

**Certificate of the Secretary
of
Wackenhut Services, Incorporated**

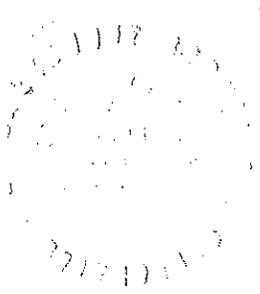
The undersigned hereby certifies that she is the duly appointed and qualified as Assistant Secretary of Wackenhut Services, Incorporated, a corporation organized and existing under the laws of the State of Florida, that as such she is familiar with the facts herein certified, is duly authorized to certify the same and does hereby certify as follows:

That attached hereto is a true and correct and complete copy of Resolutions of the Board of Directors of Wackenhut Services, Incorporated authorizing the approval of the amended and restated Plan documents for The Wackenhut Services, Incorporated 401(k) Retirement Plan for Employees at Oak Ridge, Tennessee and The Wackenhut Services, Incorporated Pension Plan for Employees at Oak Ridge, Tennessee, effective as of the dates specified therein.

IN WITNESS WHEREOF, the undersigned sets his hand this 25th day of January, 2008.



Edie Ferriola, Assistant Secretary



**Resolutions of
Wackenhut Services, Incorporated**

WHEREAS, the Corporation sponsors and acts as Plan Administrator of The Wackenhut Services, Incorporated 401(k) Retirement Plan for Employees at Oak Ridge, Tennessee and The Wackenhut Services, Incorporated Pension Plan for Employees at Oak Ridge, Tennessee, and

WHEREAS, the Plans each provide that the Corporation, in its discretion, may amend the Plan documents.

NOW, THEREFORE, BE IT RESOLVED, that the attached amendment and restatement of The Wackenhut Services, Incorporated 401(k) Retirement Plan for Employees at Oak Ridge, Tennessee and The Wackenhut Services, Incorporated Pension Plan for Employees at Oak Ridge, Tennessee (collectively, the "Plans"), shall be, and the same hereby are, adopted, approved, ratified and confirmed, generally effective for all purposes and in all respects as of January 1, 2007; and it is

FURTHER RESOLVED, that in furtherance and not in limitation of the foregoing resolution, the officers of the Corporation shall be, and the same hereby are, authorized and directed to take any and all other actions necessary or appropriate for the implementation of the aforementioned amendment and restatement of the Plan documents, including, but not limited to filing the Plans with the Internal Revenue Service for a determination that the Plans and the Trusts continue to qualify for tax-exempt status under the Internal Revenue Code.

FINAL

**The Wackenhut Services, Incorporated Pension Plan
for Employees at Oak Ridge, Tennessee**

As Amended and Restated
Generally effective January 1, 2007

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PREAMBLE

Effective January 1, 2000, Wackenhut Services, Incorporated established The Wackenhut Services, Incorporated Pension Plan for Employees at Oak Ridge, Tennessee (the "Plan") for all eligible employees of the Participating Companies. This Plan is designed to be a plan maintained by more than one employer within the meaning of Code § 413. Some of the Plan assets were spun off from the Restated Retirement Program Plan for Employees of Lockheed Martin Energy Systems Inc., formerly the Restated Retirement Program for Employees of Martin Marietta Energy Systems, Inc. (the "LMES Plan") and the Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees (the "Bechtel Jacobs Plan") in connection with the operation by Wackenhut Services, Incorporated (the "Sponsoring Company") of the contract to operate the Department of Energy facilities in Oak Ridge, Tennessee (hereinafter, the "Oak Ridge Facilities").

It is intended that certain benefits and liabilities under the LMES Plan and the Bechtel Jacobs Plan attributable to participants in the LMES Plan and the Bechtel Jacobs Plan who performed services at the Oak Ridge Facilities on or prior to December 31, 1999 and who become employees of Wackenhut Services, Incorporated or one of the Participating Companies hereof on or after January 1, 2000 shall be assumed by this Plan as of the Asset Transfer Date, as defined herein. Effective January 1, 2001, the Plan was amended and restated. The Plan was further amended and restated effective January 1, 2002. This Plan is further amended to reflect statutory, regulatory, and guidance changes specified in the 2006 list of cumulative changes for employee benefit plans as set forth in Internal Revenue Service Notice 2007-3 and qualification requirements and guidance published before the issuance of such list. Unless otherwise indicated, the changes to the Plan are effective January 1, 2007.

ARTICLE I

DEFINITIONS

As used in the Plan, the following terms shall have the designated meaning:

1.1 “Accrued Benefit” shall mean the Participant’s benefit determined under Sections 5.1 and 5.3 except as otherwise specifically provided, expressed in the form of an annual benefit commencing at Normal Retirement Age.

1.2 “Actuarial Equivalent” or “Actuarial Value” shall mean a benefit of equal value to any other benefit based on consistently applied reasonable actuarial assumptions adopted by the Benefit Committee and as set forth in the tables annexed hereto which are hereby incorporated in and made a part of the Plan or as expressly provided for herein.

Notwithstanding the foregoing, in the case of a Participant who is permitted to defer commencement of his benefit under Code § 401(a)(9)(C)(i)(II) and who retires in a calendar year after the calendar year in which the Participant attains age seventy and one-half (70-1/2), the Participant’s Accrued Benefit shall be actuarially increased to take into account the period after age seventy and one-half (70-1/2) in which the Participant was not receiving benefits under the Plan using the following criteria: (i) the increase will be based on a 6% interest rate and the forecast mortality table selected by the Plan’s Actuary with a one-year setback from male ages for unisex factors, (ii) the increase will be applied for the period starting on the April 1 following the calendar year in which the Participant attains age seventy and one-half (70-1/2) and ending on the date on which benefits commence after retirement in an amount sufficient to satisfy Code § 401(a)(9), and (iii) the increase will be the smallest increase that satisfies the requirements of IRS Notice 97-75, but not less than the amount determined in subsection (i) hereof.

1.3 “Actuary” shall mean the individual enrolled actuary, or firm including one or more enrolled actuaries, selected by the Benefit Committee to provide actuarial services in connection with the administration of the Plan.

1.4 “Affiliate” shall mean, except as otherwise provided in Article VII, with respect to a Participating Company, (i) any corporation (other than the Participating Company) of which at least 80 percent of the total combined voting power of all classes of stock entitled to vote is owned at the time of reference, either directly or indirectly, by the Participating Company, (ii) any other trade or business (other than the Participating Company), whether or not incorporated, which at the time of reference is controlled by or under common control with the Participating Company, within the meaning of Code § 414(c), or (iii) any member (other than the Participating Company), at the time of reference, of an affiliated service group within the meaning of Code § 414(m), which includes the Participating Company.

1.5 “Age” shall mean the age attained by a Participant on the birthday coincident with or next prior to the date as of which the age of the Participant is to be determined, except as otherwise provided for herein.

1.6 “Annuity Starting Date” shall mean the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of an annuity the first day on which all events have occurred which entitle the Participant to such benefit.

1.7 “Applicable Election Period” shall mean (a) in the case of the Qualified Joint and Survivor Annuity, the 90 day period ending on the Annuity Starting Date; or (b) in the case of the Qualified Preretirement Survivor Annuity, the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant’s death. If a Participant incurs a Termination of Employment and is not otherwise entitled to a Retirement Benefit, then there is no Applicable Election Period with respect to such Participant.

1.8 “Asset Transfer Date” shall mean the date upon which legal ownership of certain assets now held by the LMES Plan or the Bechtel Jacobs Plan are transferred to the Trust under this Plan to fund benefits under this Plan which are attributable to pre-January 1, 2000 employment at the Oak Ridge Facilities which was recognized for benefit purposes under the LMES Plan or Bechtel Jacobs Plan. However, if an individual becomes an Employee after January 1, 2000 and accrued a benefit under the LMES Plan or Bechtel Jacobs Plan, his or her “Asset Transfer Date” shall be the date upon which legal ownership of certain assets now held by the LMES Plan or the Bechtel Jacobs Plan are transferred to the Trust under this Plan to fund benefits under this Plan which are attributable to his or her employment at the Oak Ridge Facilities which was recognized for benefit purposes under the LMES Plan or Bechtel Jacobs Plan.

1.9 “Bechtel Jacobs Plan” shall mean the Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees.

1.10 “Beneficiary” shall mean the person, persons or estate entitled to receive any benefit under the Plan upon the death of a Participant.

1.11 “Benefit Committee” shall mean the administrative committee appointed under Article XII. The Benefit Committee shall be the Plan Administrator. In the absence of the appointment of a Benefit Committee, or if all persons serving on the Benefit Committee have resigned or have been removed, the Plan Administrator shall be the Sponsoring Company.

1.12 “Board of Directors” shall mean the Board of Directors or its equivalent of each of the Participating Companies acting on behalf of each of the Participating Companies, unless expressly stated otherwise.

1.13 “Break in Service Period” shall mean a period of at least twelve (12) months after an Employee’s Severance from Service Date during which such Employee does not perform at least one Hour of Service.

1.14 “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.15 “Company Service Credit” is based upon (i) employment as an Employee by a Participating Company, and (ii) to the extent provided below, Company Service Credit earned under the LMES Plan or the Bechtel Jacobs Plan. Company Service Credit shall not be credited under the Plan pursuant to (ii) until the occurrence of the Asset Transfer Date.

After the Asset Transfer Date, with respect to Employees who were Participants in the LMES Plan or the Bechtel Jacobs Plan and who were employed at the Oak Ridge Facilities on

December 31, 1999, and continued in the service of a Participating Company on January 1, 2000, Company Service Credit traceable to service with LMES or Bechtel Jacobs prior to January 1, 2000 shall be determined under the LMES Plan or the Bechtel Jacobs Plan in effect on December 31, 1999.

After the Asset Transfer Date, Company Service Credit for employment subsequent to December 31, 1999, by former LMES employees and former Bechtel Jacobs employees who were Participants in the LMES Plan or the Bechtel Jacobs Plan and who were employed by LMES or Bechtel Jacobs at the Oak Ridge Facilities on or prior to December 31, 1999, and who continued in the service of a Participating Company on or after January 1, 2000, and Company Service Credit of all Employees hired after January 1, 2000, shall be determined under the following rules:

(a) If an Employee receives salary, commissions or wages from a Participating Company without interruption, such Employee's Company Service Credit begins as of the date such Employee first performs an Hour of Service.

(b) If an Employee is laid off by a Participating Company on account of a reduction in force and through no fault of the Employee's, Company Service Credit (i) shall be given for service completed prior to such layoff if such layoff continues not more than three consecutive years; but (ii) shall not be given for service completed prior to such layoff if such layoff continues more than three consecutive years.

(c) In case of absence caused by temporary suspension of work (other than layoff as in Section 1.15(b)), or Leave of Absence which is authorized by a Participating Company, and does not exceed three months, employment shall be considered as continuous without any reduction for such absence. However, in case such absence exceeds three months, the period of absence in excess of three months shall not be considered as Company Service Credit unless Company Service Credit is otherwise authorized by a Participating Company for such period. If an Employee who is thus absent fails to return to work when able to do so, and at the time designated by a Participating Company, such Employee shall be considered as voluntarily terminating such Employee's employment and such Employee's Company Service Credit shall end as of the date on which the Employee last worked.

(d) Except to the extent otherwise required by law, in case of rehire or reinstatement subsequent to discharge for cause or resignation at the request of a Participating Company, Company Service Credit shall be given for service only since the last date of rehire or reinstatement by the Participating Company, unless Company Service Credit is otherwise authorized by the Participating Company for any period prior to such rehire or reinstatement.

(e) Subject to Section 4.5, an Employee who had been credited with Company Service Credit for one or more periods of prior employment but who had lost such credit under this Section because (i) a layoff lasted for more than three years or (ii) termination was for any other cause, shall have such prior Company Service Credit restored upon completing a total of two years of Company Service Credit following re-employment.

(f) If any Employee receives salary, commissions, or wages from a Participating Company sponsoring or maintaining a qualified defined benefit plan during the

period that such employee is on maternity leave, such Employee shall not be deemed to have separated from service for purposes of this Section. However, if a physician selected by the Benefit Committee that employs the Employee thereafter determines that such Employee is physically capable of returning to work, and such Employee refuses to return, such Employee shall be considered as having voluntarily terminated the Employee's employment, and such Employee's Company Service Credit shall end as of the date on which such Employee was medically capable of returning to employment.

(g) In the event of an asset transfer described in Section 13.12, Company Service Credit shall include service with a Participating Company.

(h) Notwithstanding any provision in this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code § 414(u).

(i) Unless otherwise provided herein, Company Service Credit does not include service that can be disregarded under DOL Regulation 29 CFR Section 2530.210 (e.g., service with a Participating Company prior to the date that Participating Company has adopted the Plan and noncontiguous, noncovered service). Notwithstanding the above, any Employee who provided services to Wackenhut Services, Incorporated at the Oak Ridge Facility between October 1, 1999 and December 31, 1999 will receive Company Service Credit with respect to such period of employment.

(j) Company Service Credit includes the period of time a Participant is Disabled, provided that the Participant returns to employment or retires when the Disability ends as described in Section 4.4.

1.16 "Compensation" shall mean, with respect to a Participant, the straight-time portion of remuneration (including shift differential or shift premium, hourly COLA, and executive incentive compensation) received from a Participating Company for the established regular working schedule of the Participant, determined prior to any reduction in such rate of compensation for any contributions made on behalf of such Participant to the Wackenhut Services, Incorporated 401(k) Retirement Plan for Employees at Oak Ridge, Tennessee or any successor plans thereto or any other plan maintained by a Participating Company which meets the requirements of Code § 401(a) or any other plan which meets the requirements of Code § 125 and which provides for pre-tax contributions. In addition, for purposes of Article V, in any case where a Participant has less than ten (10) full calendar years prior to the date of retirement, his or her Compensation shall also include any remuneration earned by such Participant prior to January 1, 2000, which was recognized for purposes of the accrual of such Participant of a benefit under the LMES Plan or the Bechtel Jacobs Plan. The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001 shall not exceed Two Hundred Thousand Dollars (\$200,000), as adjusted for cost-of-living increases in accordance with Code § 401(a)(17). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

1.17 "Credited Service" shall mean, for any Employee, such Employee's Company Service Credit. However, effective on or after the Asset Transfer Date, for purposes of

determining whether a Participant has a vested right to the Participant's Accrued Benefit, in any case where it shall produce a result more favorable to the Employee, an Employee's Credited Service shall be determined in accordance with the following provisions for purposes of determining whether such employee has a nonforfeitable right to part or all of his or her Accrued Benefit:

(a) Credited Service shall be the total of the period of elapsed time which begins as of the date an Employee first performs an Hour of Service with a Participating Company and, except as otherwise provided in this Section, ends as of such Employee's Severance from Service Date. If an Employee performs an Hour of Service with a Participating Company within 12 months of the date the Employee quits, Retires, is discharged, or is first absent for any other reason, such Employee shall be deemed not to have severed such Employee's service due to such quit, Retirement, discharge or absence.

(b) Credited Service shall be the aggregate of all an Employee's periods of Credited Service, provided that such Employee's periods of Credited Service before and after a Period of Severance shall be aggregated only when: (A) an Employee's number of consecutive one-year Periods of Severance is either (1) less than the number of the Employee's years of Credited Service prior to such Period of Severance, or (2) equals or exceeds the number of the Employee's years of Credited Service prior to such Period of Severance, and is less than five; and (B) such Employee has at least one year of Credited Service after such Period of Severance.

(c) In the case of a Participant who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service Period. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Participant, (2) by reason of the birth of a child of the Participant, (3) by reason of the placement of a child with the Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. However, a Participant shall not be credited with Credited Service under this paragraph (c) unless such Participant furnishes to the Benefit Committee such timely information as the Benefit Committee may require to establish that the absence from employment is for the reasons described above and to establish the number of days for which there was such an absence.

(d) An Employee shall be credited with a year of Credited Service for each 12-consecutive month period of employment with an entity listed on Appendix A, pursuant to Section 14.19.

1.18 "Deferred Retirement Benefit" shall mean the monthly pension to which a Participant becomes entitled upon attaining the Participant's Deferred Retirement Date.

1.19 "Deferred Retirement Date" shall mean the first day of any month subsequent to a Participant's Retirement Date to which the Participant defers retirement.

1.20 "Dependent Child" shall mean a child of the Participant, whether natural or adopted, including, without limitation, a stepchild or foster child, who has not attained age 23. "Child" shall mean the son or daughter (including stepson or stepdaughter) of the Participant (as

determined under local law), whether by blood, whether legitimate or illegitimate, whether born, unborn or posthumous; legally adopted (as determined under local law, whether domestic or foreign); or a foster child, but only until such individual attains age 23.

1.21 “Dependent Parent” shall mean a parent, including a stepparent.

1.22 “Designated Beneficiary” shall mean any individual designated by a Participant as the Beneficiary of the Participant.

1.23 “Determination Date” shall mean the last day of the preceding Plan Year.

1.24 “Disability” or “Disabled” shall mean a physical and/or mental incapacity of such a nature that it would render a Participant eligible for long-term disability benefits under the Participating Company’s long-term disability plan or, in the event that the Participant does not participate in the Participating Company’s long-term disability program, that it would render the Participant eligible for total and permanent disability benefits under the Social Security Act in effect at the time he suffers such incapacity. The provisions of this Paragraph shall be uniformly and consistently applied to all Participants. “Disability” shall not include any bodily injury or disease incurred or suffered as the result of addiction to narcotic drugs, an intentionally self-inflicted injury; or engaging in a criminal (whether misdemeanor or felonious) act.

1.25 “Earliest Retirement Age” shall mean the earliest date on which a Participant could elect to receive a Retirement Benefit under the Plan.

1.26 “Early Retirement Age” shall mean effective January 1, 2002 for all Participants who are members of the International Guards Union of America and all Participants who are not members of a union and effective February 1, 2002 for all Participants who are members of the Security Police and Firemen Professionals of America, either (a) the first date on which a Participant has both attained age 60 (but not age 62) and completed at least 30 years of Credited Service; (b) the first date on which the sum of a Participant’s age and years of Credited Service equal 81; or (c) the first date on which a Participant has both completed ten years of Credited Service and attained age 62.

1.27 “Early Retirement Benefit” shall mean the monthly pension to which a Participant becomes entitled upon attaining his or her Early Retirement Age.

1.28 “Earnings” shall mean total compensation actually paid or made available by a Participating Company, including, but not limited to, bonuses, income from sources within the United States whether or not excludible for Federal income tax purposes, amounts related to the value of property transferred in connection with the performance of services which are includible for Federal income tax purposes under Code § 83(b), amounts includible in income under Code § 132 or any successor section thereto and taxable income attributable to employer provided life insurance. Earnings shall not include deferred compensation (other than payments under an unfunded plan that are currently includible in income), amounts realized from the exercise of a non qualified stock option or a stock appreciation right, exercise payments, amounts contributed on behalf of a Participant to a plan which meets the requirements of Code §§ 132(f)(4), 401(a), 401(k), or 125 or other distributions which receive special tax benefits. The annual compensation of each Participant taken into account in determining allocations for any Plan Year

beginning after December 31, 2001 shall not exceed Two Hundred Thousand Dollars (\$200,000), as adjusted for cost-of-living increases in accordance with Code § 401(a)(17). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

1.29 “Effective Date” shall mean January 1, 2007, except as otherwise provided under the Plan.

1.30 “Employee” shall mean any individual who, under the rules applicable in determining the employer-employee relationship for purposes of Code § 3121(i) has the status of an employee of a Participating Company, including Leased Employees as defined in Code § 414(n)(2) and (ii) performs service at the Oak Ridge Facilities.

1.31 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time and in effect at the time of reference, and any valid regulation promulgated thereunder.

1.32 “Fund” shall mean the assets of the Plan. The Fund is held by the Plan trustee pursuant to the terms of the Trust Agreement. The Trust Agreement is part of the Plan, and the provisions of the Trust Agreement are incorporated herein by reference.

1.33 “Hour of Service” shall mean:

(a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for a Participating Company during the applicable computation period; or

(b) each hour for which an Employee is paid, or entitled to payment, by a Participating Company on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), jury duty, or layoff, military duty, or Leave of Absence, and hours for which back pay is awarded or agreed to by a Participating Company.

1.34 “Insurance Contract” shall mean any insurance agreement under which Plan assets are held. An Insurance Contract may be held in the Trust under the Trust Agreement as determined by the Benefit Committee.

1.35 “Leave of Absence” shall mean a period of absence from employment because: (a) a Participating Company grants the Employee a leave of absence for a specified period of time and such leaves are granted on a nondiscriminatory basis; or (b) the Employee is on active military duty but only to the extent the Employee’s employment rights are protected by applicable law.

1.36 “Limitation Year” shall mean the Plan Year.

1.37 “LMES Plan” shall mean the Restated Retirement Program Plan for Employees of Lockheed Martin Energy Systems, Inc.

1.38 “Normal Retirement Age” and “Normal Retirement Date” shall mean a Participant’s 65th birthday.

1.39 “Normal Retirement Benefit” shall mean the greater of the periodic benefit payable under the Plan, commencing at Normal Retirement Age, or the Early Retirement Benefit.

1.40 “Other Company” shall mean any entity which is not an Affiliate with the Sponsoring Company and receives the approval of the Sponsoring Company to be a Participating Company by adopting the Plan pursuant to Section 13.13.

1.41 “Participant” shall mean any (a) Employee, (b) former Employee who is or may become eligible to receive a benefit of any type from the Plan, or whose Beneficiary may be eligible to receive any such benefit, or (c) any individual who was a Participant in the LMES Plan or Bechtel Jacobs Plan and had assets in the LMES Plan or Bechtel Jacobs Plan that were transferred to this Plan on the Asset Transfer Date.

1.42 “Participating Company” shall mean (a) the Sponsoring Company, (b) Critique Resource Consulting Corporation, (c) NCI Information Systems, Inc., (d) PAI Corporation, and (e) any Affiliate or Other Company that in the future adopts the Plan pursuant to Section 13.13.

1.43 “PBGC” shall mean the Pension Benefit Guaranty Corporation.

1.44 “Period of Severance” shall mean the period of time commencing on an Employee’s Severance from Service Date and ending on the date on which the Employee again performs an Hour of Service for a Participating Company.

1.45 “Plan” shall mean The Wackenhut Services, Incorporated Pension Plan for Employees at Oak Ridge, Tennessee, as amended from time to time.

1.46 “Plan Administrator” shall mean the Sponsoring Company. The Sponsoring Company may delegate its responsibilities to the Benefit Committee. If a Benefit Committee is appointed pursuant to Section 12.2, it shall serve as the Plan Administrator. In the absence of the appointment of a Benefit Committee, or if all persons serving as the Benefit Committee have resigned or have been removed, the Plan Administrator shall be the Sponsoring Company.

1.47 “Plan Year” shall mean the calendar year.

1.48 “Qualified Joint and Survivor Annuity” shall mean in the case of a married Participant, determined pursuant to Section 6.6 hereof, an annuity for the life of a Participant with a survivor annuity for the life of the Participant’s spouse which survivor annuity is 50 percent of the amount of the annuity payable during the joint lives of the Participant and the Participant’s spouse and which survivor annuity is determined pursuant to Table 3.

1.49 “Qualified Preretirement Survivor Annuity” shall mean a survivor annuity for the life of the surviving spouse of a Participant wherein the payments to such spouse are equal to the amounts which would have been paid as a survivor annuity under a Qualified Joint and Survivor Annuity (or the Actuarial Equivalent thereof) if:

(a) in the case of a Participant who dies after the Earliest Retirement Age, such Participant had retired and had been entitled to receive a Qualified Joint and Survivor Annuity on the day preceding the Participant’s date of death; or

(b) in the case of a Participant who dies on or before the Earliest Retirement Age, such Participant had (i) separated from the service of a Participating Company on the date of the Participant's death, (ii) survived to the Earliest Retirement Age, (iii) retired with an immediate Qualified Joint and Survivor Annuity on the Earliest Retirement Age and (iv) died on the day after the day on which the Participant would have attained the Earliest Retirement Age.

1.50 "Reduced Early Retirement Benefit" shall mean the monthly pension to which a Participant becomes entitled upon attaining age 50 (but not age 62) and completing ten years of Credited Service.

1.51 "Retire" shall mean to terminate employment and be eligible to receive, at such time as is provided in Section 8.1, a Retirement Benefit under the Plan.

1.52 "Retirement Benefit" shall mean any periodic payment to which a Participant or the Participant's Beneficiary shall be or become entitled under the Plan.

1.53 "Severance from Service Date" shall mean the earlier of (a) the date the Participant quits, Retires, is discharged or dies or (b) the first anniversary of the first date of absence for any other reason.

1.54 "Social Security Benefit" shall mean the monthly primary Social Security Benefit to which a Participant would become entitled based on the date the Participant retires or terminates employment as described in this Section 1.54 and the Social Security Act in effect on the date of determination. If the Participant retires on or after the date the Participant attains age 62, the Participant's Social Security Benefit shall be the Social Security Benefit the Participant would be eligible to receive on the date of retirement. If the Participant retires before age 62 and is entitled to an early retirement benefit, the Participant's Social Security Benefit shall be the amount of Social Security Benefit payable at age 62. If a Participant has a Termination of Employment and is entitled to a Vested Retirement Benefit (but not another type of benefit), the Participant's Social Security Benefit shall be determined as though the Participant had continued to receive Compensation until the Participant's Normal Retirement Age at the same rate as was in effect on the Participant's Termination of Employment. If a Participant has a Termination of Employment and is eligible to receive a Retirement Benefit (other than a Vested Retirement Benefit) as of the date of such Termination of Employment, the Participant's Social Security Benefit shall be determined as if the Participant had zero earnings after Termination of Employment.

A Participant's Social Security Benefit may be based upon the Participant's actual Social Security earnings history and the Participant may provide the Benefit Committee with documentation of such history within a reasonable time following the Participant's Termination of Employment. If such documentation is not fully provided by the Participant, then the Participant's Social Security Benefit shall be based on such Participant's salary history for years of employment prior to the Participant's Normal Retirement Date and for which no documentation has been provided, which salary history shall be estimated by the Actuary by applying a salary scale projected backward at an annual rate of six percent from the last year's Earnings with a Participating Company (or from any intermediate point at which documentation is provided).

If the Participant's salary history for years of employment prior to a Participant's date of hire is so estimated, then each Participant shall be informed at the time of such Participant's Termination of Employment, or the Participant's Beneficiary in the case of the Participant's death, of the procedure for obtaining documentation of the Participant's actual Social Security earnings history. Upon receipt of such actual Social Security earnings history, if such adjustment is favorable to the Participant or the Beneficiary of the Participant, then the Retirement Benefit of the Participant or the Beneficiary of the Participant shall be retroactively adjusted to conform to such actual salary history.

1.55 "Sponsoring Company" shall mean Wackenhut Services, Incorporated and any successor thereof by merger, consolidation or otherwise.

1.56 "Survivor's Benefit" shall mean the benefit payable to an unmarried Dependent Child of a Participant until the earliest of loss of such status, death or attainment of age 23; or the benefit payable to a Dependent Parent for life, or the benefit payable to a Participant's spouse for life; or the benefit payable to a deceased Participant's Dependent Child who, upon attaining age 23, is totally and permanently disabled until such Dependent Child is no longer so totally and permanently disabled.

1.57 "Termination of Employment" and similar reference shall mean a Participant's ceasing to be employed by a Participating Company for any reason.

1.58 "Trust Agreement" or "Trust" shall mean the trust established to hold all or part of the Fund under an agreement between the Sponsoring Company and a trustee. The Trust is a part of the Plan, and the terms of any Trust Agreement are incorporated herein by reference.

1.59 "Vested Retirement Benefit" shall mean the benefit described in Sections 5.3 and 5.4.

1.60 "Years of Credited Service" shall mean, for purposes of computing a Participant's Retirement Benefit under Article V, years and completed months of Credited Service. A "completed month of Credited Service" shall mean any calendar month in which the Participant completes 28 or more days of Company Service Credit.

ARTICLE II

PARTICIPATION

2.1 Participation. Except as provided in Section 2.2, an individual shall participate in the Plan immediately upon becoming an Employee. Each Employee who was a Participant in the Plan on December 31, 2006 shall continue to be a Participant in the Plan on January 1, 2007.

All individuals who participated in the LMES Plan or the Bechtel Jacobs Plan on December 31, 1999, and were employed by a Participating Company as an Employee on January 1, 2000, shall be eligible to participate in this Plan on January 1, 2000. Any other individual who participated in the LMES Plan or Bechtel Jacobs Plan on December 31, 1999, and was not employed by a Participating Company on January 1, 2000 shall not be eligible to participate in this Plan until such individual becomes an Employee. The benefits accrued under this Plan for

an individual who first becomes an Employee after January 1, 2000 shall be based solely on service performed on and after January 1, 2000 and shall not be determined by reference to any prior service under the LMES Plan or the Bechtel Jacobs Plan provided, however, that an individual who had accrued a prior benefit under the LMES Plan or the Bechtel Jacobs Plan and who was not employed as an Employee on January 1, 2000, but who becomes an Employee shall have his or her benefits under this Plan computed by reference to prior service under the LMES Plan or the Bechtel Jacobs Plan to the extent that the Plan receives assets from the LMES Plan or the Bechtel Jacobs Plan sufficient to fund such benefits.

2.2 Excluded Individuals. The following individuals are not eligible to participate in the Plan:

(a) Employees who are members of a bargaining unit which has entered into a collective bargaining or other group wage agreement with a Participating Company under the terms of which the Participating Company is required to contribute other than under the Plan to a fund, plan or scheme providing pensions or retirement benefits for such employees, or to provide other benefits in lieu of such benefits, and persons becoming members of any such bargaining unit, unless and until the Board of Directors shall, under rules uniformly applicable to all persons similarly situated, specify such persons as being within the coverage of the Plan.

(b) Individuals who perform services for a Participating Company as Leased Employees. For purposes of this Subsection (b), the term "Leased Employee" shall mean any individual who: (i) is not an independent contractor or Employee with respect to a Participating Company; (ii) provides services pursuant to an agreement between a Participating Company and any other person or entity (hereinafter referred to as "the leasing organization"); (iii) has performed such services for a Participating Company on a substantially full-time basis for a period of at least one year; (iv) performs services under the primary direction and control of the service recipient; (v) is not a participant in a qualified money purchase plan maintained by the leasing organization which provides for a nonintegrated employer contribution of at least 10 percent of such person's annual compensation and provides for immediate participation and full and immediate vesting; and (vi) meets such other requirements as may be set forth in Code § 414(n). Leased Employees shall be considered Employees for purposes of the application of the nondiscrimination rules of Code § 410(b) to this Plan, but shall not be eligible to participate in the Plan. Individuals who are not classified as common law employees by a Participating Company shall not be eligible to participate in the Plan, even if such individuals are subsequently reclassified as common law employees by the Internal Revenue Service or any other entity for employment tax purposes.

(c) Individuals (if any) who are considered by a Participating Company to be independent contractors, but who may be determined for any other purpose to be employees of a Participating Company. The characterization on the books and records of a Participating Company of the relationship of the individual and a Participating Company (if any) shall be conclusive of the individual's status for purposes of the Plan. Such individuals shall not be eligible to participate in the Plan, even if such individuals are subsequently reclassified as common law employees by the Internal Revenue Service or any other entity for employment tax purposes.

(d) Such employees as are included in a classification set up by a Participating Company which classification does not discriminate in favor of employees who are officers, shareholders, or highly compensated.

ARTICLE III

FUNDING

3.1 Contributions. A Participating Company shall make contributions to the Plan at such times and in such amounts as the Actuary may certify to the Benefit Committee as being not less than the amounts required to be contributed under Title 1, Part 3 of ERISA and Code § 412. The contributions shall be allocated among the Participating Companies in proportion to their percentage of the total payroll for all Participating Companies as of the beginning of the Plan Year which is attributable to Employees eligible to participate in this Plan, or in such other manner as the Benefit Committee may determine is necessary in order to comply with applicable Internal Revenue Service requirements, provided that no Participating Company shall be allocated an amount that cannot be deducted under Code §§ 413(c)(6) and 404(a).

3.2 Administrative Expenses. Costs and expenses of administering the Plan, including without limitation, PBGC premiums, investment manager's fees, and costs incurred in the operation of the Plan shall be paid by each Participating Company, as determined by the Benefit Committee, and shall be allocated among the Participating Companies in proportion to their percentage of the total payroll for all Participating Companies as of the beginning of the Plan Year which is attributable to Employees eligible to participate in this Plan.

3.3 Forfeitures. Any forfeiture under the Plan arising from Termination of Employment, death or any other reason shall not be applied to increase the benefits of any Participant prior to terminations of the Plan, but shall be applied instead to reduce Participating Company contributions.

ARTICLE IV

ELIGIBILITY FOR PENSION BENEFITS

4.1 Normal Retirement Benefit. A Participant shall be eligible to receive a Normal Retirement Benefit upon attaining Normal Retirement Age if such Participant is an Employee at such time.

4.2 Unreduced Early Retirement Benefit. Effective January 1, 2002 for all Participants who are members of the International Guards Union of America and all Participants who are not members of a union and effective February 1, 2002 for all Participants who are members of the Security Police and Firemen Professionals of America, a Participant shall be eligible to receive an Unreduced Early Retirement Benefit if and when such Participant has:

(a) completed at least ten years of Credited Service and retires at or after age 62;

(b) completed at least 30 years of Credited Service and retires on or after age 60 but before age 62; or

(c) accumulated 81 points, where each year of the Participant's Age and each year of Credited Service count for one point.

For purposes of paragraph (a) of this Section 4.2, if a Participant's Employment is Terminated by a Participating Company for any reason other than for cause, such Participant shall be credited with up to two years for purposes of satisfying the Age and/or Credited Service requirements of this Section 4.2 (but additional Credited Service awarded under this paragraph shall not be taken into account for purposes of Section 5.1). For purposes of paragraph (c), if a Participant is terminated by a Participating Company for any reason other than for cause, such Participant shall be credited with up to two years (points) for Age only. For purposes of the Age and Credited Service under this Section 4.2, a portion of a year (completed months (28 or more days in a month shall be treated as a completed month) divided by 12) shall be treated as a fraction of a point.

For purposes of this Section 4.2, age shall mean actual chronological age expressed in years, months and days.

4.3 Reduced Early Retirement Benefit. A Participant shall be eligible to receive a Reduced Early Retirement Benefit (reduced pursuant to Section 5.2) if the Participant has completed at least ten years of Credited Service and retires at or after age 50 but before age 62. Such benefit shall be paid upon written request (in such manner as the Benefit Committee may from time to time determine) and in lieu of the benefit under Section 4.2. If a Participant's Employment is Terminated by a Participating Company for any reason other than for cause, such Participant shall be credited with up to two years for purposes of satisfying the Age and/or Credited Service requirements of this Section 4.3 (but additional Credited Service awarded under this paragraph shall not be taken into account for purposes of Section 5.2). For purpose of this Section 4.3, age shall mean actual chronological age expressed in years, months and days.

4.4 Continued Participation Upon Disability. A Participant who becomes eligible for benefits under a Participating Company's Long Term Disability Plan shall be treated as continuing to participate in the Plan as set forth in this Section. If the Participant's Disability continues until the date on which the Participant attains age 65, the Participant shall be deemed to Retire on that date with a Normal Retirement Benefit and, for purposes of calculating such Retirement Benefit under this Section, the Participant shall be (a) deemed to have continued to earn Compensation during the period of such Disability at the same rate as the Participant's Compensation on the date such Disability commenced and (b) credited with Company Service Credit during the period of such Disability. If such Disability ends prior to the date on which Participant attains age 65 and the Participant returns to the employ of a Participating Company immediately upon ceasing to be Disabled, the Participant shall be credited with Company Service Credit for the period of such Disability. If such Disability ends prior to the date on which the Participant attains age 65 and the Participant does not return to the employ of a Participating Company immediately upon ceasing to be Disabled, the Participant shall be deemed to have Terminated Employment on the date such Disability commenced.

4.5 Vested Retirement Benefit. A Participant who Terminated Employment with a Participating Company after completing at least five years of Credited Service shall be eligible to receive a Vested Retirement Benefit commencing upon written request (in such manner as the Benefit Committee may from time to time determine) by such Participant to a Participating Company provided, however, that such Retirement Benefit shall in no event commence prior to the date the Participant attains age 50. A Participant who meets the service requirement for Early Retirement upon termination of employment and who is entitled to receive a vested benefit, shall commence to receive a benefit which is not less than the reduced Normal Retirement Benefit upon satisfaction of the age requirement.

For purposes of this Section 4.5 only, in determining whether a Participant has at least five years of Credited Service, the definition of "Credited Service" shall also include an Employee's employment with an Affiliate of a Participating Company prior to the date such individual becomes an Employee if such Employee was employed by an Affiliate of a Participating Company and immediately thereafter became employed by a Participating Company that has adopted this Plan.

4.6 Deferred Retirement Benefit. A Participant shall be eligible to receive a Deferred Retirement Benefit upon the Participant's Deferred Retirement Date.

4.7 Deferral of Normal or Deferred Retirement Benefit. A Participant who has attained Early Retirement Age or Normal Retirement Age may elect in writing, in such manner as may be provided by the Benefit Committee from time to time, to defer such Participant's Early, Normal or Deferred Retirement Benefit (as the case may be), but in no event shall such deferral extend beyond the later of (i) April 1st of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2); or (ii) April 1 of the calendar year following the calendar year in which the Participant Retires. The Retirement Benefit that the Participant shall receive upon such Participant's actual retirement shall be the same Retirement Benefit that the Participant would have received had the Participant not deferred commencement of the receipt of such Retirement Benefit, without any actuarial adjustment thereto; provided, however, that actuarial adjustments will be made to the extent provided in Section 1.2 of the Plan.

4.8 Guard Supplement. A Participant whose job requires compliance with the medical and physical fitness standards as described in 10 CFR Part 1046 for at least ten years in the last twelve years of employment shall be eligible to receive upon his retirement until age 65 the greater of: (i) the amount determined under Section 5.1 or 5.2 (as applicable), or (ii) the benefit described in Section 5.7. Upon attaining age 65, the benefit shall be the amount calculated under Section 5.1 or 5.2 (as applicable).

ARTICLE V

RETIREMENT BENEFITS

5.1 Computation of Normal Retirement Benefit, Unreduced Early Retirement Benefit and Deferred Retirement Benefit. The monthly amount of any pension benefit payable to a Participant eligible for either a Normal Retirement Benefit, an Unreduced Early Retirement Benefit or a Deferred Retirement Benefit shall be computed by taking the largest of:

(a) 1.2 percent of average monthly Compensation, where average monthly Compensation is the greater of (i) or (ii), and

- (i) is 1/36th of Compensation for the three full calendar years in which Compensation was largest during the 10 full calendar years next preceding the date of retirement; and
- (ii) is 1/36th of Compensation for the 36 full calendar months next preceding the date of retirement; provided that for purposes of this calculation (a) the Compensation received in any calendar month within the third preceding calendar year shall be the total Compensation received in such year divided by the number of months worked in such year multiplied by the number of years of the Participant's Credited Service, plus \$18; or

(b) \$5 multiplied by the first ten years (and months) of the Participant's Credited Service, plus \$7 multiplied by each of the next ten years (and months) of the Participant's Credited Service, plus \$9 multiplied by the number of years (and months) of the Participant's Credited Service in excess of 20 years, plus 10 percent (reduced by one percent for each year by which the Participant's full years of Credited Service fall short of eight years) of the average monthly Compensation determined for the Participant under (a) above, plus \$18; or

(c) 1.5 percent of the average monthly Compensation determined for the Participant under paragraph (a) multiplied by the number of years (and months) of the Participant's Credited Service, less a percentage of such Participant's actual or projected Social Security Benefit equal to 1.5 percent times the Participant's years (and months) of Credited Service up to a maximum of the lesser of 50 percent or such maximum percentage as is allowed under the Regulations of the Internal Revenue Service; and deducting therefrom:

(d) (i) the full amount of any public pension derived from Credited Service, and for which benefits have been directly or indirectly provided by a Participating Company, except benefits under the Federal Social Security Act or a military pension, which are paid or would be payable if applied for, and (ii) the amount of any benefit the Participant is entitled to receive from the retirement or pension plan of any Participating Company.

5.2 Computation of Reduced Early Retirement Benefit. A Participant who is eligible for a Reduced Early Retirement Benefit, but is not eligible for either a Normal Retirement Benefit or an Unreduced Early Retirement Benefit, shall receive, commencing upon such Participant's retirement, a monthly benefit computed by taking the largest of:

(a) the benefit computed under paragraph (a) of Section 5.1, deducting therefrom the amount described in paragraph (d) of Section 5.1, reduced by a factor in accordance with Table 1; or

(b) the benefit computed under paragraph (b) of Section 5.1, deducting therefrom the amount described in paragraph (d) of Section 5.1, reduced by a factor in accordance with Table 1; or

(c) the benefit computed under paragraph (c) of Section 5.1, reducing the amount of the benefit by a factor in accordance with Table 1 before the reduction for the Participant's Social Security Benefit, then deducting therefrom the amount described in paragraph (d) of Section 5.1.

To avoid a reduction by the factor in Table 1, a Participant may defer the commencement of benefits payable under this Section 5.2 until the date when such Participant could first have satisfied the eligibility requirements for a Normal Retirement Benefit or an Unreduced Early Retirement Benefit. For purposes of this Section 5.2, a Participant will accrue no additional Credited Service after Termination of Employment.

5.3 Computation of Vested Retirement Benefit. The monthly amount of any Vested Retirement Benefit hereof shall be computed by taking the largest of (a), (b) or (c) below, after the deduction in (d):

(a) Regular Formula. 1.2 percent of average monthly Compensation multiplied by the number of Years (and months) of the Participant's Credited Service, where average monthly Compensation is the greater of (i) or (ii), where:

- (i) is 1/36th of Compensation for the three full calendar years in which Compensation was largest during the 10 full calendar years next preceding the date of retirement; and
- (ii) is 1/36th of Compensation for the 36 full calendar months next preceding the date of retirement; provided that for purposes of this calculation Compensation (as defined in Section 1.16) received in any calendar month within the third preceding calendar year shall be the total Compensation received in such year divided by the number of months worked in such year; plus an additional benefit of \$18, provided that the \$18 additional benefit shall be multiplied by a fraction, the numerator of which is the actual number of Years (and months) of Credited Service completed by the Participant and the denominator of which is the total number of Years (and months) of Credited Service that would be credited if separation from service occurred at Normal Retirement Age, with the result being such Participant's additional benefit; or

(b) Minimum Formula. \$5 multiplied by the first ten Years (and months) of the Participant's Credited Service, plus \$7 multiplied by each of the next ten Years (and months) of the Participant's Credited Service, plus \$9 multiplied by the number of Years (and months) of the Participant's Credited Service in excess of 20 years, plus ten percent (reduced by one percent for each year by which the Participant's full Years of Credited Service are less than ten years) of the average monthly Compensation determined for the Participant under paragraph (a) above, plus an additional benefit of \$18, provided that the \$18 additional benefit shall be multiplied by a fraction, the numerator of which is the actual number of Years (and months) of Credited Service completed by the Participant and the denominator of which is the total number of Years (and months) of Credited Service that would be credited if separation from service occurred at Normal Retirement Age, with the result being such Participant's additional benefit; or

(c) Alternate Formula. Under the alternate formula, the monthly amount of the Vested Retirement Benefit payable at the Participant's Normal Retirement Age is equal to: (i) 1.5% of the Participant's average monthly Compensation (determined under Section 5.1(a) as of the date of the Participant's Termination of Employment) multiplied by the Years (and months) of Credited Service with which the Participant would be credited if the Participant continued in employment until the Participant's Normal Retirement Age, reduced by (ii) 1.5% times Years of Credited Service with which the Participant would be credited if employment continued until the Participant's Normal Retirement Age (up to 33-1/3%) multiplied by the Participant's Social Security Benefit at his Normal Retirement Age (assuming earnings continued until Normal Retirement Age at the same rate as at Termination of Employment), multiplied by (iii) a fraction, the numerator of which is the Participant's actual Years (and months) of Credited Service and the denominator of which is the projected Years (and months) of Credited Service to Normal Retirement Age; and deducting from the result in (a), (b) or (c) the amount in (d) below:

(d) (i) the full amount of any public pension derived from Credited Service, and for which benefits have been directly or indirectly provided by a Participating Company, except benefits under the Federal Social Security Act or a military pension, which are paid or would be payable if applied for; and (ii) the amount of any benefit the Participant is entitled to receive from the retirement or pension plan of any Participating Company.

5.4 Actuarial Reduction of Vested Retirement Benefit. In the event that a Vested Retirement Benefit computed under Section 5.3 commences prior to Normal Retirement Age, then such benefits shall be reduced by 5/9 of one percent for each month of commencement prior to age 65 and after age 62, and 5/12 of one percent for each month of commencement prior to age 62.

5.5 Level Retirement Benefits. In lieu of the monthly benefit provided in Sections 5.1 or 5.2, a Participant, who retires prior to the earliest age of entitlement to a reduced primary old age insurance benefit under the Federal Social Security Act, may elect to have the Participant's Retirement Benefit actuarially increased prior to such age and reduced thereafter to provide, as far as practicable, a level retirement income before and after entitlement to Federal Social Security payments, with such Retirement Benefit being determined in accordance with actuarial factors as determined by the Actuary. This election shall be made in such form as the Benefit Committee may prescribe and may not be changed after the effective date of the Participant's retirement.

5.6 Form of Payment. If a Participant has no spouse, then such Participant's Retirement Benefit shall be paid in the form of an annuity for the life of the Participant. If the Participant has a spouse, then such Participant's Retirement Benefit shall be paid as a Qualified Joint and Survivor Annuity under Article VI, provided, however, that such normal form of payment shall be subject to any election made by the Participant under Article VI. This Section 5.6 is subject to Section 8.2.

5.7 Computation of Guard Supplement. Based on full years of Credited Service, the amount of monthly supplement payable under Section 4.8, if any, shall be the greater of the amount computed in Sections 5.1 or 5.2, with a minimum percent of eligible earnings as described in the following table:

| <u>Completed Years of Service</u> | <u>Percent of Eligible Earnings</u> |
|---------------------------------------|---|
| 10 | 12 |
| 11 | 13 |
| 12 | 14 |
| 13 | 15 |
| 14 | 16 |
| 15 | 17 |
| 16 | 18 |
| 17 | 19 |
| 18 | 21 |
| 19 | 23 |
| 20 | 25 |
| 21 | 26 |
| 22 | 27 |
| 23 | 28 |
| 24 | 29 |
| 25 | 30 |
| 26 | 31 |
| 27 | 32 |
| 28 | 33 |
| 29 | 34 |
| 30 & ABOVE | 35 |

5.8 Maximum Benefit. With respect to Plan Years beginning after January 1, 2001, a Participant who is a highly compensated employee as defined in Code § 414(q) may not accrue an annual benefit in excess of 1.398 percent of Compensation for the three full calendar years in which Compensation was largest during the 10 full calendar years next preceding the date of retirement.

ARTICLE VI

QUALIFIED SURVIVOR ANNUITIES

6.1 Payment of Qualified Joint and Survivor Annuity. Subject to Section 6.6, a Participant who Retires and is married shall receive payment of such Participant's Accrued Benefit as a Qualified Joint and Survivor Annuity, which annuity shall not be subsidized. However, if a Participant's spouse predeceases the Participant and such spouse's death occurs after the Participant's Annuity Starting Date, the Participant's Accrued Benefit shall be recomputed prospectively as if the Participant was not married on such Annuity Starting Date.

6.2 Payment of Qualified Preretirement Survivor Annuity. If a Participant who is entitled to a Retirement Benefit dies before the Participant's Annuity Starting Date and is survived by a spouse, then a Qualified Preretirement Survivor Annuity shall be provided to such spouse commencing in the month designated in Sections 6.11 or 6.12, as the case may be.

6.3 Waiver. A Participant may elect to waive payment of a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity, as the case may be, at any time during the Applicable Election Period. A Participant may revoke any such waiver at any time during the Applicable Election Period. If such waiver is effective under Section 6.4, a Participant's Retirement Benefit shall be a monthly annuity for the Participant's lifetime, provided, however, that the Participant (other than a Participant who is eligible for a Vested Retirement Benefit) may provide for a Designated Beneficiary. If a Participant's Designated Beneficiary predeceases the Participant and such Designated Beneficiary's death occurs after the Participant's Annuity Starting Date, the Participant's Accrued Benefit shall be recomputed prospectively as if such Retirement Benefit had been distributed in the form of a monthly annuity for the Participant's lifetime commencing on such Annuity Starting Date.

6.4 Spousal Consent. No waiver elected under Section 6.3 shall be effective unless the Participant's spouse consents in writing to such waiver, such waiver designates a beneficiary (or a form of benefits) which may not be changed without the spouse's consent (or the spouse's consent expressly permits designations by the Participant without any requirement of further consent by the spouse), the terms of such consent acknowledge the effect of the waiver, and the waiver is witnessed by a representative of the Benefit Committee or a notary public.

The provisions of the preceding paragraph shall not be applicable if the Benefit Committee is satisfied that the required consent cannot be obtained because either (a) the Participant does not have a spouse, (b) the spouse cannot be located, or (c) of such other circumstances as the Secretary of the Treasury may prescribe by regulations. Any consent by a spouse or the establishment that the consent of a spouse cannot be obtained shall only be effective with respect to such spouse.

6.5 Required Information. (a) The Benefit Committee shall provide to each Participant within a reasonable period of time before the Annuity Starting Date (pursuant to such regulations as may be prescribed by the Secretary of the Treasury) a written explanation of: (i) the terms and conditions of the Qualified Joint and Survivor Annuity; (ii) the Participant's right to make, and the effect of, an election to waive the Qualified Joint and Survivor Annuity; (iii) the rights of the Participant's spouse under Section 6.4; and (iv) the right to make, and the effect of, a revocation of an election under Section 6.3. The written explanation described in Code § 417(a)(7)(A) may be provided after the annuity starting date. The ninety (90) day applicable election period to waive the qualified joint and survivor annuity described in Code § 417(a)(7)(A) shall not end before the thirtieth (30th) day after the date on which such explanation is provided. However, a Participant may elect (with any applicable spousal consent) to waive any requirement that the written explanation be provided at least thirty (30) days before the annuity starting date (or waive the thirty (30) day requirement specified above) if the distribution commences more than seven (7) days after such explanation is provided.

(b) The Benefit Committee shall also provide to each Participant a written explanation of the Qualified Preretirement Survivor Annuity comparable to the explanation described under paragraph (a). Such written explanation shall be furnished to the Participant within the last to end of the following periods:

- (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan

Year preceding the Plan Year in which the Participant attains age 35;

- (ii) a reasonable period after the individual becomes a Participant;
- (iii) a reasonable time after survivor benefits, if subsidized, cease to be subsidized; and
- (iv) a reasonable period after separation from service in case of a Participant who separates from service before attaining age 35.

6.6 One-Year Marriage Requirement. The spouse of a Participant who is eligible for a Vested Retirement Benefit shall not be entitled to receive a survivor-annuity under this Article unless such Participant and such spouse were married throughout the one-year period ending on the earlier of the Participant's Annuity Starting Date or the date of the Participant's death. However, if such Participant marries within one year before the Annuity Starting Date and the Participant and spouse have been married for at least a one-year period ending on or before the date of the Participant's death, such Participant and such spouse shall be considered as having been married throughout the one-year period ending on the Participant's Annuity Starting Date.

6.7 Lump Sum Distribution. Subject to Section 8.4, the lump sum Actuarial Equivalent of a Qualified Joint and Survivor Annuity under this Article may be immediately distributed without the written consent of the Participant or the Participant's spouse if such amount does not exceed One Thousand Dollars (\$1,000) on the date of distribution. No such distribution shall be made after the Annuity Starting Date unless the Participant and the Participant's spouse, or the surviving spouse if the Participant has died, consent in writing to such distribution.

The present value of the lump sum Actuarial Equivalent of a Qualified Joint and Survivor Annuity shall be determined using the 83 GAM (blended) mortality table, provided that the interest rate used for the entire Plan Year shall be the annual rate on 30-year Treasury securities for the immediately preceding November.

Effective for Plan Years beginning on or after January 1, 2002, the present value of the lump sum Actuarial Equivalent of a Qualified Joint and Survivor Annuity shall be determined using the mortality table prescribed in Rev. Rul. 2001-62 and the interest rate used for the entire Plan Year shall be the annual rate on 30-year Treasury securities for the November immediately preceding the Plan Year of the distribution.

6.8 Effect of Domestic Relations Order. If a Participating Company or the Benefit Committee receives a qualified domestic relations order (as defined in Code § 414(p)(1)(A)), the provisions of this Article shall not be applicable except to the extent they are consistent with the terms of such order.

6.9 Remarriage of Spouse. In no event shall a survivor annuity under this Article be payable to the spouse of a Participant's former spouse.

6.10 Death Prior to Accruing Vested Retirement Benefit. No benefits shall be paid under the Plan to a Participant who dies prior to accruing a Vested Retirement Benefit.

6.11 Commencement Date and Distribution of Survivor's Benefits for Active Employees. The spouse of a Participant who dies while in the service of a Participating Company after completing at least five years of Credited Service shall be eligible to receive a Survivor's Benefit as determined under Article VI, which Survivor's Benefit shall be payable over the life expectancy of such spouse. If such Participant completed at least ten years of Credited Service, payment of such Survivor's Benefit shall commence on the first day of the month following the month in which the Participant died. If such Participant completed at least five years of Credited Service but less than ten years of Credited Service, payment of such Survivor's Benefit shall commence on the first day of the month following the day on which the Participant would have attained age 65 had the Participant lived. If, after commencing receipt of such Survivor's Benefit, the spouse dies, then such benefit shall be divided and paid in equal shares to any Dependent Children of the deceased Participant until age 23, or loss of Dependent Child status, or death, if earlier. A child of the deceased Participant who is totally and permanently disabled when he reaches age 23 shall continue to share in the Survivor's Benefit. If such Participant has no spouse at death, then Dependent Children, if any, shall receive a Survivor's Benefit, commencing not later than one month after the date of the Participant's death (or such later date as the Secretary of the Treasury or his or her delegate may prescribe), until age 23, or loss of Dependent Child status, or death, if earlier. A child of the deceased Participant who is totally and permanently disabled when he reaches age 23 shall continue to share in the Survivor's Benefit. If there is no spouse and no Dependent Child, then the Survivor's Benefit shall be divided and paid in equal shares commencing not later than one year after the date of the Participant's death (or such later date as the Secretary of the Treasury or his or her delegate may prescribe) to any surviving Dependent Parent of the deceased Participant, who shall then receive such Survivor's Benefit for life. If one or more of the multiple recipients receiving the Survivor's Benefit ceases to be eligible to continue to receive the recipient's share for any reason, the remaining recipients shall continue to draw only their respective shares.

6.12 Commencement Date and Distribution of Survivor's Benefits for Terminated Vested Employees. If a Participant dies while not in the service of a Participating Company after having completed at least five years of Credited Service but before payment of the Participant's Retirement Benefit begins, his or her Spouse shall be eligible to receive a Survivor's Benefit as determined under Section 6.14. If the Participant dies after attaining age 50, payment of such Survivor's Benefit shall commence on the first day of the month following the month in which the Participant died. If the Participant dies before attaining age 50, payment of such Survivor's Benefit shall commence on the first day of the month coinciding with or next succeeding the day on which the Participant would have attained age 50 had such Participant survived. If a Participant who had completed five years of Credited Service dies while not in the service of a Participating Company and has no spouse at the date of such Participant's death or one year prior thereto, then, subject to Section 6.8, no benefits shall be paid under the Plan with respect to such Participant.

6.13 Computation of Survivor's Benefit for Active Employees. A deceased Employee's Beneficiary who becomes eligible for a Survivor's Benefit under Section 6.11 shall, if the deceased Employee completed ten years of Credited Service, receive a monthly benefit equal to 50 percent of the monthly benefit the deceased Employee would have received if such Employee had or could have Retired on the date of such Employee's death without regard to the limitations described in Article VII; provided that if such Beneficiary is a spouse more than five

years younger than the deceased Employee, such monthly benefit shall be reduced by ½ percent for each full year over five that such spouse is younger than the deceased Employee; and provided further that in no event shall the amount of the monthly benefit provided under Section 6.11 be reduced below 25 percent of the monthly Retirement Benefit which the Employee had accrued at the date of such Employee's death. A deceased Employee's Beneficiary who becomes eligible for a Survivor's Benefit under Section 6.11 shall, if the deceased Employee completed five or more years of Credited Service but less than ten years of Credited Service, receive a monthly benefit equal to 50 percent of the monthly benefit the deceased Employee would have received if such Employee had terminated employment on the day of his or her death and elected to receive his or her Retirement Benefit commencing at age 65 in the form of a Qualified Joint and Survivor Annuity without regard to the limitations described in Article VII; provided that the Beneficiary may elect to receive such Survivor's Benefit commencing on any day on or after the Participant's date of death except that if the Employee died prior to attaining age 50, the payment of such benefits may not commence earlier than the date on which the Employee would have attained age 50 had the Employee lived; and provided further that such benefit shall be reduced by 6-2/3 percent for each year (up to 3 years) before age 65 plus 5 percent for each year before age 62 that the payment of benefits commences.

6.14 Computation of Survivor's Benefit for Terminated Vested Employees. A Participant whose spouse would be eligible to receive a Qualified Preretirement Survivor Annuity under Section 6.12 as computed pursuant to Section 6.13 shall be charged by the Plan for providing such benefit to the Participant's spouse in accordance with Table 3. Such charge shall reduce not only the amount of the Qualified Preretirement Survivor Annuity that the Participant's spouse would receive upon such Participant's death, but also the Retirement Benefit that the Participant shall receive at the Participant's Annuity Starting Date if said Participant survives to such date.

ARTICLE VII

LIMITATION ON ANNUAL BENEFITS

7.1 Maximum Limitations on Benefits.

(a) Effective Date. The limitations of this Article VII shall apply in Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.

(b) General Rule. The Annual Benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit. The limitations of this Article VII shall be determined and applied taking into account the rules in Section 1.415(f)-1(d), (e) and (h) of the Income Tax Regulations.

(c) Participation in Another Qualified Defined Benefit Plan. If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Participating Company that employs such Participant or a predecessor of such Participating Company, the sum of the

Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit.

(d) Definitions.

(i) Annual Benefit. A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusted for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Section 1.401(a)-20, Q&A 10(d), and with regard to Section 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations. No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature (such as a cost-of-living index figure), provided the form of benefit is not subject to Section 417(e)(3) of the Code and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Section 415(d) of the Code.

For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form. The determination of the Annual Benefit shall take into account social security supplements described in Section 411(a)(9) of the Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Section 1.411(d)-4, Q&A-3(c), of the Income Tax Regulations, but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section (1) or (2) below, depending upon whether or not the benefit form is subject to Code Section 417(e)(3).

- (1) Benefit Forms Not Subject to § 417(e)(3). The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section (1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the

reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in § 401(a)(11)).

(1) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in Sections 1.2 and 6.7 of the Plan; and (II) a 5 percent interest rate and the Mortality Table, as defined in Section (d)(x) of this Article VII.

(2) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate and the Mortality Table, as defined in Section (d)(x) of this Article VII.

(2) Benefit Forms Subject to § 417(e)(3). The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section (i)(1), such as a lump sum distribution. In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(1) Annuity Starting Date in Plan Years Beginning After 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of (I) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the (I) the interest rate and mortality table (or other tabular factor) specified in Sections 1.2 and 6.7 of the Plan; and (II) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the Mortality Table, as defined in Section (d)(x) of this Article VII; and (III) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and mortality table (or other tabular factor) specified in Sections 1.2 and 6.7 of the Plan, divided by 1.05.

(2) Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or

other tabular factor) specified in Sections 1.2 and 6.7 of the Plan; and (II) a 5.5 percent interest rate assumption and the Mortality Table, as defined in Section (d)(x) of this Article VII.

If the annuity starting date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of this Section shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this Article, except that the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount: (I) the interest rate specified in Sections 1.2 of the Plan; (II) the applicable interest rate and mortality table (or other tabular factor) specified in Sections 1.2 and 6.7 of the Plan; and (III) the applicable interest rate defined in Section 1.2 of the Plan (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the applicable mortality table defined in Section 6.7 of the Plan.

(ii) Compensation. Compensation shall have the meaning as specified in Section 1.16 the Plan. For Limitation Years beginning on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of 2½ months after an Employee's Severance from Employment with his Participating Company or the end of the Limitation Year that includes the date of the Employee's Severance from Employment with his Participating Company, if: (a) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a Severance from Employment, the payments would have been paid to the Employee while the Employee continued in employment with his Participating Company; or (b) the payment is for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to use if employment had continued; or (c) the payment is received by the Employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

Any payments not described above shall not be considered compensation if paid after Severance from Employment, even if they are paid by the later of 2½ months after the date of Severance from Employment or the end of the Limitation Year that includes the date of Severance from Employment, except, (a) payments to an individual who does not currently perform services for his Participating Company by reason of qualified military service (within the meaning of Section 414(u)(1) of the Code) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Company rather than entering qualified military service; or (b) compensation paid to a Participant who is permanently and totally disabled, as defined in Section 22(e)(3) of the Code, provided, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period, or the Participant was not a highly compensated employee, as defined in Section 414(q) of the Code, immediately before becoming disabled.

Back pay, within the meaning of Section 1.415(c)-2(g)(8) of the Treasury regulations, shall be treated as compensation for the Limitation Year to which the back pay relates to the

extent the back pay represents wages and compensation that would otherwise be included under this definition.

Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in Compensation but for an election under Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code.

(iii) Defined Benefit Compensation Limitation: One hundred percent of a Participant's High Three-Year Average Compensation, payable in the form of a straight life annuity. In the case of a Participant who has had a Severance from Employment, the Defined Benefit Compensation Limitation applicable to the Participant in any Limitation Year beginning after the date of severance shall be automatically adjusted by multiplying the limitation applicable to the Participant in the prior Limitation Year by the annual adjustment factor under Section 415(d) of the Code that is published in the Internal Revenue Bulletin. The adjusted compensation limit shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

In the case of a Participant who is rehired after a Severance from Employment, the Defined Benefit Compensation Limitation is the greater of one hundred percent of the Participant's High Three-Year Average Compensation, as determined prior to the Severance from Employment, as adjusted pursuant to the preceding paragraph, if applicable; or one hundred percent of the Participant's High Three-Year Average Compensation, as determined after the Severance from Employment under Section (d)(v).

(iv) Defined Benefit Dollar Limitation: Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under § 415(d) of the Code, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the Defined Benefit Dollar Limitation under Section 415(d) of the Code shall apply to Participants who have had a separation from employment.

(v) High Three-Year Average Compensation: The average compensation (as defined in Section (d)(ii) above) for the three consecutive Years of Service (or, if the Participant has less than three consecutive Years of Service, the Participant's longest consecutive period of service, including fractions of years, but not less than one year) with his Participating Company that produces the highest average. In the case of a Participant who is rehired by his Participating Company after a Severance from Employment, the Participant's High Three-Year Average Compensation shall be calculated by excluding all years for which the Participant performs no services for and receives no compensation from his Participating Company (the break period) and by treating the years immediately preceding and following the break period as consecutive. A Participant's compensation for a Year of Service shall not include compensation in excess of the limitation under Section 401(a)(17) of the Code that is in effect for the calendar year in which such year of service begins.

(vi) Maximum Permissible Benefit: The lesser of the Defined Benefit Dollar Limitation or the Defined Benefit Compensation Limitation (both adjusted where required, as provided below).

- (1) Adjustment for Less Than 10 Years of Participation or Service. If the Participant has less than 10 years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10. In the case of a Participant who has less than ten Years of Service with his Participating Company, the Defined Benefit Compensation Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of years (or part thereof, but not less than one year) of Service with his Participating Company, and (ii) the denominator of which is 10.
- (2) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65. Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65. If the Annuity Starting Date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Section (vi)(2)(1), as modified by Section (vi)(2)(3). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Section (vi)(2)(2), as modified by Section (vi)(2)(3).

(1) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.

a. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section (vi)(1) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in Sections 1.2 and 6.7 of the Plan, or (2) a 5-percent interest rate assumption and the Mortality Table, as defined in Section (d)(x) of this Article VII.

b. Limitation Years Beginning on or After July 1, 2007.

i. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an

immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section (vi)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section (d)(x) of this Article VII (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

ii. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section (iv)(2)(1)(b)(i) and the Defined Benefit Dollar Limitation (adjusted under Section (vi)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

(2) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

a. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section (vi)(1) for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in Sections 1.2 and 6.7 of the Plan, or (2) a 5-percent interest rate assumption and the Mortality Table, as defined in Section (d)(x) of this Article VII.

b. Limitation Years Beginning Before July 1, 2007.

i. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar

Limitation (adjusted under Section (vi)(1) for years of participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Sections 1.2 and 6.7 of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

ii. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Section (vi)(2)(1)(b)(i) and the Defined Benefit Dollar Limitation (adjusted under Section (vi)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(3) Notwithstanding the other requirements of this Section (vi)(2), no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Section 417(c) of the Code, upon the Participant's death.

(3) Minimum benefit permitted: Notwithstanding anything else in this Section (vi)(2) to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit Plans (without regard to whether a Plan has been terminated) ever maintained by the Participant's Participating Company do not exceed \$10,000 multiplied by a fraction – (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the Participating Company, and (II) the denominator of which is 10; and (ii) the Participating Company (or a predecessor) has not at any time maintained a defined contribution Plan in which the Participant

participated (for this purpose, mandatory employee contributions under a defined benefit Plan, individual medical accounts under Section 401(h) of the Code, and accounts for postretirement medical benefits established under Section 419A(d)(1) of the Code are not considered a separate defined contribution Plan).

(vii) Severance from Employment. An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Participating Company maintaining the Plan. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new company maintains the Plan with respect to the Employee.

(viii) Year of Participation. For purposes of determining whether a Participant has at least 10 Years of Participation in the context of Section (vi)(1) above, the Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Section 415(c)(3)(C)(i) of the Code for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

(ix) Year of Service. For purposes of the definition of "High Three-Year Average Compensation," the Participant shall be credited with a Year of Service (computed to fractional parts of a year) for each accrual computation period for which the Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, taking into account only service with the Company or a predecessor Company.

(x) Mortality Table. For purposes of adjusting any benefit or limit under Code §§ 415(b)(2)(B), (C), or (D), the mortality table used shall be the mortality table prescribed by the Secretary of the Treasury as provided in Code § 415(b)(2)(E)(v).

ARTICLE VIII

PAYMENT OF BENEFITS

8.1 Commencement of Benefits. Except as otherwise provided in the Plan, each Retirement Benefit payable under the Plan shall be paid in monthly installments:

(a) In the case of a benefit payable to a former Employee under Section 4.5, beginning with the month next following the month in which a written request is received by the Benefit Committee, provided, however, that such payments shall commence (i) not before such former Employee attains age 50 and (ii) not later than the later of the April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2) or the April 1 of the calendar year following the calendar year in which such Participant Retires.

(b) In the case of a Participant's survivor eligible for a benefit under the Plan, beginning with the month next following the month in which the Participant dies except as expressly provided in Sections 6.11 and 6.12;

(c) In the case of a Participant who (i) attained age seventy and one-half (70-1/2) before January 1, 1988 and (ii) was not a five-percent owner (as defined in Code § 416(i)) of a Participating Company during the calendar year in which the Participant attained age 66-1/2 or any year thereafter, beginning with the month next following the month in which such Participant Retires; and

(d) Unless the Participant otherwise elects under the terms of this Plan, beginning not later than the 60th day after the latest of the close of the Plan Year in which (i) the Participant attains Normal Retirement Age, (ii) occurs the 10th anniversary of the Participant's commencement of participation in the Plan, or (iii) the Participant terminates service with a Participating Company.

(e) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of Code § 401(a)(9) in accordance with the regulations under Code § 401(a)(9), notwithstanding any provision of the Plan to the contrary. Accordingly, the requirements specified in this Section (e) shall apply.

(i) Time and Manner of Distribution

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will

begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (i)(2), other than subsection (i)(2)(1), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (e)(2) and subsection (v), distributions are considered to begin on the Participant's Required Beginning Date (or, if subsection (e)(2)(4) applies, the date distributions are required to begin to the surviving spouse under subsection (e)(2)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under section (e)(2)(1)), the date distributions are considered to begin is the date distributions actually commence.

(3) Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with subsections (ii), (iii) and (iv) of this subsection (e). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code § 401(a)(9) and applicable Treasury regulations.

(ii) Determination of Amount to be Distributed Each Year.

(1) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) distributions will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection (iii) or (iv);

(3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(4) payments will either be nonincreasing or increase only as follows:

a. by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics; or

b. to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (iv) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Code § 414(p).

(2) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (i)(2)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(iii) Requirements For Annuity Distributions That Commence During Participant's Lifetime.

(1) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

- (2) Period Certain Annuities. Unless the Participant's spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (iii)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(iv) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- (1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in subsection (i)(2)(1) or (2), over the life of the Designated Beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the annuity starting date is before the first distribution calendar year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his interest begins, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this subsection (iv) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection (i)(2)(1).

(v) Definitions.

- (1) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to subsection (i)(2).
- (2) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
- (3) Required Beginning Date. For a Participant who is not a Five- Percent Owner, the Required Beginning Date is the April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70-1/2, or (ii) the calendar year in which the Participant retires. The required beginning date for a Participant who is a Five-Percent Owner is April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2.

8.2 Involuntary Cash Out of Small Benefits. If a Participant has terminated active participation in the Plan and the Actuarial Equivalent of such Participant's Vested Retirement Benefit is not more than One Thousand Dollars (\$1,000) on the date of distribution, such benefit, subject to Section 8.4, shall be paid to such Participant in a single payment. Any such Participant who receives such a distribution shall receive no further Retirement Benefits unless re-employed, in which case all periods of Credited Service shall be aggregated in accordance with Section 1.17 and such Participant's Accrued Benefit shall be reduced by the Actuarial Equivalent of any such distributions previously made.

The lump sum Actuarial Equivalent of a Participant's Retirement Benefit shall be calculated, both for purposes of determining if the benefit payable is less than One Thousand Dollars (\$1,000) on the date of distribution and for purposes of computing such Retirement Benefit, in accordance with Code § 417(e)(3), as further described in Section 6.7.

If distribution of a Retirement Benefit to a Participant or the Participant's spouse has commenced, then no lump sum distribution shall be made pursuant to this Section 8.2 unless the Participant and the Participant's spouse (or, if the Participant has died, the surviving spouse only) have (has) consented to such form of distribution.

8.3 Suspension of Retirement Benefits. (a) If a Participant continues in the active service of a Participating Company after Normal Retirement Date, or Retires and returns to the active service of a Participating Company after such Normal Retirement Date, but receives payment from a Participating Company for hours of service (as defined in Sections 2530.200(b)-2(a)(1) and 2530.200(b)-2(a)(2) of the Regulations of the Department of Labor) performed on fewer than eight days (or separate work shifts) during any calendar month in either of the aforementioned periods of active service, then such Participant shall be deemed to have Retired and such Participant shall commence or continue to receive distribution of his or her Retirement Benefit.

(b) If a Participant continues in the active service of a Participating Company after such Participant's Normal Retirement Date, or Retires and returns to the active service of a Participating Company after such Normal Retirement Date, then, for each calendar month in the aforementioned periods of active service during which such Participant receives payment from the Participating Company for hours of service (as defined in Sections 2530.200(b)-2(a)(1) and 2530.200(b)-2(a)(2) of the Regulations of the Department of Labor) performed on each of eight or more days (or separate work shifts), such Participant's Retirement Benefit shall be suspended until the earlier of such Participant's (i) actual retirement from the active service of the Participating Company or (ii) satisfaction of the conditions of Section 8.3(a).

(c) A Participant's Retirement Benefit which has been suspended pursuant to Section 8.3(b) shall be resumed not later than the third calendar month after the calendar month in which the Participant no longer satisfies the service requirement of Section 8.3(b). The initial payment upon resumption of benefits shall include any amounts withheld during the period between the cessation of the period during which benefits were suspended pursuant to Section 8.3(b) and the resumption of payments, but shall not be actuarially adjusted for such delay in resumption of benefits, nor shall any payment be made with respect to any month during which Retirement Benefits were suspended pursuant to Section 8.3(b).

(d) A Participant may request in writing to the Benefit Committee that the Benefit Committee determine whether such Participant's contemplated employment after such Participant's Normal Retirement Date shall constitute service described in Section 8.3(b). Such written request should be filed not later than 60 days before the Participant's Normal Retirement Date. In determining whether contemplated employment after such Participant's Normal Retirement Date constitutes service described in Section 8.3(b) the Plan's claims procedure shall be applicable thereto.

(e) No Retirement Benefit shall be suspended under this Section 8.3 unless the Benefit Committee notifies the Participant by personal delivery or first class mail during the first calendar month or payroll period in which Retirement Benefits are being suspended. Such notice shall contain such information as may from time to time be required by Section 2530.203-3(b)(4) of the Regulations of the Department of Labor.

(f) If a Participant erroneously receives Retirement Benefits for a month during which such Retirement Benefits should have been suspended pursuant to Section 8.3(b), then the Benefit Committee may deduct from future Retirement Benefits such erroneously received Retirement Benefits. However, no such deduction may exceed in any one month 25 percent of that month's Retirement Benefit to which the Participant or the Participant's

Beneficiary, as the case may be, would have been entitled (excluding the initial payment of Retirement Benefits described in Section 8.3(c), which is subject to deduction without limitation).

(g) When a Participant whose Retirement Benefit has been suspended pursuant to Section 8.3(b) either Retires (or again Retires) from the active service of a Participating Company, or in any month receives payment from the Participating Company on fewer than eight days (or separate work shifts), then such Participant's Retirement Benefit shall be determined subject to Article VII at such time as follows:

- (i) years and months of Credited Service shall be the sum of (a) the years and months of Credited Service prior to the suspension of the Retirement Benefit under this Section and (b) the years and months of Credited Service during the period Retirement Benefits have been suspended pursuant to this Section 8.3;
- (ii) average monthly Compensation shall include months in which the Participant's Retirement Benefit was suspended pursuant to this Section 8.3;
- (iii) using the Retirement Benefit formula in effect at the time of the Participant's subsequent Retirement (or initial Retirement if the Participant continues in the active service of the Participating Company without having previously retired after attaining the Participant's Normal Retirement Age);
- (iv) after Retirement Benefit payments have commenced or recommenced under this Section 8.3(g), in no event shall the Participant's Retirement Benefit be less than the Retirement Benefit which the Participant was receiving prior to the suspension of Retirement Benefits, in both cases determined as a single life annuity or, if the Participant was not receiving any Retirement Benefit, the Retirement Benefit that the Participant would have received had such Participant not performed the length of service described in Section 8.3(b); and
- (v) such Retirement Benefit may be received in any form permissible under the Plan at the time of subsequent retirement, without regard to the manner in which the Participant had been receiving such Participant's Retirement Benefit.

(h) This Section 8.3 does not apply to the minimum top-heavy benefits under Section 10.3.

8.4 Eligible Rollover Distribution. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant's election under this Section 8.4, a Participant may elect, at the time and in the manner prescribed by the Benefit Committee and subject to the following sentence, to have all or any portion of an eligible rollover distribution paid in a direct

rollover directly to an eligible retirement plan specified by the Participant. The Participant's right to make such an election shall be limited by the following rules: (i) a Participant with an eligible rollover distribution amounting to less than \$200 shall not have the right to elect a direct rollover pursuant to this Section 8.4; (ii) a Participant may elect a direct rollover for a portion of an eligible rollover distribution only if such portion equals or exceeds \$500; and (iii) a Participant may only elect one direct rollover for each eligible rollover distribution.

An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the Participant, except that an eligible rollover distribution does not include: (i) 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 Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code § 401(a)(9); (iii) 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); and (iv) other items designated not to be eligible rollover distributions by regulation, revenue ruling, notice, or other guidance issued by the Department of Treasury.

An "eligible retirement plan" is an individual retirement account described in Code § 408(a), an individual retirement annuity described in Code § 408(b), an annuity plan described in Code § 403(a), an eligible deferred compensation plan described in Code § 457(b) which is maintained by an eligible employer described in Code § 457(e)(1)(A), an annuity contract described in § 403(b), or a qualified trust described in Code § 401(a), that accepts the Participant's eligible rollover distribution. However, in the case of an eligible rollover distribution to a surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. The Participant's surviving spouse and the Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code § 414(p), are considered Participants with regard to the interest of the spouse or former spouse.

ARTICLE IX

VESTING

9.1 Vesting Schedule. A Participant shall become fully vested in such Participant's Accrued Benefit upon attaining Normal Retirement Age. Subject to Section 10.4, a Participant whose service with a Participating Company is terminated before such Participant has completed at least five years of Credited Service shall receive no Retirement Benefits. If the present value of a Participant's vested Accrued Benefit is zero at the time of his or her Termination of Employment, then the Participant will be deemed to have received an immediate distribution of his or her entire Accrued Benefit and the Employee's vested Accrued Benefit will be deemed to be zero.

9.2 Plan Amendments. If an amendment to the Plan directly or indirectly affects the computation of the vested percentage of a Participant's Accrued Benefit, or if the Plan is deemed to have been amended by a change to or from a top-heavy vesting schedule under Section 10.4, each Participant having three or more years of Credited Service may elect to have each such

Participant's vested percentage computed without regard to such amendment or change. The period during which the election may be made shall begin on the date the amendment is adopted or deemed to be made and shall end on the date which is 60 days after the latest of the date on which (a) the amendment is adopted; (b) the amendment becomes effective; or (c) the Participant is issued written notice of the amendment by the Benefit Committee.

9.3 Social Security Increases. In the case of a Participant or Beneficiary who is receiving a Retirement Benefit under the Plan, or in the case of a Participant who has separated from the service of a Participating Company and has nonforfeitable rights to Retirement Benefits, such Retirement Benefits shall not be changed by reason of any change in the benefits level payable under Title II of the Social Security Act or any change in the wage base under Title II if such change takes place after the earlier of the first receipt of such Retirement Benefits or the date of such separation, as the case may be.

ARTICLE X

TOP-HEAVY RULES

10.1 Top-Heavy Plan Defined. As of the last day of each Plan Year, a determination shall be made under this Article X whether this Plan is top heavy with respect to each Participating Company and, if this Plan is top heavy with respect to a Participating Company, such Participating Company shall contribute such amounts, if any, as are necessary to satisfy the minimum allocation requirements described in below. The Benefit Committee shall take such other action as it deems necessary to satisfy the requirements of Code §§ 415(e) and 416(h) if it determines that this Plan fails to meet the requirements set forth in Code § 416(h)(2)(B). The following rules of this Article X shall be applied to each Participating Company and its Employees separately.

10.2 Amounts Included in Accrued Benefit. For purposes of determining whether the Plan is top-heavy, the value of a Participant's Accrued Benefit includes the amount of any distribution made from the Plan, or any predecessor plan to such Participant if such distribution was made during the Plan Year or the preceding four Plan Years. If, however, any individual has not performed services for a Participating Company at any time during the five-year period ending on the Determination Date, any Accrued Benefit for such individual shall not be taken into account in determining the top-heavy status of the Plan. The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any Plan aggregated with the Plan under Code § 416(g)(2) during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code § 416(g)(2)(A)(i). In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

10.3 Minimum Top-Heavy Benefits. The minimum Accrued Benefit of a Participant who is not a Key Employee for any Plan Year in which the Plan is determined to be top-heavy shall be equal to the Participant's average Earnings multiplied by the lesser of:

(a) two percent multiplied by each year of Credited Service completed by the Participant (a year of Credited Service shall be taken into account only if a Plan Year, in which the Plan is determined to be top-heavy, ends with or within such year of Credited Service), or

(b) 20 percent.

For purposes of this Section 10.3:

- (1) A Participant's "average Earnings" shall be total annual Earnings averaged over the Participant's highest paid five consecutive years of Credited Service, or such lesser number of consecutive years of Credited Service as may have been completed by the Participant.
- (2) For purposes of averaging a Participant's Earnings under paragraph (1), a year of Credited Service shall not be included in such average if such year of Credited Service begins after the end of the last Plan Year in which the Plan was determined to be top-heavy.

10.4 Minimum Vesting Schedule. If the Plan is determined to be top-heavy, the following vesting schedule shall be substituted for the vesting schedule set forth at Section 9.1 and shall apply to benefits accrued both prior to the Plan's being determined to be top-heavy, and for each Plan Year while the Plan is determined to be top-heavy:

| <u>Years of Credited Service</u> | <u>Vested Percentage</u> |
|--------------------------------------|--------------------------|
| Less than 3 | 0 |
| 3 or more | 100 |

If an Employee has not completed at least one Hour of Service after the Plan Year for which the Plan is determined to be top-heavy, the Accrued Benefit of such Employee shall not be subject to the preceding vesting schedule.

If the Plan ceases to be top-heavy, the preceding vesting schedule shall not apply to Plan Years beginning after the Plan ceases to be top-heavy. However, the portion of a Participant's Accrued Benefit which became vested while the Plan was top-heavy shall remain vested. If the vesting schedule under the Plan shifts in and out of the above vesting schedule because of the Plan's top-heavy status, such shift shall be considered an amendment to the vesting schedule and eligible Participants shall be entitled to make the election described under Section 9.2.

10.5 "Key Employee" shall be any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Participating Company having annual compensation greater than \$130,000 (as adjusted under Code § 416(i)(1) for Plan Years beginning after December 31, 2002), a Five Percent Owner or a 1-percent owner of the Participating Company having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Code § 415(c)(3). The determination of who is a Key Employee will be made in accordance with Code § 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

10.6 Top-Heavy Group. In determining whether an aggregation group is Top-Heavy, the present value of Accrued Benefits shall be determined for each plan as of each plan's determination date. The plans shall then be aggregated by adding together the results for each plan as of each plan's determination date.

ARTICLE XI

INSURANCE CONTRACT

11.1 Insurance Contract. To provide for the funding of this Plan, the Benefit Committee may enter into one or more Insurance Contracts with one or more insurance companies selected by the Benefit Committee. Each such Insurance Contract shall be in such form and contain such provisions as the Benefit Committee may deem appropriate, including (but not limited to) (1) provisions with respect to the powers and authority of the insurance company (including the management of funds and/or providing investment options and retirement elections under the Plan), (2) provisions with respect to the right of the Benefit Committee to direct deposits to and between, and to direct benefit payments from, any funds under the Insurance Contract; and (3) a provision that, except as provided in Section 14.11, it shall be impossible at any time for any part of the corpus or income of the Fund to be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries. The Benefit Committee may not enter into Insurance Contracts which would cause the Plan to violate the incidental pre-retirement benefits rules of Treasury regulations section 1.401-1(b)(1). Insurance Contracts may be held in the Trust under the Trust Agreement as determined by the Benefit Committee.

ARTICLE XII

ADMINISTRATION

12.1 Sponsoring Company. The Sponsoring Company shall have the exclusive power, authority and responsibility for (a) the design of the Plan and the Trust Agreement and the amendment of the Plan and the Trust Agreement, (b) the qualification of the Plan under applicable law, (c) termination of the Plan or any part thereof, at any time, and (d) the appointment of the trustee and custodian. Except as otherwise expressly provided in this Plan, the Sponsoring Company shall act through its Board of Directors or its delegate.

12.2 Benefit Committee.

(a) The Plan shall be administered by a Benefit Committee. All reasonable out-of-pocket expenses of the Benefit Committee shall be paid by the Participating Companies and such expenses shall be assessed against and based on a pro rata basis determined by reference to each Participating Company's contribution to the Plan for the immediately preceding Plan Year unless they are paid from Plan assets pursuant to the Benefit Committee's decision in its discretion and to the extent allowed by law.

(b) The Board of Directors of each Participating Company electing to have a member participate on the Benefit Committee shall appoint one or more members to the Benefit Committee. Each member so appointed shall serve at the pleasure of the appointing Company's

Board of Directors. Each Participating Company shall advise the Benefit Committee of the names of its members and any changes thereafter or of its election not to participate on the Benefit Committee. A vacancy due to resignation, death, removal or other cause shall be filled by the Participating Company which had initially appointed such individual as soon as reasonably possible. Members shall serve without compensation. Any member of the Benefit Committee may be removed or changed by his or her Participating Company at any time with or without cause. With respect to any matter brought to the Benefit Committee for a vote, each represented Participating Company shall be entitled to one vote. Provided, that for the matters listed below, the Sponsoring Company shall be entitled to cast 5 votes and each other represented Participating Company shall be entitled to cast one vote:

- any significant change in the benefit formula
- any change in other Plan provisions (e.g. eligibility, vesting) or actuarial assumptions that shall result in a net increase in the amount of the unfunded vested benefit
- any change that DOE has indicated shall result in unreimbursable expenses or that could disqualify the Plan

Any member appointed by a Participating Company may cast the vote or votes on behalf of such Participating Company.

(c) The Benefit Committee shall select a Chairperson and Vice Chairperson and a nonvoting Secretary. The Vice Chairperson shall serve as Chairperson of the Benefit Committee in the absence of the Chairperson. The Secretary shall keep minutes of the Benefit Committee's proceedings and be responsible for the data, records and documents pertaining to the Benefit Committee's administration of the Plan. The Benefit Committee shall act by a majority of the votes of the Participating Companies and such action may be taken either by a vote at a meeting or in writing without a meeting. The Benefit Committee may authorize its Chairperson to execute any document or documents on behalf of the Benefit Committee. Any person is entitled to conclusively rely upon and accept any direction or document executed by the Chairperson as representing action by the Benefit Committee.

(d) The Benefit Committee may, from time to time, establish rules and procedures for the administration of the Plan. All rules, procedures and decisions of the Benefit Committee shall be uniformly and consistently applied to all Participants in similar circumstances. Such rules, procedures and decisions so made shall be conclusive and binding on all persons having an interest in the Plan.

(e) The Benefit Committee shall make all determinations as to the right of any person to a benefit under this Plan. Any denial by the Benefit Committee of a claim for benefits under the Plan by a Participant or a Beneficiary shall be stated in writing by the Benefit Committee and delivered or mailed to the Participant or Beneficiary; any such notice shall set forth the specific reasons for the denial written to the best of the Benefit Committee's ability in a manner calculated to be understood by the Participant or Beneficiary. The Benefit Committee shall afford a reasonable opportunity to any Participant or Beneficiary whose claim for benefits has been denied for a review of the decision denying the claim.

(f) The Benefit Committee shall cause benefits to be paid from the Fund pursuant to the provisions of the Plan.

(g) Whenever, in the Benefit Committee's opinion, a person entitled to receive benefits under this Plan is under legal disability, or is incapacitated in any way so as to be unable to manage his or her financial affairs, the Benefit Committee may direct the payments becoming due to such person to be made to another for his or her benefit without responsibility of the Benefit Committee or the trustee to see to the application of such payment. Payments made pursuant to such power shall be a complete discharge of any liability for making such payment under the provisions of the Plan.

(h) Upon any Participating Company ceasing to be an adopting Participating Company under the Plan, the Participating Company's right to appoint members to the Benefit Committee shall cease and its member(s) shall cease to be members of the Benefit Committee.

12.3 Benefit Committee's Duties and Powers.

The Benefit Committee shall be the Plan Administrator and shall have the sole, absolute and uncontrolled discretion to control and manage the operation of the Plan, and shall have all powers as may be necessary to discharge its duties hereunder, including but not limited to the following:

(a) To construe and interpret the Plan, decide all questions of eligibility, and determine the amount, manner, and time of payment of any benefit hereunder (including, but not limited to, the power to interpret any ambiguity in the Plan). Benefits under this Plan will be paid only if the Benefit Committee decides, in its discretion, that the applicant is entitled to them.

(b) To prescribe rules, procedures and forms to be followed regarding the administration of the Plan.

(c) To receive, review and keep on file (as it deems convenient or proper) reports of the financial condition (including receipts and disbursements and investment performance) of the Fund, a copy of this Plan including any amendments thereto and a copy of the Trust Agreement.

(d) To comply with requirements of ERISA and all other government requirements.

(e) The power to appoint an Investment Manager or Managers to manage and control all or any portion of the investments of the Plan and to discontinue the appointment of such Manager or Managers in its sole discretion. No appointment shall be effective until the Investment Manager has acknowledged in writing that it is a fiduciary of the Plan. For purposes of this Plan, "Investment Manager" shall mean any party that (i) is either (a) registered as an investment adviser under the Investment Advisers Act of 1940, (b) a bank (as defined in the Investment Advisers Act of 1940) or (c) an insurance company qualified to manage, acquire and dispose of Plan assets under the laws of more than one State, (ii) acknowledges in writing that it is a fiduciary with respect to the Plan and (iii) is granted the power to manage, acquire or dispose of any asset of the Plan. If an investment manager is appointed to manage and control all or any

portion of the Plan assets, the trustee shall exercise no authority or discretion with respect to the management and control of assets allocated to the management of the investment manager.

(f) The power to appoint one or more third-party administrators and other service providers and to discontinue such appointments.

(g) The Benefit Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports which shall be furnished by any Actuary, accountant, controller, counsel or other person who shall be employed or engaged for such purpose.

The Benefits Committee and the individual members thereof shall be indemnified by each Participating Company against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

12.4 Trustee.

(a) In General. Any trustee designated under the Trust Agreement shall be a bank or trust company qualified under the laws of the United States or of any State to operate thereunder as a trustee. The trustee shall be a Named Fiduciary of the Plan.

(b) Responsibilities. The trustee shall, unless otherwise directed by the Benefit Committee or an Investment Manager (if such has been appointed), have exclusive authority and discretion to manage and invest the assets of the Fund allocated to such trustee, as provided in the Trust Agreement. The trustee shall further be responsible for the holding and disbursement of all contributions and income received by it under this Plan, as provided in the Trust Agreement, and shall have such other responsibilities as are provided in this Plan or the Trust Agreement.

12.5 Investment Manager. The Investment Manager or Managers shall manage (including the power to acquire or dispose of) all or any of the assets of the Trust.

12.6 Delegation of Authority.

(a) In General. The Benefit Committee may authorize subcommittees or individual members of the Benefit Committee or employees of a Participating Company assigned to assist them, to carry out certain of their responsibilities under this Plan and the Trust Agreement; provided that the Benefit Committee shall remain the fiduciary responsible for the management and control of Plan assets, except to the extent that those responsibilities are allocated to the trustee or delegated to an Investment Manager. Persons dealing with the Plan may act upon the authority of any agent appointed in writing by the Benefit Committee to act on their behalf, and the authority of any such agent shall be deemed to continue until revoked in writing. Appointments or revocations of appointments of such agents by the Benefit Committee shall be authorized by a majority of the members of the Benefit Committee (through any procedure the Benefit Committee deems appropriate) and signed by the Benefit Committee's Secretary.

(b) Compensation of Agents. Any person serving as such agent (or as a member of a committee serving as such an agent) who is an employee of a Participating Company shall not be compensated for such service above the normal compensation from his or her employer, but may receive reimbursement for any reasonable expenses incurred in the performance of his or her duties. Any such expense or compensation shall be treated as an expense of the Fund.

ARTICLE XIII

AMENDMENT, TERMINATION, ADOPTION AND MERGER

13.1 Modification or Amendment of Plan. Subject to Section 12.2, the Sponsoring Company may amend or revise the Plan from time to time.

13.2 Amendments Required for Qualification. All provisions of the Plan, and all benefits and rights granted hereunder, are subject to any amendments, modifications, revisions or alterations which are necessary from time to time to qualify the Plan under Code § 401(a), to continue the Plan as so qualified and to comply with any other provision of law. Accordingly, notwithstanding any other provisions of the Plan, the Sponsoring Company may amend, modify, revise or alter the Plan with retroactive effect in any respect or manner necessary to qualify the Plan under Code § 401(a), to continue the Plan as so qualified, or to comply with any other provision of law.

13.3 Termination of Plan. Subject to any contractual obligations, the Board of Directors of the Sponsoring Company shall have the right to terminate the Plan or any part thereof at any time. The Plan may also be terminated, completely or partially, as a result of a determination to that effect by the Internal Revenue Service or the PBGC, or as a result of a finding to that effect made by an appropriate court of law.

13.4 Discontinuance of Participation. A Participating Company's discontinuance of its participation under the Plan may be voluntary or involuntary, partial or complete, as described below:

(a) Any Participating Company may, with the approval of the Sponsoring Company, elect, at any time, to discontinue its participation hereunder in whole or in part with respect to any of its divisions or locations by filing written notice thereof with the Sponsoring Company and specifying the group or groups of Participants affected by such election.

(b) The Plan shall discontinue as to all Participants of any Participating Company which shall be declared bankrupt or which makes any general assignment for the benefit of creditors.

(c) The Plan shall discontinue as to Participants of any Participating Company in the event of the dissolution, merger, consolidation, or sale or other disposition of the business and assets or stock of such Participating Company, unless provision is made for the continuance of the Plan by a successor. In the event the Plan is discontinued pursuant to this Section 13.4(c), the Benefit Committee shall make such current or deferred distribution to the Participants affected by such discontinuance as it shall deem appropriate and in accordance with Section

13.11 and the other provisions of the Plan; provided, however, if provision is made for the continuance of the Plan by a successor, the Board of Directors of the Sponsoring Company or, if such disposition of the business is either approved by the Board of Directors of the Sponsoring Company or is a disposition for which no approval by the Board of Directors is required, the Benefit Committee may, if they so determine, direct that the portion of the Insurance Contracts (if any) and Fund sufficient to fund the level of benefits described in Section 13.11 be transferred to a successor qualified plan or funding medium covering such Participants.

(d) The Sponsoring Company reserves the right to force a Participating Company to involuntarily discontinue participation in the Plan if, in the Sponsoring Company's good faith judgment, the continued participation of such Participating Company in the Plan could adversely affect the tax-qualified status of the Plan.

13.5 Effect Upon Former Employees. Any amendment, modification, alteration, revision or termination of the Plan shall not adversely affect the Retirement Benefits of any Participant who shall have theretofore retired or of any Beneficiary who shall then be receiving benefits under this Plan, except as may be necessary for qualification under Code § 401(a).

13.6 Nonforfeitability of Benefits Upon Termination. In the event that the Sponsoring Company shall terminate the Plan, or completely discontinue contributions under the Plan, the rights of all affected Participants to benefits accrued to the date of such termination or discontinuance, to the extent funded as of such date, shall become nonforfeitable.

13.7 Expenses of Termination. In the event of the complete or partial termination of the Plan, the expenses incident thereto shall be a prior claim and lien upon the assets of the Trust Fund and shall be paid or provided for prior to the distribution of any benefits pursuant to such termination.

13.8 Allocation and Distribution of Assets Upon Termination. Upon termination of the Plan, the trustee pursuant to the directions of the Benefit Committee, shall allocate the Plan assets to the Participants and Beneficiaries in accordance with Section 4044 of ERISA.

13.9 Excess Assets. After termination of the Plan, payment of the expenses incident thereto under Section 13.7, and distribution of the Plan assets in accordance with Section 13.8, any assets remaining in the Plan shall revert to the Sponsoring Company as surplus arising from actuarial error.

13.10 Limitation on Benefits Payable Upon Early Termination of Plan. For purposes of this Section 13.10:

(a) "25 Highest Paid Participants" means the 25 highest paid Participants on the date the Plan was established whose annual Retirement Benefit exceeds \$1,500.

(b) "Unrestricted Benefits" means benefits in the form required by the Plan equal to the greater of (1) \$20,000, or (2) 20 percent of the first \$50,000 of a Participant's annual Compensation, averaged over the last five years of employment, multiplied by the number of years from the date the Plan was established to the earliest of:

(1) the date of termination of the Plan;

- (2) the date the benefits of the Participant become payable if prior to the termination of the Plan; or
- (3) the date of the failure of a Participating Company to meet the full current costs of the Plan.

(c) Notwithstanding the provisions of paragraph (b) above, the following provisions shall apply if they would result in a greater amount of contributions of a Participating Company being used for the benefit of a Participant:

- (1) If a Participant is a "substantial owner" as defined in Section 4022(b)(5) of ERISA, "Unrestricted Benefits" means the dollar amount which equals the present value of the benefit guaranteed for such Participant under Section 4022 of ERISA or, if the Plan has not terminated, the present value of the benefit which would be guaranteed if the Plan terminated on the date the benefit commences, determined in accordance with regulations promulgated by the PBGC.
- (2) If a Participant is not a "substantial owner" as defined in Section 4022(b)(5) of ERISA, "Unrestricted Benefits" means the dollar amount which equals the present value of the maximum benefit described under Section 4022(b)(3)(B) of ERISA determined on the date the Plan terminates or on the date benefits commence, whichever is earlier, and determined in accordance with regulations promulgated by the PBGC without regard to any other limitations in Section 4022 of ERISA.

(d) Notwithstanding any other provisions of the Plan, if (1) the Plan is terminated within ten years following the date the Plan was established, (2) the benefits of a Participant who is one of the 25 Highest Paid Participants become payable within ten years after the date the Plan was established, or (3) the benefits of a Participant who is one of the 25 Highest Paid Participants become payable at any time after the Plan has been in effect for ten years when the full current costs of the Plan have not been met, the benefits which any Participant who is one of the 25 Highest Paid Participants may receive shall not exceed such Participant's Unrestricted Benefits. In the case of a Participant described in subparagraph (2), if at the end of the first ten years following the date the Plan was established the full current costs have not been met, the restrictions contained in this Section shall continue to apply to such Participant until the full current costs have been met for the first time.

(e) Except in the event of a Participant's death, no lump sum distribution may be made to one of the 25 Highest Paid Participants unless such Participant deposits with an acceptable depository as security property having a fair market value of at least 125 percent of the amount which would be repayable by the Participant if the Plan terminated on the date of distribution of the lump sum payment. If the market value of the property so deposited falls below 110 percent of the amount which would be repayable, such Participant shall deposit such additional property as may be required to increase the value to 125 percent of the repayable amount.

(f) This Section shall not restrict (i) the payment of benefits to a retired Participant or to a retired Participant's Beneficiary while the full current costs of the Plan have been met, or the amount of any death benefits payable to the Beneficiary of a deceased Participant.

(g) If any of the 25 Highest Paid Participants becomes entitled to an increase in benefits as the result of an amendment to the Plan, the ten-year period described in Section 15.10(d) shall be extended to expire ten years following the effective date of such amendment, but only with respect to the increase in benefits provided by such amendment.

13.11 Merger. If the Plan is amended to provide for the merger or consolidation of the Plan into, or a transfer of all or a part of its assets or liabilities to, any other qualified plan within the meaning of Code §§ 401(a) or 403(a), each Participant shall be entitled to a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then been terminated.

13.12 Transfer of Assets and Liabilities Between Plan and Plans Maintained by Other Oak Ridge Contractors.

If a Participant ceases to be an Employee of a Participating Company and becomes an employee of another employer which is a United States government contractor or subcontractor within the Department of Energy Oak Ridge Operations (an "Oak Ridge Contractor"), if such Oak Ridge Contractor maintains a defined benefit plan satisfying the requirements of Code § 401(a), then the trustee, at the direction of the Benefit Committee, shall transfer the minimum amount of Plan assets necessary to satisfy the requirements of Code § 414(l), along with the related liability to pay such transferred Participant's vested Accrued Benefit, to the funding vehicle established pursuant to the aforementioned defined benefit plan, provided that such transferee plan accepts the liability to pay the Participant or his or her Beneficiary the transferred Accrued Benefit and releases the Plan from such liability, and further provided, that the Department of Energy approves such transfer.

If an individual who participated in a defined benefit plan of another Oak Ridge Contractor ceases employment with such other Oak Ridge Contractor and becomes an Employee of a Participating Company, at such time as the Employee becomes a Participant in the Plan, the Plan and trustee shall accept a transfer of assets from such other Oak Ridge Contractor's defined benefit plan and the liability representing such transferred Participant's vested accrued benefit in the other Oak Ridge Contractor's plan, provided that the transferor plan satisfies the requirements of Code § 401(a) and the Department of Energy approves such transfer. The amount of assets to be transferred shall not be less than the minimum amount necessary to satisfy the requirements of Code § 414(l), as determined by the Actuary.

13.13 Adoption of Plan by Affiliates and Other Companies.

(a) With the consent of the Sponsoring Company, any Affiliate or Other Company may adopt the Plan and any Insurance Contract and Trust Agreement for any of its divisions or locations as it may specify by delivering to the Benefit Committee and trustee:

- (i) A written instrument, duly executed and acknowledged: adopting and assuming, jointly and severally, the obligations of the Affiliate or Other Company under the Plan and applicable Insurance Contracts and Trust Agreement; appointing the Affiliate or Other Company and the Benefit Committee as its agents and attorneys-in-fact for all purposes with respect to the Plan and Insurance Contracts and Trust Agreement, including giving or receiving notices, instructions, directions and other communications to the trustee and specifying the divisions or locations for which it is adopting the Plan and Trust Agreement.
- (ii) A duly certified copy of resolutions of the board of directors of the Affiliate or Other Company, or a similar document from the person or persons having the power to bind the partnership or other entity, authorizing the adoption of the Plan and the Insurance Contracts and Trust Agreement and approving and authorizing the execution, acknowledgment and delivery of the written instrument described in Section 13.13(a)(i); and
- (iii) A copy of a document evidencing the Affiliate or Other Company's consent to the adoption of the Plan and the Insurance Contracts and Trust Agreement by such Affiliate or Other Company.

(b) The Participating Company's consent to any adoption of this Plan and Insurance Contracts and Trust Agreement shall be evidenced by written approval and consent to such adoption by the Benefit Committee if such adoption would add fewer than 100 Employees, or a resolution of the Board of Directors approving and consenting to such adoption if such adoption would add 100 or more Employees on its effective date.

(c) In giving its consent to any adoption of the Plan and Insurance Contracts and Trust Agreement under Section 13.13(b), the Sponsoring Company or the Benefit Committee may make its consent subject to such terms and conditions as it may prescribe.

(d) An Affiliate or Other Company which adopts the Plan shall thereafter be a "Participating Company" with respect to its Employees for purposes of the Plan.

ARTICLE XIV

MISCELLANEOUS

14.1 Plan Not an Employment Contract. Neither the adoption of the Plan by a Participating Company nor any action of a Participating Company, the Benefit Committee nor participation in the Plan or failure to participate in the Plan by any person, shall be held or construed to confer upon any person any legal right to be continued as an Employee. All Employees, regardless of whether they participate in the Plan, shall be subject to discharge to the same extent as they would have been if the Plan had never been adopted.

14.2 Consent to Terms of Plan and Insurance Contracts. An Employee, by becoming a Participant in the Plan, consents and agrees to all the terms and provisions of the Plan, the Insurance Contracts, and any rules and regulations adopted by the Benefit Committee pursuant to the provisions of the Plan, as they may each be amended from time to time.

14.3 Transfer of Interest Not Permitted. Except to the extent required by law and as provided in Section 14.4, no person shall have any power to assign, transfer, pledge, encumber, commute, or anticipate any interest in the Fund or in any payment to be made under the Plan, and any attempt to assign, transfer, pledge, encumber, commute or anticipate the same shall be void; nor shall any such interest be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit or payment or subject to levy, garnishment, attachment, election or other legal or equitable process. Notwithstanding the above, a Participant's benefits under this Plan may be offset by any amount the Participant is ordered or required to pay to the Plan in connection with a judgment of conviction for a crime, civil judgment or settlement agreement described in Code § 401(a)(13)(C).

14.4 Qualified Domestic Relations Order. The provisions of Section 14.3 shall not be applicable to a Qualified Domestic Relations Order (as defined in Code § 414(p)(1)(A)) and payment of benefits shall be made in accordance with the terms of such order. The Benefit Committee shall promptly notify a Participant and any other Alternate Payee (as defined in Code § 414(p)(8)) of the receipt of a Domestic Relations Order (as defined in Code § 414(p)(1)(B)) and of the Plan's procedure for determining whether the order constitutes a Qualified Domestic Relations Order. Within a reasonable period of time after the receipt of such order, the Benefit Committee (or its delegate), in accordance with such procedures as it shall from time to time establish, shall determine whether such order constitutes a Qualified Domestic Relations Order and shall notify the Participant and each Alternate Payee of such determination.

During any period of time in which the issue of whether a Domestic Relations Order constitutes a Qualified Domestic Relations Order is being determined by the Benefit Committee, by a court of competent jurisdiction, or otherwise, the Benefit Committee shall separately account for the amounts which would have been payable to the alternate payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within the eighteen (18) month period beginning on the date on which the first payment would be required to be made under the Domestic Relations Order such order is determined to be a Qualified Domestic Relations Order, the Benefit Committee shall pay such amounts to the person or persons entitled thereto. If within such eighteen (18) month period it is determined that such order is not a Qualified Domestic Relations Order, or the issue as to whether such order

so qualifies is not resolved, then the Benefit Committee shall pay such amounts to the person or persons who would have been entitled to such amounts if there had been no order. Any determination that an order is a Qualified Domestic Relations Order which is made after the end of such eighteen-month period shall be applied prospectively only.

The provisions of this Section 14.4 shall be effective as of January 1, 1985, provided however, that in the case of a Domestic Relations Order entered before such date, the Benefit Committee:

(a) shall treat such order as a Qualified Domestic Relations Order if benefits are being paid pursuant to such order on January 1, 1985; and

(b) may treat any other Domestic Relations Order entered before January 1, 1985 as a Qualified Domestic Relations Order even if such order does not meet the requirements of the preceding provisions of this Section 14.4.

A domestic relations order will not be treated as failing to be a Qualified Domestic Relations Order if, pursuant to Code § 414(p)(4)(A)(ii), it requires that benefit payments be made to the alternate payee as if the Participant had retired on the date on which such payment is to begin under such Qualified Domestic Relations Order.

Except to the extent otherwise expressly provided in a Qualified Domestic Relations Order, a divorced spouse of a Participant shall be deemed to have predeceased the Participant. Accordingly, benefits under this Plan shall be paid only to those Designated Beneficiaries who are entitled to distributions under the Beneficiary designation in effect at the time of the divorce by reason of the divorced spouse's failure to have survived the Participant. The Participant may change the Beneficiary designation at any time and from time to time after the divorce.

14.5 Obligations of Participating Company Limited. A Participating Company assumes no obligations under the Plan and shall be under no legal obligation to make any contributions to the Fund, except as expressly provided in the Plan.

14.6 Separation of Invalid Provisions. If any provision of the Plan is held invalid, the remainder of the Plan shall not be affected thereby.

14.7 Payment to a Minor or Incompetent. In the event that any amount is payable to a minor or other legally incompetent person, such amount may be paid in any of the following ways, as the Benefit Committee in its sole discretion shall determine:

(a) To the legal representatives of such minor or other incompetent person;

(b) Directly to such minor or other incompetent person;

(c) To a parent or guardian of such minor, or to a custodian for such minor under the Uniform Gifts to Minors Act (or similar statute) of any jurisdiction or to the person with whom such minor shall reside. Payment to such minor or incompetent person, or to such other person as may be determined by the Benefit Committee, as above provided, shall discharge a Participating Company, the Benefit Committee, and the trustee or other person or corporation making such payment pursuant to the direction of the Benefit Committee, and none of the

foregoing shall be required to see to the proper application of any such payment to such person pursuant to the provisions of this Section 14.7.

14.8 Doubt as to Right to Payment. If at any time any doubt exists as to the right of any person to any payment hereunder or as to the amount or time of such payment (including, without limitation, any doubt as to identity, or any case in which any notice has been received from any other person claiming any interest in amounts payable hereunder, or any case in which a claim from other persons may exist by reason of community property or similar laws), the Benefit Committee shall be entitled, in its discretion, to direct the trustee to hold such sum as a segregated amount (on an interest bearing basis) until such right or amount or time is determined or until order of a court of competent jurisdiction, or to pay such sum into court in accordance with appropriate rules of law in such case then provided, or to make payment only upon receipt of a bond or similar indemnification (in such amount and in such form as is satisfactory to the Benefit Committee).

14.9 Forfeiture Upon Inability to Locate Distributee. Notwithstanding any other provision of the Plan, in the event that the Benefit Committee cannot locate any person to whom a payment is due under the Plan, and no other payee has become entitled thereto pursuant to any provision of the Plan, the benefit in respect of which such payment is to be made shall be forfeited at such time as the Benefit Committee shall determine in its sole discretion (but in all events prior to the time such benefit would otherwise escheat under any applicable state law); provided that any benefit so forfeited shall be restored if such person subsequently makes a valid claim for such benefit.

14.10 Contributions Conditioned on Qualification and Deductibility. Notwithstanding any other provision of the Plan, each contribution made by a Participating Company under the Plan is conditioned on (a) a determination by the Internal Revenue Service that the Plan as amended qualifies under Code § 401 and (b) the deductibility of such contribution under Code § 404.

14.11 No Diversion of Fund. No part of the Fund shall be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries (including the payment of the expenses of the administration of the Plan); provided that:

(a) A contribution that is made by a Participating Company by a mistake of fact shall be returned to the Participating Company upon its request within one year after the payment of the contribution; or

(b) A contribution that is conditioned upon its deductibility under Code § 402(g) shall be returned to the Participating Company upon its request, to the extent that the contribution is disallowed as a deduction, within one year after such disallowance.

14.12 Notice to Participants. The Benefit Committee (or its delegee) shall, within a reasonable period of time before making an eligible rollover distribution (as defined in Code § 402(c)) to a Participant, provide the Participant with the written explanation required by Code § 402(f) explaining the following: the rules under which the Participant may have the distribution paid in a direct rollover from the Plan to an eligible retirement plan, as defined in Code § 402(c); the rules that require the withholding of the distribution if the distribution is not paid in such a

direct rollover from the Plan; the rules under which the Participant shall not be subject to tax if the distribution is contributed in a rollover to an eligible retirement plan within 60 days of the distribution; and, if applicable, certain special rules regarding the taxation of the distribution as described within Code §§ 402(d) and 402(e). In addition, if the Benefit Committee intends to treat a Participant's election to make or not to make a direct rollover with respect to one payment in a series of periodic payments as applicable to all subsequent payments in the series unless the Participant subsequently changes the election, this treatment shall also be explained in the notice provided to the Participant.

14.13 Determination of "Public Pension" or "Public Benefit". The Benefit Committee may from time to time determine what payments provided for by law shall be deemed to be a "public pension" or "public benefit" as used in the Plan and the amount thereof which shall be included in those terms as used in that Article.

14.14 Conflict between Plan and Insurance Contract. In the event of a conflict between the terms of the Plan and the terms of the Insurance Contract, the terms of the Plan shall govern.

14.15 Insurance Companies Not Parties. No insurance company shall be considered a party to the Plan, nor to have any responsibility for the validity thereof or for any action taken by a Participating Company or the Benefit Committee. The insurance company shall be entitled (a) to deal with the Benefit Committee as sole owner of the Insurance Contracts; (b) to accept premium payments from a Participating Company or the Benefit Committee; (c) to make payments of any amounts to the Benefit Committee (or in accordance with its direction) without liability to see to the application of any such payment; (d) to assume that the Plan has not been amended or terminated until notice of such amendment or termination has been received by the insurance company at its home office; and (e) to deal with the persons who are members of the Benefit Committee according to the latest notification thereof received by the insurance company at its home office.

14.16 Usage. Whenever applicable the masculine gender, when used in the Plan, shall include the feminine and neuter genders, and the singular shall include the plural.

14.17 Governing Law. The Plan shall be governed by, construed and administered under the law of the State of Tennessee without regard to the principles of conflict of laws, to the extent not preempted by Federal law.

14.18 Captions. The captions contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of the Plan and in no way shall affect the Plan or the construction of any provision thereof.

14.19 Procedures for Approval of Entity on Appendix A. The board of directors of the Sponsoring Company, in its sole discretion, may approve the addition of an entity on Appendix A pursuant to appropriate written resolutions. Any individual who is employed by an entity at the time such entity becomes listed on Appendix A shall receive credit for his or her prior period of employment with such entity for purposes of the eligibility and vesting provisions of this Plan.

14.20 Internal Revenue Service Approval. Notwithstanding anything in this document to the contrary, if the Internal Revenue Service fails or refuses to issue its determination that the

Plan as hereby amended and restated continues to be a qualified plan under the Code, the amendments to the Plan which would be effected hereby shall not be so effected and the Plan shall continue as it heretofore existed, subject to such further amendment and restatement as may be necessary to maintain the qualification of the Plan under the Code.

ARTICLE XV

UNIFORMED SERVICES EMPLOYMENT AND
RE-EMPLOYMENT RIGHTS ACTS OF 1994

Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with Code § 414(u).

IN WITNESS WHEREOF, Wackenhut Services, Incorporated has caused this Plan to be executed by its duly authorized officer this 24 day of January, 2008.

WACKENHUT SERVICES, INCORPORATED

By: Gaura V. Thomas

Title: EVP + CFO

TABLE III – SURVIVING WIFE USE REDUCTION FACTORS

Use your age and your spouse's age as of the date your pension starts to determine the percentage of your full pension or reduced pension that is payable if you elect to provide your spouse with a survivor pension.

| Spouse's Age | Your Age | | | | | | | | | | | | | | | | | | | | | |
|--------------|----------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| | 48 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 |
| 41 | .945 | .936 | .932 | .927 | .922 | .917 | .911 | .906 | .900 | .893 | .886 | .879 | .872 | .864 | .856 | .847 | .838 | .829 | .819 | .810 | .800 | .789 |
| 43 | .948 | .939 | .935 | .930 | .925 | .920 | .915 | .909 | .903 | .897 | .890 | .883 | .876 | .868 | .860 | .851 | .842 | .833 | .823 | .814 | .804 | .794 |
| 45 | .950 | .943 | .938 | .934 | .929 | .924 | .919 | .913 | .907 | .901 | .894 | .887 | .880 | .872 | .864 | .856 | .847 | .838 | .828 | .818 | .808 | .798 |
| 47 | .953 | .946 | .942 | .937 | .933 | .928 | .923 | .917 | .911 | .905 | .899 | .892 | .885 | .877 | .869 | .861 | .852 | .842 | .833 | .823 | .813 | .803 |
| 50 | .958 | .951 | .947 | .943 | .938 | .934 | .929 | .924 | .918 | .912 | .906 | .899 | .892 | .885 | .877 | .868 | .860 | .851 | .841 | .832 | .822 | .812 |
| 53 | .963 | .956 | .952 | .949 | .944 | .940 | .935 | .931 | .925 | .920 | .913 | .907 | .900 | .893 | .885 | .877 | .869 | .860 | .851 | .841 | .831 | .821 |
| 55 | .966 | .960 | .956 | .952 | .948 | .944 | .940 | .935 | .930 | .925 | .919 | .913 | .906 | .899 | .891 | .883 | .875 | .866 | .857 | .848 | .838 | .828 |
| 57 | .969 | .963 | .960 | .956 | .953 | .949 | .944 | .940 | .935 | .930 | .924 | .918 | .912 | .905 | .898 | .890 | .882 | .873 | .864 | .855 | .845 | .836 |
| 58 | .970 | .965 | .962 | .958 | .955 | .951 | .947 | .942 | .938 | .932 | .927 | .921 | .915 | .908 | .901 | .893 | .885 | .877 | .868 | .859 | .849 | .840 |
| 59 | .972 | .966 | .963 | .960 | .957 | .953 | .949 | .945 | .940 | .935 | .930 | .924 | .918 | .911 | .904 | .897 | .889 | .880 | .871 | .862 | .853 | .844 |
| 60 | .973 | .968 | .965 | .962 | .959 | .955 | .951 | .947 | .943 | .938 | .933 | .927 | .921 | .914 | .907 | .900 | .892 | .884 | .875 | .866 | .857 | .848 |
| 61 | .975 | .970 | .967 | .964 | .961 | .957 | .953 | .950 | .945 | .940 | .935 | .930 | .924 | .918 | .911 | .904 | .896 | .888 | .879 | .870 | .861 | .852 |
| 62 | .976 | .971 | .969 | .966 | .963 | .959 | .956 | .952 | .948 | .943 | .938 | .933 | .927 | .921 | .914 | .907 | .899 | .892 | .883 | .874 | .865 | .856 |
| 63 | .977 | .973 | .970 | .968 | .965 | .961 | .958 | .954 | .950 | .946 | .941 | .936 | .930 | .924 | .918 | .911 | .903 | .895 | .887 | .879 | .870 | .861 |
| 64 | .979 | .974 | .972 | .969 | .966 | .963 | .960 | .957 | .953 | .948 | .944 | .939 | .933 | .927 | .921 | .914 | .907 | .899 | .891 | .883 | .874 | .865 |
| 65 | .980 | .976 | .974 | .971 | .968 | .965 | .962 | .959 | .955 | .951 | .947 | .942 | .936 | .931 | .925 | .918 | .911 | .903 | .896 | .887 | .879 | .870 |
| 66 | .981 | .977 | .975 | .973 | .970 | .967 | .964 | .961 | .958 | .954 | .949 | .945 | .940 | .934 | .928 | .922 | .915 | .908 | .900 | .892 | .883 | .875 |
| 67 | .982 | .979 | .977 | .974 | .972 | .969 | .966 | .963 | .960 | .956 | .952 | .948 | .943 | .937 | .932 | .925 | .919 | .912 | .904 | .896 | .888 | .879 |
| 68 | .984 | .980 | .978 | .976 | .974 | .971 | .969 | .966 | .962 | .959 | .955 | .951 | .946 | .941 | .935 | .929 | .923 | .916 | .908 | .901 | .893 | .884 |
| 69 | .985 | .981 | .980 | .977 | .975 | .973 | .970 | .967 | .965 | .961 | .957 | .953 | .949 | .943 | .938 | .932 | .927 | .920 | .913 | .905 | .897 | .889 |
| 70 | .986 | .983 | .981 | .979 | .977 | .975 | .972 | .970 | .967 | .964 | .960 | .956 | .952 | .947 | .942 | .937 | .930 | .924 | .917 | .910 | .902 | .894 |

Factors for intermediate ages are available from your local Human Resources Office

TABLE IV – SURVIVING CHILD REDUCTION FACTORS

If you elect to provide your dependent child with a survivor pension, use this table instead of Table III.

| Child's Age | Your Age | | | | | | | | | | | | | | | | | | | | | |
|-------------|----------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--|--|--|--|--|--|
| | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | | | | | | |
| 1 | .961 | .957 | .952 | .948 | .943 | .938 | .932 | .926 | .918 | .910 | .902 | .892 | .882 | .871 | .859 | .847 | | | | | | |
| 2 | .964 | .960 | .956 | .952 | .947 | .943 | .937 | .931 | .924 | .917 | .908 | .899 | .890 | .879 | .868 | .855 | | | | | | |
| 3 | .967 | .963 | .960 | .956 | .951 | .946 | .942 | .936 | .930 | .923 | .915 | .906 | .897 | .887 | .876 | .864 | | | | | | |
| 4 | .970 | .967 | .963 | .959 | .955 | .951 | .946 | .942 | .936 | .928 | .921 | .913 | .905 | .895 | .884 | .873 | | | | | | |
| 5 | .973 | .970 | .967 | .963 | .960 | .955 | .951 | .946 | .941 | .935 | .928 | .920 | .912 | .903 | .893 | .882 | | | | | | |
| 6 | .976 | .973 | .971 | .967 | .964 | .960 | .956 | .951 | .946 | .941 | .935 | .927 | .920 | .911 | .902 | .891 | | | | | | |
| 7 | .979 | .976 | .974 | .971 | .968 | .965 | .961 | .957 | .952 | .947 | .942 | .935 | .928 | .919 | .910 | .901 | | | | | | |
| 8 | .981 | .979 | .977 | .976 | .972 | .969 | .966 | .962 | .958 | .953 | .948 | .943 | .936 | .928 | .920 | .911 | | | | | | |
| 9 | .984 | .982 | .980 | .978 | .976 | .973 | .970 | .967 | .963 | .959 | .954 | .949 | .944 | .937 | .930 | .921 | | | | | | |
| 10 | .986 | .985 | .983 | .981 | .979 | .977 | .974 | .971 | .968 | .965 | .961 | .956 | .951 | .945 | .939 | .931 | | | | | | |
| 11 | .988 | .987 | .985 | .984 | .982 | .980 | .978 | .976 | .973 | .970 | .966 | .962 | .958 | .952 | .947 | .941 | | | | | | |
| 12 | .990 | .989 | .988 | .986 | .985 | .983 | .982 | .980 | .977 | .975 | .972 | .968 | .964 | .960 | .955 | .949 | | | | | | |
| 13 | .992 | .991 | .990 | .989 | .988 | .986 | .985 | .983 | .981 | .979 | .977 | .974 | .970 | .967 | .962 | .958 | | | | | | |
| 14 | .993 | .993 | .992 | .991 | .990 | .989 | .988 | .986 | .985 | .983 | .981 | .979 | .976 | .973 | .969 | .965 | | | | | | |
| 15 | .995 | .994 | .994 | .993 | .992 | .991 | .990 | .989 | .988 | .987 | .985 | .983 | .981 | .979 | .976 | .973 | | | | | | |
| 16 | .996 | .996 | .995 | .995 | .994 | .993 | .993 | .992 | .991 | .990 | .989 | .987 | .986 | .984 | .981 | .979 | | | | | | |
| 17 | .997 | .997 | .996 | .996 | .996 | .995 | .995 | .994 | .993 | .993 | .992 | .991 | .989 | .988 | .986 | .984 | | | | | | |
| 18 | .998 | .998 | .998 | .997 | .997 | .997 | .996 | .996 | .995 | .995 | .994 | .994 | .993 | .992 | .991 | .989 | | | | | | |
| 19 | .999 | .999 | .998 | .998 | .998 | .998 | .998 | .997 | .997 | .997 | .996 | .996 | .995 | .995 | .994 | .993 | | | | | | |
| 20 | .999 | .999 | .999 | .999 | .999 | .999 | .999 | .999 | .998 | .998 | .998 | .998 | .997 | .997 | .997 | .996 | | | | | | |
| 21 | - | - | - | - | - | - | - | .999 | .999 | .999 | .999 | .999 | .999 | .999 | .999 | .998 | | | | | | |
| 22 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | | | | | |

Factors for intermediate ages are available from your local Human Resources Office.

TABLE V – SURVIVING DEPENDENT PARENT REDUCTION FACTORS

If you elect to provide your dependent parent with a survivor pension, use this table instead of Table III.

| Parent's Age | Your Age | | |
|---|----------|------|------|
| | 55 | 60 | 65 |
| 70 | .950 | – | – |
| | .985 | .949 | – |
| 80 | .991 | .985 | .972 |
| 85 | .995 | .992 | .985 |
| Factors for intermediate ages are available from your local Human Resources Office. | | | |

Appendix A

Wackenhut Corrections Corporation

LDR/208793.1