

SARGENT & LUNDY, L.L.C. SAVINGS INVESTMENT PLAN

(As Amended and Restated Effective January 1, 2009)

Conformed through the Second Amendment

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SARGENT & LUNDY, L.L.C. SAVINGS INVESTMENT PLAN

(As Amended and Restated Effective January 1, 2009)

SECTION 1

Introduction

1.1 Plan, Purpose

SARGENT & LUNDY, L.L.C. SAVINGS INVESTMENT PLAN (the “plan”) was established by Sargent & Lundy, a partnership (“Sargent & Lundy”), effective as of January 1, 1981, for the purpose of allowing eligible employees to elect to defer a portion of their compensation, to make contributions from their own funds, and to share in contributions made by their employers, and thereby provide for their future security. The plan has been amended from time to time. The plan was first amended and restated effective as of January 1, 1985. Effective July 1, 1994, the partnership of Sargent & Lundy was effectively merged into and consolidated with Sargent & Lundy, L.L.C., an Illinois limited liability company (the “company”), and the plan was assumed and continued by the company on that date. The provisions of this subsection and the following provisions constitute a second amendment and restatement of the plan, as amended, effective January 1, 2009, subject to any subsequent amendments.

1.2 Effective Date, Plan Year

The original effective date of the plan was January 1, 1981. The “effective date” of the plan as set forth below is January 1, 2009. The plan is administered on the basis of a plan year (the “plan year”) beginning on the applicable January 1 and ending on the next following December 31.

1.3 Employers

With the consent of Sargent & Lundy, any partnership or corporation or limited liability company may adopt the plan and become an employer hereunder, as provided in subsection 12.2. For purposes of the plan, Sargent & Lundy and any other partnership or corporation or limited liability company which adopts the plan with the consent of Sargent & Lundy (and any successor partnership to a partnership that becomes an employer under the plan) are referred to below collectively as the “employers” and sometimes individually as the “employer.” A list of employers who have adopted the plan is included in Supplement B, attached hereto. The term “affiliate” shall mean any trade or business (whether or not incorporated) under common control with an employer, and any

corporation that is a member of a controlled group of corporations of which an employer is a member. If Sargent & Lundy or any other employer is a member of an affiliated service group, within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended, the term “affiliate” also shall include any member of that affiliated service group that is not an employer. The term “Sargent & Lundy companies” shall mean Sargent & Lundy, L.L.C., Sargent & Lundy, Ltd., and Sargent & Lundy Illinois, Inc.

1.4 Plan Administration

A committee (the “committee”) consisting of three or more members appointed by Sargent & Lundy is responsible for the administration of the plan, as provided in Section 10. The employers will notify participants in the plan as to the identity of the members of the committee and also will notify participants of any change in committee membership.

1.5 Trustee, Trust Fund, Trust Agreement

The trust fund is the funding vehicle for the plan. Funds contributed under the plan by the employers and employees participating in the plan are held and invested in the trust fund, until distributed, by a corporate trustee appointed by Sargent & Lundy. The employers may establish one or more additional trust funds and the committee from time to time may direct the transfer of assets between the trust funds which serve as funding vehicles for the plan or distribute benefits payable under the plan. The trustee of each such trust fund will act under a trust agreement between the employers and the trustee, which trust agreement shall implement and form a part of the plan. The terms “trustee,” “trust fund” and “trust agreement” mean, respectively, the trustee, trust fund and trust agreement described above.

1.6 Examination of Plan Documents

Copies of the plan and trust agreement, and any amendments thereto, will be on file at the principal office of each employer where they may be examined by any participant. The provisions of and benefits under the plan are subject to the terms and provisions of the trust agreement.

1.7 Notices

Any notice or document required to be given to or filed with the committee shall be considered as given to or filed with the committee if delivered or mailed by registered mail, postage prepaid, to the committee under Sargent & Lundy Savings

Investment Plan, in care of Sargent & Lundy, 55 East Monroe Street, Chicago, Illinois 60603.

1.8 Gender and Number

Where the context admits, words in the masculine gender shall include the feminine and neuter genders, the plural shall include the singular and the singular shall include the plural.

1.9 Supplements

Supplements may be attached to and form a part of the plan for the purpose of modifying provisions of the plan. Each such supplement will supersede the provisions of the plan to the extent necessary to eliminate any inconsistencies between the plan and such supplement.

SECTION 2

Eligibility and Participation

2.1 Eligible Employees

Subject to the conditions and limitations of the plan, each employee of an employer who is a participant in the plan immediately prior to the effective date will continue as a participant on and after that date. Subject to the conditions and limitations of the plan, each other employee and rehired employee of an employer will be eligible to join the plan in accordance with subsections 2.2 and 9.1, respectively, and become a participant on the first day of the first payroll period following his date of hire or reemployment, if he is then a covered employee; provided, however, that each employee who is a nonresident alien and who does not receive from an employer any earned income that constitutes income from sources within the United States shall not be eligible to join the plan. A “covered employee” means one who is a member of a covered group. A “covered group” means a group of employees of an employer to which the plan has been and continues to be extended by his employer or by agreement. A list of the covered groups under the plan is attached as Supplement B hereto.

2.2 Notice and Election of Participation

The committee will notify each employee of his eligibility for plan participation. An eligible employee (including an employee on an employer-authorized leave of absence) may become a participant in the plan by signing and filing an enrollment application and, where appropriate, a compensation deferral or payroll deduction authorization with the committee. Such application and authorization shall be on forms supplied by the committee and shall be filed at such time and in such manner as the committee may prescribe. The committee will furnish each employee with a summary plan description in accordance with governmental rules and regulations.

2.3 Qualification for Employer Contributions

For before-tax contributions, before-tax catch-up contributions, and after-tax contributions, a participant shall qualify for employer matching contributions under subsection 4.1 and employer non-matching contributions under subsection 4.2 as of the first pay period following his date of hire.

2.4 Continued Participation

An employee who becomes a participant will continue as a participant until the later to occur of the date of his termination of employment with the employers and all affiliates or the date on which all assets in his plan accounts to which he is entitled have been distributed; provided, however, that such participant shall be subject to the restrictions contained in subsection 7.2.

2.5 Hours of Service

An “hour of service” means (i) each hour during the applicable twelve-month period for which an employee is directly or indirectly compensated by his employer for his performance of duties for the employer (but with overtime hours determined on a straight time basis); (ii) each hour during the applicable twelve-month period for which an employee is directly or indirectly compensated by his employer or entitled to be compensated by his employer for absences due to vacation, accident, sickness, disability or similar reason; and (iii) to the extent not otherwise treated above as an “hour of service,” each hour during the applicable twelve-month period for which the employee has been awarded back pay by his employer or by any governmental agency or judicial body and each other hour during that period which is required to be considered as an “hour of service” by federal law. Notwithstanding the foregoing:

- (a) An employee who is not compensated by the employers on the basis of the number of hours worked shall be entitled to credit for 40 hours of service for each week for which such employee is directly or indirectly compensated by his employer for his performance of duties for the employer, for each week within any period of absence described in (ii) next above, and for each week within any period for which he receives a back pay award by his employer or by any governmental agency or judicial body.
- (b) If an employee is on a leave of absence described in subparagraph 2.5(a), he shall be entitled to credit for 40 hours of service for each week within such period of leave of absence, excluding any portion thereof for which he is not granted rights as to reemployment by the employers under any applicable statute and any portion thereof for which he otherwise is granted credit for hours of service.
- (c) If an employee had a prior period or periods of employment with an affiliate, such period or periods of employment with the affiliate will be considered as employment with the

employers (but the provisions of this paragraph shall not be applied so as to allow the employee to become a participant prior to the employee's actual employment by an employer and his becoming a covered employee).

- (d) A period of concurrent employment with two or more employers or affiliates will be considered as employment with only one of them during that period.
- (e) In the case of an employee who terminates employment with the employers the provisions of Section 9 shall apply.

2.6 Leave of Absence

A "leave of absence" as used in the plan means:

- (a) A leave of absence required by law or granted by an employer on account of service in military or governmental branches described in any applicable statute granting reemployment rights to employees who entered such branches, or any other military or governmental branch designated by Sargent & Lundy.
- (b) Any other absence from active employment with an employer under conditions that are not treated by it as a termination of employment.
- (c) Notwithstanding any provision of this plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

Leaves of absence granted by an employer will be governed by rules uniformly applied to all employees employed by that employer who are similarly situated.

2.7 Leased Employees

Leased employees shall be treated under the plan as follows:

- (a) Leased employees shall be considered employees of employers for purposes of determining whether the plan satisfies the requirements for plan qualification set forth in Section 414(n)(3) of the Internal Revenue Code. In making

this determination, contributions and benefits provided by the leasing organization which are attributable to services performed for an employer shall be treated as provided by the employer.

- (b) If leased employees do not constitute more than 20 percent of employers' nonhighly compensated workforce, subparagraph (a) next above shall not apply to a leased employee who is covered by a plan described in Section 414(n)(5)(B) of the Internal Revenue Code.
- (c) Leased employees shall be eligible to participate in this plan only if and to the extent necessary to satisfy the applicable requirements set forth in Section 414(n)(3) of the Internal Revenue Code. With respect to any leased employee (including a leased employee who becomes a participant in this plan through operation of this subparagraph or otherwise), the requirements of Section 414(n)(4)(B) of the Internal Revenue Code relating to "years of service" shall be taken into account in determining his hours of service under subsection 2.1 and his credited service under subsection 8.4.
- (d) A "leased employee" means any person who is not an employee of an employer, but who has provided services to an employer under such employer's primary direction and control on a substantially full-time basis for a period of at least one year, pursuant to an agreement between an employer and a leasing organization. Except as otherwise provided above, no benefits shall be provided, or service credited, under this plan on a retroactive basis to any person who has performed services for an employer as an independent contractor or as a leased employee (whether or not described in this subparagraph), even if such person subsequently becomes a common-law employee of an employer (or is deemed, by a government agency, court, or other third-party, to have been a common-law employee of an employer).
- (e) Notwithstanding any provision of the plan to the contrary, the date on which a participant's status changes from employee to leased employee will not constitute a settlement date for purposes of subsection 7.1.

SECTION 3

Participant Contributions

3.1 Before-Tax, After-Tax and Lump Sum After-Tax Contributions

References in this Section 3 and elsewhere in the plan to participants' contributions made on a "before-tax" or "after-tax" basis mean contributions made by them from their compensation either before or after the imposition of federal income taxes, irrespective of whether the contributions made from such compensation are either before or after the imposition of state, local or other taxes. As described in, and to the extent required under, subsection 15.3 of the plan, the term "before-tax contributions" when used throughout this plan shall be deemed to include Roth 401(k) contributions, except as otherwise provided in the plan. Subject to the limitations and conditions set forth below in this Section 3, in subsection 4.4 and in Section 6, participants may elect to make contributions under the plan as follows:

- (a) Before-tax Contributions. A participant may elect to make before-tax contributions equal to such percentage of the participant's adjusted base compensation (as defined in subparagraph 3.5(b)) as the participant may elect, not to exceed a maximum percentage determined by the committee from time to time. Pursuant to the participant's compensation deferral authorization, such before-tax contributions shall be made by a reduction of the participant's adjusted base compensation by the appropriate percentage thereof and a contribution by the employers pursuant to subsection 4.3 of the amount of such reduction. Employer matching contributions shall be made with respect to a portion of the before-tax contributions made by participants, including automatic before-tax contributions described in subparagraph 3.1(b) below, to the extent described in subsection 4.1.
- (b) Automatic Before-tax Contributions. Notwithstanding subparagraph (a) above, each covered employee hired by an employer on or after January 1, 2008 who has not made an election under subparagraph 3.1(a) shall be deemed to have elected a before-tax contribution under subparagraph 3.1(a) above equal to six percent of the participant's compensation; provided, however, that prior to the commencement of such automatic before-tax contributions, the committee shall

provide each such participant with a notice explaining his right to affirmatively elect either to not make such contributions or to choose a different contribution level. For purposes of the preceding sentence, Temporary Employees shall not be considered “covered employees” subject to these automatic enrollment rules. In addition to the foregoing, any individual who is rehired by an employer as a full-time or part-time covered employee with a revised service date (as determined by the Committee in accordance with uniform procedures) of January 1, 2008 or later and who has not made an election under subparagraph 3.1(a), shall be subject to these automatic enrollment rules. For purposes of this subparagraph 3.1(b), the term “before-tax contribution” shall not include Roth 401(k) contributions. A participant shall have 60 days during which he may make such alternative election and, if no such election is made, compensation earned on or after such 60-day period shall become subject to these automatic enrollment rules. An automatic before-tax contribution election shall be treated as a before-tax contribution election for all purposes of the plan.

If a participant hired (or rehired, as described above) on or after January 1, 2008 either (i) elects a contribution rate (in any combination of before-tax contributions, after-tax contributions and Roth 401(k) contributions) that is less than six percent of the participant’s compensation under subparagraph 3.1(a) of the plan, or (ii) opts out of the automatic before-tax contribution rate but chooses a contribution rate lower than six percent but greater than zero percent (in any combination of before-tax contributions, after-tax contributions and Roth 401(k) contributions), such participant will be subject to an annual automatic increase in the participant’s before-tax contribution rate, as detailed in subsection 3.8 of the plan, until the aggregate rate of before-tax contributions, Roth 401(k) contributions and/or after-tax contributions totals six percent of the participant’s compensation.

- (c) Before-Tax Catch-up Contributions. All employees who are eligible to make contributions under this plan and who have attained age 50 before the close of the plan year shall be eligible to make before-tax catch-up contributions in accordance with, and subject to, the limitations of Section

414(v) of the Internal Revenue Code. Such before-tax catch-up contributions shall not be taken into account for purposes of the provisions of the plan implementing the required limitations of Sections 402(g) and 415 of the Internal Revenue Code. The plan shall not be treated as failing to satisfy the provisions of the plan implementing the requirements of Sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Internal Revenue Code, as applicable, by reason of the making of such before-tax catch-up contributions.

- (d) After-tax Contributions. A participant may elect to make after-tax contributions equal to such percentage of the participant's adjusted base compensation (as defined in subparagraph 3.5(b)) as the participant may elect, not to exceed a maximum percentage determined by the committee from time to time. In no event shall a participant's after-tax contributions be made at a rate which, when added to the rate of his before-tax contributions, will exceed the maximum permissible rate established by the committee and then in effect. Employer matching contributions shall be made with respect to a portion of the after-tax contributions made by participants under this subparagraph to the extent described in subsection 4.1.

- (e) Lump Sum After-tax Contributions. Participants may make lump sum after-tax contributions to the plan as described herein. If, as of any payday, the total amount of before-tax and after-tax contributions made under subparagraphs (a) and (b) above, plus employer matching and employer non-matching contributions made on behalf of such participant and credited to his accounts during the period beginning on the first day of the plan year in which the payday occurs and ending on such payday, is less than the defined contribution plan limit for such plan year described in subsection 6.3, or such other amount or percentage as shall be determined by the committee, then he may file an election with the committee to authorize a lump sum after-tax contribution by the participant of an amount not exceeding the difference. No matching contributions shall be made under the plan by the employers with respect to participants' lump sum after-tax contributions. If the participant's election to make a lump sum after-tax contribution is approved by the committee,

such contribution must be made by a lump sum payment to the trust fund on or prior to the payday so specified.

In no event may a participant make contributions under the plan for any period he ceases to be a covered employee. A participant may make lump sum after-tax contributions during a period he is ineligible to make other plan contributions because of a withdrawal made under subsection 7.4. A participant may not make any lump sum after-tax contributions during any period he is ineligible to make regular before-tax or after-tax contributions because of a withdrawal made under subsection 7.5.

3.2 Conditions and Limitations

The making of contributions pursuant to this Section 3 shall be subject to the following:

- (a) No participant shall be permitted to make contributions on a before-tax basis under this plan, or under any other qualified plan maintained by an employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Internal Revenue Code in effect for such taxable year, except to the extent permitted under Section 414(v) of the Internal Revenue Code, if applicable.
- (b) Participants' before-tax contributions as described in subsection 3.1 are intended to qualify as cash or deferred arrangements under Section 401(k) of the Internal Revenue Code. Therefore, such contributions are subject to the conditions and limitations and the non-discrimination test described in subsection 6.6.
- (c) Participants' after-tax contributions and lump sum after-tax contributions and employer matching contributions are, because of the provisions of Section 401(m) of the Internal Revenue Code, subject to the conditions and limitations and the non-discrimination test described in subsection 6.7.

3.3 Changes in Rate of Contributions

In accordance with rules established by the committee pursuant to subsection 3.7, a participant may elect as of any payday to change the rate of his contributions (within the limits specified in subsection 3.1) or may elect to change making

basic or voluntary contributions from a before-tax basis to an after-tax basis or to a Roth 401(k) contributions basis.

3.4 Discontinuance and Resumption of Contributions

A participant may discontinue or resume making contributions as follows:

- (a) A participant may elect to discontinue making before-tax or after-tax contributions, or all such contributions, or a participant may elect to resume making such contributions, in accordance with rules established by the committee pursuant to subsection 3.7.
- (b) If a participant ceases to be a covered employee, his contributions shall be automatically discontinued. The participant may elect to resume making contributions after he again becomes a covered employee in accordance with rules established by the committee pursuant to subsection 3.7.
- (c) If a participant withdraws part or all of his contributions in accordance with subsection 7.4 or 7.5, his contributions may be automatically suspended as provided in that subsection. The participant may resume making contributions after the applicable suspension period in accordance with rules established by the committee pursuant to subsection 3.7.

3.5 Base Compensation, Adjusted Base Compensation, Net Total Compensation

A participant's compensation taken into account for purposes of the plan shall consist of the following:

- (a) A participant's "base compensation" for purposes of employer matching contributions described in subsection 4.1 and employer non-matching contributions described in subsection 4.2 means the compensation that, but for his before-tax compensation deferral authorizations made under subparagraphs 3.1(a)-(c), and after-tax contributions authorizations made under subparagraph 3.1(d), and his before-tax compensation deferral authorizations made under a plan maintained by the employers pursuant to Section 125 or 132(f)(4) of the Internal Revenue Code, would be payable to him for services rendered to the employers as an employee

and would be subject to withholding for federal income taxes (before taking into account any withholding exemptions) on the basis of his regular hours and the hourly rate specified by the Sargent & Lundy salary list or, if the participant does not have an hourly rate, on the basis of his monthly salary rate, excluding any such compensation that would be payable before the date as of which he becomes a participant or during any period he is not a covered employee, but the participant's base compensation for any plan year shall be limited to the dollar limitation contained in Section 401(a)(17) of the Internal Revenue Code in effect for such plan year.

Base compensation generally shall include payment for the items described in subparagraph (i) below and generally shall exclude (but exclusions may not necessarily be limited to) payment for the items described in subparagraph (ii) below:

- (i) Includes compensatory time taken, holiday time, salary law pay, vacation taken, illness time, miscellaneous personal time, any differential wage payment as defined in Section 3401(h) of the Internal Revenue Code and extended illness time for which the employee is entitled to receive compensation; and
 - (ii) Excludes overtime, incentive bonuses and all other bonuses, separation pay, reimbursements and allowances (including housing, relocation, furniture, and clothing allowances), premiums (including Sunday, second and third shift, foreign mobility, and holiday premiums), tax equalization, field salary or wage adjustment, taxable travel, taxable per diem, special duty pay, tuition reimbursement, compensatory time payoff, vacation payoff, or unused vacation pay.
- (b) A participant's "adjusted base compensation," for purposes of participant before-tax and after-tax contributions described in subparagraphs 3.1(a)-(d), means the participant's base

compensation as defined above, but including overtime, vacation payoff, unused vacation pay, and compensatory time payoff, and excluding compensation payable in a form other than cash (except that “adjusted base compensation” shall include the cost of employer-provided group-term life insurance in excess of \$50,000).

- (c) A participant’s “total compensation” for purposes of lump sum after-tax contributions described in subparagraph 3.1(d) means his adjusted base compensation as defined above, plus any other taxable compensation payable to him by an employer for the plan year, but limited to the dollar limitation contained in Section 401(a)(17) of the Internal Revenue Code in effect for such plan year.
- (d) For purposes of the definition of compensation under this subsection, amounts under Section 125 include any amounts not available to a participant in cash in lieu of group health coverage because the participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Section 125 only if the employer does not request or collect information regarding the participant’s other health coverage as part of the enrollment process for the health plan.
- (e) The following payments shall be excluded from the definition of compensation under this subsection:
 - (i) payments to a participant who does not currently perform services for the employers or affiliates by reason of qualified military service (within the meaning of Section 414(u)(1) of the Internal Revenue Code); and
 - (ii) payments to a participant who is permanently and totally disabled, as defined in Section 22(e)(3) of the Internal Revenue Code.

3.6 Payment of Participant Contributions

Employer contributions representing the amounts by which participants’ compensation has been reduced during any calendar month for the purpose of making contributions on a before-tax basis will be paid to the trust fund as soon as practicable

after the date the contributions were made, but in no event later than the time prescribed by law. Participants' after-tax contributions deducted from their compensation during any calendar month also will be paid to the trust fund as soon as practicable after the date the contributions were made, but in no event later than the time prescribed by law. Participants' contributions will be paid to the trust fund in cash, without interest.

3.7 Participant Contribution Elections

A participant's election to make contributions, change the rate of his contribution, or discontinue or resume contributions under this Section 3 must be made on a form supplied by the committee for that purpose. Such elections must be made and filed in accordance with rules established by the committee from time to time and shall become effective as specified in such rules. A participant must be a covered employee when he begins making, is making or resumes making contributions under this Section 3.

3.8 Automatic Increases in Before-tax Contribution Rate

Each new participant (including each individual who is rehired by an employer as a full-time or part-time covered employee with a revised service date (as determined by the Committee in accordance with uniform procedures) of January 1, 2008 or later) who has not opted out of the automatic before-tax contributions described in subparagraph 3.1(b) of the plan, or who has opted out but elected a contribution rate (in any combination of before-tax contributions, Roth 401(k) contributions and after-tax contributions) that totals lower than 6% but greater than 0%), shall be deemed to have made an election to increase his before-tax contribution rate by one percent effective as of each April 1 (beginning with April 1, 2009 and each April 1 thereafter) until the aggregate rate of before-tax contributions, Roth 401(k) contributions and after-tax contributions totals six percent of the participant's compensation; provided, however, that prior to the commencement of such automatic annual increases, the committee shall provide each such participant with a notice explaining his right to affirmatively elect not to have such automatic annual increases apply to his before-tax contribution rate. A participant shall have 60 days during which he may make such alternative election before compensation earned on or after such 60-day period becomes subject to these automatic annual increase rules. If, during the 60 day notice period, a participant does not choose to opt out of the automatic increase, or does not choose an alternative means of increasing his aggregate before-tax contributions, Roth 401(k) contributions and after-tax contributions rate by one percent (until the aggregate rate of before-tax contributions, Roth 401(k) contributions and after-tax contributions totals six percent of the participant's compensation), then the participant's before-tax contribution rate shall be subject to the one percent automatic increase. A participant's before-tax contribution rate shall not automatically increase as of any April 1 if such increase would cause the participant's before-tax contribution rate to exceed the applicable limit determined by the committee pursuant to subparagraph

3.1(a). An automatic increase in a participant's before-tax contribution rate shall be treated as a participant's election to change his before-tax contribution rate for all purposes of the plan. Notwithstanding the foregoing, the before-tax contribution rate of any participant hired (or rehired, as described above) in the six month period prior to April 1 of a particular year will not be subject to an automatic increase for that particular year.

SECTION 4

Employer Contributions

4.1 Employer Matching Contributions

Subject to the conditions and limitations of this Section 4 and the provisions of Sections 6 and 13, for each calendar month each employer may, in its discretion, make employer matching contributions under the plan on behalf of each eligible participant under subsection 2.3 who makes before-tax contributions (including before-tax catch-up contributions as described in subsection 3.1(c) of the plan and Roth 401(k) contributions described in Section 15 to the Plan) and/or after-tax contributions (described in subparagraph 3.1(d)) in an amount equal to a percentage (the “matching contribution percentage”) of the participant’s base compensation from that employer for such month that is contributed by the participant pursuant to subsections 3.1 and 4.3. Such matching contribution percentage may equal zero percent. Prior to January 1 and July 1 of each year, each employer will determine the matching contribution percentage to be contributed monthly by that employer during the six-month period beginning on such January 1 or July 1. For purposes of determining the amount of an employer’s contribution, before-tax contributions and/or after-tax contributions made by participants who have not qualified for employer matching contributions in accordance with subsection 2.3 shall be disregarded. Notwithstanding anything in the plan to the contrary, Temporary Employees shall not be eligible to receive employer matching contributions under this subsection.

4.2 Employer Non-Matching Contributions

In addition to the matching contributions described in subsection 4.1, each employer may make an employer non-matching contribution (the “employer non-matching contribution”) in an amount equal to a percentage, as determined by the committee (the “non-matching percentage”) of each participant’s base compensation for the payroll period. Temporary Employees shall not be eligible to receive employer non-matching contributions under this subsection.

4.3 Employer Contributions of Participants’ Before-tax Contributions

Subject to the conditions and limitations of this Section 4 and of Sections 6 and 13, for each payroll period each employer will make a contribution under the plan on behalf of each participant employed by the employer who has qualified for such contribution in accordance with subsection 2.3 and has elected to make before-tax contributions of the amount of compensation reduction made during that payroll period

from the participant's adjusted base compensation from that employer with respect to such contributions.

4.4 Employer Contribution Limitations

An employer's contributions under subsections 4.1 and 4.2 for all calendar months within any plan year shall not exceed the lesser of (i) its net earnings (as defined below); and (ii) an amount equal to the maximum amount deductible on account of such contributions by that employer as an expense for purposes of federal taxes on income. In the case of an employer that is a partnership (or for tax purposes is considered a partnership), its "net earnings" as used above with respect to any plan year means the employer's net earnings for that plan year, as determined in accordance with generally accepted accounting principles, but before its contributions for that plan year and before any distributions of income to partners (or, in the case of a limited liability company, Members). In the case of an employer that is a corporation, its "net earnings" as used above with respect to any plan year means its net earnings for that plan year, as determined in accordance with generally accepted accounting principles, but before its contributions for that plan year and before taking into account federal and state taxes on income or, if greater, its accumulated net profits as of the end of that plan year, as determined in accordance with generally accepted accounting principles, but before such contributions.

4.5 Application of Remainders

The amount an employer otherwise is required to contribute for any payroll period pursuant to subsections 4.1 and 4.2 shall be reduced by the total remainders (as defined in subsection 8.3) that have arisen under the plan, are attributable to contributions made by that employer and have not previously been applied to reduce the employer's contributions required under subsections 4.1 and 4.2 or used to reduce administrative expenses of the plan, as determined in the employer's discretion. If such remainders exceed the employer's contribution required for that payroll period under subsections 4.1 and 4.2, the excess may, at the discretion of the employer, be used to pay administrative expenses of the plan, or may be carried forward and applied to reduce future contributions otherwise required of that employer under subsections 4.1 and 4.2. Except where expressly provided to the contrary, reference to an employer's matching and non-matching contributions made pursuant to subsections 4.1 and 4.2 for any payroll period shall mean the remainders applied to reduce the total amount such employer otherwise was required to contribute for that payroll period pursuant to that subsection plus the actual amount contributed by the employer for that payroll period pursuant to that subsection. For purposes of this subsection, that portion of a remainder as at any date that is attributable to the prior contributions of an employer shall be deemed to be that proportion of such remainder which the total contributions made by that employer and credited to the

employer contribution account of the participant with respect to whom the remainder arose bear to the total contributions made by all employers and credited to that account.

4.6 Verification of Employer Contributions

The certificate of an independent certified public accountant selected by Sargent & Lundy as to the correctness of any amounts or calculations relating to an employer's contributions under the plan for any period shall be conclusive on all persons.

4.7 Payment of Employer Contributions

Each employer's contributions required under subsections 4.1 and 4.2 for any payroll period, if any, will be paid to the trust fund not later than the thirtieth day after the end of that month. Employer contributions under subsections 4.1, 4.2 and 4.3 shall be paid to the trustee in cash, without interest.

SECTION 5

Investments and Accounting

5.1 Investment Funds

The committee shall make available a variety of investment funds within the trust fund (including, without limitation, a self-directed brokerage option), in which a participant may elect to have invested all or a specified percentage of the participant's account balances, pursuant to subsection 5.2. The committee shall describe the investment funds in one or more separate written documents that are distributed to participants. Amounts included in any investment fund may be invested in securities or any other types of investments that have been designated by the committee as the types of investments for that fund. Pending investment, reinvestment or distribution as provided in the plan, the trustee may temporarily retain the assets of any one or more of the investment funds in cash, commercial paper, short-term obligations, or undivided interests or participations in common or collective short-term investment funds. The committee from time to time may make available additional investment funds or may discontinue or consolidate any existing investment funds.

5.2 Investment Elections by Participants

A participant shall elect the percentages of his participant contributions and the contributions made on his behalf by the employers that are to be invested in the investment funds, in even multiples of one percent. Elections by participants under this subsection, as well as their elections pursuant to subsection 5.3 to modify previous elections made under this subsection, or elections pursuant to subsection 5.4 to transfer account balances between investment funds, shall be made on forms supplied by the committee for that purpose in accordance with rules established by the committee from time to time. Such elections shall become effective as specified in such rules. If a participant does not elect to invest part or all of his contributions in any investment fund, such contributions shall be invested in the Vanguard Target Retirement Fund that corresponds most closely to the year in which the participant reaches age 65 (the "Vanguard Target Retirement Fund"). The participant may transfer his contributions from the Vanguard Target Retirement Fund by electing alternative investment funds pursuant to subsection 5.4 and applicable committee rules. Notwithstanding the foregoing provisions of this subsection 5.2, subsection 5.3 or 5.4 or any other provision of the plan to the contrary, the committee shall have the authority to take any actions or establish any policies to deter or terminate any participant's ability to transfer his account balance or any portion thereof, or direct the investment of his account balance, into or out of any investment fund, as the result of any participant investment activity deemed by the

committee to constitute “market timing,” “late trading,” “time zone arbitrage,” or any other participant account investment practice deemed by the committee to be abusive, excessive or to the detriment of other plan participants.

5.3 Change in Investment Election

A participant may elect to change his investment election on any business day in accordance with rules established by the committee pursuant to subsection 5.2. A “business day” is any day on which the New York Stock Exchange is open for business. Such change shall be limited to the investment choices and increments specified in subsection 5.2 and shall apply only with respect to those contributions actually received by the trustee or, if applicable, the insurance company on and after the date the trustee or the insurance company receives from the committee such written notice of change as shall be required by the trustee or the insurance company.

5.4 Election to Transfer Between Investment Funds

A participant may elect to transfer any portion of the value of any of his account balances from any investment fund to any other investment fund, in accordance with rules established by the committee pursuant to subsection 5.2. A participant may elect to transfer any portion of the value of any one or any combination of his account or subaccount balances from any investment fund to any other investment fund, in accordance with rules established by the committee pursuant to subsection 5.2. An election to transfer from one investment fund to another investment fund may be made by a participant on any business day. Notwithstanding the foregoing, at the time a new investment fund is added to the investment funds, the committee, in its discretion and in accordance with rules uniformly applicable to all participants, may permit participants to make special one-time transfers from the Vanguard Target Retirement Fund into the new investment fund.

5.5 Separate Accounts

The following separate accounts are maintained in the name of each participant, to the extent appropriate:

- (a) An “employer contribution account” to reflect the participant’s share of employer contributions made pursuant to subsection 4.1 and invested under the plan.
- (b) A “participant contribution account” to reflect the participant's contributions made on an after-tax basis and invested under the plan, and any voluntary contributions he

had made under Sargent & Lundy Retirement Plan and earnings thereon that had been transferred to this plan pursuant to his election to be held and invested hereunder. Each participant contribution account shall be divided into such subaccounts as are necessary to separately account for (i) the participant's contributions made prior to January 1, 1987, (ii) the income, losses, appreciation and depreciation attributable to contributions made prior to January 1, 1987, and (iii) the participant's contributions made after December 31, 1986, and the income, losses, appreciation and depreciation attributable thereto.

- (c) A “participant deferral contribution account” to reflect any before-tax contributions (including before-tax catch-up contributions described in subsection 3.1(c) of the plan) made on and after July 1, 1984 by the participant and invested under the plan. As provided in subparagraph (b) next above, the participant’s after-tax contributions, if any, and the participant’s lump sum after-tax contributions are credited to and reflected in his participant contribution account.

The establishment and maintenance of participants’ accounts is the responsibility of and shall be carried out by the committee; provided, however, the committee may delegate part or all of such plan accounting responsibilities to the insurance company, the trustee, or any other entity or person or persons. Each employer contribution account, participant contribution account and participant deferral contribution account will be subdivided into separate subaccounts reflecting the portion, if any, of such account that is invested in any of the investment funds. Unless the context indicates otherwise, references in the plan to a participant's “accounts” mean all accounts maintained on his behalf under the plan. Such additional accounts may be established and maintained in the names of participants or otherwise as the committee may deem necessary or advisable. If the insurance company, the trustee or any other entity or person or persons are maintaining participants' accounts, the committee shall furnish such information as shall be required in order to properly maintain such accounts.

5.6 Accounting Date

The term “accounting date” shall mean any business day of the year, including any day during which the New York Stock Exchange is open for business.

5.7 Allocation and Crediting of Employer Contributions

Subject to the provisions of Section 6, as of each accounting date each employer's matching contribution under subsection 4.1 for the payroll period ending on that date shall be allocated among and credited to the employer contribution accounts of participants employed by that employer during such payroll period as covered employees, pro rata, according to the eligible before-tax and/or after-tax contributions made by such participants for that payroll period and deducted by the employer. Subject to the provisions of Section 6, as of each accounting date each employer's non-matching contribution under subsection 4.2 for the payroll period ending on that date shall be allocated among and credited to the employer contribution accounts of participants employed by that employer during such payroll period as covered employees, pro rata, according to the base compensation received by such participants from the employer for that payroll period.

5.8 Crediting of Participant Contributions

Each participant's before-tax contributions during any payroll period and any before-tax catch-up contributions made by the participant during that payroll period shall be credited to his participant deferral contribution account as of the pay date for that payroll period. Each participant's after-tax contributions during any payroll period and any lump sum after-tax contributions made by the participant during that payroll period shall be credited to his participant contribution account as of the pay date for that payroll period. Rollover contributions shall be credited as provided in subsection 5.12.

5.9 Charging Withdrawals and Distributions

Withdrawals requested by a participant during any payroll period will be charged to his appropriate accounts upon approval by the Committee, with his accounts being charged in the order described in subsection 7.3, 7.4, 7.5, or 7.8, whichever is applicable.

5.10 Adjustment of Participants' Accounts

As of each accounting date participants' accounts shall be adjusted as follows:

- (a) First, the proper accounts shall be charged with all loans and withdrawals made under the plan that are required to be charged as of that accounting date in accordance with subsection 5.9 and subparagraph 7.7(c);

- (b) Next, the balances in all participants' accounts, other than segregated accounts (as described in subparagraph 7.2(c)), that are invested in each investment fund shall be adjusted upward or downward, pro rata, according to the credit balances thereof so that the total of the credit balances will equal the then adjusted net worth (as defined below) of that investment fund;
- (c) Next, participants' employer contribution accounts shall be credited with employer contributions that are to be allocated and credited as of that accounting date in accordance with subsection 5.7;
- (d) Next, the proper participant deferral contribution accounts and participant contribution accounts shall be credited with the amounts of contributions that are required to be credited as of that date in accordance with subsection 5.8;
- (e) Next, the appropriate subaccounts of participants shall be adjusted to reflect transfers of balances in their subaccounts between investment funds pursuant to their investment elections made in accordance with subsection 5.4;
- (f) Next, the proper accounts shall be charged with all distributions made under the plan that are required to be charged as of that accounting date in accordance with Section 8;
- (g) Next, the proper accounts shall be credited with rollover contributions made by the participant in accordance with subsection 5.12 and received by the trustee that have not previously been credited; and
- (h) Finally, the proper accounts shall be credited with principal and interest loan repayments made during the accounting period ending on that accounting date.

The "adjusted net worth" of an investment fund as of any accounting date means the then net worth of that investment fund as determined by the trustee in accordance with the provisions of the trust agreement, but disregarding any segregated account balances that are invested in that investment fund and any participant contributions and any employer matching and non-matching contributions that had been paid to the trust fund and invested in that investment fund prior to such accounting date but are required to be credited to participants' accounts as of that or a later accounting date. The foregoing provisions of

this subsection shall be modified to the extent required to reflect the rules adopted by the committee pursuant to subsection 7.6 with respect to loans made to participants under the plan.

5.11 Statement of Account

As soon as practicable after the end of each calendar quarter each participant will be furnished with a statement reflecting the balance in his accounts as of the end of that quarter, after all adjustments required of such accounts as of the end of that quarter have been made.

5.12 Rollovers Into the Plan

At the direction of the committee, and in accordance with such rules as the committee may establish from time to time, the trustee may receive participant rollover contributions and/or direct rollovers of distributions from:

- (a) a qualified plan described in Section 401(a) or 403(a) of the Internal Revenue Code, including after-tax employee contributions;
- (b) an annuity contract described in Section 403(b) of the Internal Revenue Code;
- (c) an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and
- (d) an individual retirement account or annuity described in Section 408(a) or 408(b) of the Internal Revenue Code that is eligible to be rolled over and would otherwise be includible in gross income.

Such contributions will be credited by the trustee to an account under the plan established in the name of the participant or employee. An employee may make a rollover contribution prior to the date on which he becomes eligible to join the plan but may not make a withdrawal under subsection 7.3 from his rollover account until he has met the requirements for eligibility under subsection 2.1 and has elected to become a participant in the plan in accordance with subsection 2.2. Any amount received by the trustee for an employee in accordance with the preceding sentence shall be adjusted from time to time in accordance with subsection 5.10 and shall be fully vested in the employee for whom it is held under the plan. In no event shall the committee accept a rollover

contribution unless the participant or employee has furnished such information as the committee deems necessary to show that the rollover contribution would meet the requirements of this subsection, the Code and regulations thereunder applicable to tax-free rollovers. If, after a rollover contribution has been made, the committee learns that such contribution did not meet those provisions, the committee may direct the trustee to make a distribution to the participant or employee of the entire amount of the rollover contribution received, adjusted for earnings, losses, appreciation and depreciation thereon for the period during which the rollover contribution was credited to the account or accounts of the participant or employee.

5.13 Rollovers from the Plan

Notwithstanding any provisions of the plan to the contrary that would otherwise limit a distributee's election under this subsection 5.13, a distributee (as defined below) may elect in writing, at the time and in the manner prescribed by the committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

The following definitions shall apply for purposes of the subsection 5.13:

- (a) A “distributee” includes an employee or former employee, the employee’s or former employee’s surviving spouse, an alternate payee under a “qualified domestic relations order” as defined in Section 414(p) of the Internal Revenue Code, or a designated beneficiary as defined in Section 401(a)(9)(E) of the Internal Revenue Code. Solely to the extent permitted under Section 402(c)(11) of the Internal Revenue Code and the regulations and other guidance issued thereunder, if a direct trustee-to-trustee transfer is made to an individual retirement account or annuity described in Sections 408(a) or (b) of the Internal Revenue Code or Section 408A of the Internal Revenue Code that is established for the purpose of receiving a distribution on behalf of a non-spouse designated beneficiary (as defined by Section 401(a)(9)(E) of the Internal Revenue Code), the transfer shall be treated as an eligible rollover distribution for purposes of this Plan and Section 402(c) of the Internal Revenue Code. To the extent provided in regulations and other guidance prescribed by the Internal Revenue Service under Section 402(c)(11) of the Internal Revenue Code, the IRA of the non-spouse Beneficiary is treated as an inherited IRA within the meaning of Section 408(d)(3)(C) of the Internal Revenue Code.

- (b) An “eligible rollover distribution” is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include
- (i) any distribution that is one of a series of substantially equal periodic payments (payable not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or life expectancies) of the distributee and the distributee’s designated beneficiary, or for a specified period of ten years or more;
 - (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and
 - (iii) any distribution that is a withdrawal of a participant's deferral contribution account on account of hardship as described in subparagraph 7.5.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Sections 408(a) or (b) of the Internal Revenue Code, or to a qualified plan described in Sections 401(a) or 403(a) of the Internal Revenue Code or an annuity contract described in Section 403(b) of the Internal Revenue Code, or a Roth IRA (solely to the extent allowed under the Internal Revenue Code) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible.

- (c) An “eligible retirement plan” is (i) an individual retirement account described in Section 408(a) of the Internal Revenue Code, (ii) an individual retirement annuity described in

Section 408(b) of the Internal Revenue Code, (iii) an annuity plan described in Section 403(a) of the Internal Revenue Code, (iv) a qualified trust described in Section 401(a) of the Internal Revenue Code, (v) an annuity contract described in Section 403(b) of the Internal Revenue Code, (vi) an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that accepts the distributee's eligible rollover distribution, or (vii) a Roth IRA under Section 408A of the Internal Revenue Code if such distribution meets the requirements of Section 402(c) of the Internal Revenue Code. In accordance with Section 408A of the Internal Revenue Code and the regulations and other guidance issued thereunder, a distributee may elect to roll over any portion of an eligible rollover distribution to a Roth IRA in a qualified rollover contribution (as defined in Section 408A of the Internal Revenue Code) if the rollover requirements of Section 402(c) of the Internal Revenue Code are met. For tax years beginning prior to January 1, 2010, a distributee shall not be eligible to make a qualified rollover contribution to a Roth IRA unless he satisfies the requirements of Section 408A(c)(3)(C) of the Internal Revenue Code and the regulations and other guidance issued thereunder. The definition of an eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code.

- (d) A "direct rollover" is a payment made directly by the plan to the eligible retirement plan specified in writing by the distributee.

SECTION 6

Benefit Limitations

6.1 Defined Contribution and Defined Benefit Plans

Section 415 of the Internal Revenue Code imposes certain limitations on the amount of benefits that may be provided for a participant under a defined contribution plan (as defined in Section 414(i) of the Internal Revenue Code) maintained by his employer. This plan is a defined contribution plan and, therefore, each participant in the plan shall be subject to the maximum benefit limitations set forth in this Section 6, irrespective of any other provisions of the plan.

6.2 Limitation Year and Total Compensation

For purposes of this Section 6:

- (a) A “limitation year” means the twelve-month period ending on December 31 of each year; and
- (b) A participant's “total compensation” means, with respect to any limitation year, the safe harbor definition of compensation set forth in Treasury Regulation Section 1.415(c)-2(d)(2). Notwithstanding the foregoing, total compensation for a limitation year shall include compensation paid to the participant by the later of 2-1/2 months after the participant’s severance from employment with an employer or any affiliate or the end of the limitation year that includes the date of such severance from employment if the payment is regular compensation for services during the participant’s regular working hours, or compensation for services outside the participant’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 participant while the participant continued in employment with an employer or any affiliate. Any other payments shall not be considered total compensation if paid after severance from employment with an employer and any affiliate, even if they are paid by the later of 2-1/2 months after the date of such severance from employment or the end

of the limitation year that includes the date of such severance from employment.

The determination of total compensation shall include any elective deferral (as defined in Section 402(g)(3) of the Internal Revenue Code) and any amount contributed or deferred by the employer at the participant's election which is excludable from income under Section 125, 132(f)(4) or 457 of the Internal Revenue Code. Notwithstanding any provision of the plan to the contrary, total compensation shall not include amounts in excess of the limitation under Section 401(a)(17) of the Internal Revenue Code in effect for the limitation year.

6.3 Defined Contribution Plan Limitations

The annual addition (as defined below) to the accounts of any participant for any limitation year shall not exceed the maximum annual addition (as defined below) for that year. The term “annual addition” as applied to a participant for any limitation year means the sum of:

- (a) That portion of the employer matching and non-matching contributions made pursuant to subsections 4.1 and 4.2 that has been allocated and credited to his employer matching contribution account for that year; and
- (b) That portion of the employers' contributions made pursuant to subsection 4.3 that has been allocated and credited to his participant deferral contribution account for that year; and
- (c) His participant contributions made on an after-tax basis that have been credited to his participant contributions account for that year.

Rollover contributions shall not be included in a participant's annual addition. Notwithstanding the foregoing, any contributions made pursuant to Section 414(u) of the Internal Revenue Code by reason of an eligible employee's qualified military service shall be disregarded for purposes of determining a participant's annual addition. Except to the extent permitted under Section 414(v) of the Internal Revenue Code, the “maximum annual addition” that may be contributed or allocated to a participant's account under the plan for any limitation year means the lesser of (a) \$49,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Internal Revenue Code, or (b) 100 percent of the participant's total compensation for that limitation year. The compensation limit

referred to in (b) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Internal Revenue Code) which is otherwise treated as an annual addition. Any employer matching contribution that cannot be allocated and credited to a participant's accounts because of the foregoing limitations shall be applied to reduce subsequent employer matching contributions otherwise required to be made under the plan.

6.4 Combining of Plans

In applying the limitations set forth in subsection 6.3, reference to the “plan” shall mean the plan and all other defined contribution plans (whether or not terminated) maintained by each employer and each affiliate of that employer and reference to a defined benefit plan maintained by an employer or an affiliate of that employer shall mean that plan and all other defined benefit plans (whether or not terminated) maintained by each employer and each affiliate of that employer.

6.5 Dollar Limitation on Contributions Made on a Before-tax Basis

In no event shall the sum of a participant's before-tax contributions exceed the dollar limitation contained in Section 402(g) of the Internal Revenue Code in effect for such taxable year, or such lesser maximum amount as the committee may determine. Notwithstanding the foregoing, before-tax contributions and catch-up contributions shall not include deferrals made pursuant to Section 414(u) of the Internal Revenue Code by reason of an eligible employee’s qualified military service. If for any plan year a portion of a participant's before-tax contributions exceeds such annual dollar limit (such portion is referred to as an “excess deferral”) the committee shall direct that the excess deferral (and the income allocable to such excess deferral as determined under subsection 6.9) be distributed to such participant not later than April 15 of the next following plan year. If a participant has made excess deferrals and excess contributions (as defined in subsection 6.6) for the same plan year, the distributions of such excess amounts shall be coordinated to the extent appropriate to eliminate duplication.

6.6 Percentage Limitation on Before-tax Contributions

Participants’ before-tax contributions are intended to qualify as a cash or deferred arrangement under Section 401(k) of the Internal Revenue Code and therefore such contributions are subject to the following:

- (a) In no event shall the actual deferral percentage (as defined below) of eligible employees who are highly compensated employees (as defined in subsection 6.9) for any plan year exceed the greater of:

- (1) the actual deferral percentage of all other eligible employees for such plan year multiplied by 1.25; or
- (2) the actual deferral percentage of all other eligible employees for such plan year multiplied by 2.0; provided that the actual deferral percentage of such highly compensated employees does not exceed that of all other eligible employees by more than two percentage points.

The “actual deferral percentage” of a group of eligible employees for a plan year means the average of the ratios (determined separately for each eligible employee in such group) of: (i) the before-tax contributions (excluding catch-up contributions and before-tax contributions made pursuant to Section 414(u) of the Internal Revenue Code by reason of an eligible employee’s qualified military service) credited to each such eligible employee’s accounts for such plan year, to (ii) the eligible employee’s total compensation (as defined in subparagraph 6.2(b)) for such plan year. For purposes of this subsection 6.6 and subsection 6.7, an “eligible employee” is an employee who is eligible to elect to make before-tax contributions under the plan.

- (b) The committee shall monitor such contributions from time to time during each plan year and, to the extent necessary to ensure compliance with this subsection, may limit such contributions to be made for the balance of that plan year on behalf of participants who are highly compensated employees.
- (c) If any before-tax contributions are made for any plan year by one or more highly compensated employees that otherwise would result in the plan’s failure to meet the requirements of this subsection, such contributions will be reduced (in the order of their contribution amounts beginning with the largest amount), to the extent necessary to meet the requirements of this subsection 6.6. The portion of such contributions that are so reduced are referred to as “excess contributions”.

- (d) The committee shall direct that excess contributions (and income allocable to such excess contributions as determined under subsection 6.9) for any plan year be distributed to the highly compensated employees who made them as soon as practicable, but not later than December 31st of the next following plan year.
- (e) If a participant has made excess contributions and excess deferrals (as defined in subsection 6.5) for the same plan year, the distributions of such excess amounts shall be coordinated to the extent appropriate to eliminate duplication.

6.7 Percentage Limitation on Employer Matching Contributions and Participant After-tax Contributions

Employer matching contributions and participant contributions made on an after-tax basis are subject to the nondiscrimination requirements of Section 401(m) of the Internal Revenue Code, as follows:

- (a) In no event shall the actual contribution percentage (as defined below) of eligible employees who are highly compensated employees for any plan year exceed the greater of:
 - (1) the actual contribution percentage of all other eligible employees for such plan year multiplied by 1.25; or
 - (2) the actual contribution percentage of all other eligible employees for such plan year multiplied by 2.0; provided that the actual contribution percentage of such highly compensated employees does not exceed that of all other eligible employees by more than 2 percentage points.

The “actual contribution percentage” of a group of eligible employees for a plan year means the average of the ratios (determined separately for each eligible employee in such group) of: (i) the participant after-tax contributions and employer matching contributions (excluding matching and after-tax contributions made pursuant to Section 414(u) of the Internal Revenue Code by reason of an eligible

employee's qualified military service) made by or on behalf of each eligible employee for such plan year, to (ii) the eligible employee's total compensation (as defined in subparagraph 6.2(b)) for such plan year.

- (b) The committee shall monitor such contributions from time to time during each plan year and, to the extent it considers necessary to insure compliance with this subsection, may limit such contributions to be made for that plan year by participants who are highly compensated employees (as defined in subsection 6.9).
- (c) If any participant after-tax contributions or employer matching contributions are made under the plan for any plan year with respect to one or more highly compensated employees that otherwise would result in the plan's failure to meet the requirements of this subsection, such contributions will be reduced (in the order of their contribution amounts beginning with the largest amount), to the extent necessary to meet the requirements of this subsection 6.7. The portion of such contributions that are so reduced are referred to as "excess aggregate contributions."
- (d) The committee shall direct that the portion of excess aggregate contributions attributable to participant after-tax contributions (and income allocable to such excess aggregate contributions as determined under subsection 6.8) for any plan year be distributed to the highly compensated employees who made such contributions as soon as practicable, but no later than December 31 of the next following plan year.. The committee shall direct that the portion of excess aggregate contributions attributable to employer matching contributions for any plan year (and income allocable to such excess aggregate contributions as determined under subsection 6.8) be applied to reduce employer matching contributions in the next following plan year.

6.8 Allocation of Income to Distributions Under Subsections 6.5, 6.6, and 6.7

The income allocable to distributions required under subsections 6.5, 6.6, and 6.7 shall be determined as follows:

- (a) Income or Loss Allocable for Plan Year. The income or loss allocable to a participant's excess deferral, excess contribution or excess aggregate contribution, as the case may be, for the plan year in which such excess amount arose shall be determined by multiplying the income or loss allocable to the participant before-tax contributions, employer matching contributions and participant after-tax contributions for that plan year to which such excess amount pertains by a fraction. The numerator of the fraction shall be the excess amount and the denominator shall be the total balance in the applicable account to which such excess amount was credited as determined as of the end of that plan year, reduced by the gain, and increased by the loss, allocable to such account balance for that plan year. Notwithstanding the foregoing, income or loss allocable to a participant's excess deferral, excess contribution or excess aggregate contribution, as the case may be, for the plan year in which such excess amount arose may be determined using any reasonable and nondiscriminatory method of allocating investment income or losses to participants' accounts.

- (b) Gap Period. Notwithstanding any other provision of the plan to the contrary, no income or loss shall be allocated to a participant's excess deferral, excess contribution or excess aggregate contribution, as the case may be, for the period between the end of the plan year in which such excess amount arose and the date of the corrective distribution (the "gap period").

6.9 Highly Compensated Employee

A "highly compensated employee" means any present or former employee, partner or Member of the employers who:

- (a) at any time during the plan year or the preceding plan year was a 5 percent or greater owner of an employer; or

- (b) during the preceding plan year:
 - (i) received total compensation (as defined in subparagraph 6.2(b)) from the employers in excess of \$110,000 (or such greater amount as

may be determined by the Secretary of the Treasury); and

- (ii) was in the top 20 percent of employees (including Members) when ranked on the basis of compensation paid for the plan year.

6.10 Corrective Contributions/Reallocations

In addition to the powers described in subsection 10.2, the committee may take the following actions to correct errors in the administration of the plan:

- (a) If, with respect to any plan year, an administrative error results in a participant's account not being properly credited with contributions, or earnings on any such amounts, the committee may take one or more of the following corrective actions in order to place such participant's account in the position that the account would have been in had no error occurred:
 - (i) Direct additional contributions to be made to such participant's accounts;
 - (ii) Reallocate existing contributions among the accounts of affected participants; or
 - (iii) Such other actions as it considers desirable under the circumstances as are consistent with the principles of the Employee Plans Compliance Resolution System set forth in Revenue Procedure 2008-50 and/or subsequent guidance published in the Internal Revenue Bulletin.
- (b) If, with respect to any plan year, and administrative error results in an amount being credited to the account of a participant or any other individual who is not otherwise entitled to such amount, the committee may take corrective action, including, but not limited to:
 - (i) Direct the forfeiture of such amounts erroneously credited (with such forfeitures to

be used to reduce future employer contributions or other contributions to the plan;

- (ii) Reallocate such erroneously credited amounts to other participants' accounts; or
- (iii) Such other actions as it considers desirable under the circumstances as are consistent with the principles of the Employee Plans Compliance Resolution System set forth in Revenue Procedure 2008-50 and/or subsequent guidance published in the Internal Revenue Bulletin.

SECTION 7

Period of Participation, Withdrawals

7.1 Settlement Dates

A participant's "settlement date" will be the date on which his employment with all of the employers and all affiliates is terminated because of the first to occur of the following events:

- (a) Normal or Late Retirement. The participant retires or is retired from the employ of all of the employers and all affiliates upon or after attaining age 65 years ("normal retirement age").
- (b) Disability Retirement. The participant is retired from the employ of all of the employers and all affiliates at any age because of total and permanent disability. A participant will be considered totally and permanently disabled for the purposes of this subparagraph if:
 - (i) The participant has applied for disability benefits under the Federal Social Security Act;
 - (ii) The participant has authorized in writing the release to an authorized disability reviewer (as defined below) designated by the committee of medical records and reports relating to his disability, including physicians' statements, and has provided the authorized disability reviewer with such other information relating to the participant's disability as it has requested;
 - (iii) The authorized disability reviewer has furnished the committee a written report to the effect that the participant should qualify for disability benefits under the Federal Social Security Act; and
 - (iv) In the opinion of the committee, the participant's disability is not the result of (A) the habitual excessive use by the participant of

intoxicants, drugs or narcotics, or (B) injury or disease sustained by the participant as a result of willful participation in fights, riots or civil insurrections, or while committing or attempting to commit a crime, or (C) injury or disease sustained by the participant as a result of an act of war whether or not such act arises from a formally declared state of war, or (D) injury or disease sustained by the participant while working for anyone other than an employer or an affiliate and arising out of such other employment, or (E) a self-inflicted injury.

Notwithstanding the foregoing, if the authorized disability reviewer had furnished the committee a written report to the effect that a participant who had met the requirements of subparagraphs (i), (ii) and (iv) next above should not qualify for disability benefits under the Federal Social Security Act but the committee later determines that the participant has qualified for such benefits, the participant shall be considered totally and permanently disabled and his employment with the employers shall be considered to have terminated because of disability. For purposes of the plan, “authorized disability reviewer” means a corporation, partnership or sole proprietorship whose professional duties consist of, or include, the evaluation of disability conditions.

- (c) Death. The participant's death occurs.
- (d) Early Retirement, Resignation or Dismissal. The participant's termination of employment with all of the employers and the affiliates occurs because of early retirement (that is, he retires or is retired from the employ of all of the employers and the affiliates after attaining age 55 years but before attaining normal retirement age for a reason other than disability), or the participant's termination of employment with all of the employers and the affiliates occurs because of resignation or dismissal (that is, he resigns or is dismissed from the employ of all of the employers and the affiliates before attaining age 55 years and before retirement because of disability).

7.2 Restricted Participation

Subject to the provisions of subsection 7.3, if (i) a participant is transferred to employment with an affiliate that is not an employer, or (ii) a participant continues as an employee of an employer but ceases to be a covered employee, or (iii) distribution of part or all of a participant's benefits under the plan cannot be made on his settlement date, the participant or his beneficiary will be treated as a participant for all purposes of the plan, except as follows:

- (a) The participant may not make any contributions nor share in employer matching contributions for any period he is transferred to employment with an affiliate that is not an employer, or for any period he continues as an employee of an employer but ceases to be a covered employee, or for any calendar month beginning on or after his settlement date.
- (b) The participant's beneficiary cannot designate a beneficiary under subsection 8.7; provided, however, that an alternate payee under a qualified domestic relations order may designate a beneficiary (in accordance with subsection 8.7) to whom his or her benefits are to be paid in the event that the alternate payee should die prior to receiving all benefits allocated to such alternate payee under such qualified domestic relations order.
- (c) If payment of the participant's distributable share is to be made in a lump sum to the participant, or, in case of his death, to the participant's beneficiary, the participant's distributable share shall be segregated so that distribution shall be made as soon as possible after the participant's settlement date. For purposes of the next preceding sentence, the participant's distributable share to be segregated shall be his distributable share as determined under subsection 8.2 or 8.3, whichever applies, after any adjustments required as of the accounting date that occurs at the end of the month in which the participant's settlement date occurred. Notwithstanding the foregoing, such lump sum distribution shall not be made prior to the committee's receipt of any consent required under subparagraph 8.6(c); provided, however, that the committee reserves the right, on a uniform basis for similarly situated beneficiaries, to make distribution of a beneficiary's account balance in whole or in part at any time, notwithstanding any election to the contrary by the

beneficiary. In the absence of an election by the beneficiary to have no federal income tax withholding apply to such distribution, income tax withholding at a rate of ten percent shall be applied to such distribution.

7.3 Withdrawals from Participant Contribution and Rollover Accounts

In accordance with rules established by the committee pursuant to subsection 7.6, a participant whose settlement date has not occurred may elect to withdraw part or all of the balances in his participant contribution and rollover accounts in the order determined by the committee from time to time in a uniform manner.

7.4 Withdrawals from Employer Contribution Accounts

While the employers make employer contributions under the plan for the purpose of assisting participants to accumulate funds for use after retirement, it is recognized that it may be desirable under certain circumstances to allow a participant to withdraw part or all of the balance in his employer contribution account in which he would have a nonforfeitable interest if his settlement date occurred immediately before the withdrawal for a reason other than his disability or his death. Therefore, in accordance with rules established by the committee pursuant to subsection 7.6, as of an accounting date a participant whose settlement date has not occurred, and who has made all available withdrawals under subsection 7.3 of this plan, may make withdrawals from his employer contribution account, subject to the following:

- (a) Participation. If such participant has been a participant in the plan for at least sixty calendar months, he may withdraw all or a portion of the balance in his employer contribution account in which he has a nonforfeitable interest. For purposes of the next preceding sentence, participation in the plan shall include a participant's months of participation in any qualified plan formerly maintained by Sargent & Lundy if benefits accrued under such plan or plans were transferred to this plan on behalf of such participant.
- (b) Financial Emergency. If such participant has not been a participant in the plan for sixty calendar months, he may make a withdrawal from the nonforfeitable balance in his employer contribution account only to meet expenses arising out of a financial emergency. A financial emergency shall be determined to exist by the committee based on all relevant

facts and circumstances, and shall include (but not be limited to) the following:

- (i) medical expenses (as described in Section 213(d) of the Internal Revenue Code) incurred (or not yet incurred but necessary to obtain such medical care, as indicated by a statement to that effect signed by the participant's physician or the physician who will provide such medical care) by the participant, the participant's spouse or the participant's dependents (as defined in Section 152 of the Internal Revenue Code, without regard to paragraph (d)(1)(B) thereof) which are not reimbursed by insurance;
- (ii) purchase (excluding mortgage payments) of a principal residence of the participant;
- (iii) payment of tuition and related educational fees for the next twelve months of post-secondary education for the participant or the participant's spouse, children or dependents;
- (iv) the need to prevent the eviction of the participant from his principal residence or foreclosure on the mortgage of the participant's principal residence;
- (v) payments for burial or funeral expenses for the participant's deceased parent, spouse, children, or dependents (as defined in Section 152 of the Internal Review Code, without regard to paragraph (d)(1)(B) thereof);
- (vi) expenses for the repair of damage to the participant's principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (determined without regard to whether the loss exceeds 10% of adjusted gross income);
- (vii) to meet expenses arising out of a financial emergency due to accident, sickness, disability

or death within his immediate family, or resulting from a natural disaster, such as a tornado, flood, or fire; or

- (viii) any other financial hardship specified by the Internal Revenue Service in regulations.

The committee may rely, absent actual knowledge to the contrary, on the participant's written representation that the participant's financial need could not be satisfied in whole or in part from other resources reasonably available to the participant.

- (c) Penalties. A participant who makes a withdrawal pursuant to this subsection may not request another withdrawal under the plan during the period of six consecutive calendar months immediately following the month in which such withdrawal is made (provided, however, that the committee in its discretion may permit a participant to make more than one withdrawal within a six-month period, and such permission shall be denied or granted in a manner that does not discriminate in favor of highly compensated employees). In addition, such participant shall be eligible to make lump sum after-tax contributions described in subparagraph 3.1(d).

7.5 Withdrawals from Participant Deferral Contribution Accounts

In accordance with the rules established by the committee pursuant to subsection 7.6, as of an accounting date a participant whose settlement date has not occurred, and who has withdrawn all amounts available under subsections 7.3 and 7.4, then may withdraw all or a portion of his Roth 401(k) account and his participant deferral contribution account (including earnings credited to such account through December 31, 1988 but excluding all earnings credited thereafter) if his withdrawal from that account is a "hardship withdrawal." A "hardship withdrawal" is a withdrawal of an amount that is necessary to satisfy an immediate and heavy financial need of the participant and other resources are not reasonably available to the participant for this purpose. The foregoing definition shall be applied as follows:

- (a) Financial Need. Immediate and heavy financial need shall be determined to exist by the committee based on all relevant facts and circumstances, and shall include (but not be limited to) the following:

- (i) medical expenses (as described in Section 213(d) of the Internal Revenue Code) incurred (or not yet incurred but necessary to obtain such medical care, as indicated by a statement to that effect signed by the participant's physician or the physician who will provide such medical care) by the participant, the participant's spouse or non-spouse beneficiary or the participant's dependents (as defined in Section 152 of the Internal Revenue Code, without regard to paragraph (d)(1)(B) thereof) which are not reimbursed by insurance;
- (ii) purchase (excluding mortgage payments) of a principal residence of the participant;
- (iii) payment of tuition and related educational fees for the next twelve months of post-secondary education for the participant or the participant's spouse or non-spouse beneficiary, children or dependents;
- (iv) the need to prevent the eviction of the participant from his principal residence or foreclosure on the mortgage of the participant's principal residence;
- (v) payments for burial or funeral expenses for the participant's deceased parent, spouse or non-spouse beneficiary, children, or dependents (as defined in Section 152 of the Internal Revenue Code, without regard to paragraph (d)(1)(B) thereof);
- (vi) expenses for the repair of damage to the participant's principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
- (vii) any other financial hardship specified by the Internal Revenue Service in regulations.

The committee may rely, absent actual knowledge to the contrary, on the participant's written representation that the participant's immediate and heavy financial need could not be satisfied in whole or in part from other resources reasonably available to the participant.

- (b) Necessary Amount. A withdrawal shall be deemed necessary to satisfy an immediate and heavy financial need of a participant only if:
- (i) the withdrawal is not in excess of the amount of the immediate and heavy financial need of the participant (which amount may include amounts necessary to pay any penalty taxes under Section 72(t) of the Internal Revenue Code reasonably anticipated to result from the withdrawal);
 - (ii) the participant has obtained all distributions (other than hardship withdrawals) and all nontaxable loans currently available to such participant under all plans maintained by the employers; and
 - (iii) all of the participant's before-tax, after-tax and lump sum after-tax contributions under this plan, and all of the participant's elective and employee contributions under all other plans maintained by the employers, are suspended for six months after receipt of the hardship distribution.

A participant who makes a withdrawal pursuant to this subsection may not request another withdrawal under the plan during the period of six consecutive calendar months immediately following the month in which such withdrawal is made (provided, however, that the committee in its discretion may permit a participant to make more than one withdrawal within a six-month period, and such permission shall be denied or granted in a manner that does not discriminate in favor of highly compensated employees).

7.6 Withdrawal Elections and Requests

The committee may from time to time establish rules as to withdrawals under subsections 7.3, 7.4 and 7.5, including rules as to withdrawal minimums. A

participant's withdrawal election or request under subsection 7.3, 7.4 or 7.5 must be made on a form supplied by the committee for that purpose. Each withdrawal election or request must specify the portions of such withdrawal amount the participant desires to be withdrawn from the investment funds. If a participant is requesting a hardship withdrawal under subsection 7.5, the withdrawal election may specify whether the participant would like to make the withdrawal from his participant deferral contribution account or Roth 401(k) account. If the participant does not specify from which account the hardship withdrawal should be made, the withdrawal shall automatically be taken from the account specified by the committee from time to time. A withdrawal elected or requested by a participant shall be made after the committee has reviewed the participant's election or request and has determined that such withdrawal would meet all requirements of subsection 7.3, 7.4 or 7.5, as applicable. A participant making a withdrawal election or request must furnish information required by the provisions of subsection 7.3, 7.4 or 7.5, as applicable, and such additional information as may be requested by the committee for this purpose.

7.7 Loans to Participants

While it is the primary purpose of the plan to accumulate funds for participants when they retire, it is recognized that under some circumstances it would be in the best interest of participants to permit loans to be made to them prior to the date on which distribution of their accounts is to be made or commence ("distribution date"). Accordingly, the committee, in its sole discretion and pursuant to such rules as it may from time to time establish, and upon written application by a participant supported by such evidence as the committee requests, may direct the trustee to make a loan to the participant from his accounts in accordance with the following:

- (a) Terms and Conditions of Loans. Each loan must be evidenced by a written note in a form approved by the committee, and shall bear interest at the rate determined by the committee. Unless and until such rate is modified by the committee, the loan interest rate for the month in which timely application is made shall be equal to the prevailing prime rate of interest as reported by Thompson Reuters, determined as of the first business day of each calendar year quarter (the "loan cutoff date"), in accordance with the loan procedures described in subparagraph 7.7(h) below. Each loan shall specify a repayment period of 12, 24, 36, 48 or 60 months, as selected by the participant. Each participant may have no more than two loans outstanding at any time. Each loan to a participant shall be secured by a pledge to the trustee of a portion of the participant's vested account

balances under the plan not to exceed 50 percent of such balances as of the accounting date next preceding the date on which the loan is made. In no event shall a loan to a participant be secured by an interest in the participant's residence. The making of a loan shall be conditioned upon the participant's consent to charging his accounts under the plan in accordance with subparagraph (f) next below.

- (b) Amounts of Loans. Subject to the limitations below, the principal amount of any loan made to a participant, when added to the outstanding balances of all other loans made to the participant from all qualified plans maintained by the employers, shall not exceed the lesser of:
- (i) \$50,000 (reduced by the excess, if any of the highest outstanding loan balance during the one-year period ending immediately preceding the date of the loan over the outstanding balance on the date of the loan); or
 - (ii) 50 percent of the participant's vested account balances under the plan determined as of the next preceding accounting date, less any subsequent withdrawal under subsection 7.3, 7.4 or 7.5.

The principal amount of any loan made to a participant shall not be less than a minimum amount determined by the committee, and shall in no event be less than \$1,000.

- (c) Source of Loans. In order that a loan may be made to a participant pursuant to this subsection, the vested portions of his accounts (and of his investment fund subaccounts) shall be liquidated to the extent necessary by reducing, first, his participant deferral contribution account, next, his rollover account, next, his employer matching contribution account and finally, his participant contribution account.
- (d) Accounting for Loans. If upon the granting of a loan to a participant all or a portion of any of his accounts under the plan has been liquidated, the committee shall establish for the participant a counterpart "participant deferral contribution loan account," "participant contribution loan account," or "employer matching contribution loan account," as

appropriate. Repayments of principal and interest on a loan shall be credited to the appropriate counterpart loan account or accounts under uniform rules established by the committee. As such amounts are credited to a participant's loan account, the unpaid balance of such loan to the extent payable to that loan account shall be reduced in the counterpart account from which the loan was made. The committee may make such adjustments in the accounting provisions of the plan as it deems necessary or appropriate to reflect such rules. If a participant's settlement date occurs under subparagraph 7.1(d) because of resignation or dismissal before he qualifies for retirement under the plan, and if he then has an employer matching contribution loan account and has completed less than five years of credited service, such account shall be considered in determining the participant's nonforfeitable interest in his employer matching contribution account, as provided in subsection 8.3.

- (e) Repayment. Subject to the following provisions of this subparagraph, principal and interest on each loan shall be repaid on a level basis by payroll withholding, or shall be paid directly to Sargent & Lundy for transmittal to the trustee by participants whose compensation is inadequate to permit the required repayment to be made by payroll withholding or by participants whose settlement dates have occurred. Principal and interest payments made by a participant shall be credited to the participant's investment fund subaccounts in accordance with the participant's current investment election as to future contributions (or, if the participant is not currently making contributions, in accordance with his most recent investment election). Partial prepayment of principal will not be permitted, but after the first six months of a loan period the entire unpaid balance of a loan and accrued interest thereon, if any, may be repaid at the end of an accounting period.
- (f) Loan Defaults; Unpaid Loans at Distribution Date. A loan shall be considered in default if the participant fails for two consecutive calendar months (one calendar month for a participant whose settlement date has occurred) to make scheduled repayments of principal and interest. Loans that are in default on or prior to a participant's distribution date or

that are not fully repaid as of that date, shall be handled as follows:

- (i) If, pursuant to the terms and conditions of a loan, the participant should default on the loan prior to his settlement date, any portion of the unpaid balance payable to his employer matching contribution loan account or his participant contribution loan account, including any accrued interest thereon, shall be charged to the appropriate counterpart account or accounts and the amount so charged shall be deemed for all purposes of the plan and for tax purposes to have been distributed to the participant in the plan year in which the default occurs. Any portion of the unpaid balance on a defaulted loan payable to his participant deferral contribution loan account, including any accrued interest thereon, shall be charged to his participant deferral contribution account as of the participant's settlement date, and the amount so charged shall be treated as a distribution as of such settlement date. However, the foregoing sentence shall cease to apply if, prior to his settlement date, the participant repays the portion of the defaulted loan that was payable to his participant deferral contribution loan account, together with accrued interest on such portion.
- (ii) If, pursuant to the terms and conditions of a loan, a participant should default on the loan after his settlement date but prior to his distribution date, the entire unpaid balance of the loan and any accrued interest thereon shall be charged to the participant's accounts under the plan as of the accounting date coincident with or next following the date on which the default occurs. The amount so charged shall be deemed for all purposes of the plan and for tax purposes to have been distributed to the participant on the date on which his accounts were charged. Such a participant shall not be

eligible to request another loan under the plan until two calendar years after the date on which his accounts were charged.

- (iii) If on a participant's distribution date any loan or portion of a loan made to him under the plan, including any accrued interest thereon, remains unpaid, then, before any distribution is made to the participant, or, in the event of his death, to his beneficiary, an amount equal to the entire unpaid balance of the loan and any accrued interest thereon shall be charged to the participant's accounts under the plan. The amount so charged shall be deemed for all purposes of the plan and for tax purposes to have been distributed to the participant or, in the event of his death, to his beneficiary, on the participant's distribution date.
- (g) Notwithstanding anything to the contrary in this subsection 7.7, Members of Sargent & Lundy who hold more than a ten percent ownership interest in the company and who are participants shall not be eligible to request that loans be made to them.
- (h) The committee shall establish written procedures with respect to participant loans ("loan procedures") that, together with the provisions of this plan relating to participant loans, are intended to satisfy the requirements of Section 408(b)(1) of ERISA and Section 2550.408b-1(d) of the regulations thereunder.
- (i) Loan repayments will be suspended under the plan as permitted under Section 414(u)(4) of the Internal Revenue Code.

7.8 Age 59-1/2 Withdrawals

Notwithstanding any provisions of the plan to the contrary, as of any accounting date and upon making an application to the committee a participant who has attained the age of 59-1/2 and is fully vested in all of his account balances may irrevocably elect to withdraw in a lump sum all or any portion of the net credit balances in his accounts. The form and timing of such applications and withdrawals shall be

established by the committee. Withdrawals under this subsection shall be made as of an accounting date from a participant's eligible accounts in the order determined by the committee from time to time in a uniform manner. The committee may from time to time establish rules as to withdrawal minimums. Each withdrawal election or request under this subsection must specify the portions of such withdrawal amount the participant desires to be withdrawn from the investment funds.

7.9 Distribution During Military Duty

In accordance with Section 414(u)(12) of the Internal Revenue Code, a participant receiving a differential wage payment (as defined in Section 3401(h) of the Internal Revenue Code) shall be treated as having incurred a severance from employment under subparagraph 7.1(f) of the plan for purposes of taking a distribution from the before-tax portion of his or her participant contribution account during any period the participant performs service in the uniformed services while on active duty for a period of more than 30 days. If a participant elects to receive a distribution pursuant to the preceding sentence, such distribution will be subject to the ten percent penalty for early distribution as described in Section 72(t) of the Internal Revenue Code, and his or her right to make before-tax contributions under subparagraph 3.1(a) shall be suspended during the six-month period beginning on the date of distribution.

SECTION 8

Payment of Account Balances

8.1 Nonforfeitable Interests in Accounts

A participant always shall have a nonforfeitable interest in the entire accounts maintained in the participant's name, except for his employer contribution account. A participant's nonforfeitable interest in his employer contribution account, if any, shall be determined as of his settlement date in accordance with subsection 8.2 or 8.3, whichever applies; provided, however, that a participant whose settlement date occurs on or after the date he attains normal retirement age always shall have a nonforfeitable interest in his entire employer contribution account after attaining that age.

8.2 Termination Because of Normal, Late or Disability Retirement or Because of Death

If a participant's settlement date occurs under subparagraph 7.1(a) or (b) because of normal, late or disability retirement, or under subparagraph 7.1(c) because of his death, the participant or his beneficiary, as the case may be, shall have a nonforfeitable interest in the participant's entire employer contribution account as well as all other accounts maintained for the participant and distribution of the participant's accounts will be made in accordance with subsection 8.5. Notwithstanding the foregoing, if a participant dies prior to his settlement date under subsection 7.1, or if a participant dies while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), the balance in the participant's employer contribution account will be nonforfeitable and distributable to the participant's beneficiary in accordance with subsection 8.5. If a participant dies after the participant's settlement date under subsection 7.1 but before the participant's entire account balance has been paid to the participant, the vested portion of the participant's account balance will be distributable to the participant's beneficiary in accordance with subsection 8.5.

8.3 Termination Because of Early Retirement or Resignation or Dismissal

A participant who has an account balance under the plan shall have a nonforfeitable interest in his entire accounts maintained in his name, including his employer contribution account. Notwithstanding the foregoing, effective for participants with less than one year of service as of July 1, 2005, if a participant's settlement date occurred under subparagraph 7.1(d) because of his early retirement or resignation or dismissal before he qualifies for retirement under the plan, then, in addition to his nonforfeitable interest in his participant contribution and participant deferral contributions

accounts, he shall have a nonforfeitable interest in his employer contribution account equal to the percentage of such account determined in accordance with the following table, based on his years of credited service (as defined in subsection 8.4):

<u>Years of Employment Service</u>	<u>Nonforfeitable Percentage</u>
Less than 1 year	0%
1 year or more	100%

If one or more withdrawals had been made by the participant under subsection 7.4, or if as of a participant's settlement date he has defaulted on a loan made under subsection 7.7, then, notwithstanding the foregoing, his nonforfeitable interest in his employer contribution account shall be determined:

- (a) First, by increasing the balance in his employer contribution account as adjusted as of his settlement date by the amount of the withdrawal payment or payments previously made to him from his employer contribution account, or if the participant has defaulted on a loan as of his settlement date, by the portion of any unpaid loan balance attributable to funds borrowed from his employer contribution account; and
- (b) Next, by reducing the amount of such increased balance to equal the applicable percentage thereof specified in the foregoing table; and
- (c) Finally, by subtracting from the balance as determined in accordance with subparagraph (b) next above an amount equal to the withdrawal payment or payments added to the participant's employer contribution account balance pursuant to subparagraph (a) next above and the participant's nonforfeitable interest in his employer contribution account as of his settlement date shall be the balance in such account as determined in accordance with this subparagraph (c).

Distribution of that portion, if any, of the participant's employer contribution account in which he has a nonforfeitable interest as of his settlement date, as determined above, and distribution of his other accounts will be made in accordance with subsection 8.5. The portion, if any, of the balance in his employer contribution account in which he does not have a nonforfeitable interest as of his settlement date shall be held as a separate employer contribution account in his name until he has incurred a one-year break in service (as defined in subsection 9.3). When he incurs a one-year break in service such separate

employer contribution account, as so adjusted, shall become a “remainder” and shall be applied, pursuant to subsection 4.5, to reduce the amount of employer contributions otherwise required to be made under the plan, to the extent not used to pay administrative expenses of the plan, as determined by the employer. However, if he is reemployed before he has incurred a one-year break in service, the provisions of subsection 9.2 shall apply and control.

8.4 Credited Service

A participant will be credited with a year of credited service for the twelve month period beginning on the participant's date of hire or on any anniversary of that date, subject to the following:

- (a) If a participant's employment with the employers and affiliates terminates and the participant is reemployed by any one or more of the employers and affiliates within 12 months of such termination of employment, the participant's prior period of employment shall be deemed not to have terminated and the period of the participant's absence shall be treated as a period of employment with the employer and affiliates.
- (b) If a participant terminates employment with the employer and affiliates and the participant is reemployed by one or more of the employers and affiliates more than 12 months after the participant's termination of employment, the provisions of Section 9 shall apply.
- (c) Employment with an employer or affiliate shall include absences from active employment because of temporary, but not permanent, layoff of fixed or indefinite duration, sick or disability leave, jury or military duty, or an authorized leave of absence.
- (d) A period of concurrent service with two or more employers or affiliates will be considered as employment with only one of them during that period.

8.5 Plan Distributions

The term “distributable share” means the portion of a participant's accounts in which the participant, or in the event of his death his beneficiary, has a nonforfeitable

interest as of the participant's settlement date, as determined in accordance with the provisions of subsection 8.2 or 8.3, whichever applies, but subject to any adjustments required under the plan after the participant's settlement date and prior to complete distribution from the plan, and subject to any contributions made by the participant or made by his employer on his behalf pursuant to subsection 4.3 that are not credited to his accounts prior to distribution. The term "required commencement date" has the meaning set forth in subparagraph 8.5(b). The term "eligible spouse," as applied to any participant as at any date, means the person to whom the participant then is lawfully married under the laws of the state where the marriage was contracted. When a participant's settlement date occurs, his distributable share will be distributed to or for the benefit of the participant, or in the case of his death to or for the benefit of his beneficiary, in accordance with this subsection 8.5.

- (a) Distributions to Participants Prior To Required Commencement Date. Subject to the following provisions of this Section 8, if a participant's settlement date occurs for a reason other than his death, any adjustments of the participant's accounts required under the plan will be made and his distributable share will be distributed to or for the benefit of the participant by one or both of the following methods, at the participant's election:
- (i) By payment in a lump sum.
 - (ii) By payment in a series of quarterly or less frequent installments over a period specified by the participant, but subject to subparagraph (b) below.

In addition to the distribution methods described in subparagraphs (i) and (ii) above, such a participant also may elect a distribution of any portion of his distributable share at any time after his settlement date.

Unless in accordance with rules established by the committee a participant elects otherwise, and subject to the consent requirements of subparagraph 8.6(c) below, distribution of a participant's distributable share will be made or commence within a reasonable time after his settlement date, but not later than 60 days after the end of the plan year in which the participant's settlement date occurs or he attains normal retirement age, whichever is later, or such later date (to the extent permitted by Internal Revenue Service regulations) on

which the amount of the payment can reasonably be determined by the committee or that the participant may elect, subject to subparagraph (b) below.

- (b) Minimum Distributions to Participants At and After Required Commencement Date. All distributions under this section shall be determined and made in accordance with the regulations under Section 401(a)(9) of the Internal Revenue Code and the regulations thereunder. Distribution of a participant's distributable share shall be made or commence not later than April 1 of the calendar year next following the calendar year in which the participant attains age 70-1/2 years ("required commencement date"); provided, however, that the required commencement date of a participant who is a five percent owner (as defined in Section 416 of the Internal Revenue Code) with respect to a plan year ending in the calendar year in which he attains age 70-1/2 shall be April 1 of the next following calendar year. Notwithstanding the foregoing, the committee may establish procedures to begin minimum distribution payments in the calendar year in which the participant attains age 70-1/2. Notwithstanding the foregoing, the required commencement date of a participant who attained age 70-1/2 years during the 1988 calendar year and who is employed by an employer on January 1, 1989, shall be April 1, 1990, and the required commencement date of a participant who attained age 70-1/2 years before January 1, 1988, and who was not a five percent owner of an employer at any time during or after the calendar year in which the participant attained age 66-1/2 years, shall be April 1 of the calendar year following the later to occur of the calendar year in which the participant attained age 70-1/2 years or the calendar year in which the participant's retirement occurs. During the participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the quotient obtained by dividing the participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the participant's age as of the participant's birthday in the distribution calendar year. Required minimum distributions will be determined under this subsection beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the participant's date of death. 'Distribution

calendar year' means 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 commencement 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 under subparagraph (d) below. The required minimum distribution for the participant's first distribution calendar year will be made on or before the participant's required commencement date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the participant's required commencement date occurs, will be made on or before December 31 of that distribution calendar year. Notwithstanding the foregoing, a participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Internal Revenue Code ('2009 RMDs'), and who would have satisfied that requirement by receiving distributions that are (i) an annual distribution equal to the 2009 RMDs, will not receive those distributions for 2009 unless the participant or beneficiary elects on an approved form of election to receive such distribution; (ii) one or more payments in a series of substantially equal distributions that include the 2009 RMDs and that are made at least annually over a period not to exceed the life or life expectancy of the participant or the joint lives or joint life expectancy of the participant and his or her beneficiary, will receive those distributions for 2009, unless the participant or beneficiary elects on an approved form of election to convert such periodic installments to a lump sum payment or change the installment payment options in accordance with rules established by the committee. Notwithstanding the foregoing, if an additional payment to the periodic installment distributions is necessary to satisfy a participant's or beneficiary's 2009 RMD requirement, such additional payment will not be made unless the participant or beneficiary elects on an approved form of election to receive such payment. In addition, for purposes of subsection 5.13, a direct rollover will be offered only for distributions that would be eligible rollover

distributions without regard to Section 401(a)(9)(H) of the Internal Revenue Code. Thus, 2009 RMDs will not be treated as eligible rollover distributions for 2009.

If the participant's death occurs prior to his required commencement date, distribution of his distributable share will be made in accordance with subparagraph (c) next below.

- (c) Distributions to Spouses and Beneficiaries - Death Before Required Commencement Date. Subject to the following provisions of this Section 8, if a participant dies before his required commencement date, any adjustments required of the participant's accounts under the plan will be made and his distributable share will be distributed, or begin to be distributed, no later than the following:
- (i) 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;
 - (ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary(ies) will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, and the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.
 - (iii) "Surviving spouse" for purposes of subparagraphs (c)(i) and (ii) and (d)(i) and (ii) shall not be deemed to include a participant's trust, even if the surviving spouse of the participant is the sole beneficiary of such trust. Such trusts shall be subject to the 5-year rule

described in subparagraph (ii) above and subparagraph (d)(ii) below.

For purposes of this subsection (c) and subsection (d), distributions will be considered to have begun on the participant's required commencement date. Unless the participant's interest is distributed in a single sum on or before the required commencement date, distributions will be made as of the first distribution calendar year in accordance with this subsection (c) and subsection (d).

- (iv) If the participant dies before the date distributions have begun and the participant's surviving spouse is his sole designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's account balance by the remaining life expectancy of the participant's surviving spouse, determined as provided in subparagraph (vii) below.
- (v) "Designated beneficiary" means the individual who is designated as the beneficiary under subsection 8.7 and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(i)-1, Q&A-4, of the Treasury Regulations.
- (vi) "Participant's account balance" means the balance of the participant's accounts as of the last valuation date in the calendar year immediately preceding the distribution calendar year ("valuation calendar year"), increased by the amount of any contributions made and allocated to the participant's accounts as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The balance of the participant's accounts for the valuation

calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

- (vii) “Life expectancy” means the life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury Regulations.
- (d) Distributions to Spouses and Beneficiaries - Death After Required Commencement Date. Subject to the following provisions of this Section 8, if a participant dies after his required commencement date, the remaining portion of his distributable share will be distributed as follows:
 - (i) Death With Spouse as Designated Beneficiary. If the participant dies on or after the date distributions have begun and the participant’s surviving spouse is his sole designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant’s death is the quotient obtained by dividing the participant’s account balance by the longer of the remaining life expectancy of the participant or the remaining life expectancy of the participant’s surviving spouse, determined as follows:
 - (A) The participant’s remaining life expectancy is calculated using the age of the participant in the year of death, reduced by one for each subsequent year;
 - (B) The remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the participant’s death using the surviving spouse’s age as of the spouse’s birthday in that year.

- (ii) Death With Non-Spouse Designated Beneficiary or No Designated Beneficiary. If the participant dies on or after the date distributions begin and the participant's surviving spouse is not his sole designated beneficiary or there is no designated beneficiary as of September 30 of the year after 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.

- (e) Distributions to Spouses and Beneficiaries – Form of Payment. Subject to the following provisions of this Section 8, payment may be made to a participant's surviving spouse or beneficiaries by one of the following methods:
 - (i) By payment in a lump sum.
 - (ii) By payment in a series of quarterly or less frequent installments over a period not greater than fifteen years (provided that, if such beneficiary is not the participant's spouse, such period shall not exceed five years).

A participant's death must be evidenced by a properly authenticated death certificate, or, in the event such death certificate cannot be produced, by such other evidence as the committee shall, in its discretion, deem sufficient.

8.6 Special Provisions as to Distributions from the Trust Fund

Distributions from the trust fund pursuant to subsection 8.5 shall be subject to the following:

- (a) Selection of Method of Distribution. Each participant shall select the method under which his distributable share shall be distributed to him, and payment or distribution to any participant will be made or commence as provided in subparagraph (d) next below. If the designated beneficiary of a participant is the participant's spouse, then the spouse may select the method of distributing the participant's distributable share in the event of the participant's death, in

any method permitted under the plan. If the sole designated beneficiary of a participant is not the participant's surviving spouse, then the designated beneficiary may select the method of distributing the participant's distributable share in the event of the participant's death, in either a lump sum or installments over a five-year period.

- (b) Installments. The committee from time to time may determine the minimum period over which installment payments may be made and the minimum annual amount which may be distributed to any person in installments under subsection 8.5.
- (c) Lump Sum Distributions, Consents. Notwithstanding any other provisions of this Section 8, if a participant's distributable share does not exceed \$500 on the date distribution is to be made or commence, the participant's distributable share shall be distributed in a lump sum. If the participant's distributable share then exceeds \$500, no distribution shall be made to such participant before he attains normal retirement age without his written consent. For purposes of this subparagraph, if the value of a participant's vested account balance is zero, the participant shall be deemed to have received a distribution of such vested account balance.
- (d) Form of Distribution. The committee may direct the trustee to make distributions in cash or property, or partly in each, to the extent appropriate, provided property is distributed at its fair market value as at the date of distribution as determined by the trustee.
- (e) Distribution to Alternate Payees. The committee shall direct, if a qualified domestic relations order so provides, distribution of benefits to an alternate payee on the earliest date specified in the qualified domestic relations order, without regard to whether such payments commence prior to the participant's earliest retirement age (as defined in Section 414(p)(4)(B) of the Internal Revenue Code) or the earliest date that the participant could commence receiving benefits under the plan. The portion of a participant's benefits allocable to an alternate payee under a qualified domestic relations order shall be allocated from the participant's

accounts pro rata according to the balance in each account unless otherwise provided under the qualified domestic relations order.

8.7 Designation of Beneficiaries

Each participant, from time to time, may designate any person (including a trustee of a trust or other legal representative acting in a fiduciary capacity) or persons (who may be designated concurrently, contingently or successively) to whom his benefits are to be paid in case of his death before he receives all of such benefits. However, if a participant has an eligible spouse, he may designate a beneficiary other than his eligible spouse only with the consent of the eligible spouse, which consent must be in writing, must acknowledge the specific beneficiary and the effect of the designation, and must be witnessed by a member of the committee or a notary public. A beneficiary designation will be effective only if the participant has completed and signed a beneficiary designation form furnished by the committee and such form has been filed with the committee while the participant is alive. A participant's beneficiary designation, if properly made and filed, will revoke all prior beneficiary designations by the participant. Subject to the limitation set forth below, if a deceased participant failed to designate one or more beneficiaries in the manner provided above, or if all designated beneficiaries die before the participant or before complete distribution of his benefits, the committee shall direct distribution of the participant's benefits as follows:

- (a) to or for the benefit of the participant's spouse, if living on the date any payment is due; or
- (b) if subparagraph (a) next above does not apply, per stirpes to the participant's descendants by blood or adoption living on the date any payment is due; or
- (c) if neither subparagraph (a) nor subparagraph (b) next above applies, to the executor or representative of the estate of the last to die of the participant, the participant's designated beneficiary or beneficiaries, and the participant's spouse; or
- (d) if neither subparagraph (a) nor subparagraph (b) next above applies, and if the executors or representatives of the estate of the participant, the participant's designated beneficiary or beneficiaries and the participant's spouse have been discharged in accordance with applicable state law, the benefit payable on behalf of the participant shall be, to the extent permitted by law, forfeited and applied as a remainder under subsection 4.5, subject to reinstatement and payment

should any person described in subparagraph (a) or subparagraph (b) next above thereafter validly claim benefits.

For purposes of the foregoing, the committee shall be under no obligation to search for or locate the participant's spouse, any designated beneficiary or descendants, or the executor or representative of the estate of any individual. The term "designated beneficiary" means the person or persons designated by a participant as his beneficiary in the last effective form filed with the committee under this subsection. The term "beneficiary" means the person or persons to whom any portion of a deceased participant's benefits becomes payable under this subsection.

8.8 Missing Participants or Beneficiaries

Each participant must file in writing with the committee from time to time his post office address and his designated beneficiary's post office address. After a participant's death his designated beneficiary must file in writing with the committee from time to time the beneficiary's post office address and each change of post office address. Any communication, statement or notice addressed to a participant or beneficiary at his last post office address filed with the committee, or if no such address was filed with the committee then at his last post office address as shown on his employer's records, shall be binding on the participant or his beneficiary for all purposes of the plan. The committee shall not be required to search for or locate any participant or beneficiary. If the committee notifies a participant or beneficiary that he is entitled to a distribution and also notifies him of the provisions of this subsection, and the participant or beneficiary fails to claim his benefits under the plan or make his whereabouts known to the committee within three years after the notification the benefits of the participant or beneficiary will be disposed of as follows:

- (a) If the whereabouts of the participant is unknown to the committee, but the whereabouts of the participant's designated beneficiary then is known to the committee, distribution will be made to the designated beneficiary, if permitted by applicable law.
- (b) If the whereabouts of the participant and his designated beneficiary then is unknown to the committee, but the whereabouts of one or more relatives by blood, adoption, or marriage of the participant is known to the committee, the committee shall cause distribution of such benefits to be made to any one or more or all of such relatives and in such proportions as the committee determines, if permitted by applicable law.

- (c) If the whereabouts of the participant, his designated beneficiary and any such relatives is unknown to the committee so that the committee determines that distribution cannot be made, the benefit payable on behalf of the participant shall be forfeited, and shall be applied as a remainder under subsection 4.5, if permitted by applicable law, subject to reinstatement if the participant, his designated beneficiary or beneficiaries, or any relative by blood, adoption, or marriage thereafter validly claims benefits.

If a distribution has been attempted but cannot be completed because the person to whom the distribution is directed cannot be located within a reasonable period, the committee shall direct the trustee to redeposit any funds withdrawn from the investment funds for the purpose of making such distribution.

SECTION 9

Reemployment

9.1 Rehired Employee

If a former employee of the employers or an affiliate of the employers who had not previously become a participant in the plan is reemployed by the employers or an affiliate, the following provisions shall apply, notwithstanding any other provisions of the plan:

- (a) Eligibility. A rehired employee shall be eligible to join the plan and become a participant on the first day of the first payroll period following his date of reemployment, if he is then a covered employee. Determination of a rehired employee's qualification under subsection 2.3 for employer contributions shall be subject to the following:
 - (i) If during his prior period of employment the rehired employee had completed the year of credited service requirement set forth in subsection 2.3 but had not yet become a participant because he was not a covered employee or because he did not join the plan, he shall qualify for employer contributions as of the date he becomes a participant in the plan.
 - (ii) If during his prior period of employment the rehired employee had not completed the year of credited service requirement set forth in subsection 2.3 and he is reemployed before having incurred a one-year break in service (as defined in subsection 9.3), his hours of service prior to his termination of employment will be added to his hours of service after his reemployment and applied on the basis of twelve-month periods ending on the anniversary of the employee's initial employment date. He shall qualify for employer contributions on the first such anniversary as of which he has completed the

year of credited service requirement under subsection 2.3 if he is then a participant in the plan, or on any date thereafter that he becomes a participant in the plan. Notwithstanding the foregoing, a rehired employee shall qualify for employer contributions as of the first payroll period following his reemployment.

- (iii) If during his prior period of employment he had not completed the year of credited service requirement set forth in subsection 2.3 and is reemployed after he has incurred a one-year break in service, he shall qualify for employer contributions at the end of the twelve-month period beginning on the date of his reemployment or any anniversary of that date during which he completes a year of credited service if he is then a participant in the plan, or on any date thereafter that he becomes a participant in the plan. Notwithstanding the foregoing, a rehired employee shall qualify for employer contributions as of the first payroll period following his reemployment.
- (b) Vesting. Determination of a rehired employee's credited service for purposes of subsection 8.4 shall be subject to the following:
- (i) If he is reemployed before he has incurred a one-year break in service, he shall be deemed not to have terminated employment for the purpose of determining his credited service under subsection 8.4.
 - (ii) If he is reemployed after he has incurred a one-year break in service, the rehired employee's years of credited service, if any, attributable to his initial period of employment will be added to his years of credited service earned after his reemployment unless his number of consecutive one-year breaks in service occurring after his termination equals or exceeds the greater of (A) five years, or (B) his

years of credited service prior to his termination. The rehired employee's years of credited service attributable to his period of reemployment will be determined on the basis of twelve-month periods ending on the anniversary of the participant's reemployment date.

9.2 Rehired Participant

If a former participant, or a participant whose employment with the employers and affiliates had terminated but who has not received his entire distributable share, is reemployed by the employers or an affiliate, the following provisions shall apply, notwithstanding any other provisions of the plan:

- (a) Eligibility. Whether he is reemployed before or after he has incurred a one-year break in service (as defined in subsection 9.3), the rehired participant may rejoin the plan and again become an active participant on the date he again becomes a covered employee.
- (b) Distributions. If his entire distributable share had not been distributed under the plan prior to his reemployment, no payments shall be made from the rehired participant's accounts during his period of reemployment other than payments due to in-service withdrawals permitted under subsections 7.3, 7.4 and 7.5.
- (c) Vesting. Determination of a rehired participant's credited service for purposes of subsection 8.4 shall be subject to the following:
 - (i) If he is reemployed before he has incurred a one-year break in service, he shall be deemed not to have terminated employment for the purpose of determining his credited service under subsection 8.4.
 - (ii) If he is reemployed after he has incurred a one-year break in service, the rehired participant's prior years of credited service, if any, attributable to his initial period of employment will be added to his years of credited service

earned after his reemployment. The rehired participant's years of credited service after his reemployment shall be determined on the basis of twelve-month periods ending on the anniversary of the participant's reemployment date.

9.3 One-Year Break in Service; Maternity or Paternity Absence

For purposes of the plan, a “one-year break in service” shall occur at the end of each twelve consecutive month period (beginning on the date on which a participant's employment terminates for any reason and on each anniversary of such date) during which the participant is not employed by an employer or affiliate. In the case of a maternity or paternity absence (as defined below), the two twelve-month periods commencing on the participant's date of termination of employment and the first anniversary thereof shall not constitute a one-year break in service. A “maternity or paternity absence” means a participant's absence from work because of the pregnancy of the participant or birth of a child of the participant, the placement of a child with the participant in connection with the adoption of such child by the participant, or for purposes of caring for the child immediately following such birth or placement. The committee may require the participant to furnish such information as the committee considers necessary to establish that the participant's absence was for one of the reasons specified above.

SECTION 10

The Committee

10.1 Membership

The plan is administered by a committee (the “committee”) consisting of three or more members appointed by Sargent & Lundy. The appointment of a committee member pursuant to the provisions of this subsection shall be effective not earlier than receipt by such person of written notice of his appointment from Sargent & Lundy and his written acceptance of such appointment. A committee member may resign at any time by giving thirty days' advance written notice to Sargent & Lundy and the other committee members. Sargent & Lundy may remove a committee member by giving advance written notice to him, the other committee members and the other employers. Sargent & Lundy may fill any vacancy in the membership of the committee, or may appoint an additional member or members of the committee, and shall give prompt written notice thereof to the other committee members and the other employers. While there is a vacancy in the membership of the committee the remaining committee members shall have the same powers as the full committee until the vacancy is filled. Sargent & Lundy shall certify to the trustee from time to time the appointment to (and termination of) office of each member of the committee and the person or persons who are selected as chairman and secretary of the committee pursuant to subparagraph 10.2(a).

10.2 General Powers, Rights and Duties

The committee has the following powers, rights and duties in addition to those given it elsewhere in the plan:

- (a) To select a chairman and secretary, if it believes it advisable, who may, but need not, be committee members.
- (b) To determine all questions arising under the plan, including the power to determine the rights or eligibility of employees or participants and their beneficiaries, and the amount of their respective benefits under the plan, to construe disputed, doubtful or uncertain terms, and to remedy ambiguities, inconsistencies or omissions.
- (c) To adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the plan and as are consistent with the plan and trust agreement.

- (d) To enforce the plan in accordance with the terms of the plan and the trust agreement and the rules and regulations, if any, adopted by the committee as above.
- (e) To direct the trustee as respects benefit payments or other distributions from the trust fund pursuant to the provisions of the plan.
- (f) To furnish the employers with such information as may be required by them for tax or other purposes as respects the plan.
- (g) To employ agents, attorneys, accountants, actuaries or other persons (who also may be employed by any employer) and to allocate or delegate to them such powers, rights and duties as the committee may consider necessary or advisable to properly carry out the administration of the plan, including maintaining the accounts of participants, provided that such allocation or delegation, and the acceptance thereof by such agents, attorneys, accountants, actuaries or other persons, shall be in writing.

10.3 Manner of Action

During a period in which two or more committee members are acting, the following provisions shall apply where the context admits:

- (a) A committee member by writing may delegate any or all of his rights, powers, duties and discretions to any other committee member, with the consent of the latter.
- (b) The committee members may act by meeting, or by writing signed without meeting, and may sign any document by signing one document or concurrent documents.
- (c) An action or a decision of a majority of the committee members as to a matter shall be as effective as if taken or made by all committee members.
- (d) If, because of the number qualified to act, there is an even division of opinion among the committee members as to a matter, Sargent & Lundy shall decide the matter.

- (e) The certificate of the secretary of the committee or of a majority of the committee members that the committee has taken or authorized any action shall be conclusive in favor of any person relying on the certificate.

10.4 Information Required by the Committee

The employers shall furnish the committee with such data and information as the committee may deem necessary or desirable in order to administer the plan. The records of an employer as to an employee's or participant's period or periods of employment, termination of employment and the reason therefor, reemployment and compensation will be conclusive on all persons unless determined to the committee's satisfaction to be incorrect. Participants and other persons entitled to benefits under the plan also shall furnish the committee with such evidence, data or information as the committee considers necessary or desirable to administer the plan.

10.5 Committee Decision Final

Subject to applicable law and the provisions of subsection 10.6, any interpretation of the provisions of the plan and any decision on any matter within the discretion of the committee made by the committee in good faith shall be binding on all persons. A misstatement or other mistake of fact shall be corrected when it becomes known and the committee shall make such adjustment on account thereof as it considers equitable and practicable. Benefits under this plan will be paid only if the committee decides in its discretion that the applicant is entitled to them.

10.6 Review of Benefit Determinations

The committee will provide notice in writing to any participant, beneficiary or other person whose claim for benefits under the plan is denied and the committee shall afford such participant, beneficiary or other person a full and fair review of its decision, if so requested. After exhaustion of the plan's claim procedures, any further legal action taken against the plan or its fiduciaries by the participant or beneficiary (or other claimant) for benefits under the plan must be filed in a court of law no later than 90 days after the committee's final decision regarding the claim. No action at law or in equity shall be brought to recover benefits under this plan until the appeal rights herein provided have been exercised and the plan benefits requested in such appeal have been denied in whole or in part.

10.7 Uniform Rules

The committee shall administer the plan on a reasonable and nondiscriminatory basis and shall apply uniform rules to all participants similarly situated.

10.8 Committee Member Who is a Participant

If a member of the committee is a participant in the plan, he may not decide or determine any matter or question concerning his accounts or as to how they are to be paid to him that he would not have the right to decide or determine if he were not a member of the committee.

SECTION 11

General Provisions

11.1 Interests Not Transferable

The interests of participants and their beneficiaries under the plan are not in any way subject to their debts or other obligations and, except as may be required by the tax withholding provisions of the Internal Revenue Code or any state or local income tax act or pursuant to a qualified domestic relations order as defined in Section 414(p) of the Internal Revenue Code, may not be voluntarily or involuntarily sold, transferred, alienated or assigned.

11.2 Facility of Payment

When a participant or other person entitled to benefits under the plan is under a legal disability or, in the committee's opinion, is in any way incapacitated so as to be unable to manage his financial affairs, the committee may direct the trustee to make payments or distributions to which he otherwise is entitled to his legal representative or to a relative or friend of such person for his benefit, or the committee may direct the trustee to apply the payment or distribution for the benefit of such person in any manner that the committee may select which is consistent with the plan.

11.3 Absence of Guaranty

Neither the committee nor any employer in any way guarantees the trust fund from loss or depreciation. The liability of the trustee or the committee to make any payment under the plan will be limited to the assets held by the trustee which are available for that purpose.

11.4 Employment Rights

The plan does not constitute a contract of employment, and participation in the plan will not give any employee the right to be retained in the employ of the employers, nor any right or claim to any benefit under the plan, unless such right or claim has specifically accrued under the terms of the plan.

11.5 Litigation by Participants or Other Persons

To the extent permitted by law, if a legal action begun against the trustee, an employer, the committee (or any member thereof), by or on behalf of any person with respect to benefits under the plan results adversely to that person, or if a legal action arises because of conflicting claims to a participant's or beneficiary's benefits, the cost to the trustee, any employer or the committee (or any member thereof) of defending the action will be charged to the extent possible to the sums, if any, that were involved in the action or were payable to the participant or beneficiary concerned.

11.6 Evidence

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

11.7 Waiver of Notice

Any notice required under the plan may be waived by the person entitled to notice.

11.8 Controlling Law

To the extent not superseded by the laws of the United States, the laws of Illinois shall be controlling in all matters relating to the plan.

11.9 Statutory References

Any reference in the plan to the Internal Revenue Code means the Internal Revenue Code of 1986, as amended, any reference in the plan to a section of the Internal Revenue Code or of the Employee Retirement Income Security Act of 1974, as amended, or to a section of any other federal law, shall include any comparable section or sections of any future legislation that amends, supplements or supersedes that section.

11.10 Severability

In case any provisions of the plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the plan, and the plan shall be construed and enforced as if such illegal and invalid provisions had never been set forth in the plan.

11.11 Fiduciary Responsibilities

It is specifically intended that all provisions of the plan shall be applied so that all fiduciaries with respect to the plan shall be required to meet the prudence and other requirements and responsibilities of applicable law to the extent such requirements or responsibilities apply to them. In general, a fiduciary shall discharge his duties with respect to the plan solely in the interests of plan participants and beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

11.12 Indemnification

To the extent permitted by law, any member or former member of the committee and any employee or partner of an employer to whom the committee or any employer has delegated any portion of its responsibilities under the plan shall be indemnified and saved harmless by the employers (to the extent not indemnified or saved harmless under any liability insurance contracts) from and against any and all liability to which the committee members and such other persons may be subjected by reason of any act done or omitted to be done in good faith with respect to the administration of the plan or the investment of the trust fund, including all expenses reasonably incurred in their defense in the event that the employers failed to provide such defense after having been requested in writing to do so.

SECTION 12

Relating to the Employers

12.1 Action by Employers

Any action required or permitted of an employer under the plan that is a partnership shall be by written document signed by any of the partners of the employer or by a person or persons authorized by such written document. Any action required or permitted under the plan of an employer that is a corporation shall be by resolution of its Board of Directors or by a duly authorized committee of its Board of Directors, or by a person or persons authorized by resolution of its Board of Directors or such committee. Any action required or permitted under the plan of an employer that is a limited liability company shall be by written document signed by any of the Members or duly authorized officer of the employer or by a person or persons authorized by such written document.

12.2 Additional Employers

Any other partnership, corporation or limited liability company may adopt the plan and become an employer hereunder:

- (a) by filing with Sargent & Lundy, the committee and the trustee a written document to that effect; and
- (b) by filing with the committee and the trustee a written document signed by Sargent & Lundy consenting to such action.

12.3 Restrictions as to Reversion of Trust Fund Assets to Employers

The employers shall have no right, title or interest in the assets of the trust fund, nor will any part of the assets of the trust fund at any time revert or be repaid to an employer, directly or indirectly, except as follows:

- (a) If the Internal Revenue Service initially determines that the plan does not meet the requirements of a “qualified plan” under Section 401(a) of the Internal Revenue Code, the assets of the trust fund attributable to contributions made by that employer under the plan shall be returned to that employer within one year of the date of denial of qualification of the plan as applied to that employer.

- (b) If a contribution or a portion of a contribution is made by an employer as a result of a mistake of fact, such contribution or portion of a contribution shall not be considered to have been contributed to the trust fund by that employer and, after having been reduced by any losses of the trust fund allocable thereto, shall be returned to that employer within one year of the date the amount is paid to the trust fund.

- (c) Each contribution made by an employer is conditioned upon the continued qualification of the plan and the deductibility of such contribution as an expense for federal income tax purposes and, therefore, to the extent that a contribution is made by an employer to the plan for a period for which the plan is not a qualified plan or to the extent the deduction for a contribution made by an employer is disallowed, then such contribution, or portion of a contribution, after having been reduced by any losses of the trust fund allocable thereto, shall be returned to that employer within one year of the date of determination of the nonqualified status of the plan or the date of disallowance of the deduction.

SECTION 13

Amendment, Termination or Plan Merger

13.1 Amendment

While the employers expect and intend to continue the plan, Sargent & Lundy reserves the right to amend the plan from time to time, except as follows:

- (a) the duties and obligations of the committee under the plan cannot be changed substantially without its consent; and
- (b) except as provided in subsection 12.3, under no condition shall any amendment result in the return or repayment to any employer of any part of the trust fund or the income therefrom, or result in the distribution of the trust fund for the benefit of anyone other than employees and former employees of the employers and any other persons entitled to benefits under the plan.

13.2 Termination

The plan will terminate as to all employers on any date specified by Sargent & Lundy if thirty days' advance written notice of the termination is given to the committee, the trustee and the other employers.

13.3 Plan Merger or Consolidation

In no event shall there be any merger or consolidation of the plan with, or transfer of assets or liabilities to, any other plan unless each participant in the plan would (if the plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit the participant would have been entitled to receive immediately before the merger, consolidation or transfer (if the plan had then terminated).

13.4 Notice of Amendment, Termination or Plan Merger

Participants affected thereby will be notified of an amendment, termination, plan merger or consolidation within a reasonable period of time.

13.5 Nonforfeitability on Termination

On termination or partial termination of the plan as respects any employer, the account balances of all affected participants shall become nonforfeitable.

SECTION 14

Special Rules for Top-Heavy Plans

14.1 Purpose and Effect

The purpose of this Section 14 is to comply with the requirements of Section 416 of the Internal Revenue Code and the provisions hereof shall be effective for each plan year in which the plan is a “top-heavy plan” within the meaning of Section 416(g) of the Internal Revenue Code.

14.2 Top-Heavy Plan

For purposes of this Section 14, the “determination date” means the last day of the next preceding plan year and “compensation” means compensation as defined in Section 1.415-2(d) of the Internal Revenue Code. In general, the plan will be a top-heavy plan for any plan year if, as of the applicable determination date, the aggregate account balances and accrued benefits of key employees (as defined in Section 416(i)(1) of the Internal Revenue Code) who are covered by this plan and any other defined contribution plan and any defined benefit plans that are aggregated as required or permitted by subsection 14.6 exceed 60 percent of the aggregate account balances and accrued benefits of all employees who are covered by such plans. In making the foregoing determination, the following special rules shall apply:

- (a) A participant's account balances or accrued benefits shall be determined in accordance with Section 416(g) of the Internal Revenue Code and any regulations issued and in effect thereunder, as applied to the terms of the plans involved.
- (b) The present values of a participant's account balances or accrued benefits shall be increased by the aggregate distributions, if any, made with respect to the participant during the one-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 Section 416(g)(2)(A)(i) of the Internal Revenue Code. 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”.

- (c) The account balances or accrued benefits of a participant who previously was a key employee, but who no longer is a key employee, shall be disregarded.
- (d) The account balances or accrued benefits of a beneficiary of a participant shall be considered as account balances or accrued benefits of the participant.
- (e) The account balances or accrued benefits of a participant who has not performed any services for an employer at any time during the one-year period ending on the determination date shall be disregarded.

14.3 Key Employee

In general, a “key employee” is an employee or former employee (including any deceased employee) who, at any time during the plan year that includes the determination date was:

- (a) an officer of the employer or any affiliate that is not an employer receiving total compensation (as defined in subsection 6.2(b)) greater than \$160,000 (as adjusted under Section 416(i)(1) of the Internal Revenue Code);
- (b) a 5 percent owner of an employer or any affiliate that is not an employer; or
- (c) a 1 percent owner of an employer or any affiliate that is not an employer receiving total compensation (as defined in subparagraph 6.2(b)) of more than \$150,000.

The determination of who is a key employee will be made in accordance with Section 416(i)(1) of the Internal Revenue Code and the applicable regulations and other guidance of general applicability issued thereunder.

14.4 Minimum Vesting

For any plan year ending prior to January 1, 1989 in which the plan is a top-heavy plan, a participant's vested percentage in his employer contribution account shall not be less than the percentage determined under the following table:

<u>Years of Employment Service</u>	<u>Vested Percentage</u>
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Less than 2 years	0%
2 years but less than 3	20%
3 years but less than 4	40%
4 years but less than 5	60%
5 years but less than 6	80%
6 or more years	100%

If the foregoing provisions of this Section 14 become effective, and the plan subsequently ceases to be a top-heavy plan, each participant who has then completed three or more years of employment service may elect to continue to have the vested percentage of his employer contribution account determined under the provisions of this subsection 14.4.

14.5 Minimum Employer Contribution

For any plan year in which the plan is a top-heavy plan, the employer contributions credited to each active participant who is not a key employee shall not be less than three percent of such participant's compensation (within the meaning of Section 415 of the Internal Revenue Code) for that year. In no event, however, shall the employer contributions credited in any year to a participant who is not a key employee (expressed as a percentage of such participant's compensation) exceed the maximum employer contributions credited in that year to a key employee (expressed as a percentage of such key employee's compensation up to \$245,000 or such other amount as may be determined by the Commissioner of Internal Revenue for that plan year). Reference above in this subsection to employer contributions includes remainders considered as a part of employer contributions.

Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Internal Revenue Code and the plan. The preceding sentence shall apply with respect to matching contributions under the plan or, if the plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution test and other requirements of Section 401(m) of the Internal Revenue Code. The employer may provide that the minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of Section 401(k)(12) of the Internal Revenue Code and matching contributions with respect to which the requirements of Section 401(m)(11) of the Internal Revenue Code are met).

14.6 Maximum Earnings

For any plan year in which the plan is a top-heavy plan, a participant's annual compensation in excess of \$245,000 (or such greater amount as may be determined by the Commissioner of Internal Revenue for that plan year) shall be disregarded for purposes of the plan.

14.7 Aggregation of Plans

In accordance with Section 416(g)(2) of the Internal Revenue Code, each other defined contribution plan and defined benefit plan maintained by the employers and all affiliates which covers a key employee as a participant, or which is maintained by the employers and all affiliates in order for a plan covering a key employee to be qualified, shall be aggregated with this plan in determining whether this plan is top-heavy. In addition, any other defined contribution or defined benefit plan of the employers and all affiliates may be included if all such plans which are included, when aggregated, will not discriminate in favor of officers, highly compensated employees, or, in the case of an affiliate that is a corporation, shareholders. All plans terminated in the last 5 years shall also be aggregated.

14.8 Coordination of Benefits

In accordance with Section 416(f) of the Internal Revenue Code, if an employer or any affiliate maintains more than one plan, the minimum employer contribution otherwise required under subsection 14.5 above may be reduced or may be increased in accordance with regulations of the Secretary of the Treasury to prevent inappropriate omissions or required duplication of minimum contributions or benefits.

14.9 Use of Terms

All the foregoing terms and provisions of the plan shall apply to this Section 14, except that where the terms and provisions of the plan and this Section 14 conflict, the terms and provisions of this Section 14 shall govern.

SECTION 15

Roth 401(k) Contributions

15.1 Purpose and Effective Date

This Section 15 is intended to constitute a qualified Roth contribution program under Section 402A(b) of the Internal Revenue Code. The purpose of this Section 15 is to set forth the special rules governing Roth 401(k) contributions, Roth catch-up contributions, and Roth rollover contributions under the plan.

15.2 Definitions

- (a) Roth 401(k) Contribution. “Roth 401(k) contribution” means an elective deferral that is:
 - (i) Designated irrevocably by the participant at the time of the cash or deferred election as a Roth 401(k) contribution that is being made in lieu of all or a portion of the 401(k) contributions the participant is otherwise eligible to make under the plan; and
 - (ii) Treated by the employer as includible in the participant’s gross income at the time the participant would have received that amount in cash if the participant had not made an election to defer such amount.
- (b) Roth 401(k) Contribution Account. “Roth 401(k) contribution account” means the account maintained by the committee pursuant to subsection 15.6.
- (c) Roth Catch-Up Contribution. “Roth catch-up contribution” means a catch-up contribution that is:
 - (i) Designated irrevocably by the participant at the time of the cash or deferred election as a Roth catch-up contribution that is being made in lieu of all or a portion of the catch-up contributions

the participant is otherwise eligible to make under the plan; and

- (ii) Treated by the employer as includible in the participant's gross income at the time the participant would have received that amount in cash if the participant had not made an election to defer such amount.
- (d) Roth Rollover Contribution. "Roth rollover contribution" means the contribution a participant makes pursuant to subsection 15.5(a).
- (e) Roth Rollover Account. "Roth rollover account" means the account maintained by the committee pursuant to subsection 15.6(b).

15.3 Roth 401(k) Contributions

Subject to the conditions and limitations of the plan and the committee's rules and procedures, each participant who is eligible to make 401(k) contributions under the plan may elect to make Roth 401(k) contributions under the plan. Unless specifically provided otherwise, Roth 401(k) contributions shall be treated as before-tax contributions for all purposes under the plan.

15.4 Roth Catch-Up Contributions

Each participant who is eligible to make before-tax contributions under the plan and who has attained age 50 before the close of the plan year shall be eligible to make Roth catch-up contributions under the plan. Unless specifically provided otherwise, Roth catch-up contributions shall be treated as before-tax catch-up contributions for all purposes under the plan.

15.5 Rollovers

- (a) Roth Rollover Contributions. Notwithstanding any provision of the plan to the contrary, at the direction of the committee, and in accordance with such rules as the committee may establish from time to time, the trustee may accept a direct rollover from a Roth elective deferral account under a plan qualified under Section 401(a) of the Internal Revenue Code (a "Roth rollover contribution"), to the extent the rollover is

permitted under the rules of Section 402(c) of the Internal Revenue Code. Unless specifically provided otherwise, Roth rollover contributions shall be treated as rollover contributions for all purposes under the plan.

- (b) Direct Rollovers of Roth Contributions. Notwithstanding any provision of the plan to the contrary, a direct rollover of an eligible rollover distribution from a Roth 401(k) contribution account or a Roth rollover account under the plan will only be made to another Roth elective deferral account under a plan qualified under Section 401(a) of the Internal Revenue Code or to a Roth IRA described in Section 408A of the Internal Revenue Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Internal Revenue Code.

15.6 Separate Accounting for Roth Contributions

The committee will maintain in the name of each participant, as applicable, the following accounts:

- (a) Roth 401(k) Contribution Account. A Roth 401(k) contribution account to reflect the participant's Roth 401(k) contributions (if any) and Roth catch-up contributions (if any) and the earnings, gains, or losses on such contributions.
- (b) Roth Rollover Account. A Roth rollover account to reflect any Roth rollover contributions made by the participant and the earnings, gains, or losses on such contributions.

Earnings, gains, and losses shall be separately allocated on a reasonable and consistent basis to each participant's Roth 401(k) contribution account, Roth rollover account, and other accounts under the plan. No contributions other than Roth 401(k) contributions, Roth catch-up contributions, and properly attributable earnings, gains, and losses will be credited to a participant's Roth 401(k) contribution account. No contributions other than Roth rollover contributions and properly attributable earnings, gains, and losses will be credited to a participant's Roth rollover account.

15.7 In-Service Withdrawals and Loans of Roth Contributions

A participant may elect an in-service withdrawal from his or her two Roth rollover and 401(k) contribution accounts in accordance with the same rules

and limitations regarding in-service withdrawals as described in subsections 7.5 and 7.8 and such additional rules as the committee may establish. Subject to the provisions of subsection 7.7 and such rules as the committee may establish, a loan to a participant may be made from the vested balance in the Roth rollover and 401(k) contribution accounts that consist of daily value investments (in addition to the accounts specified in subsection 7.7(c)).

15.8 Correction of Excess Annual Additions and Excess Deferrals

In the case of a distribution of excess contributions to satisfy the limitation of subsection 6.3 or a distribution of excess deferrals to satisfy the limitation of subsection 6.5, if the participant has made both before-tax 401(k) contributions and Roth 401(k) contributions for the plan year, the committee shall distribute Roth 401(k) contributions first and before-tax contributions second, to the extent necessary to meet the limitations of subsections 6.3 and 6.5.

15.9 Distributions

Except as provided in this Section 15, a participant's Roth 401(k) contribution account shall be distributed in accordance with the rules in Section 8. Notwithstanding the foregoing, a qualified distribution from a participant's Roth 401(k) contribution account is not includable in the participant's gross income. A "qualified distribution" is generally a distribution that is made after a participant has participated in his Roth 401(k) contribution account over a five taxable-year period and that either:

- (a) is made on or after the date the employee attains age 59-1/2;
- (b) is made after the participant's death; or
- (c) is attributable to the employee's being disabled within the meaning of Section 72(m)(7) of the Internal Revenue Code.

15.10 Use of Terms

Terms used in this Section 15 shall, unless defined in this Section 15 or otherwise noted, have the meanings given to those terms elsewhere in the plan.

**SUPPLEMENT A
TO
SARGENT & LUNDY, L.L.C. SAVINGS INVESTMENT PLAN**

A-1. Purpose. The purpose of this Supplement A is to provide for participation in the plan by partners of the employers, and to provide for elective transfer to the plan of funded benefits previously accrued by partners under the Sargent & Lundy Partners' Retirement Plan (the "Partners' Plan") and the individual pension plans maintained by Sargent & Lundy for certain partners (the "individual plan" or "individual plans"). The Partners' Plan and all of the individual plans were terminated effective December 31, 1988.

A-2. Eligibility and Participation. Notwithstanding anything to the contrary in subsection 2.1 of the plan, each partner of the firm on January 1, 1989 became eligible to become a participant in the plan on January 1, 1989 or the first day of any payroll period thereafter if he then met the requirements of subsection 2.1. Each other partner became eligible to become a participant in the plan on the first day of any payroll period occurring after January 1, 1989 if he then met the requirements of subsection 2.1.

A-3. Service, Earnings, and Settlement Date. Notwithstanding any provisions of the plan to the contrary:

- (a) In determining whether a partner has completed a year of credited service (as defined in subsection 8.4 of the plan), he shall be considered to be an employee of the employers and credited with service pursuant to subsection 8.4.
- (b) In determining a partner's credited service (as defined in subsection 8.4 of the plan), his period of employment with the employers shall mean his period of employment with the employers prior to becoming a partner as well as his period of association with the partnership as a partner.
- (c) The term "compensation" wherever it may appear in the plan shall mean, with respect to a partner, his share in the net income of the partnership representing earned income from self-employment for personal services rendered as a partner, as described in Section 401(c)(2) of the Internal Revenue Code; provided, however, that a partner's earnings for a fiscal year shall be determined after deducting therefrom any contributions made or to be made for the fiscal year by the employers on behalf of the partner under this plan and any defined benefit pension plan maintained by an employer and the amount of any deduction that may be claimed by the

partner for the fiscal year under Section 164(f) of the Internal Revenue Code for one-half of the partner's self-employment taxes for such fiscal year. Such partner's earnings for a plan year means the partner's earnings for the fiscal year of the employers that ends within the plan year. Notwithstanding the foregoing, the earnings of a participant for the plan year in which the participant became a partner shall include the compensation paid to the participant by an employer during such plan year for services as an employee of the employer, subject to subparagraphs (a), (b) and (c) of this subsection. A partner's earnings shall not exceed the dollar limitation contained in Section 401(a)(17) of the Internal Revenue Code in effect for such taxable year.

- (d) In determining a partner's settlement date under Section 7 of the plan, the date he ceases to be a partner shall be considered to be his settlement date (unless immediately after such date he becomes a common law employee of an employer).

A-4. No Matching Contributions. Notwithstanding any provisions of the plan to the contrary, partners who become participants in the plan on and after January 1, 1989 shall not be entitled to receive employer matching contributions under subsection 4.1.

A-5. Elections under the Sargent & Lundy Partners' Retirement Plan. Pursuant to the terms and conditions of the Partners' Plan, partners who were participating in that plan on December 31, 1988 were permitted an election to transfer to this plan all or a designated part of the net credit balances in their accounts under the Partners' Plan as adjusted under that plan as of December 31, 1988.

A-6. Elections under the Sargent & Lundy Pension Plans for Individual Partners. Pursuant to the terms and conditions of the applicable individual plan, a partner who joins this plan may elect to have transferred to this plan assets from his individual plan having a value not in excess of the funded portion of the lump sum present value of his accrued monthly retirement benefit under such individual plan.

A-7. Transfers. The Sargent & Lundy Partners' Retirement Trust (the "Partners' Trust") serves as the funding vehicle for the Partners' Plan and the individual plans. After December 31, 1988, the trustee of the Partners' Trust transferred to the trustee under Sargent & Lundy Savings Investment Trust assets that partners elected to transfer to the plan pursuant to paragraphs A-5 and A-6.

A-8. Accounts. Amounts transferred to the plan pursuant to this Supplement A shall be maintained under the plan in such separate accounts under the name of each partner as the committee deems appropriate under the terms of the plan.

Such accounts shall be adjusted as of each accounting date in accordance with subsection 5.10 of the plan along with all other accounts. Each partner shall be entitled to elect the percentages of such accounts that are to be invested in one or both of the fixed investment fund and the equity investment fund, as set forth in subsection 5.2 of the plan. A partner in whose name such accounts are established always shall have a fully vested and nonforfeitable interest in the portions of such accounts attributable to amounts transferred pursuant to this Supplement A.

A-9. Withdrawals by Partners. A partner who joins the plan may elect to make in-service withdrawals from funds in his plan accounts (including funds in such accounts attributable to amounts transferred under this Supplement A) according to the terms and conditions of the plan.

A-10. Administrative Rules. The committee may adopt such rules as it reasonably deems appropriate to carry out the provisions of this Supplement A.

A-11. Use of Terms. All terms and provisions of the plan shall apply to this Supplement A, except that where the terms and provisions of this Supplement A conflict, the terms and provisions of this Supplement A shall govern.

**SUPPLEMENT B
TO
SARGENT & LUNDY, L.L.C. SAVINGS INVESTMENT PLAN**

Employers; Covered Groups

The following employers have adopted the plan:

- Sargent & Lundy, L.L.C.
- S&L Engineers, Ltd.
- Sargent & Lundy Pacific, Ltd.
- Sargent & Lundy Enterprises, L.L.C.
- Sargent & Lundy Illinois, Inc.
- Sargent & Lundy Texas, L.L.C.
- Sargent & Lundy International, Inc.
- Sargent & Lundy Canada Company
- S&L Powers Projects, L.L.C.

A “covered group” means a group of employees of an employer to which the plan has been and continues to be extended by their employer or by agreement. A covered group shall not include leased employees unless required under subparagraph 2.7(c) of the plan. The following classes of employees have been designated as covered groups under the plan:

- Full-time employees, regularly scheduled to work 40 or more hours per week, effective as of the effective date of the plan.
- Part-time (regularly scheduled to work less than 40 hours per week), as described in the company's Employee Relations Procedure covering such employees, effective as of the effective date of the plan.
- Temporary Employees as described in the company's Employee Relations Procedure covering such employees, but subject to the special provisions of subsections 4.1 and 4.2 of the plan.

**SUPPLEMENT C
TO
SARGENT & LUNDY, L.L.C. SAVINGS INVESTMENT PLAN**

C-1. Purpose. The purpose of this Supplement C is to reflect the change in status of individuals who, on June 30, 1994, were partners of Sargent & Lundy, an Illinois general partnership (the “partnership”) and became Members of Sargent & Lundy, L.L.C. (the “company”) on and after July 1, 1994.

C-2. Members. Each partner of the partnership as of June 30, 1994, became a Member of the company on July 1, 1994 pursuant to the terms of Sargent & Lundy, L.L.C. Limited Liability Company Operating Agreement. Members who become Members on July 1, 1994, together with any subsequently admitted Members, shall be eligible to participate in the plan under the same terms and conditions as applied to partners prior to July 1, 1994, subject to the conditions and limitations of the plan and supplements thereto.

C-3. References. Effective with respect to periods of employment and participation beginning on July 1, 1994, each reference in Supplement A to “partner” or “partners” shall include “Member” or “Members,” and each reference to “partnership” shall include “company.”

C-4. Matching Contributions. Notwithstanding any provisions of the plan to the contrary, Members shall be entitled to receive employer matching contributions under subsection 4.1.