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(d)(1)(B)); or

(vi) Expenses for the repair of damage to the employee's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds ten percent (10%) of adjusted gross income).

(c) Necessary to Satisfy the Immediate and Heavy Financial Need. A Participant does not need a hardship withdrawal to satisfy financial need to the extent the need may be relieved from other resources that are reasonably available to the employee, such as withdrawals from the Participant After-Tax Contributions Account, Rollover Account, Roth 401(k) Rollover Contributions Account and Company Matching Contributions Account pursuant to Section 9.01, and Participant Loans pursuant to Article 10. The Participant's resources are deemed to include those assets of the Participant's spouse and minor children that are reasonably available to the Participant. Thus, for example, a vacation home owned by the Participant and the Participant's spouse, whether as community property, joint tenants, tenants by the entirety, or tenants in common, generally will be deemed a resource of the Participant. However, property held for the Participant's child under an irrevocable trust or under the

Uniform Gifts to Minors Act (or comparable State law) is not treated as a resource of the Participant.

(d) A Participant is deemed not to have other resources available to satisfy the heavy financial need if the Participant has obtained all currently available distributions, other than hardship distributions, and all other nontaxable loans (at the time of the distribution) currently available from the Plan and "all other plans maintained by the Company." Additionally, the Participant is prohibited from making Participant 401(k) Deferrals (including catch-up contributions described in Subsection 4.03(b)), Participant Roth 401(k) Contributions (including catch-up contributions described in Subsection 4.04(g)), and Participant After-Tax Contributions to the Plan and "all other plans maintained by the Company" for at least six (6) months after taking the hardship withdrawal (and therefore, there could be no Participant contributions during that six (6) months that would qualify for Company Matching Contributions). Company Profit Sharing Contributions shall not be suspended on account of a hardship withdrawal pursuant to this Section 9.02. For purposes of this Subsection 9.02(d), "all other plans maintained and by the Company" means any plan that defers compensation, and any stock option, stock purchase or similar plan, but excludes any mandatory employee contributions to a defined benefit plan or a health or welfare plan.

(e) The amount required to satisfy the financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the hardship withdrawal.

(f) Hardship withdrawals to a Participant pursuant to this Section 9.02 may not exceed the lesser of:

(i) the amount credited to his or her Participant 401(k) Deferrals Account (which includes catch-up contributions described in Subsection 4.03(b)), and Participant Roth 401(k) Contributions Account valued as of the most recent Valuation Date; or

(ii) the amount of his or her Participant 401(k) Deferrals (which includes catch-up contributions described in Subsection 4.03(b)) under the Plan, and Participant Roth 401(k) Contributions Account (which includes catch-up contributions described in Subsection 4.04(g)) under the Plan, reduced by amounts previously withdrawn.

(g) The date on which a withdrawal distribution will be paid to a Participant pursuant to this Section 9.02 and the value of the Participant 401(k) Deferrals Account and Participant Roth 401(k) Contributions Account for purposes of the withdrawal will be determined in accordance with rules prescribed or approved by the Plan Administration Committee.

(h) A Participant may not make more than two (2) withdrawals for hardship in any Plan Year. Effective for hardship withdrawals occurring on or after August 1, 2013 under this Section 9.02, the limit on hardship withdrawals shall be measured on a calendar year basis (beginning with the 2013 calendar year) rather than the Plan Year, and the maximum number of hardship withdrawals permitted in the calendar year shall be increased from two (2) to three (3) hardship withdrawals.

9.03 Qualified Military Service Withdrawal. Pursuant to procedures established by the Plan Administrator, a Participant may make withdrawals from his or her Participant 401(k) Deferrals Account and Participant Roth 401(k) Contributions Account during any period the Participant is performing service in the uniformed services described in Code Section 3401(h)(2)(A). If a Participant elects to make a withdrawal under this Section 9.03, he or she may not make any Participant 401(k) Deferrals, After-Tax Contributions or Roth 401(k) Contributions to the Plan during the six (6) month period beginning on the date of the withdrawal.

ARTICLE 10 LOANS TO PARTICIPANTS

10.01 Eligibility for a Loan. During a period of Covered Service, a Participant may borrow from his or her Participant After-Tax Contributions Account, Participant 401(k) Deferrals Account, Participant Roth 401(k) Contributions Account, Rollover Account and Participant Roth 401(k) Rollover Contributions Account subject to rules and procedures set forth in a loan policy approved by the Plan Administration Committee and the following provisions of this Section 10.01.

10.02 Loan Requirements. In addition to such other requirements as may be imposed by applicable law, any such loan will bear a reasonable rate of interest, will be adequately secured by proper collateral, and will be repaid within a specified period of time according to a written repayment schedule, as provided below.

(a) Any loan will by its terms will require repayment within five (5) years, except that the repayment period may be up to a maximum of fifteen (15) years in the case of a loan to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence of the Participant.

(b) Any loan will by its terms require repayment in substantially level payments made at least quarterly over the repayment period.

10.03 Limitations on Participant Loans. In no event will the principal amount of a loan made under the Plan exceed the lesser of:

(a) Fifty percent (50%) of the Participant's Vested Interest in his or her Accounts under the Plan as of the date of the loan; or

(b) Fifty thousand dollars ($50,000) reduced by the excess of the Participant's highest loan balance during the preceding twelve (12) month period.

ARTICLE 11 PAYMENT OF BENEFITS

11.01 Payment of Benefits Upon Severance. Payment of a Participant's Vested Interest will be made or commence in accordance with this Section 11.01. In no event will payment be made or commence prior to the Participant's termination of employment due to death, disability or, effective October 1, 2001, severance from employment except as provided for in-service withdrawals in Article 9. Payment also may be made if the Plan is terminated, provided the Participant receives his or her Vested Interest in the form of a lump sum distribution and there is no successor plan.

(a) If a Participant incurs a Severance for any reason other than death, distribution will be made or commence on a Benefit Commencement Date that is as soon as administratively feasible following the Valuation Date coinciding with or next following the later of (i) the Participant's Severance Date, or (ii) the receipt by the Plan Administration Committee of the properly completed application of the Participant, and any other required documentation to request distribution, including the consent of the Participant to the distribution in accordance with Subsection 11.01(c) below.

(b) If such Participant incurs a Severance prior to Normal Retirement Age, the Participant will be deemed to have made an election to defer distribution until the earlier of such time as the Participant provides written consent to a distribution consistent with the requirements described in Subsection 11.01(c), or attains Normal Retirement Age.

(c) Any consent by a Participant to receive distribution of the Participant's Vested Interest prior to Normal Retirement Age will not be valid unless such consent satisfies the requirements of (i) and (ii):

(i) The Participant receives a notice, advising him or her of (A) his or her right to defer distribution to Normal Retirement Age, (B) the eligibility requirements for, the material features of, and the relative values of, the optional forms of benefits available under the Plan, and (C) his or her right to authorize a rollover of his or her Vested Interest. The notice will be given no less than thirty (30) nor more than one hundred eighty (180) days (ninety (90) days prior to October 1, 2007) prior to the Participant's Benefit Commencement Date, or as otherwise required under Code Section 411(a)(11). Notice may be provided under any method approved under Treasury Regulation Section 1.411(a)-11.

(ii) The Participant's consent is provided no less than thirty (30) nor more than one hundred eighty (180) days (ninety (90) days prior to October 1, 2007) prior to the Participant's Benefit Commencement Date, or as otherwise required under Code Section 411(a)(11). A Participant who has received the notice and, if required, a summary thereof, may make an affirmative election to receive payment prior to the expiration of the thirty (30) day period provided, (A) the Plan Administration Committee or its delegate informs the Participant that he or she has a right to a period of at least thirty (30) days after receiving the notice to consider the decision as to whether to elect a distribution and, if applicable, a particular distribution option, and (B) the Participant, after receiving the notice, affirmatively elects a distribution.

(d) If a Participant does not have a one hundred percent (100%) Vested Interest in his or her Company Matching Contributions Account or Company Profit Sharing Contributions Account as of his or her Severance Date, the portion of such Participant's Account which is not vested as of such date will be held in such Account, subject to forfeiture in accordance with Section 8.05.

11.02 Required Commencement of Benefits.

(a) Subject to the following rules of this Section 11.02, unless the Participant elects otherwise, payment of the Participant's Vested Interest under the Plan will be made or commence no later than the Participant's "Latest Payment Date," which is the sixtieth (60th) day after the close of the Plan Year in which the later of the following events occurs:

(i) The Participant's Normal Retirement Age; or

(ii) The Participant's Severance Date.

(b) For purposes of the requirements of Code Section 401(a)(9), the Vested Interest of each Participant who is not a five percent (5%) owner will be distributed, or commence to be distributed, not later than the later of (i) the December 31 of the calendar year in which the Participant attains age seventy and one-half (70½) or (ii) the April 1 of the calendar year following the calendar year the Participant incurs a Severance; provided, however, a Participant who is not a five percent (5%) owner and who attains age seventy and one-half (70½) prior to his or her Severance Date may elect to have payments commence in installments prior to Severance, as provided in Subsection 11.05(d).

(c) The Vested Interest of a Participant who is a five percent (5%) owner will be distributed, or commence to be distributed, not later than the December 31 of the calendar year in which the Participant attains age seventy and one-half (70½) without regard to whether the Participant has incurred a Severance.

11.03 Payment of Death Benefits. If a Participant dies, payment of his or her Vested Interest will be made in a lump sum to his or her designated Beneficiary as soon as administratively feasible following the receipt by the Plan Administration Committee of the Beneficiary's properly completed application for payment and such other documentation as the Plan Administration Committee will require in order to process the distribution, and in any case within five (5) years of the Participant's death.

11.04 Payment to Alternate Payee under QDRO. A distribution to an alternate payee authorized by a "qualified domestic relations order" as described in Section 18.02, will be made in a lump sum or installments as elected by the alternate payee. In addition, an alternate payee may make up to two (2) withdrawals per year from his or her Account, to the extent vested, during each Plan Year prior to the total distribution of his or her vested account balance. Effective for withdrawals occurring on or after August 1, 2013 under this Section 11.04, the limit on withdrawals by an alternate payee shall be measured on a calendar year basis (beginning with the 2013 calendar year) rather than the Plan Year, and the maximum number of

withdrawals permitted in the calendar year shall be increased from two (2) to three (3) withdrawals. To the extent provided under the terms of a "qualified domestic relations order," payment of the Participant's Vested Interest will be made or commence to an alternate payee on a date elected by such alternate payee, regardless of whether the Participant has incurred a Severance, provided the date is administratively feasible and after the date the Plan Administration Committee has received and approved all required documentation. If the alternate payee elects to receive his or her benefits in a lump sum prior to the time a Participant is fully vested in his or her Accounts, any nonvested portion allocated to the alternate payee will be forfeited by the alternate payee and reallocated to the Participant's Accounts.

11.05 Form of Payment of Vested Interest Following Severance. Except as otherwise provided in this Section 11.05, payment of the Participant's Vested Interest following a Severance will be made to the Participant in a lump sum or in installments, as elected by the Participant, in accordance with the following procedures:

(a) A Participant may elect to have his or her Vested Interest under the Plan paid in monthly, quarterly, semi-annual or annual installments. To the extent permissible under Code Section 401(a)(9), the Participant may elect to have such installments paid in a fixed dollar amount, in the amount of the minimum required distributions determined under Code Section 401(a)(9), or in substantially equal installments over a fixed period of years not to exceed the life expectancy of the Participant or the joint life expectancy of the Participant and his or her designated Beneficiary. If the Participant dies prior to the expiration of the installment period, the Participant's remaining Vested Interest will be paid to the Participant's designated Beneficiary in a lump sum as soon as administratively possible after the Participant's death.

(b) A Participant who is receiving installment payments of his or her Vested Interest following Severance may elect, at any time prior to total distribution of such Vested Interest, and subject to the requirements of Code Section 401(a)(9):

(i) To have his or her remaining Vested Interest paid in a lump sum;

(ii) To revoke a prior installment election and to elect another installment option; or

(iii) Suspend installment payments.

(c) During each Plan Year prior to total distribution of his or her Vested Interest, a Participant who is eligible to elect installment distributions under Subsection 11.05(a) above may elect up to two (2) withdrawals from his or her Accounts, each in a specified dollar amount. Such withdrawals will be in addition to any installment distributions the Participant has elected to receive. Effective for withdrawals occurring on or after August 1, 2013 under this Section 11.05(c), the limit on withdrawals by a terminated vested Participant shall be measured on a calendar year basis (beginning with the 2013 calendar year) rather than the Plan Year, and the maximum number of withdrawals permitted in the calendar year shall be increased from two (2) to three (3) withdrawals.

(d) Distribution to a Participant who has an outstanding Plan loan balance on his severance from employment may not be made or begin unless the Participant's loan balance is paid in full before the distribution or the loan is distributed concurrent with, and as part of, his benefit payment election. The preceding shall be subject to such rules as are set forth in the Plan's Statement of Loan Policy and Procedures.

11.06 Minimum Distribution Requirements under Code Section 401(a)(9).

(a) Notwithstanding any provision in this Plan to the contrary, all distributions under this Plan will be made in accordance with the minimum distribution requirements and minimum distribution incidental benefit requirements under Code Section 401(a)(9) and the regulations issued thereunder, which provisions will override any distribution options under this Plan that may be inconsistent with Code Section 401(a)(9).

(b) No installment method of payment will be permitted which would require payments to extend beyond the life expectancy of the Participant (or for a period extending beyond the life expectancy of the Participant); or the life expectancy of the Participant and a designated Beneficiary (or for a period extending beyond the joint life expectancy of the Participant and the designated Beneficiary). For purposes of this Subsection, life expectancies may be computed by reference to the Uniform Lifetime Table and Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9.

(c) If the Participant dies before or after his or her Benefit Commencement Date and before his or her entire Vested Interest is distributed, the method of distributing the remaining portion of his or her Vested Interest will be a lump sum only, and will be distributed within five (5) years of the Participant's death consistent with Section 11.03.

(d) Notwithstanding any other provision of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least ten (10) years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions in accordance with procedures established by the Plan Administrator. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding any other provision of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, any distributions in 2009 that equal the 2009 RMDs or Extended 2009 RMDs will be treated as eligible rollover distributions.

11.07 Payees Under a Legal Disability.

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

(b) Any such payment will be a payment for the account of such payee and will, to the extent thereof, be a complete discharge of any liability under the Plan to such payee.

11.08 Designation of Beneficiary.

(a) Subject to the provisions of Subsections 11.08(d), (e), (f), (g) and (h) below, each Participant will have the right to designate a Beneficiary or Beneficiaries to receive his or her interest in the Trust Fund in the event of his or her death before receipt of his or her entire interest in the Trust Fund. Such designation will be delivered to the Plan Administration Committee or its delegate on the form prescribed by the Plan Administration Committee.

(b) Subject to the provisions of Subsections 11.08(d), (e), (f), (g) and (h) below, a Participant will have the right to change or revoke any such designation by filing a new designation or notice of revocation with the Plan Administration Committee or its delegate. Subject to the provisions of Subsection 11.08(d) below concerning the consent of a Participant's Spouse, no notice to any Beneficiary nor consent by any Beneficiary will be required to effect any such change or revocation.

(c) Effective as of October 1, 2010, if a deceased Participant failed to validly designate a Beneficiary prior to the Participant's death, or if the Plan Administration Committee or its delegate is unable to locate a designated Beneficiary after reasonable efforts have been made, or if for any reason such designation will be legally ineffective, or if such Beneficiary has pre-deceased the Participant, any distribution required to be made under the provisions of this Plan will be made after the Participant's death to the Participant's surviving Spouse and if there is no surviving Spouse, to the Participant's estate.

The determination by the Plan Administration Committee or its delegate as to which persons, if any, qualify within the foregoing categories will be final, conclusive and binding upon all persons.

(d) If a married Participant dies, his or her benefit under the Plan will be paid to his or her Spouse, provided that if a married Participant has designated a person or entity other than the Spouse as a Beneficiary, payment to a Beneficiary other than the Spouse will be made only if:

(i) Prior to the Participant's death, the Spouse of the Participant consented in writing to the designation of another specific individual(s) as the distributee(s) and

the consent acknowledges the effect of the designation and is witnessed by a Plan Representative or a notary public, or

(ii) It is established to the satisfaction of a Plan Representative that the consent required under Subsection 11.08(d)(i) above may not be obtained because the Spouse cannot be located or such other circumstances as may be permitted in regulations under Code Section 417.

For purposes of this Subsection 11.08(d), "Plan Representative" means the person or persons designated by the Plan Administration Committee to perform the duties specified herein.

(e) Effective as of October 1, 2010, unless a Participant has designated otherwise on the Plan's Beneficiary designation form, any designation of a Beneficiary identified as the Participant's Spouse shall be deemed revoked by the divorce of the Participant and such Beneficiary. Such revocation shall be effective upon receipt of acceptable documentary evidence of the divorce, delivered to the Plan's Recordkeeper and/or a Plan Sponsor at any time prior to the final transfer and/or payment of the Participant's Accounts. The Plan Administrator and its agents shall not be liable for any payment or transfer made to a Beneficiary in the absence of such documentation. Notwithstanding anything to the contrary in this Section, any domestic relations order submitted to and qualified by the Plan Administrator at any time prior to the final transfer and/or payment of the Participant's Account shall be deemed to constitute such acceptable documentary evidence of divorce.

(f) Effective as of October 1, 2010, to be entitled to receive any undistributed amounts credited to the Accounts at the Participant's death, any person or persons designated as a Beneficiary must be alive and any entity designated as a Beneficiary must be in existence at the time of the Participant's death. In the event that the order of the deaths of the Participant and any primary Beneficiary cannot be determined or have occurred within one hundred twenty (120) hours of each other, the Participant shall be deemed to have survived.

(g) Effective as of October 1, 2010, in the event that the death of the Participant or any Beneficiary is the result of a criminal act involving any other Beneficiary, a person convicted of such criminal act shall not be entitled to receive any undistributed amounts credited to the Accounts.

(h) Effective as of October 1, 2010, as long as a Beneficiary remains a minor, any inherited Accounts opened for such Beneficiary shall be controlled by such person(s) demonstrated to the Plan Administrator's satisfaction to be authorized to act on behalf of the minor. The minor's representative shall be the parent of such minor or, if there is no living parent, the minor's representative may be the court-appointed guardian or conservator or a person named to serve as the minor's representative in the Participant's last will and testament admitted to probate or other person deemed by the Plan Administrator to be authorized to act for the minor. A minor is a person who has not yet reached the age of majority for the ownership of investments under the law of the state of the minor's domicile. A former minor

may request that the inherited Accounts be transferred to him or her at any time after attaining the age of majority.

11.09 Benefits Upon Reemployment. The payment of a Participant's benefit under this Plan will not be suspended by virtue of the Participant's reemployment by a Company following his or her Benefit Commencement Date. Eligibility of the Participant to recommence participation upon his or her Reemployment Commencement Date will be determined under the rules of Article 3.

11.10 Limitation on Company, Plan Administration Committee, Plan Investment Committee and Trustee Liability. Any benefits payable under this Plan will be paid or provided for solely from the Trust Fund and neither any Company, the Plan Administration Committee nor the Trustee or the Plan Investment Committee assume any responsibility for the sufficiency of the assets of the Trust to provide the benefits payable hereunder.

11.11 Election for Direct Rollover of Vested Interest to Eligible Retirement Plan.

(a) A "distributee" (as defined below) whose benefit becomes payable in an "eligible rollover distribution" (as defined below) will be entitled to make an election for a "direct rollover" (as defined below) of all or a portion of such benefit to an "eligible retirement plan" (as defined below). For purposes of this Article 11, a distributee who makes a direct rollover election in accordance with this Section 11.11 will be deemed to have received payment of his or her benefit as of the date payment is made from the Plan.

(b) For purposes of this Section,

(i) An "eligible rollover distribution" means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(1) 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;

(2) any distribution to the extent that distribution is required under Code Section 401(a)(9);

(3) any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV) and effective for distributions made on or after January 1, 2002, no part of any hardship distribution; and

(4) 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, that effective for distributions made on or after January 1, 2002, a portion of a distribution will not fail to be an eligible rollover

distribution merely because the portion consists of after-tax employee contributions not includible in gross income.

(ii) An "eligible retirement plan" means.

(1) Generally, 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 and, effective for distributions made on or after January 1, 2002, also includes 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 as of January 1, 2008, a Roth IRA as described in Code Section 408A shall be an eligible retirement plan in the case of a distribution to a Participant, his or her 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 whether 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. If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth Account (as defined in Code Section 402A), an eligible retirement plan with respect to such portion shall include another designated Roth account and Roth IRA.

If an eligible rollover distribution includes after-tax employee contributions, an eligible retirement plan is limited to an individual retirement account or annuity described in Code Sections 408(a) or (b) or a qualified defined contribution plan described in Code Sections 401(a) or 403(a), and effective for distributions made on or after January 1, 2007, a qualified defined benefit plan and 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.

(2) As to an eligible rollover distribution to a distributee who is a surviving spouse, or a 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 described in paragraph (1) above also applies except for distributions made prior to January 1, 2002, an eligible retirement plan is limited to an individual retirement account or annuity described in Code Sections 408(a) or (b).

(3) As to an eligible rollover distribution to a distributee who is a non-spouse designated Beneficiary, definition of eligible retirement plan first applies with respect to distributions made on or after January 1, 2007 and is limited to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution on behalf of such designated Beneficiary.

(iii) a "distributee" includes (i) the Participant, (ii) the Participant's surviving spouse, or spouse or former spouse who is the alternate payee under a qualified

domestic relations order within the meaning of Code Section 414(p) to any plan described in Code Section 402(c)(8)(B), and (iii) effective for distributions made on or after January 1, 2007, the Participant's non-spouse designated Beneficiary.

(iv) a "direct rollover" means the payment by the Plan to an eligible retirement plan specified by the distributee.

(c) A distributee's direct rollover election under this Section will 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 is deemed necessary or appropriate in order to implement the distributee's election. It will be the distributee's responsibility to confirm that the eligible retirement plan designated in the direct rollover election will accept the eligible rollover distribution.

At least thirty (30) days, but not more than one hundred eighty (180) days (ninety (90) days prior to October 1, 2007), prior to the date a distributee's benefit becomes payable, or as otherwise required under Code Section 402(f), the distributee will be given notice (the "402(f) Notice") of any right he or she may have to elect a direct rollover to an eligible retirement plan (or will be given a summary of the 402(f) Notice if the 402(f) Notice is given prior to the start of the one hundred eighty (180) -day (ninety (90) -day prior to October 1, 2007) notice period). A distributee who has received the 402(f) Notice and, if required, the summary thereof, may waive the thirty (30) -day notice requirement by making an affirmative election to make or not to make a direct rollover of all or a portion of his or her benefit. The 402(f) Notice may be provided under any method approved under Treasury Regulation Section 1.411(a)-11.

11.12 Additional Requirements for Distribution.

(a) The Plan Administration Committee or Trustee, or both, may require the execution and delivery of such documents, papers and receipts as the Plan Administration 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 11.

(b) Notwithstanding any other provision in this Article 11 regarding the time within which a Participant's Vested Interest will be paid if, in the opinion of the Plan Administration 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 12 OPERATION AND ADMINISTRATION OF THE PLAN

12.01 Plan Administration.

(a) The authority to control and manage the operation and administration of the Plan, excepting the Plan asset investment and management authority which is vested in the Plan Investment Committee, will be vested in the Plan Administration Committee.

Notwithstanding the foregoing, a trustee with whom Plan assets have been placed in trust or an Investment Manager appointed pursuant to Subsection 12.05(b), may be granted exclusive authority and discretion to manage and control all or any portion of the assets of the Plan.

(b) The Plan Administration 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 Plan Administration Committee shall be selected by the governing Board of each Plan Sponsor or its authorized delegate. Appointment to the Plan Administration Committee will be for a term determined by the appointing entity. The number of members on the Plan Administration Committee may be increased or decreased as decided by the Plan Administration Committee and appointed pursuant to procedures established by the applicable Plan Sponsor. Effective as of October 1, 2011, the one (1) member of the Plan Administration Committee appointed by BBWI shall be removed from the Plan Administration Committee, and ITG, through its governing body or other authorized delegate, shall appoint one (1) member to the Plan Administration Committee.

(c) For the purposes of ERISA Section 402(a), the Plan Administration Committee will be the Named Fiduciary of this Plan.

(d) The officers of the Plan Administration Committee will include a Chair and a Secretary. The Secretary need not be a Plan Administration Committee member. The presiding officer of BEA will appoint the Chair of the Plan Administration Committee. The Chair shall appoint the Secretary of the Committee. The Chair shall have general control and management of Plan Administration Committee meetings, agendas, business, and policies, as identified in the Plan Administration Committee's Operating Policies. The Secretary of the Plan Administration Committee shall cause to be attached to the copy of the Plan document and Trust Agreement maintained in the office of the Plan Administration Committee for the purpose of inspection by Participants an accurate schedule listing the names of all persons from time to time serving as the Plan Administration Committee members, shall perform any and all duties as are incident to the office and shall have such powers as the Plan Administration Committee or Plan Sponsors shall prescribe, including those set forth in the Plan Administration Committee's Charter and Operating Policies.

12.02 Plan Administration Committee Powers. The Plan Administration Committee will 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 Plan Administration Committee elsewhere in the Plan or by law, the Plan Administration Committee will have, by way of illustration and not by way of limitation, the following powers and authority and discretion:

(a) To allocate fiduciary responsibilities (other than Trustee Responsibilities and those fiduciary responsibilities that rest with the Plan Investment Committee) among the Plan Administration Committee members and to designate one or more other persons to carry out fiduciary responsibilities (other than Trustee Responsibilities and those fiduciary responsibilities that rest with the Plan Investment Committee). However, no allocation or delegation under this Subsection 12.02(a) will be effective until the person or persons to whom

such responsibilities have been allocated or delegated agree to assume such responsibilities. The term "Trustee Responsibilities" will have the meaning set forth in ERISA Section 405(c).

(b) To designate agents to carry out responsibilities relating to the Plan, other than fiduciary responsibilities.

(c) 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 fiduciary may have under the Plan.

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

(e) 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 or her Beneficiary may be entitled by reason of his or her service prior to or after the Effective Date hereof.

(f) To determine the manner in which the assets of this Plan, or any part thereof, will be disbursed.

(g) 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.

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

12.03 Recordkeeper. The Plan Administration Committee, by action reflected in the minutes thereof, may appoint a Recordkeeper to perform certain administrative functions under the Plan and may enter into an agreement with such Recordkeeper to perform such administrative functions. A Recordkeeper may be removed at any time by action of the Plan Administration Committee. A Recordkeeper will discharge its duties in accordance with applicable law and in particular in accordance with ERISA Section 404. Until removed by the Plan Administration Committee, a Recordkeeper will have authority and responsibility for such administrative functions as may be delegated to it under the terms of the agreement between the Plan Administration Committee and such Recordkeeper, and neither the Plan Sponsors, any

Company nor the Plan Administration Committee will thereafter have any responsibility for such administrative functions, except as otherwise provided by law.

12.04 Plan Investment Committee. The Plan Investment Committee shall serve as a Named Fiduciary having the authority and responsibility set forth in this Section 12.05.

The Plan Investment Committee shall consist of seven (7) members, three (3) of which shall be appointed by BEA, three (3) by CWI, and one (1) by BBWI. Members of the Plan Investment Committee shall be selected by the governing Board of each Plan Sponsor or its authorized delegate. Appointment to the Plan Investment Committee will be for a term determined by the appointing entity. The number of members on the Plan Investment Committee may be increased or decreased as decided by the Plan Investment Committee and appointed pursuant to procedures established by the applicable governing Board. 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 Plan Investment Committee officers shall include a Chair and a Secretary. The Chair shall be appointed by the presiding officer of BEA. The Chair shall appoint a Secretary who need not be a Committee member. The Chair shall have general control and management of Plan Investment Committee meetings, agendas, business, and policies, as identified in the Plan Investment Committee's Operating Policies. The Secretary shall keep the official records of the Plan Investment Committee and shall perform any and all duties as are incident to the office and shall have such powers as the Plan Investment Committee or Plan Sponsors shall prescribe, including those set forth in the Plan Investment Committee's Charter and Operating Policies.

The Chair, or his member delegate, shall be authorized to execute any document or documents on behalf of the Plan Investment Committee.

The Plan Investment Committee's authority and responsibilities with respect to the Plan shall consist of the following:

(a) Control and Manage Plan Assets. To control and manage the Plan's assets including selection of investment options and the qualified default investment alternatives offered under the Plan.

(b) Monitor and Report. To monitor and make periodic reports to the governing Board of each Plan Sponsor or its authorized delegate, with respect to the performance of the various Investment Funds.

(c) 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. An Investment Manager will discharge its duties in accordance with applicable law and in particular in accordance with

ERISA Section 404(a)(1). Until removed by the Plan Investment Committee, an Investment Manager will 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 Sponsors, any Company nor the Plan Administration Committee or the Plan Investment Committee will have any responsibility for the management of such assets, except as otherwise provided by law.

(d) 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.

12.05 Compensation of Committees and Plan Expenses.

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

(b) All members will be reimbursed for any necessary expenditures incurred in the discharge of their duties as members of the applicable 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 Committees, including any Employees of a Company, who perform administrative duties for the Plan, will be fixed by the Committee employing or retaining such entity or person(s), subject to approval by the Board of Managers, or if there is no Board of Managers, the presiding officer of the applicable Plan Sponsor, or its delegate.

(c) The expenses incurred in the administration and operation of the Plan, including but not limited to the expenses incurred by the members of the Committees in exercising their duties, will be borne by the Plan, to the extent they are not paid by the Companies and are reasonable or necessary for the operation of the Plan, and otherwise lawfully may be borne by the Plan.

12.06 Reliance Upon Documents and Opinions.

(a) The members of the Committees, the Board of Managers, or if there is no Board of Managers, the presiding officer of the applicable Plan Sponsor or its properly authorized delegate, the Plan Sponsors, the Companies and any person delegated the authority to carry out any fiduciary responsibilities under the Plan ("Delegated Fiduciary"), will 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 or Recordkeeper, except as otherwise provided by law.

(b) The members of the Committees, the Board of Managers, or if there is no Board of Managers, the presiding officer of the applicable Plan Sponsor or its properly authorized delegate, the Plan Sponsors, the Companies and any Delegated Fiduciary will be fully protected and will 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, Recordkeeper, or counsel, except as otherwise provided by law.

(c) Any and all such things done or such actions taken or suffered by the Committees, the Board of Managers, or if there is no Board of Managers, the presiding officer of the applicable Plan Sponsor or its properly authorized delegate, the Plan Sponsors, the Companies and any Delegated Fiduciary will be conclusive and binding on all Employees, Participants, Beneficiaries, and any other persons whomsoever, except as otherwise provided by law.

(d) The Committees, the Plan Sponsors and any Delegated Fiduciary may rely upon all records of the Companies 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.

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

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

12.09 Indemnification. To the extent permitted by law, the Companies will indemnify each member of the Plan Administration Committee and Plan Investment Committee, and any other Employee of each Company with duties under the Plan, against expenses (including any amount paid in settlement) reasonably incurred by him or her in connection with any claims against him or her by reason of his or her conduct in the performance of his or her duties under the Plan, except in relation to matters as to which he or she acted fraudulently or in bad faith in the performance of those duties. The preceding right of indemnification will be in addition to any other right to which any such Plan Administration Committee and Plan Investment Committee member or other person may be entitled as a matter of law or otherwise and this right of indemnification will pass to the estate of the Plan Administration Committee or Plan Investment Committee member or Employee.

ARTICLE 13 PLAN AMENDMENTS

13.01 Amendments.

(a) 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:

(i) 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 the Participants and their Beneficiaries, and defraying reasonable expenses of administering the Plan, except to the extent permitted by law;

(ii) To have any retroactive effect so as to deprive any Participant or Beneficiary of any benefit to which he or she would be entitled under this Plan if his or her employment were terminated immediately before such amendment, except to the extent permitted by law;

(iii) To increase the responsibilities or liabilities of a Trustee or an Investment Manager without written consent of the Trustee or Investment Manager, as applicable.

(b) 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 or her Vested Interest computed under the Plan without regard to such amendment. The period during which the election may be made will commence with the date the amendment is adopted and will end on the latest of: (i) sixty (60) days after the amendment is adopted; (ii) sixty (60) days after the amendment is effective; or (iii) sixty (60) days after the Participant is issued written notice of the amendment.

13.02 Retroactive Amendments. 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 Administration Committee, or unless any such amendment will by its express terms become effective at another date. Further, unless and to the extent

expressly stated to the contrary in the terms of any amendment, such amendment will 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.

ARTICLE 14 MERGER OF COMPANY, MERGER OF PLAN

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

14.02 Merger Restriction. Notwithstanding any other provision in this Article, this Plan will not merge or consolidate with, or transfer its assets or liabilities to any other plan in whole or in part 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 or she would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

ARTICLE 15 PLAN TERMINATION AND DISCONTINUANCE OF CONTRIBUTIONS

15.01 Plan Termination.

(a) Subject to the following provisions of this Section 15.01, the Companies may terminate the Plan and the Trust Agreement at any time by an instrument in writing executed in the name of each Company by an officer or officers duly authorized to execute such an instrument, and delivered to the Trustee. 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, will automatically become fully vested.

(b) A Company may terminate the Plan with respect to its own Employees at any time by an instrument in writing executed in the name of the Company by an officer or officers duly authorized to execute such instrument, and delivered to the Trustee. 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, will automatically become fully vested.

15.02 Discontinuance of Company Matching Contributions and Company Profit Sharing Contributions.

(a) 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 Matching Contributions under the Plan and/or Company Profit Sharing Contributions, each Company by resolution of its Board of Managers, or if there is no Board of Managers, the presiding officer of the applicable Plan Sponsor or its properly authorized delegate, may discontinue its contributions to the Plan. Upon and after the effective date of such discontinuance, that Company will not make any further Company Matching Contributions and/or Company Profit Sharing Contributions under the Plan and no Company Matching Contributions and/or Company Profit Sharing Contributions need be made by that Company with respect to the Plan Year in which such discontinuance occurs, except as otherwise required by law.

(b) The discontinuance of Company Matching Contributions and/or Company Profit Sharing Contributions on the part of one or all of the Companies will 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 will continue to administer the Trust Fund in accordance with the provisions of the Plan until all of the obligations under the Plan will have been discharged and satisfied. However, if such discontinuance of Company Matching Contributions and/or Company Profit Sharing Contributions will cause the Plan to lose its status as a qualified retirement plan under Code Section 401(a), the Plan will be terminated in accordance with the provisions of this Article 15.

(c) On and after the effective date of a discontinuance of Company Matching Contributions and/or Company Profit Sharing Contributions, the rights of all affected Participants to benefits accrued to that date, to the extent funded as of that date, will automatically become fully vested.

15.03 Rights of Participants. If the Plan terminates, for any cause whatsoever, all assets of the Plan, after payment of expenses, will be used for the exclusive benefit of Participants and their Beneficiaries and no part thereof will be returned to the Companies prior to satisfaction of all liabilities with respect to such Participants and their Beneficiaries, except as otherwise provided in Section 5.06.

15.04 Distributions Upon Termination. Upon complete termination of this Plan, distributions will be made to each Participant (or to a Beneficiary or alternate payee, as applicable) of the amount credited to the Participant's Accounts as of the date of the distributions in accordance with Article 11, without regard to the requirements for Participant consent to a distribution under Article 11. Notwithstanding the prior sentence, distributions to Participants upon Plan termination in accordance with this Section 15.04 will only be made if another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)) is not established or maintained by the relevant Company or its Affiliated Companies. If benefits are not distributable upon the termination of the Plan by reason of the establishment or maintenance of another defined contribution plan by a Company or one of its Affiliated Companies, the Plan Administration Committee will direct the Trustee to transfer such benefits to such other defined contribution plan in accordance with regulations prescribed by the Secretary of the Treasury.

15.05 Partial Termination. If a Plan is partially terminated within the meaning of Code Section 411(d)(3), all benefits of Participants affected by such partial termination, to the extent they are funded on the date of the partial termination, will be fully vested as of that date. The portion of the assets of the Plan that are affected by a partial termination will be used exclusively for the benefit of the affected Participants and their Beneficiaries, and no part thereof will otherwise be applied prior to the satisfaction of all liabilities with respect to the affected Participants and their Beneficiaries, except to the extent otherwise permitted by law. With respect to Plan assets and Participants affected by a partial termination, the Plan Administration Committee and the Trustee will follow the same procedures and take the same actions prescribed in this Article 15 as in the case of a total termination of the Plan.

15.06 Replacement Contractor. Notwithstanding the preceding provisions of this Article 15, the following limitations will apply with respect to the vesting of Participants in their Company Matching Contributions Accounts and Company Profit Sharing Contributions Accounts in the event that a Company is replaced by another contractor ("Replacement Contractor") to perform part or all of the work provided in their contracts with the Department of Energy:

(a) If the Replacement Contractor adopts and maintains the Plan, the replacement of the Company by the Replacement Contractor will not be considered a termination of the Plan with respect to Participants employed by the Replacement Contractor, and the rights of such Participants under the Plan will be determined in the same manner as if the Company had not been replaced by the Replacement Contractor.

(b) If 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 14.02, the transfer of assets and liabilities will not be automatically deemed to be a termination of the Plan.

ARTICLE 16 APPLICATION FOR BENEFITS

16.01 Application for Benefits. Any person claiming benefits under the Plan ("Claimant") shall file a written or electronic application therefor to the Benefits Office or Recordkeeper, together with such other documents and information as the Plan Administrator may require. The Plan Administrator, in its discretion, may permit application to be made by another person acting on behalf of a Claimant suffering from a disability that prevents such Claimant from making personal application for benefits.

16.02 Action on Application.

(a) Except as otherwise stated in Subsection 16.02(c) below, the Plan Administrator or Recordkeeper, as applicable, 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 Plan Administrator 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.

(b) 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).

(c) 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 16.02 and Section 16.03 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 16.02 and Section 16.03 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.

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 16.03 below, and shall exhaust such administrative procedures prior to seeking any other form of relief.

16.03 Appeals.

(a) In order to appeal the decision rendered by the Recordkeeper, the Plan Administrator 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 16.03.

(b) Except as provided in Section 16.03(e), the appeal must be made to the Plan Administrator, 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.

(c) The decision of the Plan Administrator shall be made promptly, and not later than sixty (60) days after the Plan Administrator'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.

(d) 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).

(e) 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.

(f) The Plan Administrator's or Reviewing Disability Claim Administrator's decision on appeal shall be final and binding on all parties. No Claimant shall have more than twelve (12) months following the date a final decision on appeal is made under this Section 16.03 to file a lawsuit challenging such decision.

ARTICLE 17 LIMITATION ON CONTRIBUTIONS

17.01 General Rule.

(a) Notwithstanding anything to the contrary contained in this Plan, the total "Annual Additions" under this Plan to a Participant's Accounts for any Limitation Year will not exceed the lesser of:

(i) The Defined Contribution Dollar Limitation as defined below; or

(ii) Effective for Limitation Years beginning on or after January 1, 2002, one hundred percent (100%) of the Participant's compensation from a Company and any

Affiliated Company (as defined in Section 17.08 specifically for the purpose of applying the Annual Addition limitation under this Article) for the Limitation Year.

(b) For purposes of this Section 17.01, Defined Contribution Dollar Limitation means, effective for Limitation Years beginning on or after January 1, 2013, fifty one thousand dollars ($51,000), as that amount may be adjusted for cost of living increases in accordance with Code Section 415(d).

(c) In the event of the change in the Limitation Year, the limitations of this Section 17.01 will be separately applied to the short Limitation Year that begins on the first day of the current Limitation Year and ends on the day before the first day of the new Limitation Year. The otherwise applicable Defined Contribution Dollar Limitation for the short Plan Year will be reduced in the same proportion as the reduction in the twelve (12) month Limitation Year and only "compensation" for the short Plan Year will be taken into account for purposes of the limitation under Subsection 17.01(a)(ii) above.

17.02 415 Compensation. Notwithstanding anything to the contrary in this Plan, and except as otherwise provided in Subsection 17.02(e) below, for purposes of this Article 17, the term "Compensation" will 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 a Company 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 Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b)). 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 other expense allowances under a nonaccountable plan as described in Treasury regulation 1.62-2(c). Notwithstanding the foregoing, the term "Compensation" (as defined in this Article 17) will exclude the following:

(a) Company contributions to a plan of deferred compensation which are not includible 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 Eligible Employee, or any distributions from a plan of deferred compensation;

(b) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Eligible Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(c) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(d) Other amounts which received 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 employee and are not salary reduction amounts that are described in Code Section 125).

Generally, Compensation, as defined above, is Compensation that is actually paid (or treated as paid) 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 in Subsection 17.02(e) below, 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. Effective for Limitation Years beginning on or after July 15, 2007, Compensation, as defined herein, shall be subject to the following adjustments:

(e) Notwithstanding any provision to the contrary, effective for Limitation Years beginning on or after July 15, 2007, Compensation, as defined in this Section 17.02, shall include the following amounts received after a Participant's severance from employment with the Company and any if its Affiliated Company:

(i) 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 (2½) months following the Participant's severance from employment, provided they represent:

(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;

(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 17.02 if they had been paid before the Participant's severance from employment; and

(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.

(ii) 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.

(f) Effective for Limitation Years beginning on or after July 15, 2007, for purposes of the limitations of this Article, "Compensation" (as described in this Section 17.02) shall be subject to the limitations of Code Section 401(a)(17)(A) (as adjusted consistent with Code Section 401(a)(17)(B)).

17.03 Annual Additions. For purposes of Section 17.01, the term Annual Additions means, for any Limitation Year, the sum of the following amounts allocated to the Participant's Accounts:

(a) The amount credited to a Participant's accounts from Company contributions (including amounts deferred under a cash or deferred arrangement under Code Section 401(k));

(b) The Participant's Contributions;

(c) Forfeitures; and

(d) Any amounts allocated to an account established under a funded welfare benefit plan or a defined benefit plan to provide medical benefits with respect to the Participant after retirement, as described in Code Section 415(l)(1) or 419A(d)(2).

Catch-up contributions described in Section 4.03 will not be taken into account in determining Annual Additions.

17.04 Other Defined Contribution Plans. If a Company or an Affiliated Company is or was contributing to any other defined contribution plan(s) (whether or not the plan(s) have been terminated), as defined in Code Section 414(i), for its employees, some or all of whom may be Participants of this Plan, then any such Participant's Annual Additions in the other plan(s) will be aggregated with the Participant's Annual Additions derived from this Plan for purposes of applying the limitation of Section 17.01.

17.05 Repeal of Combined Plan Limits. The combined plan limits in effect for Limitation Years beginning prior to January 1, 2000 will have no force or effect for Limitation Years beginning on and after January 1, 2000.

17.06 Adjustments for Excess Annual Additions. In general, the amount of excess for any Limitation 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 a Company or any of its Affiliated Companies will be determined so as to avoid Annual Additions in excess of the limitations set forth in Sections 17.01 through 17.05. However, if as a result of an administrative error, the Annual Additions to a Participant's Accounts under this Plan (after giving effect to the maximum permissible adjustments under the other plans) would exceed the applicable limitations described in Sections 17.01 through 17.05, the excess amount will be subject to the following rules:

(a) If the Participant made any Participant After-Tax Contributions for the Limitation Year to this or any other defined contribution plan that is maintained by the

Company or an Affiliated Company, which Participant After-Tax Contributions were not matched by matching contributions, within the meaning of Code Section 401(m) (or is deemed to have made such contributions to this Plan by an addition to the Participant's Account), these contributions and any earnings thereon will be returned to the Participant to the extent of any excess Annual Additions.

(b) If excess Annual Additions remain after the application of the above rule, if the Participant made any Participant 401(k) Deferrals for the Limitation Year to this or any other defined contribution plan that is maintained by the Company or an Affiliated Company, which Participant 401(k) Deferrals were not matched by matching contributions, within the meaning of Code Section 401(m), such Participant 401(k) Deferrals and any earnings thereon will be returned to the Participant to the extent of any excess Annual Additions.

(c) If excess Annual Additions remain after the application of the above rule, if the Participant made any Participant Roth 401(k) Contributions for the Limitation Year to this or any other defined contribution plan that is maintained by the Company or an Affiliated Company, which Participant Roth 401(k) Contributions were not matched by matching contributions, within the meaning of Code Section 401(m), such Participant Roth 401(k) Contributions and any earnings thereon will be returned to the Participant to the extent of any excess Annual Additions.

(d) If excess Annual Additions remain after the application of the above rule, if the Participant made any Participant After-Tax Contributions for the Limitation Year to this or any other defined contribution plan that is maintained by the Company or an Affiliated Company, which Participant After-Tax Contributions were matched by matching contributions, within the meaning of Code Section 401(m), any such Participant After-Tax Contributions and any earnings thereon will be returned to the Participant and any related matching contributions attributable thereto will be reduced and forfeited to the extent necessary to eliminate any remaining excess Annual Additions.

(e) If excess Annual Additions remain after the application of the above rule, if the Participant made any Participant 401(k) Deferrals for the Limitation Year to this or any other defined contribution plan that is maintained by the Company or an Affiliated Company, which Participant 401(k) Deferrals were matched by matching contributions, within the meaning of Code Section 401(m), any such Participant 401(k) Deferrals and any earnings thereon will be returned to the Participant and any related matching contributions attributable thereto will be reduced and forfeited to the extent necessary to eliminate any remaining excess Annual Additions.

(f) If excess Annual Additions remain after the application of the above rule, if the Participant made any Participant Roth 401(k) Contributions for the Limitation Year to this or any other defined contribution plan that is maintained by the Company or an Affiliated Company, which Participant Roth 401(k) Contributions were matched by matching contributions, within the meaning of Code Section 401(m), any such Participant Roth 401(k) Contributions and any earnings thereon will be returned to the Participant and any related matching contributions attributable thereto will be reduced and forfeited to the extent necessary to eliminate any remaining excess Annual Additions.

(g) If excess Annual Additions remain after the application of the above rule, any other Company contributions for the Limitation Year and any earnings thereon will be reduced and forfeited to the extent necessary to eliminate any remaining excess Annual Additions.

17.07 Disposition of Excess Amounts. Any excess amounts contributed by a Company on behalf of a Participant for any Limitation Year other than amounts described in Section 17.06 will be held unallocated in a suspense account and applied, to the extent possible, to reduce the Company contribution on behalf of such Participant for the Plan Year or succeeding Plan Year, or Years, if necessary.

Notwithstanding any provision to the contrary, effective for Limitation Years beginning on or after July 15, 2007, excess Annual Additions may be corrected by use of any appropriate correction method under the Internal Revenue Service's Employee Plans Compliance Resolution System ("EPCRS") or any other relevant guidance provided by the Internal Revenue Service.

17.08 Affiliated Company. For purposes of this Article 17, the determination of whether a company is an Affiliated Company will be made after applying the modifications required by Code Section 415(h) to the percentage tests of Code Sections 414(b) and (c), other than for purposes of determining whether two or more organizations are a brother-sister group of trades or businesses under common control under the rules of Treasury Regulation 1.414(c)-2(c).

ARTICLE 18 RESTRICTION ON ALIENATION

18.01 General Restrictions Against Alienation.

(a) The interest of any Participant or his Beneficiary in the income, benefits, payments, claims or rights hereunder, or in the Trust Fund will not in any event be subject to sale, assignment, hypothecation, or transfer except as provided in Subsection 18.01(b). Each Participant and Beneficiary is prohibited from anticipating, encumbering, assigning, or in any manner alienating his or her interest under the Trust Fund, and is without power to do so, except as may otherwise be provided for in the Trust Agreement.

(b) If any person attempts to take any action contrary to this Article 18, such action will be void and each Company, the Plan Administration Committee, the Trustee and all

Participants and their Beneficiaries, may disregard such action and are not in any manner bound thereby, and they, and each of them separately, will suffer no liability for any such disregard thereof, and will 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. The Plan, however, will honor properly executed federal tax levies, executions of federal tax judgments, qualified domestic relations orders as described in Section 18.02 and the provisions of the Plan regarding loans and distributions to minors and incompetent persons.

(c) The preceding provisions of this Section 18.01 will be interpreted and applied by the Plan Administration 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.

18.02 Qualified Domestic Relations Orders. The rules set forth in Section 18.01 will apply with respect to a "Qualified Domestic Relations Order" as described below.

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

(i) 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;

(ii) Relates to the provision of child support, alimony payments, or marital property rights to a Spouse, child or other dependent of a Participant;

(iii) Is made pursuant to a State domestic relations law (including a community property law); and

(iv) Clearly specifies:

(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);

(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;

(3) The number of payments or period to which the order applies; and

(4) Each plan to which the order applies.

For purposes of this Section 18.02, "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.

(b) A domestic relations order is not a Qualified Domestic Relations Order if it requires the Plan to:

(i) Provide any type or form of benefit, or any option, not otherwise provided under the Plan;

(ii) Provide increased benefits, (determined on the basis of actuarial value); or

(iii) Pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under a previous Qualified Domestic Relations Order.

(c) A domestic relations order will not be considered to fail to satisfy the requirements of Subsection 18.02(b)(i) 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 in a single sum and before the date on which the Participant attains (or would have attained) Earliest Retirement Age, as defined in Code Section 417(f)(3).

(d) In the case of any domestic relations order received by the Plan:

(i) The Plan Administrator will 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

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

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

(i) 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 will 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. Such amounts will be invested in accordance with the Participant's current investment allocation.

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

(iii) If within eighteen (18) months:

(1) It is determined that the order is not a Qualified Domestic Relations Order; or

(2) The issue as to whether the order is a Qualified Domestic Relations Order is not resolved, then the Plan Administrator will restore the segregated amounts (plus any earnings thereon) to the person or persons who would have been entitled to the amounts if there had been no order, or restore the amount to the Participant's Account.

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

ARTICLE 19 TOP-HEAVY PLAN RULES

19.01 Applicability. Notwithstanding any provision in this Plan to the contrary, the provisions of this Article 19 will 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 19.03.

19.02 Definitions.

(a) For purposes of this Article 19, the term "Key Employee" means any Employee or former Employee who at any time during the Plan Year containing the determination date was either:

(i) An officer having annual Compensation (as defined in Subsection 19.02(g) below) greater than one hundred thirty thousand dollars ($130,000) or such other amount in Code Section 416(i) as adjusted from time to time to reflect cost-of-living changes;

(ii) A five percent (5%) owner of the Company; or

(iii) A one percent (1%) owner of the Company having annual Compensation (as defined in Subsection 19.02(g) below) of more than one hundred fifty thousand dollars ($150,000). The determination of who is a key employee will be made consistent with Code Section 416(i) and related regulations.

(b) For purposes of this definition, no more than fifty (50) employees (or, if less than fifty (50), either three (3) employees or ten percent (10%) of all employees, whichever is greater) shall be treated as officers. For purposes of determining the number of officers taken into account, employees described in Code Section 414(q)(8) shall be excluded. In addition, for purposes of determining ownership percentages hereunder, the constructive ownership rules of Code Section 318 shall apply as provided by Code Section 416(i)(1)(B). For purposes of paragraph (ii) above, if two Employees have the same interest in the Company, the Employee having greater annual compensation from the Company shall be treated as having a larger interest. For purposes of this Section 19.02, the term "five percent (5%) 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 a 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 will not apply for purposes of applying these ownership rules. Thus, this ownership test will be applied separately with respect to every Affiliated Company.

(c) For purposes of this Section 19.02, the term "one percent (1%) owner" means any person who would be described in Subsection 19.02(b) if "one percent (1%)" were substituted for "five percent (5%)" each place where it appears.

(d) For purposes of this Section 19.02, the rules of Code Section 318(a)(2)(C) will be applied by substituting "five percent (5%)" for "fifty percent (50%)."

(e) For purposes of this Article 19, the term "Non-Key Employee" means any Employee who is not a Key Employee.

(f) For purposes of this Article 19, the terms "Key Employee" and "Non-Key Employee" include their Beneficiaries.

(g) For purposes of this Section 19.02, the "Compensation" of a Key Employee will be determined in accordance with Section 17.02, but determined with reference to the Plan Year rather than the Limitation Year.

19.03 Top-Heavy Status.

(a) The term "Top-Heavy Plan" means, with respect to any Plan Year–

(i) 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 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 will be determined by using the interest rate specified in that plan. The date on which the accrued benefit of each Employee is measured (with respect to each Determination Date) will be the date used for computing costs under the minimum funding standards of Code Section 412; and

(ii) 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 19.03(a), the term "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, the term "Determination Date" means the last day of that plan year.

The present value of account balances under a defined contribution plan will 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 will 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 will be determined under either the

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

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

(i) The term "Aggregation Group" means:

(1) Each plan of a Company or an Affiliated Company in which a Key Employee is a Participant; and

(2) Each other plan of the Company or an Affiliated Company which enables any plan described in paragraph (1) above to meet the requirements of Code Sections 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.

(ii) The term "Top-Heavy Group" means any Aggregation Group if the sum (as of the Determination Date) of:

(1) The present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in the group; and

(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.

(iii) For purposes of determining:

(1) The present value of the cumulative accrued benefit of any Employee; or

(2) The amount of the account balance of any Employee,

such present value or amount will be increased by the aggregate distributions made with respect to the Employee under the Plan on account of severance from employment, death, disability or retirement during the one-year period ending on the Determination Date (and by the aggregate distributions made with respect to the Employee for any other reason during the five (5)year period ending on the Determination Date). The preceding rule will 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 will 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).

(c) If any 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 a Company or an Affiliated Company at any time during the one-year period ending on the Determination Date, any accrued benefit for the individual (and the account balance of the individual) will not be taken into account for purposes of this Section 19.03.

19.04 Minimum Contributions. For each Plan Year in which the Plan is Top-Heavy, the minimum contributions for that year will be determined in accordance with the rules of this Section 19.04.

(a) Subject to Subsection 19.04(b) below, the minimum Company contribution (excluding amounts deferred under a cash or deferred arrangement under Code Section 401(k)) for each Non-Key Employee will be not less than three percent (3%) of his or her Compensation (as defined in Section 19.05), regardless of whether the Non-Key Employee elected to make Participant After-Tax Contributions or Participant 401(k) Deferrals (including Participant Roth 401(k) Contributions) for the Plan Year, completed less than one thousand (1,000) Hours of Service during such Plan Year, or the Non-Key Employee's level of Compensation.

(b) The percentage set forth in Subsection 19.04(a) above will not be required to exceed the percentage at which Company contributions (including amounts deferred under a cash or deferred arrangement under Code Section 401(k)) are made (or are required to be made) under the Plan for the year for the Key Employee for whom the percentage is the highest for the year. This determination will be made by dividing the Company contributions for each Key Employee by so much of his or her total Compensation (as defined in Section 19.05).

(i) For purposes of this Subsection 19.04(b), all defined contribution plans required to be included in an Aggregation Group will be treated as one (1) plan.

(ii) The rules of this Subsection 19.04(b) will not apply to any plan required to be included in an Aggregation Group if the plan enables a defined benefit plan to meet the requirements of Code Sections 401(a)(4) or 410.

(c) The requirements of this Section 19.04 must be satisfied without taking into account contributions under Chapters 2 or 21 of the Code, Title II of the Social Security Act, or any other federal or state law.

(d) If a Participant is covered by both a defined contribution and a defined benefit plan maintained by a Company, both of which are determined to be Top-Heavy, the minimum benefit required will be provided under the defined benefit plan, offset by the benefit provided under the defined contribution plan.

19.05 Maximum Compensation Base. For purposes of Subsection 19.04(a) and (b), "Compensation" means "Compensation" as defined in Section 17.02 but (i) determined with reference to the Plan Year, and (ii) subject to the annual compensation limit in effect under Code Section 401(a)(17)(A) on the January 1 coinciding with or immediately preceding the first day of such Plan Year, as adjusted in accordance with Code Section 401(a)(17)(B).

19.06 Non-Eligible Employees. The rules of Sections 19.04, 19.05, and any top-heavy vesting requirements will 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 20 MISCELLANEOUS MATTERS

20.01 No Enlargement of Employee Rights.

(a) This Plan is strictly a voluntary undertaking on the part of each Company and will not be deemed to constitute a contract between such Company and any Employee, or to be consideration for, or an inducement to, or a condition of, the employment of any Employee.

(b) Nothing contained in the Plan will be deemed to give any Employee the right to be retained in the employ of any Company, to require changes in the terms of employment of any Employee, or to interfere with the right of the Company to discharge or retire any Employee at any time.

(c) No Employee, prior to his or her acquiring vested rights in benefits as provided in this Plan, will have any right to or interest in any portion of any fund, other than as herein specifically provided.

(d) No person will have any right to benefits, except to the extent provided in this Plan.

20.02 Payment of Benefits; Lapsed Benefits.

(a) All payments under the Plan will 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 20.03 below, or pursuant to written authorization of the Participant, by direct deposit in the bank account of the Participant.

(b) If 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 will be forfeited and as soon thereafter as practicable will be applied to reduce contributions by the Company. If any person entitled to payment of a benefit that has been forfeited in accordance with this Subsection 20.02(b) files a claim for such benefit, the amount forfeited will 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 or her identity and entitlement to such benefit. Payment will be made out of current forfeitures, or if necessary, the Company will make an additional contribution for purposes of paying such benefit.

(c) For purposes of this Section, the term "Beneficiary" will include any person entitled under Section 11.08 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 11.08 if no eligible Beneficiary in a higher priority category can be located by the Plan Administration Committee after reasonable efforts have been made.

(d) Notwithstanding the foregoing, in the event that the Plan is terminated, the following rules will apply:

(i) All Participants (including Participants who have not previously claimed their benefits under the Plan) will be notified of their right to receive a distribution of their interests in the Plan.

(ii) All Participants will be given a reasonable length of time, which will be specified in the notice, in which to claim their benefits.

(iii) The benefits of any Participants (and their Beneficiaries) who do not claim their benefits within the designated time period will escheat to the state in accordance with applicable state law.

(iv) The Plan Administration Committee will prescribe such rules as it may deem necessary or appropriate with respect to the notice and escheat rules stated above.

(v) 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 will become inoperative without the need for a Plan amendment and the Plan Administration Committee will prescribe rules that are consistent with the applicable provisions of the Code and/or ERISA.

20.03 Addresses. Each Participant will be responsible for furnishing the Plan Administration Committee with his or her correct current address and the correct current name and address of his or her Beneficiary.

20.04 Notices and Communications.

(a) To the extent determined by the Plan Administration Committee and permitted by applicable law, and not inconsistent with the terms of the Plan, the Plan Administration Committee may make telephonic or other electronic communication or filing methods available for certain elections, designations, investment directions or applications for benefits by Participants and for certain notices, statements or other communications to Participants.

(b) To the extent determined by the Plan Administration Committee or required by applicable law, applications, notices, designations, elections, and other communications from Participants will be in writing, on forms prescribed by the Plan Administration Committee and will be mailed or delivered to the office designated by the Plan Administration Committee, and will be deemed to have been given when received by such office.

(c) To the extent determined by the Plan Administration Committee or required by applicable law, a notice, report, remittance, statement and other communication directed to a Participant or Beneficiary will be in writing and may be delivered in person or mail. An item will 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 or her last address of record with the Plan Administration Committee.

20.05 Governing Law. All legal questions pertaining to the Plan will be determined in accordance with the provisions of ERISA and, if applicable, the laws of the State of Idaho. All contributions made hereunder will be deemed to have been made in Idaho.

20.06 Interpretation. Article and Section headings are for convenient reference only and will 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. Unless the context clearly indicates otherwise, masculine gender will include the feminine, the singular will include the plural, and the plural will include the singular.

20.07 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.

20.08 Recovery of Overpayments: In the event that a Participant, Beneficiary or estate is paid an amount in excess of the amount such Participant, Beneficiary or estate is actually entitled to receive under the terms of the Plan, the Plan may recover such overpayment as: (i) an offset against up to the entire amount of any payment due after the overpayment is discovered and/or (ii) as a direct payment from the Participant, Beneficiary or estate. The method for recovery shall be at the discretion of the Plan Administrator.

IN WITNESS WHEREOF, the Plan Sponsors have caused this instrument to be executed by its duly authorized officer.

DATE: 21 APRIL, ~~2013~~ 2014

BATTELLE ENERGY ALLIANCE, LLC
(Plan Sponsor effective February 1, 2005)

By: _____

Title: PRESIDENT BEA, INC DIRECTOR

DATE: 4/15/2014, ~~2013~~ 2014

TD 4/15/2014

CH2M♦WG IDAHO, LLC
(Plan Sponsor effective May 1, 2005)

By: _____

Title: PRESIDENT & CEO

DATE: 4/14, ~~2013~~ 2014

IDAHO TREATMENT GROUP, LLC
(Plan Sponsor effective October 1, 2011)

By: _____

Title: President & Project Manager